

WORKSHOP SESSION

CITY COUNCIL

MAY 27, 2008

6:00 P.M.

- 1 - LAUREN SKOWRONSKI / CITIZENS CAMPAIGN
- 2 - ZONING ORDINANCE - DRIVEWAYS / COUNCILMAN UNGER
- 3 - ADAMS STREET (TENTATIVE)
- 4 - CODE ENFORCEMENT / COUNCILMAN UNGER
- 5 - REVIEW OF REGULAR MEETING AGENDA

**ADMINISTRATIVE AGENDA**

**CITY COUNCIL**

**CITY OF LONG BRANCH**

**MAY 27, 2008**

**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*

**8:00 PM - HEARING / 2008 MUNICIPAL BUDGET**

**R164-08** RESOLUTION ADOPTING THE 2008 MUNICIPAL BUDGET

**READING AND APPROVAL OF PREVIOUS MINUTES:**

NONE

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

NONE

**ORDINANCES FOR INTRODUCTION:**  
**PUBLIC HEARING SCHEDULED FOR JUNE 10, 2008**

**#10-08** AN ORDINANCE AMENDING SECTION 325-27 SCHEDULE III PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS (OAKLEY AVENUE)

**#11-08** AN ORDINANCE AMENDING ORDINANCE 325-29, SCHEDULE IV-A; PARKING PROHIBITED CERTAIN TIMES OF THE YEAR (OCEAN AVENUE NORTH)

**PUBLIC PARTICIPATION:**

**RESOLUTIONS:**

**R165-08** RESOLUTION REAPPOINTING HOUSING AUTHORITY COMMISSIONER (YVONNE RUSSELL)

**R166-08** RESOLUTION RESCINDING RESOLUTION #116-08 ADOPTED APRIL 8, 2008 AND AUTHORIZING THE AUCTION OF ABANDONED VEHICLES RESOLUTION TO BE ADOPTED

**R167-08** RESOLUTION AUTHORIZING THE AUCTION OF ABANDONED VEHICLES

**R168-08** RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT 2008

**R169-08** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH FOR THE 2008 SUMMER SEASON

**R170-08** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE CONDOMINIUMS FOR THE 2008 SUMMER SEASON

**R171-08** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH BATH & TENNIS CLUB FOR THE 2008 SUMMER SEASON

**R172-08** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT THE VILLA'S FOR THE 2008 SUMMER SEASON

**R173-08** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT THE RENAISSANCE FOR THE 2008 SUMMER SEASON

**R174-08** RESOLUTION AUTHORIZING MAYOR TO ENTER INTO A STATE AID AGREEMENT WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE REPLENISHMENT AND RENOURISHMENT OF BEACHES WITHIN THE MUNICIPALITY

**R175-08** RESOLUTION TO REFUND OVERPAYMENT OF 2008 TAXES

**R176-08** RESOLUTION TO REFUND OVERPAYMENT OF 2008 TAXES

**R177-08** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT HARBOR MANSION FOR THE 2008 SUMMER SEASON

**R178-08** RESOLUTION AUTHORIZING CONTRACT FOR UPDATE OF MILLENNIUM PIER FEASIBILITY STUDY

**R179-08** RESOLUTION RELEASING ESCROW DEPOSIT (FOXWORTH)

**R180-08** RESOLUTION AMENDING R171-07 IMPOSING SPECIAL CONDITIONS OF THE LIQUOR LICENSE OF ADAM LICENSE HOLDING, LLC T/A STINGERS STATE LICENSE # 1325-33-061-004

**R181-08** RESOLUTION APPROVAL PAYMENT OF BILLS

**APPLICATIONS:**

1. APPROVAL OF FINN D. EBERSBACH AS AN STATE ACTIVE AND CITY HONORARY MEMBER OF THE BRANCHPORT HOSE CO. # 3

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

**ADJOURNMENT**

Ordinance No.

10-08

**ORDINANCE AMENDING SECTION 325-27 SCHEDULE III PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS**

**WHEREAS**, the City of Long Branch Police Department, Traffic and Safety Bureau, has recommended that the hours vehicles are permitted to park on Oakley Avenue be limited to 8:00 a.m. through 4:00 p.m., Monday through Friday, so as to allow for adequate and sufficient parking to the City of Long Branch residents; and

**WHEREAS**, the Council of the City of Long Branch has determined that it is in the best interests of the residents of the City to accept the recommendations of the City of Long Branch Police Department, Traffic Safety Bureau, to limit the hours that vehicles are permitted to park on Oakley Avenue to 8:00 a.m. through 4:00 p.m., Monday through Friday, to alleviate this parking situation.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Long Branch that Ordinance Section 325-27 Schedule III; Parking Prohibited During Certain Hours on Certain Streets, be and is hereby amended as follows:

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit: Hours/Days</u>	<u>Location</u>
Oakley Avenue	Both	8:00 a.m.-4:00 p.m. Monday-Friday	Entire length from Van Court Avenue to Woodgate Avenue

The balance of Section 325-27 shall remain unchanged.

**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



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

DATE: May 19, 2008

Attached please find proposed parking ordinance change reference Oakley Avenue, as we discussed.

  
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: Irene Joline  
City Clerks Office

May15, 2008

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

Ref: Time Limit on Parking Oakley Ave

Ms Joline,

Please find attached, a proposed ordinance limiting the time for parking on Oakley Ave between Vancourt Ave and Woodgate Ave entire length both sides.

Respectfully Submitted,

A handwritten signature in cursive script that reads "P.O. Cesare Simonelli".

P.O. C. Simonelli #298

Proposed ordinance, 325-27 Schedule III; Parking Prohibited  
During Certain Hours on Certain Streets

In Accordance with the provisions of 325-3D, no person shall park a vehicle between the hours specified upon any of the following streets.

<u>Name of Street</u>	<u>Side</u>	<u>Time</u>	<u>Location</u>
Oakley Ave	Both	8Am-4PM Monday Through Friday	Entire length From Van Court Ave To Woodgate Ave .

**ANSELL ZARO GRIMM & AARON, P.C.**  
1500 Lawrence Avenue,  
CN 7807  
Ocean, New Jersey 07712  
Phone: 732.922.1000  
Fax: 732.922.9260

**To:** Kathy L. Schmelz, RMC  
**Fax No:** 732-222-8835  
**From:** Barry M. Capp, Esq.  
**Re:** Ordinance for parking-Oakley Avenue  
**Date:** May 21, 2008

**Number of Pages (Including Cover): 2**

**Special Message:**

**As per your May 20, 2008 facsimile request, attached hereto please find a draft Ordinance amending the Parking Ordinance as to Oakley Avenue.**

**Should you have any questions or require anything further, please do not hesitate to contact me.**

**IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CONTACT: Joy at extension 298**

**THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL UNCOPIED MESSAGE TO US AT THE ADDRESS ABOVE VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.**

#11-08

**ORDINANCE AMENDING ORDINANCE 325-29, SCHEDULE IVA;  
PARKING PROHIBITED CERTAIN TIMES OF THE YEAR**

**WHEREAS**, ordinance 325-29 schedule IVA contains prohibited parking areas at certain times of the year and;

**WHEREAS** on May 15, 2008, Ptl. Thomas Hueston of the Traffic Safety Unit requested a modification of parking restrictions on Ocean Avenue between Avenel Boulevard and Seaview Avenue; and

**WHEREAS**, the current ordinance prohibits parking from June 15, 2008 through September 15, 2008 between the times of 8 am and 5 pm on both sides of the road (Ocean Avenue) extending from Avenel Boulevard to Seaview Avenue and;

**WHEREAS**, upon the Traffic Safety Department fielding complaints from some of the condo complexes in the area and conducting an investigation in the area, the traffic office concluded that modifying the ordinance would better suit the surrounding neighborhood; and

**WHEREAS**, the proposed ordinance would cover the same time limits and the same time of year; and

**WHEREAS**, the area affected would be the westerly curb line of Ocean Avenue starting at Avenel Boulevard extending Southerly to Joline Avenue; and

**WHEREAS**, any and all other parking prohibitions in the above mentioned area would be vacated by the amendment to the ordinance; and

**WHEREAS**, the proposed amendment to ordinance 325-29 would state in accordance with revisions of section 325-3F, no persons shall park a vehicle between the hours specified on any of the following streets from June 15 to September 15, 2008 inclusive:

<u>Name of Street</u>	<u>Side</u>	<u>Time</u>	<u>Location</u>
Ocean Avenue North	West	8:00am to 5:00pm	From Avenel Blvd. extending Southerly to Joline Avenue

**NOW THEREFORE BE IT ORDAINED**, by the Council of the City of Long that Ordinance 325-29 schedule IVA (325-29) prohibited certain hours certain times of the year be amended as follows: Ocean Avenue North on the West side from 8 am until 5pm from Avenel Blvd.

extending southerly to Joline Avenue; and

**BE IT FURTHER ORDAINED** that as a result of the modification in accordance with the provisions of 325-3C, no persons shall park a vehicle at any time upon any of the following streets: Ocean Avenue North, Formerly New Ocean Avenue side both locations between Seaview Avenue and Avenel Blvd, formerly Fanchon Avenue being the same hereby is vacated; and

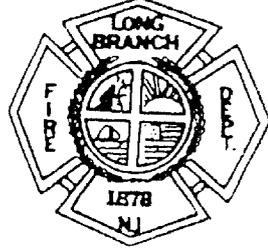
**BE IT FURTHER OREDAINED**, that no person shall park during certain additional hours during additional times of the year pursuant to provisions of 11-325, 2-95, 325-29: 325-3F, Ocean Avenue North both sides 8am to 5PM between Avenel Blvd and Seaview Avenue and Ocean Avenue West 8 am to 5 pm except from May 30 through September 30 during which months there should be no time limits between Joline Avenue and Seaview Avenue, shall be vacated.

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:  
AYES:  
NAYES:  
ABSENT:  
ABSTAIN:



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

DATE: May 20, 2008

RE: Parking Ocean Avenue North

Attached please find proposed ordinance for Ocean Avenue North, along with ordinances remaining "on the books", which are to be stricken. If I can be of any further assistance, please contact me.

  
William A. Richards  
Director of Public Safety

WAR/sam

cc: James G. Aaron, Esq.  
Irene Joline, City Clerk



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

To: Irene Joline  
City Clerks Office.

May 15, 2008

From: Ptl. Thomas Hueston  
Traffic safety unit.

Ref: Modification of parking restriction –Ocean Ave.  
Between Avenel Blvd. And Seaview Ave.

Mrs, Joline

Please see attached proposal, which modifies the parking restrictions in the area mentioned above. The current ordinance prohibits parking from June 15 – September 15 between the times of 8:00am –5:00pm, both sides of the road extending from Avenel Blvd. to Seaview Ave. Upon fielding complaints for some of the condo complexes, and conducting an investigation of the area, the Traffic office concluded that modifying the ordinance would better suit this neighborhood.

The new proposed ordinance would cover the same time limits and the same time of the year. The area affected would be the Westerly curb line of Ocean Ave., starting at Avenel Blvd. Extending Southerly to Joline Ave. Any and all other parking prohibitions in the above mentioned location, should be vacated.

Enclosed are copies of ordinances which cover this area

Respectfully Submitted  
Ptl. Thomas Hueston #294

  
Traffic Safety Unit



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

**Proposed ordinance, 325-29, schedule IVA: prohibited certain hours certain times of the year.**

In accordance with the provisions of 325-3f, no person shall park a vehicle between the hours specified upon any of the following streets from June 15 to September 15 inclusive:

**Current Ordinance**

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Time</u></b>	<b><u>Location</u></b>
Ocean Ave North	Both	8:00 am to 5:00 pm	Between Avenel Boulevard and Seaview Ave.

**Proposed Modification**

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Time</u></b>	<b><u>Location</u></b>
Ocean Ave North	West	8:00 am to 5:00pm	From Avenel Blvd. Extending Southerly to Joline Ave.



**CITY OF LONG BRANCH  
POLICE DEPARTMENT**  
344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
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Vacate below listed Ordinances

In accordance with the provisions of 325-3c, no person shall park a vehicle at any time upon any of the following Streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
<b>Ocean Ave North</b> (formerly New Ocean Ave)	Both	Between Seaview Ave and Avenel Boulevard (Formerly Fanchon Avenue)

In accordance with the provisions of 11-3.5,2-95,325-29: **325-3f**, No person shall park during certain additional hours , during additional times of the year.

<u>Name of Street</u>	<u>Side</u>	<u>Time</u>	<u>Location</u>
<b>Ocean Ave North</b>	Both	8:00 am to 5:00pm	Between Avenel Blvd. And Seaview Ave.
<b>Ocean Ave.</b>	West	8:00 am-5:00 pm Except for May 30 <sup>th</sup> Through September 30 <sup>th</sup> During which months There shall be no time Limit.	Between Joline Ave. and Seaview Ave.

Adopted 8/25/1998

**SECTION 2 - UPON ADOPTION FOR YEAR 2008**

(Only to be included in the Budget as Finally Adopted)

**RESOLUTION**

Be it Resolved by the City Council of the City of Long Branch, Monmouth County of Monmouth that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 29,268,645.69 (Item 2 below) for municipal purposes, and
- (b) \$ 0.00 (Item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation and,
- (c) \$ 0.00 (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.
- (d) \$ 0.00 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy

RECORDED VOTE

(Insert last name)      Ayes            Nays            Abstained            Absent      

**SUMMARY OF REVENUES**

1. General Revenues							
Surplus Anticipated		08-100	\$	4,415,000.00			
Miscellaneous Revenues Anticipated		13-099	\$	10,385,054.31			
Receipts from Delinquent Taxes		15-499	\$	993,000.00			
		07-190	\$	29,268,645.69			
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)							
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:							
Item 6, Sheet 42		07-195	\$	0.00			
Item 6(b), sheet 11 (N.J.S. 40A:4-14)		07-191	\$	0.00			
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only							0.00
4. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:							
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)		07-191	\$				
Total Revenues		13-299	\$	45,061,700.00			

**SUMMARY OF APPROPRIATIONS**

**2008**

5. GENERAL APPROPRIATIONS			
Within "CAPS"		XXXXXXXXXX	XXXXXXXXXXXXXX
(a&b) Operations Including Contingent		XXXXXXXXXX	XXXXXXXXXXXXXX
	(a&b) Operations Including Contingent	34-201	\$ 34,249,877.54
	(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 812,254.92
	(g) Cash Deficit	46-885	\$ 0.00
Excluded from "CAPS"		XXXXXXXXXX	XXXXXXXXXXXXXX
	(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 4,788,237.24
	(c) Capital Improvements	44-999	\$ 366,000.00
	(d) Municipal Debt Service	45-999	\$ 2,854,376.23
	(e) Deferred Charges - Municipal	46-999	\$ 118,000.00
	(f) Judgements	37-480	\$ 0.00
	(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	29-405	\$ 0.00
	(g) Cash Deficit	46-885	\$ 0.00
	(k) For Local District School Purposes	29-410	\$ 0.00
	(m) Reserve for Uncollected Taxes	50-899	\$ 1,872,954.07
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)		07-195	\$ 0.00
Total Appropriations		34-499	\$ 45,061,700.00

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the \_\_\_\_\_ day of \_\_\_\_\_, 2008. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2008 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Clerk.

R# 165-08

**RESOLUTION REAPPOINTING HOUSING AUTHORITY COMMISSIONER**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that it hereby reappoints Yvonne Russell as a Commissioner of the Long Branch Housing Authority for a term of (5) years, in accordance with City ordinance Chapter 56, said term shall expire 2013.

R# 166-08

**RESOLUTION RESCINDING RESOLUTION #116-08  
ADOPTED APRIL 8, 2008 AND AUTHORIZING THE FOLLOWING  
AUCTION OF ABANDONED VEHICLES RESOLUTION TO BE ADOPTED**

**WHEREAS**, the City Council of the City of Long Branch adopted R116-08 authorizing an abandoned vehicle auction to be held on April 18, 2008 and there was a problem with the publication and said auction was never advertised in the newspaper and the auction must now take place on another date and Council hereby authorizes the following resolution to be adopted as follows:

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

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

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, June 6, 2008 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

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

A & L Auto Repair - 251 Broadway, Long Branch (impound yard)

1. 2001 Kia Optima Vin # KNAGD124215023953
2. 2000 Ford Taurus Vin # 1FAFP55S5YA206486
3. 1987 Honda Accord Vin # 1HGCA5534HA078864
4. 1995 Pontiac Grand Am Vin # 1G2NW15M5SC738128
5. 1989 Nissan Pulsar Vin # JN1GN34SXXW425595
6. 1995 Dodge Neon Vin # 1B3ES67C6SD604152
7. 1996 Subaru Legacy Vin # 4S3BK4257T7932677
8. 1995 Buick Century Vin # 1G4AG55M9S6417606
9. 1990 Mazda 626 Vin # 1YVGD22B2L5232338
10. 1994 Jeep Grand Cherokee Vin # 1J4GZ58S7RC284479
11. 1994 Ford E350 Vin # 1FTJS34H1RHA04878

**MOVED:**

**SECONDED:**

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

**RESOLUTION AUTHORIZING THE  
AUCTION OF ABANDONED VEHICLES**

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

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

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, June 6, 2008 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

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

**Arties Auto Body – 335 Joline Avenue, Long Branch**

1. 1997 Mitsubishi Eclipse Vin # 4A3AK34Y3VE191047
2. 2002 VW JETTA Vin # 3VWSK69M52M101110
3. 1994 MB Convertible Vin # WDBFA67E6RF104643
4. 1996 Ford Explorer Vin # 1FMDU35POTUD40917

**Johns Auto & Truck Repair**

1. 1988 Chrysler New Yorker Vin # 1C3BU6638JD206876 "Junk Title"

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



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

**TO: Kathy Schmelz  
City Clerks office**

**April 29,2008**

**FROM: Ptl .T. Hueston #294  
Traffic Safety**

**REF: Abandoned Vehicle Auction**

**Kathy,**

**Here is a list of the abandoned vehicles that our tow yards have in there possession.  
We have the paperwork to auction these vehicles off at this time. I have listed the  
vehicles and the yard that they are being stored at.**

**Arties Auto Body**

- 1. 1997 Mitsubishi Eclips Vin# 4A3AK34Y3VE191047**
- 2. 2002 VW JETTA Vin# 3VWSK69M52M101110**
- 3. 1994 MB Convertable Vin# WDBFA67E6RF104643**
- 4. 1996 Ford Explorer Vin # 1FMDU35POTUD40917**

**Johns Auto & Truck Repair**

- 1. 1988 Chrysler New Yorker Vin# 1C3BU6638JD206876 "JUNK TITLE "**

**Respectfully submitted,**

**Ptl. T. Hueston#294  
Traffic Safety Division**

A handwritten signature in black ink, appearing to read "T. Hueston #294", written over the typed name and title.

R# 168-08

**RESOLUTION AUTHORIZING CONTRACTS  
FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT 2008**

**WHEREAS**, the City of Long Branch wishes to procure the services of David Kutschman/Dr. Dave & Friends; Authority Entertainment/Phila. Funk Authority; Chuck Lambert/Chuck Lambert Band; Rick Fink/Gas House Gorillas; Isadora Land/Saron Crenshaw Band; Steven Brown/The Rocketmen; John Christian Dugue/Soul Project; Smooth Productions/Valerie Adams & Dimensions, Mas Productions Inc./The Fins and John Fernandez/The Incinerators to provide musical performances, for various summer entertainment events in 2008; and

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

**WHEREAS**, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, for the Summer Concert events and it is the recommendation of the Community Development Staff that it is in the City's best interest to enter into contracts as detailed below; and

**WHEREAS**, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by David Kutschman/Dr. Dave & Friends; Authority Entertainment/Phila. Funk Authority; Chuck Lambert/Chuck Lambert Band; Rick Fink/Gas House Gorillas; Isadora Land/Saron Crenshaw Band; Steven Brown/The Rocketmen; John Christian Dugue/Soul Project; Smooth Productions/Valerie Adams & Dimensions, Mas Productions Inc./The Fins and John Fernandez/The Incinerators that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriations 8-01-012-801 for a sum not to exceed \$8,600.00; # C-02-034-253 for a sum not to exceed \$800.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby authorize the following contracts:

**Tri City Arts**

David Kutschman for a musical performance by Dave & Friends on June 7, 2008 for an amount not to exceed \$800.00.

**BLUES IN THE PARK**

Authority Entertainment for a musical performance by Philadelphia Funk Authority on June 22, 2008 for an amount not to exceed \$1,250.00.

Chuck Lambert for a musical performance by Chuck Lambert Band on June 29, 2008 for an amount not to exceed \$650.00.

Rick Fink for a musical performance by Gas House Gorillas on July 6, 2008 for an amount not to exceed \$600.00.

Isadora Land for a musical performance by Saron Crenshaw Band on July 12, 2008 for an amount not to exceed \$1,600.00.

Steven Brown for a musical performance by The Rocketmen on July 20, 2008 for an amount not to exceed \$500.00.

Jon Christian Dugue for a musical performance by Soul Project on July 27, 2008 for an amount not to exceed \$800.00.

Smooth Productions for a musical performance by Valerie Adams & Dimensions on August 10, 2008 for an amount not to exceed \$750.00.

MAS Productions Inc for a musical performance by The Fins on August 17, 2008 for an amount not to exceed \$1,200.00.

John Fernandez for a musical performance by The Incinerators on August 24, 2008 for an amount not to exceed \$450.00.

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

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

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

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

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

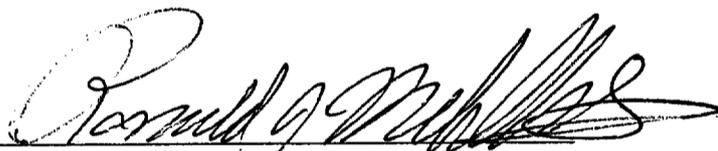
**CONTRACTS FOR MUSICAL ENTERTAINMENT  
FOR VARIOUS SUMMER ENTERTAINMENT EVENTS**

Said contract being made as follows:

DAVID KUTSCHMAN/DR. DAVE & FRIENDS	\$ 800
AUTHORITY ENTERTAINMENT/PHILA. FUNK AUTHORITY	\$ 1,250
CHUCK LAMBERT/CHUCK LAMBERT BAND	\$ 650
RICK FINK/GAS HOULSE GORILLAS	\$ 600
ISADORA LAND/SARON CRENSHAW BAND	\$ 1,600
STEVEN BROWN/THE ROCKETMEN	\$ 500
JON CHRISTIAN DUGUE/SOUL PROJECT	\$ 800
SMOOTH PRODUCTIONS/VALERIE ADAMS & DIMENSIONS	\$ 750
MAS PRODUCTIONS INC/THE FINS	\$ 1,200
JOHN FERNANDEZ/THE INCINERATORS	\$ 450

Said funds being available in the form of:

<b>2008 BUDGET</b>	
OFFICE OF ADMINISTRATOR	
MISC. OTHER EXPENSE	
SPECIAL EVENTS	
APPRO. #8-01-012-801	\$8,600
<b>CDBG BUDGET</b>	
APPRO. #C-02-034-253	\$ 800



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

\_\_\_\_\_ Date

R # 169-08

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT  
MONMOUTH BEACH**

**WHEREAS**, the beachfront and beach area of Monmouth Beach is adjacent to the beach of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides the manpower through its Department of Recreation and has equipment necessary to rake the beach at the Monmouth Beach; and

**WHEREAS**, the Borough of Monmouth Beach wishes to utilize itself of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, the Borough of Monmouth Beach agrees to pay to the City of Long Branch the sum of \$85.00 per hour for the services rendered by the City of Long Branch to the Borough of Monmouth Beach; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the effective date of the agreement is through the end of the beach season, which shall be no later than September of each year; and

**WHEREAS**, the Council of the City of Long Branch is of the opinion that entering into such an agreement with Borough of Monmouth Beach will not adverse the impact of the maintenance of the City of Long Branch's bathing beaches and that the contract to be entered must contain such a provision, and that the Council of the City of Long Branch further believes that it is good policy to have Interlocal Agreements with neighboring municipality for shared services.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute an Agreement whereby the City of Long Branch shall provide the manpower and equipment to rake the beach at the Monmouth Beach, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

**MOVED:  
SECONDED:**

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

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made this 27 day of May 2008 by and between:

**THE BOROUGH OF MONMOUTH BEACH**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, the Borough of Monmouth Beach, is an adjacent municipality to the City of Long Branch bordering same on the north; and

**WHEREAS**, the Borough of Monmouth Beach does not have manpower nor equipment necessary to rake the Monmouth Beach's bathing pavilion; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Monmouth Beach, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Monmouth Beach, provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Borough of Monmouth Beach agrees to pay to the City of Long Branch \$85.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Monmouth Beach.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 27, 2008 until the end of the bathing season which shall be not later than September 2008.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2008.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

BY: \_\_\_\_\_  
Mayor Adam Schneider

**BOROUGH OF MONMOUTH BEACH**

\_\_\_\_\_

BY: \_\_\_\_\_

**BOROUGH OF MONMOUTH BEACH  
22 BEACH ROAD  
MONMOUTH BEACH, NJ 07750**

TEL (732) 229-2204  
FAX (732) 870-8245

**COMMISSIONERS**

**JOYCE L. ESCALANTE, R.M.C.**  
Borough Clerk

**SUSAN HOWARD**  
Mayor

**JAMES F. CUNIFF**  
Director of Revenue & Finance

**WILLIAM J. McBRIDE JR.**  
Director of Public Works

April 30, 2008

City Clerk's Office  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740  
ATTN: Kathy

Re: Beach Raking Agreement for 2008 Summer Season

Dear Kathy:

Enclosed please find a copy of a Resolution authorizing an agreement with Long Branch for beach raking services for 2008. The Resolution was passed and approved by the Board of Commissioners at a meeting held on April 29, 2008.

Once approved by the City of Long Branch would you please forward copies of the agreement to me so that I can have them executed by the Mayor. I will return a completed copy to you for your files.

Please give me a call if you have any questions.

Very truly yours,  
*Joyce Escalante*  
Joyce L. Escalante  
Municipal Clerk

Enc.

cc: Michael Corbally  
Borough Administrator

R # 170-08

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT  
OCEAN COVE CONDOMINIUMS FOR THE 2008 SUMMER SEASON**

**WHEREAS**, Ocean Cove Condominium located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at the Ocean Cove Condominiums; and

**WHEREAS**, Ocean Cove Condominiums wishes to utilize on its behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, Ocean Cove Condominiums agrees to pay the City of Long Branch the sum of \$85.00 per hour for the services rendered by the City of Long Branch to Ocean Cove Condominiums; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the Council of the City of Long Branch is of the opinion that entering into such an agreement with Ocean Cove Condominiums will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**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 an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Ocean Cove Condominiums, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

**MOVED:**

**SECONDED:**

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made this 27th day of May 2008 by and between:

### OCEAN COVE CONDOMINIUMS

And

### THE CITY OF LONG BRANCH

WITNESSETH:

**WHEREAS**, the Ocean Cove Condominiums, owns property on the ocean front in the City of Long Branch; and

**WHEREAS**, the Ocean Cove Condominiums does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Ocean Cove Condominiums, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Ocean Cove Condominiums, provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Ocean Cove Condominiums agrees to pay to the City of Long Branch \$85.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Ocean Cove Condominiums.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2008 until the end of the bathing season which shall be not later than September 2008.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2008.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

BY: \_\_\_\_\_  
Mayor Adam Schneider

**OCEAN COVE CONDOMINIUMS**

\_\_\_\_\_

BY: \_\_\_\_\_

717 OCEAN AVENUE  
WEST END, NEW JERSEY 07740  
(732) 222-2100 - OFFICE  
(732) 571-9151 - FAX

# OCEAN COVE

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HERBERT M. TANZMAN, PRESIDENT  
DONALD HANKO, RESIDENT MANAGER

May 20, 2008

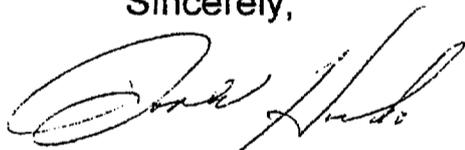
City of Long Branch  
City Clerk's Office  
Attention: Irene A. Joline  
344 Broadway  
Long Branch, NJ 07740

Dear Ms. Joline:

The Ocean Cove Condominium Association, Inc requests that our beaches be raked this summer with the City of Long Branch's equipment three times weekly. We ask that you begin this week (so we may be prepared for Memorial Day Weekend) and continue through the Labor Day weekend. We agree to the charge of \$85 per hour for this service.

Please confirm these arrangements with our office via fax or phone.

Sincerely,



Donald Hanko  
Resident Manager

DH/rms

R# 171-08

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT  
MONMOUTH BEACH BATH & TENNIS CLUB**

**WHEREAS**, Monmouth Beach Bath & Tennis Club located adjacent to the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of Monmouth Beach; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at the Monmouth Beach Bath & Tennis Club; and

**WHEREAS**, Monmouth Beach Bath & Tennis Club wishes to utilize on its behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, Monmouth Beach Bath & Tennis Club agrees to pay the City of Long Branch the sum of \$85.00 per hour for the services rendered by the City of Long Branch to Monmouth Beach Bath & Tennis Club; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the Council of the City of Long Branch is of the opinion that entering into such an agreement with Monmouth Beach Bath & Tennis Club will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**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 an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at the Monmouth Beach Bath & Tennis Club, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

**MOVED:  
SECONDED:**

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

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made this 27 day of May 2008 by and between:

**MONMOUTH BEACH BATH & TENNIS CLUB**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, the Monmouth Beach Bath & Tennis Club, is an adjacent municipality to the City of Long Branch bordering same on the north; and

**WHEREAS**, Monmouth Beach Bath & Tennis Club does not have manpower nor equipment necessary to rake the Monmouth Beach Bath & Tennis Club; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Monmouth Beach Bath & Tennis Club, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Monmouth Beach Bath & Tennis Club, provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Monmouth Beach Bath & Tennis Club agrees to pay to the City of Long Branch \$85.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Monmouth Beach Bath & Tennis Club

**BE IT FURTHER AGREED** that this agreement shall be effective from May 27, 2008 until the end of the bathing season which shall be not later than September 2008.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2008.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

BY: \_\_\_\_\_  
Mayor Adam Schneider

**MONMOUTH BEACH BATH & TENNIS CLUB**

\_\_\_\_\_

BY: \_\_\_\_\_



MONMOUTH BEACH BATH AND TENNIS CLUB

65 OCEAN AVENUE  
MONMOUTH BEACH, NEW JERSEY 07750  
PHONE (732) 222-0100 • FAX (732) 870-0119

To: Eileen Joline  
Long Branch City Hall

From: James P. McConville  
General Manager  
Monmouth Beach Bath & Tennis Club

Date: May 20, 2008

Re: Beach Cleaning Agreement

Fax#: 732-222-8835

Dear Mrs. Joline,

Please be advised that Monmouth Beach Bath & Tennis Club agrees to pay a fee of \$85.00 an hour to clean our beaches. Thank you for your assistance in this matter.

Sincerely,

James P. McConville  
General Manager  
Monmouth Beach Bath & Tennis Club

R# 172-08

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT  
THE VILLA'S FOR THE 2008 SUMMER SEASON**

**WHEREAS**, The Villa's located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at The Villa's; and

**WHEREAS**, The Villa's wishes to utilize on its behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, The Villa's agrees to pay the City of Long Branch the sum of \$85.00 per hour for the services rendered by the City of Long Branch to The Villa's; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the Council of the City of Long Branch is of the opinion that entering into such an agreement with The Villa's will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**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 an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at The Villa's, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

**MOVED:**

**SECONDED:**

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made this 27th day of May 2008 by and between:

**THE VILLA'S**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, the Villa's, owns property on the ocean front in the City of Long Branch; and

**WHEREAS**, the Villa's does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Villa's, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Villa's provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Villa's agrees to pay to the City of Long Branch \$85.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Villa's.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2008 until the end of the bathing season which shall be not later than September 2008.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2008.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

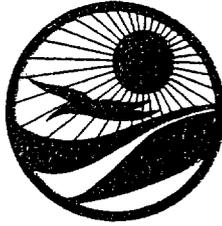
\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

BY: \_\_\_\_\_  
Mayor Adam Schneider

**THE VILLA'S**

\_\_\_\_\_

BY: \_\_\_\_\_



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

May 15, 2008

To: Dick Martin

Fr: City Clerks Office

Re: Beach Raking/Renaissance

Dear Mr. Martin

This is to confirm that you agree to the payment of \$ 85.00 per hour for the raking of the Renaissance beach for the year 2008. If there is a problem with said payment please contact Carl Jennings, Director of Recreation.

Please sign below and return this letter to this office if you agree with the above the letter must reach my office no later than May 22, 2008 for approval by the council on May 27, 2008.

---

Dick Martin, Lifesaving, Inc.



recycled paper

R# 173-08

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT  
THE RENAISSANCE FOR THE 2008 SUMMER SEASON**

**WHEREAS**, The Renaissance located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at The Renaissance; and

**WHEREAS**, The Renaissance wishes to utilize on its behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, The Renaissance agrees to pay the City of Long Branch the sum of \$85.00 per hour for the services rendered by the City of Long Branch to The Renaissance; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the Council of the City of Long Branch is of the opinion that entering into such an agreement with the Renaissance will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**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 an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at The Renaissance, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

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

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made this 27th day of May 2008 by and between:

**THE RENAISSANCE**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, the Renaissance, owns property on the ocean front in the City of Long Branch; and

**WHEREAS**, the Renaissance does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Renaissance, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Renaissance, provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Renaissance agrees to pay to the City of Long Branch \$85.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Renaissance.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2008 until the end of the bathing season which shall be not later than September 2008.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2008.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

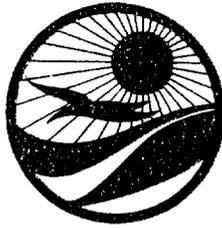
\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

BY: \_\_\_\_\_  
Mayor Adam Schneider

**THE RENAISSANCE**

\_\_\_\_\_

BY: \_\_\_\_\_



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

May 15, 2008

To: Dick Martin  
Fr: City Clerks Office  
Re: Beach Raking/Renaissance

Dear Mr. Martin

This is to confirm that you agree to the payment of \$ 85.00 per hour for the raking of the Renaissance beach for the year 2008. If there is a problem with said payment please contact Carl Jennings, Director of Recreation.

Please sign below and return this letter to this office if you agree with the above the letter must reach my office no later than May 22, 2008 for approval by the council on May 27, 2008.

---

Dick Martin, Lifesaving, Inc.



recycled paper

R# 174-08

**RESOLUTION AUTHORIZING MAYOR TO ENTER INTO A STATE AID AGREEMENT WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE REPLENISHMENT AND RENOURISHMENT OF BEACHES WITHIN THE MUNICIPALITY**

**WHEREAS**, the Council of the City of Long Branch has previously entered into agreements with the State of New Jersey Department of Environmental Protection to facilitate and allow for the replenishment and renourishment of beaches within the City; and

**WHEREAS**, pursuant to the prior agreements entered into with the Department of Environmental Protection, there is to be a periodic renourishment of replenished sand pursuant to the prior agreements; and

**WHEREAS**, pursuant to those agreements and the directions of the Department of Environmental Protection, revised State Aid Agreements are necessary to ensure that the replenishment of sand is done in conformance with existing laws including environmental and access laws; and

**WHEREAS**, it is a condition precedent for the renourishment of sand being provided by the Department of Environmental Protection and the Army Corp of Engineers that a new State Aid Agreement be entered into; and

**WHEREAS**, the City has, with the cooperation of property owners in the area in which the renourishment is to take place, obtained access easements for the work to take place and to ensure that the public trust doctrine is met within the areas of the projects; and

**WHEREAS**, the City has confirmed with the Department of Environmental Protection that issues of access to the public, the providing of bathrooms and the like is not overly burdensome on the City as the Agreement addresses those issues to the areas of the beach replenishment project specifically and not the municipality as a whole (see exhibit B annexed hereto); and

**WHEREAS**, the Council has determined that the renourishment of the replenished sand is necessary for the continued economic revitalization of the City Long Branch recently voted one of the top twenty (20) beaches in the country and a major draw of tourism and business to the City;

and

**WHEREAS**, the State Aid Agreement covers the project area from Sternberger Avenue to approximately North Bath Avenue; and

**WHEREAS**, the Council has determined that the replenishment and renourishment of sand to the beaches in the City is in the best interest of the health, safety, and welfare of the citizens of the City of Long Branch;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor or his designee be and hereby is authorized to enter into a State Aid Agreement with the Department of Environmental Protection substantially in the form annexed hereto as Exhibit A.

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

STATE AID AGREEMENT  
BETWEEN  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
THE CITY OF LONG BRANCH  
PROJECT NO. 6016  
SANDY HOOK TO BARNEGAT INLET,  
SECTION I - SEA BRIGHT TO OCEAN TOWNSHIP, NJ  
BEACH EROSION CONTROL PROJECT

THIS AGREEMENT made and executed this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Eight BY AND BETWEEN THE CITY OF LONG BRANCH, a Municipal Corporation in the County of Monmouth, New Jersey, hereinafter called the "Municipality", and the STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the "Department", OFFICE OF ENGINEERING AND CONSTRUCTION, hereinafter called the "Office".

WHEREAS, The Water Resources Development Act of 1986, Public Law 99-662, as modified by Section 4 of the Water Resources Development Act of 1988, Public Law 100-676, and further modified by Section 102(r) of the Water Resource Development Act of 1992, Public Law 102-580, authorized the federal government, ("Government"), through the Army Corps of Engineers to participate in the construction and the periodic sand renourishment of a fifty-year beach erosion control project, Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, New Jersey; and

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public law 99-662, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each state sponsor has entered into a written agreement to furnish its required cooperation for the project; and

WHEREAS, the Office and the Army Corps of Engineers have entered into a Local Cooperation Agreement, ("LCA"), attached hereto as Appendix A, for the initial construction and the periodic renourishment of the federally authorized fifty year beach erosion control project from Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, New Jersey; and

WHEREAS, the Office and the Municipality entered into a State Aid Agreement on August 29<sup>th</sup> 1996, for the construction of all components of the Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, New Jersey Beach Erosion Control Project, construction of a beach and storm damage reduction project in the City of Long Branch, Monmouth County, New Jersey, including periodic renourishment, at intervals specified in the LCA, along the ocean shorefront; if required, and performance of all other obligations set forth in the LCA; and

WHEREAS, the Army Corps of Engineers completed initial beach nourishment in September 1999, and are currently preparing a construction contract for the 1<sup>st</sup> renourishment of southern Long Branch (Sternberger Avenue to approximately North Bath Avenue); and

WHEREAS, the Office has the full authority to perform all of its responsibilities for the project under New Jersey State Law PL 92, c. 148; PL 95, c. 164 and N.J.S.A. 12:6A-1, et seq.; and

WHEREAS, the Municipality has the full authority to perform all of its responsibilities for the project under N.J.S.A. §§ 40:56-1, et seq., 40:69A-1, et seq., and 40A:12-1, et seq. and the applicable municipal code, and the Mayor of the Municipality is duly authorized to enter this Agreement; and

WHEREAS, the cost sharing of the initial construction and periodic renourishment over the fifty-year life of the project is 65% federal and 35% non-federal as set forth in the LCA; and

WHEREAS, 75% of the non-federal share will be paid by the Office and the remaining 25% will be paid by the Municipality, as per the Project Cost Analysis attached hereto as Appendix B; and

WHEREAS, the expenditure of public funds is conditioned upon compliance with the State of New Jersey Department of Environmental Protection's Coastal Zone Management rules and all other applicable laws, rules and regulations; and

WHEREAS, on December 17, 2007, the Department adopted amendments to its Coastal Zone Management rules, including amendments to N.J.A.C. 7:7E-8.11 (Public Trust Rights) setting standards for municipalities that participate in State Shore Protection Program funding through a State Aid Agreement (see N.J.A.C. 7:7E-8.11(p)); and

WHEREAS, on December 17, 2007, in response to public comment, the Department also proposed limited amendments to the newly adopted Coastal Zone Management rules, including amendments to N.J.A.C. 7:7E-8.11(p) which would require that a municipality participating in a shore protection project meet certain public access provisions only within the "project area," rather than throughout the entire municipality, (see 39 N.J.R. 5145(a)); and

WHEREAS, the Department has determined that, for municipalities participating in State Shore Protection Program funding through a State Aid Agreement on or after December 17, 2007, it is appropriate to apply the standards set forth in N.J.A.C. 7:7E-8.11 (adopted on December 17, 2007) as modified by the amendments proposed on the same date (see 39 N.J.R. 5145(a)); and

NOW THEREFORE, both parties hereto do mutually agree as follows:

- (1) Municipality shall provide perpetual easements for the properties listed in Appendix C and, in accordance with the terms of Appendix D, necessary for public access to and use of the entire beachfront, and tidal lands in the project construction area. The easement shall also provide construction access necessary for construction, renourishment activities, and maintenance, including providing access to the Office, the Department, and the Army Corps of Engineers, their representatives, agents, contractors and assigns. Municipality shall provide through this easement, the access necessary to ensure the protection of threatened and endangered wildlife and vegetation and for the implementation and enforcement of the beach wildlife and Sea Beach Amaranth management plan developed under (8) below, to the Office, the Department, and the Army Corps of Engineers, their agents, employees, and contractors. The certification that perpetual easements in accordance with Appendix C have been obtained and recorded shall be provided to the Office prior to the Department issuing a Right-of-Entry to the Army Corps of Engineers, which is required by the Army Corps of Engineers prior to contract award.
- (2) The Public Trust Rights Rule N.J.A.C. 7:7E-8.11(p) of the Coastal Zone Management Rules N.J.A.C. 7:7E, as adopted on December 17, 2007 and modified by the concurrent proposed amendments to that rule (see 39 N.J.R. 5145(a)) applies to this project.
- (3) In satisfying its obligations in this Agreement, the Municipality shall comply with all of the Department's Coastal Zone Management rules (N.J.A.C. 7:7E-1 et seq.) including but not limited to: Dunes (7:7E-3.16); Overwash Areas (7:7E-3.17); Coastal High Hazard Areas (7:7E-3.18); Erosion Hazard Areas (7:7E-3.19); Beaches (7:7E-3.22); Endangered or Threatened Wildlife or Plant Species Habitat (7:7E-3.38); Coastal Engineering (7:7E-7.11); and Public Trust Rights Rule N.J.A.C. (7:7E-8.11) as adopted on December 17, 2007 and modified by the concurrent proposed amendments to that rule (see 39 N.J.R.5145(a)).
- (4) All public access resulting from the operation of this Agreement shall be provided in a nondiscriminatory manner in accordance with law.
- (5) If the Municipality does not fully comply with the above requirements the Municipality will be in breach of its obligations under this Agreement unless the Office, in its sole discretion, determines to extend the time for compliance. If the Office elects not to extend the time for compliance, the Municipality will be deemed in breach, and the Office may exercise any remedy available to it under this Agreement or at law or equity, including a remedy to require specific performance by the Municipality of its obligations under this Agreement.
- (6) The City as a public entity, recognizes its continuing obligation to ensure compliance with the Public Trust Doctrine.

(7) Bulldozing, excavation or mechanical alteration of any dune is strictly prohibited, except as permitted by the Department's Standards for Beach and Dune Activities N.J.A.C 7:7E-3A.

(8) The Municipality, pursuant to the Endangered Species Act (16 U.S.C. 1531, et seq.), its implementing regulations (50 CFR Part 17), and U.S. Fish and Wildlife Service documents entitled, "Biological Opinion On The Effects Of Completion of Section I and II of the Atlantic Coast of New Jersey Beach Erosion Control Project Sea Bright to Manasquan, Monmouth County, New Jersey on the Piping Plover (*Charadrius melodus*) and Seabeach Amaranth (*Amaranthus pumilus*)" dated September 2002 and "Streamlined Biological Opinion for the U.S. Army Corps of Engineers 2007 Long Branch Project Area Beach Nourishment of Long Branch City, including Seven Presidents Oceanfront Park, Monmouth County, New Jersey" requirements for this project, shall develop and implement one federally approved management plan entitled, "City of Long Branch Beach Management Plan for the Protection of Listed Species" for the entire municipality. The plan shall be formally adopted through a memorandum of agreement among the Municipality, the Department's Division of Fish and Wildlife's Nongame Endangered Species Program, New Jersey Natural Lands Management Program and U. S. Fish and Wildlife Service. The municipality initiated contact with the U.S. Fish and Wildlife Service in July 2006 to develop a beach management plan and a draft plan has been submitted. The City Council must adopt and the Division of Fish and Wildlife and U.S. Fish and Wildlife Service must approve the final management plan by June 30, 2008.

Prior to the completion and adoption of a beach species management plan, the Municipality agrees to observe and implement the guidelines established by U.S. Fish & Wildlife Service as detailed in "Guidelines for Managing Recreational Activities in Piping Plover Breeding Habitat on the U.S. Atlantic Coast to Avoid Take Under Section 9 of the Endangered Species Act" (Appendix F) and to observe and implement the following U. S. Fish and Wildlife Service recommendations for protection of Sea Beach Amaranth in documented protective zones (as based on plant distribution from the last three (3) seasons or if a new plant were to grow):

- Beach raking is prohibited from the landward limit of the dune or seawall to the mean high water line from May 15 to December 1.
- Sand scraping or other mechanical manipulation of the beach is prohibited year round.
- Vehicle use is restricted to essential and emergency services, and to the area below the mean high water line, from May 15 to December 1.
- In areas of high pedestrian traffic, the Municipality does not object to the U. S. Fish and Wildlife Service erecting string and post symbolic fencing to route people away from the protective zones.
- Limit vegetation planting and sand fencing to dune areas, allowing the upper beach to remain unstable and sparsely vegetated. Use only native species of vegetation.

(9) The Municipality shall allow the Army Corps of Engineers, the Office, the Department and their representatives, agents, contractors and assigns the right to access and conduct project operations along the beachfront during and after periods of construction, surveillance, monitoring, engineering and environmental data collection and for protection of threatened and endangered wildlife and vegetation. Project operations shall include any activities necessary for effecting or verifying any provisions of this Agreement.

(10) The total cost of the project over 50 years is estimated at \$202,000,000.00 based upon the October 1991 price level and anticipated inflation, per the LCA. This cost includes the initial sand placement on the beach, and any additional work, if necessary and periodic sand renourishment at intervals specified in the LCA, along the ocean shorefront from Sea Bright to Ocean Township, if required. The estimated 35% non-federal share for the project is 70,700,000.00.

(11) The approximate renourishment cost for the Long Branch portion of the project is \$8,500,000.00. This cost includes the sand placement on the beach, and any additional work, if necessary. The estimated 35% non-federal share for the project is \$2,975,000.00. The total estimated 25% cost to the City of Long Branch for the renourishment is \$743,750.00. Please refer to Appendix B for the estimated costs per the proposed Army Corps of Engineers cost estimate. The Office will invoice the Municipality for the Municipality's 25% share of the cost of each phase of the project prior to executing a contract for construction. The Office will not execute a contract for construction of any phase of the project until the Municipality pays to the Office the Municipality's 25% share of the anticipated contract amount.

(12) All project costs are estimates subject to adjustment by the Federal Government, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the Federal Government, the State as the Non-Federal Sponsor and the Municipality. The cost of the project may increase due to erosion of beachfront, increased quantity of sand required, and cost for construction. The cost of the project may increase due to requested betterments, i.e. additional work to the project paid for at 100% cost by the non-federal sponsor at a 75%/25% cost share or 100% by the municipality for non shore protection work. The final cost will be based on actual cost as documented by records maintained by the Office and Army Corps of Engineers. The Office will invoice the Municipality for the Municipality's 25% share of any increase in project cost, prior to the closeout of the construction contract for a particular phase of the project. Payment shall be made by the Municipality within 30 days of its receipt of the invoice, unless a longer time period is agreed to by the Office.

(13) The Office will invoice the Municipality for their 25% share of the cost of each phase of the project. The Office will not authorize the Corps to commence the construction of any phase of the project until the Municipality pays to the Office the Municipality's 25% share of the accepted low bid for the construction to be undertaken under the contract.

(14) If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, then the Office reserves all legal recourse including but not limited to seeking injunctive relief to force compliance or commencing an action in a court of appropriate jurisdiction to obtain an accounting and to recover the State's share of any funds provided to the Municipality under this Agreement, plus interest, legal costs and other expenses. If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, the Office reserves the right to cease its performance under this Agreement. Further, if the Municipality fails to provide its share, or any portion thereof, of the funding in the time and manner required, the Office reserves the right to withhold from the Municipality payment of funds for present or future work on any phase of the Project necessary for the Office to recover that share of the funding that the Municipality has failed to provide.

Prior to instituting any action under this provision, the Office shall serve the Municipality with a written notice of the violation of the Agreement and the Municipality shall have 60 days to cure any breach or nonpayment. In addition, if the Municipality fails to perform in accordance with this Agreement, its eligibility for future shore protection funds may be impacted.

(15) If the Office fails to receive annual appropriations or the federal share provided for under the LCA in amounts sufficient to meet the Office's project costs for the then current or upcoming fiscal year, the Office shall so notify the Municipality in writing, and 60 days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. Such suspension shall remain in effect until such time as the Office receives sufficient appropriations or until either party elects to terminate this Agreement. Any such termination shall not relieve the parties of liability for any obligation previously incurred.

(16) All notices under this agreement shall be sent in writing to:

For the Office:

David Rosenblatt, Administrator  
Office of Engineering & Construction  
1510 Hooper Avenue, Suite 140  
Toms River, New Jersey 08753

For the Municipality:

The Honorable Adam Schneider, Mayor  
City of Long Branch  
344 Broadway  
Long Branch, New Jersey 07740-6994

The Municipality herein represents that it has complied with all conditions and obligations imposed by any prior State Aid Agreement with the Department or the Office or has entered into a compliance schedule, which is made a part of this Agreement and is attached hereto.

(17) The waiver of a breach of any of the terms or conditions of this Agreement by the Office shall not constitute a waiver of any subsequent breach. Any consent by the Office to a delay in the Municipality's performance of any obligation shall apply only to the particular transaction to which the consent to delay relates, and it shall not be applicable to any other obligation or transaction under this Agreement.

(18) In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.

(19) Nothing contained herein shall be construed so as to create rights in any third party.

(20) This agreement will take effect upon execution by all parties and will remain in effect, except as otherwise provided in the Agreement, and can be amended by agreement of the parties.

(21) This Agreement may be executed in counterparts.

(22) If any provision of this Declaration or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Declaration and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

(23) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.

(24) Once the project is complete, the Municipality is responsible for all future routine maintenance and costs associated with upkeep and repair of the project between jointly performed beach renourishments.

(25) All parties understand and agree that the intent of this project is to provide shoreline stabilization and storm damage reduction along the Atlantic Ocean in the City of Long Branch (Sternberger Avenue to approximately North Bath Avenue). This project has been designed by the U.S. Army Corps of Engineers and reviewed and approved by the Office. Due to natural forces and/or changing conditions, there is no guarantee that the beachfill will persist or maintain its engineering integrity and effectiveness post construction.

IN WITNESS WHEREOF, the Municipality and the Office have hereunto set their respective names on the day and year first above written.

CITY OF LONG BRANCH

ATTESTED:

BY \_\_\_\_\_

Adam Schneider  
Mayor  
City of Long Branch

\_\_\_\_\_  
Howard H. Woolley, Jr.  
Business Administrator  
City of Long Branch

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ENGINEERING & CONSTRUCTION  
STATE OF NEW JERSEY

ATTESTED:

BY \_\_\_\_\_

David Rosenblatt  
Administrator  
Office of Engineering & Construction

APPROVED:

BY \_\_\_\_\_

Amy Cradic  
Assistant Commissioner  
Natural & Historic Resources

The aforementioned agreement has been reviewed and approved as to form.

\_\_\_\_\_  
Anne Milgram  
Attorney General of New Jersey

BY \_\_\_\_\_

Deputy Attorney General

LOCAL COOPERATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
The STATE OF NEW JERSEY  
FOR CONSTRUCTION OF  
THE ATLANTIC COAST OF NEW JERSEY,  
SANDY HOOK TO BARNEGAT INLET,  
SECTION I - SEA BRIGHT TO OCEAN TOWNSHIP,  
BEACH EROSION CONTROL PROJECT

THIS AGREEMENT is entered into this 30<sup>th</sup> day of July 1992, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and the STATE OF NEW JERSEY (hereinafter referred to as the "Local Sponsor"), acting by and through the Commissioner of the New Jersey Department of Environmental Protection and Energy.

WITNESSETH, THAT:

WHEREAS, construction of the Shoreline Project along the Atlantic Coast of New Jersey, Sandy Hook to Barnegat Inlet (hereinafter referred to as the "Project" as defined in Article I.a. of this Agreement), was authorized by the River and Harbor Act of 1958, Public Law 85-500, 85th Congress, second session in accordance with House Document No. 332 and subsequently amended by Section 854 of the Water Resources Development Act of 1986, Public Law 99-662 and Section 4 of the Water Resources Development Act of 1988, Public Law 100-676; and,

WHEREAS, Section 103 (c) (5) and Section 854 of the Water Resources Development Act of 1986, Public Law 99-662, as amended by Section 4 of the Water Resources Development Act of 1988, Public Law 100-676, specify the cost-sharing requirements applicable to the construction of the Project; and,

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project by the Secretary of the Army shall not be commenced until the non-Federal interest has entered into a written agreement to furnish its required cooperation for the Project; and,

WHEREAS, The General Design Memorandum entitled "Atlantic Coast of New Jersey, Sandy Hook to Barnegat Inlet, Beach Erosion Control Project; Section I - Sea Bright to Ocean Township, New Jersey" dated January 1989 (hereinafter referred to as the "GDM"), which describes the Project, was approved by the Chief of Engineers on October 17, 1990.

WHEREAS, the Local Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

- a. The term "Project" shall mean that project generally described in the GDM. The

Project provides for the initial construction and subsequent periodic nourishment of beachfill to form a 100 foot wide berm at an elevation of 10 feet above mean low water (MLW) and a berm cap extending to an elevation of 12 feet above MLW, with required advanced nourishment and the notching of 15 existing groins extending from Sea Bright to Ocean Township, New Jersey. The beachfill material for the Project will be taken from three offshore borrow areas. The northern borrow area is located offshore of Sandy Hook, New Jersey. The two southern borrow areas are located offshore of Belmar, New Jersey. Additionally, this Project will require the rehabilitation of the existing seawall along the shorefront extending from Sea Bright to Monmouth Beach, New Jersey, (hereinafter referred to as the "seawall") and the extension of 36 drainage outfall pipes by the Local Sponsor.

b. The term "initial construction" shall mean initial construction in accordance with the GDM and includes initial construction of beachfill to form a 100 foot wide berm at an elevation of 10 feet above mean low water (MLW) and a berm cap extending to an elevation of 12 feet above MLW, with required advanced nourishment and the notching of 15 existing groins extending from Sea Bright to Ocean Township, New Jersey and rehabilitation of the existing seawall from Sea Bright to Monmouth Beach, New Jersey. The extension of 36 drainage outfall pipes is part of the initial construction and is to be provided by the Local Sponsor. The rehabilitation of the existing seawall from Sea Bright to Monmouth Beach, New Jersey will be accomplished by the Local Sponsor prior to the advertisement of the first Federal construction contract.

c. The term "total cost of initial construction" shall mean all costs incurred by the Local Sponsor and the Government directly related to the initial construction of the Project. Such costs shall include, but not necessarily be limited to, continuing planning and engineering costs incurred after October 1, 1985; cost of applicable engineering and design; actual construction cost; supervision and administration costs; and cost of contract dispute settlements or awards; and the value of lands, easements, and rights-of-way including suitable borrow areas, and utility and facility alterations provided for the Project by the Local Sponsor, but shall not include any costs for betterments, operation, maintenance, repair, replacement, or rehabilitation.

d. The term "period of initial construction" shall mean the time from the advertisement of the first construction contract to the time the Contracting Officer certifies the initial construction is complete.

e. The term "Contracting Officer" shall mean the U.S. Army Engineer for the New York District, or his designee.

f. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

g. The term "relocations" shall mean the preparation of plans and specifications for, and the accomplishment of all alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads, highways, bridges, railroad bridges and approaches thereto, buildings, pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements, exclusive of the seawall, and those determined by the Government to be necessary for the construction, operation and maintenance of the Project.

h. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins October 1<sup>st</sup> and ends on September 30<sup>th</sup>.

i. The term "involuntary acquisition" shall mean the acquisition of lands, easements, and rights-of-way by eminent domain.

j. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the Contracting Officer, in writing, to be suitable for tender to the Local Sponsor to operate and maintain in advance of completion of construction of the

Project. To be suitable for tender, the Contracting Officer must determine that the completed portion of the project can function independently and for a useful purpose although the balance of the project may be incomplete.

k. The term "periodic nourishment" shall mean the placement of suitable beachfill material on the project area following the completion of initial construction at such intervals of time during the 50 year period following completion of initial construction as are determined appropriate by the Government in cooperation with the Local Sponsor. Periodic nourishment will be based on an average annual placement of approximately 587,000 cubic yards of suitable beachfill material as generally described in the GDM.

l. The term "authorized periodic nourishment period" shall mean the authorized Federal participation in the periodic nourishment of the project for a period of 50 years from the date of completion of initial construction. Periodic nourishment will be undertaken every six years unless based on a joint inspection and information gathered during the surveillance of the Project, the Government in cooperation with the Local Sponsor determines that such periodic nourishment is not technically necessary or economically justified at that time.

m. The term "cost of periodic nourishment" shall mean all costs incurred by the Local Sponsor and the Government directly related to periodic nourishment.

n. The term "surveillance" shall mean all costs incurred by the Local Sponsor and the Government directly related to monitoring of the beach for a period of 50 years from the date of completion of initial construction. A surveillance plan of the beach is required to determine when future nourishment must be accomplished to maintain the design level of protection. Monitoring of the beach after initial construction consists of beach profiles and aerial photography, sediment sampling, hydrographic surveys, tidal data, environmental data, engineering and design, and supervision and administration as generally described in the GDM.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

a. Upon completion of the rehabilitation measures for the existing seawall from Sea Bright to Monmouth Beach, New Jersey, and upon agreement by the Local Sponsor to provide public access as required by Section 4 of the Water Resources Development Act of 1988, Public Law 100-676; the Government, subject to, and using funds provided by the Local Sponsor and appropriated by the Congress of the United States, shall expeditiously construct the Project (including relocations of railroad bridges and approaches thereto), applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Local Sponsor shall be afforded the reasonable opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. To the extent possible, the Local Sponsor also shall be afforded the reasonable opportunity to review and comment on all modifications and change orders in excess of \$25,000 prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the comments of the Local Sponsor, but award of contracts, modifications or change orders, as well as settlement and/or payment of claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

b. When the Government determines that the Project, or a functional portion of the Project, is complete, the Government shall turn the completed Project or functional portion over to the Local Sponsor, which shall accept the Project or functional portion and be solely responsible for operating, repairing, maintaining, replacing, and rehabilitating the Project or functional portion in accordance with Article VIII, of this Agreement.

c. As further specified in Articles Ia. and IIa. of this Agreement, the Local Sponsor must complete the rehabilitation of the existing seawall from Sea Bright to Monmouth Beach, New Jersey before the first Federal construction contract is advertised. In accordance with Section 4 of the Water Resources Development Act of 1988, Public Law 100-676,

accomplishment of such work shall be deemed to satisfy the Local Sponsor's cost sharing requirement for the first \$40,000,000 of initial construction. The Local Sponsor shall pay 35 percent of all initial construction costs in excess of \$40,000,000 in accordance with Section 103 of the Water Resources Development Act of 1986, Public Law 99-662; in addition to those costs that may arise from Articles III and VIII of this Agreement.

d. As further specified in Article III hereof, the Local Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow areas, and perform all relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for initial construction, periodic nourishment and operation of maintenance of the Project. At its sole discretion, the Government may perform relocations in cases where it appears that the Local Sponsor's contributions will exceed the maximum non-Federal cost share set in Article VI.f.

e. The Local Sponsor may request, in writing, that the Government perform all the Local Sponsor's required relocations for the Project with the understanding that the required relocations shall be performed at the sole discretion of, and without loss, cost or expense to, the Government. If the Government is requested to perform these relocations, the Local Sponsor shall provide 100 percent of all relocation costs in accordance with Article VI.d.

f. As further specified in Article VI hereof, the Local Sponsor shall provide, during the authorized periodic nourishment period, a contribution equal to 35 percent of the cost of periodic nourishment.

g. If the value of creditable contributions provided for initial construction under paragraph d. of this Article represents less than 35 percent of total cost of initial construction, the Local Sponsor shall provide, during the initial period of construction, an additional cash contribution in the amount necessary to make its total contribution equal to 35 percent of total cost of initial construction.

h. No Federal funds may be used to meet the Local Sponsor's share of Project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

i. The Local Sponsor agrees to participate in and comply with applicable Federal flood plain management and flood insurance programs.

j. Not less than once each year the Local Sponsor shall inform affected interests of the limitations of the protection afforded by the Project.

k. The Local Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the floodplain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

l. The Local Sponsor shall provide and maintain necessary access roads, parking areas and other public use facilities open and available to all on equal terms, as required by Section 4 of the Water Resources Development Act of 1988, Public Law 100-676.

m. The Government and the Local Sponsor have agreed on plans to provide public use of the shore at Sea Bright and Monmouth Beach consistent with the Federal and non-Federal cost sharing for the Project. Those plans are contained in State Aid Agreements dated November 11, 1989. Similar plans will be agreed to before initiation of construction of the remaining portion of the Project. The Local Sponsor shall assure continued conditions of public use of the shore upon which the amount of Federal participation is based during the economic life of the Project.

n. Prior to advertisement of a Federal construction contract for the Project, the Local Sponsor shall complete the rehabilitation measures for the seawall and shall provide a certification, in a form acceptable to the Government, by the proper official of the State of

New Jersey, that public access to the contract area is in accordance with all requirements of State law and regulations.

### ARTICLE III - LANDS, FACILITIES, AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

a. The Local Sponsor shall furnish to the Government all lands, easements, and rights-of-way, including suitable borrow areas, as may be determined by the Government to be necessary for initial construction, periodic nourishment, operation, and maintenance of the Project, and shall furnish to the Government evidence supporting the Local Sponsor's legal authority to grant rights-of-entry to such lands. The necessary lands, easements and rights-of-way may be provided incrementally, but all lands, easements and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

b. Upon notification from the Government, the Local Sponsor shall accomplish or arrange for accomplishment at no cost to the Government all alterations and relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for construction of the Project.

c. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way for the Project and subsequent operation and maintenance of the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act. The Local Sponsor shall provide such documentation as the Contracting Officer requires to demonstrate compliance.

### ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The Local Sponsor shall not receive a separate credit for the value of lands, easements, and rights-of-way necessary for the rehabilitation of the existing seawall from Sea Bright to Monmouth Beach, New Jersey. Allowances for such lands, easements, and rights-of-way are included in the credit recognized in Section 4 of the Water Resources Development Act of 1988, Public Law 100-676 for amounts expended by the Local Sponsor.

b. The Local Sponsor shall receive a credit for the value of any lands, easements, and rights-of-way provided for other initial construction. Such credit shall be applied towards the Local Sponsor's share of total cost of initial construction and will be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Local Sponsor as of the date the first construction contract for the Project is awarded, the credit shall be the fair market value of the interest at the time of such award. The fair market value shall be determined by an appraisal, to be obtained by the Local Sponsor, which has been prepared by a qualified appraiser who is acceptable to both the Local Sponsor and the Government. The appraisal shall be reviewed and approved by the Government.

2. If the lands, easements, or rights-of-way are to be acquired by the Local Sponsor after the date of award of the first construction contract for the Project, the credit shall be the fair market value of the interest at the time such interest is acquired. The fair market value shall be determined as specified in Article IV.a.1. of this Agreement. If the Local Sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Local Sponsor has secured prior written approval from the Government of its offer to purchase such interest.

3. If the Local Sponsor acquires more lands, easements or rights-of-way than

are necessary for Project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for Project purposes shall be included in total costs of initial construction and credited towards the Local Sponsor's share.

4. Allowable credit for lands, easements or rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

5. Credit for lands, easements, and rights-of-way acquired by the Local Sponsor within a five-year period preceding the date of this Agreement is signed, or at any time after this Agreement is signed, will also include the actual incidental costs of acquiring the interest, e.g. closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement.

c. The costs of relocations which will be included in total cost of initial construction and credited towards the Local Sponsor's share of total costs of initial construction shall be that portion of the actual costs as set forth below and approved by the Government:

1. Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of New Jersey would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

2. Utilities and Facilities (including railroads): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any alterations or relocations, if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total costs of initial construction.

#### ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Local Sponsor and the Government during the period of construction, the Local Sponsor and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project. The Local Sponsor will be informed of any changes in cost estimates.

b. The representatives appointed above shall meet as necessary during the period of construction and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to construction of the Project, but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations.

#### ARTICLE VI - METHOD OF PAYMENT

a. The Local Sponsor shall provide, during the period of initial construction, the cash payments required to meet its obligation under Article II of this Agreement for other than the rehabilitation of the existing seawall from Sea Bright to Monmouth Beach, New Jersey. The total cost of initial construction is currently estimated to be \$202,000,000. The non-Federal

share is currently estimated to be \$68,900,000. In order to meet its cash payment requirements the Local Sponsor must provide a cash contribution currently estimated to be \$57,800,000. The dollar amounts set forth in this Article are based upon the Government's best estimates which reflect projection of costs to October 1991 price levels and anticipated inflation. Such cost estimates are subject to adjustments based upon cost actually incurred and are not to be construed as the total financial responsibilities of the Government and the Local Sponsor.

b. The Local Sponsor shall provide its required cash contributions in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Local Sponsor by 1 April of each year of the estimated funds that the Government has available for its share and those funds that will be required from the Local Sponsor to meet its share of total cost of initial construction for the upcoming Government fiscal year.

2. No later than sixty (60) calendar days prior to the award of the first Federal construction contract, the Government shall notify the Local Sponsor of its share of the initial construction costs, including its share of costs attributable to the Project incurred before the award of the first Federal construction contract. No later than thirty (30) calendar days thereafter, the Local Sponsor shall verify to the satisfaction of the Government that it has deposited the requisite amount in an escrow account acceptable to the Government, with interest accruing to the Local Sponsor.

3. For succeeding fiscal years of initial construction, the Government shall, no later than sixty (60) calendar days prior to the beginning of the fiscal year, notify the Local Sponsor of the Local Sponsor's share of initial construction costs for that fiscal year. No later than thirty (30) calendar days prior to the beginning of the fiscal year, the Local Sponsor shall make the necessary funds available to the Government through the funding mechanism specified in Article VI.b.2. and Article VI.c of this Agreement. As initial construction of the Project proceeds, the Government may adjust the amounts required to be provided under this paragraph to reflect actual costs of initial construction.

4. If, at any time during the period of initial construction the Government determines that additional funds will be needed from the Local Sponsor, the Government shall so notify the Local Sponsor and the Local Sponsor, no later than forty-five (45) calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2 of this Agreement.

c. The Government will draw on the escrow account provided by the Local Sponsor such sums as it deems necessary to cover contractual and other in-house Government obligations attributable to the Project as they are incurred, as well as Project costs incurred by the Government before the award of the first Federal construction contract.

d. If the Government is requested in writing by the Local Sponsor to perform the Local Sponsor required relocations, the Local Sponsor shall make a cash payment, in addition to the cash contribution required by Article VI.a., equal to 100% of the costs of relocations. The Local Sponsor shall provide this cash payment prior to the award of any contract for initial construction which includes the relocation work. The Government shall draw on such funds as necessary to cover contractual and in-house obligations as they are incurred. If at any time during the relocation work the Government determines that additional funds will be needed from the Local Sponsor, the Government shall so notify the Local Sponsor, no later than 30 days after receipt of such notice, shall make a cash payment to the Government of the necessary amount. After completion of such relocation work, the Government will perform a final accounting. In the event the cash payment by the Local Sponsor is less than the amount required to cover all costs of the relocation, the Local Sponsor shall, no later than 30 days after receipt of written notice, make a cash payment to the Government of whatever sum is needed to cover the costs of the relocations. The cost of relocations is currently estimated to be \$2,900,000.

e. Upon completion of initial construction and resolution of all relevant contract

claims and appeals, the Government shall compute the total costs of initial construction and tender to the Local Sponsor a final accounting of the Local Sponsor's share of such costs. In the event the total contribution provided during the period of initial construction by the Local

Sponsor is less than its required share of total cost of initial construction, the Local Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its required share of total cost of initial construction.

f. In the event the Local Sponsor has made cash contributions in excess of 35 percent of total cost of initial construction which result in the Local Sponsor's having provided more than its required share of total cost of initial construction, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return said excess to the Local Sponsor.

g. The Local Sponsor also shall provide, for a period of 50 years after the date of completion of initial construction, a cash contribution equal to 35 percent of the cost of periodic nourishment and the surveillance. Such cash contribution shall be made in advance of each beach nourishment operation in accordance with the following: No later than 60 days prior to the award of the construction contract for the periodic nourishment, the Government shall notify the Local Sponsor of its estimated share of costs of the periodic nourishment. No later than 30 days thereafter, the Local Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, New England" to the Contracting Officer representing the Government.

h. For purposes of budget planning, the Government shall notify the Local Sponsor by 1 April of each year of the estimated funds that the Government has available for its share and those funds that will be required from the Local Sponsor to meet its share of surveillance and periodic nourishment costs for the upcoming Government fiscal year.

i. Upon completion of each periodic nourishment contract and resolution of all relevant contract claims and appeals, the Government shall compute the total cost of said periodic nourishment and tender to the Local Sponsor a final accounting of its share of the cost. In the event the total contribution by the Local Sponsor is less than its required share of the total cost of said periodic nourishment at the time of the final accounting, the Local Sponsor shall, within 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its required share of the cost of the periodic nourishment. In the event the Local Sponsor has made cash contributions in excess of its required share of the total cost of the periodic nourishment, the Government shall within 90 calendar days of the final accounting for that periodic nourishment, subject to the availability of funds, return said excess to the Local Sponsor.

## **ARTICLE VII - DISPUTES**

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

## **ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION**

a. After the Contracting Officer has determined that the construction of the Project, or functional portion of the Project is complete, and provided the Local Sponsor with written notice of such determination, the Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the completed Project, or functional portion of the Project at no cost to the Government, in accordance with regulations or directions prescribed by the Government.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the Project for the purpose of inspection, and, if necessary, for the purposes of completing, operating, replacing, repairing, maintaining, or rehabilitating the Project. If an inspection shows that the Local Sponsor for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If the Local Sponsor persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Local Sponsor of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

c. In the event the Project is damaged or destroyed by storms or other natural forces prior to completion of initial construction of the Project, the Government and the Local Sponsor shall consult on necessary repairs and reconstruction efforts. The cost of any such repair or reconstruction efforts will be considered construction costs and will be cost shared as construction costs in accordance with Section 103 of Water Resources Development Act of 1986, Public Law 99-662. With respect to any functional portions of the Project, however, the Local Sponsor shall remain solely responsible for operating, maintaining, repairing, replacing, and rehabilitation of the functional portion in accordance with paragraph a. of this Article.

#### **ARTICLE IX - RELEASE OF CLAIMS**

The Local Sponsor shall hold and save the Government free from all damages arising from the construction, periodic nourishment, operation, and maintenance, repair, or rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

#### **ARTICLE X - MAINTENANCE OF RECORDS**

The Government and the Local Sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total cost of initial construction and the cost of periodic nourishment. The Government and the Local Sponsor shall maintain such books, records, documents, and other evidence for a minimum of three years after final payment of each contract for construction or periodic nourishment of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

#### **ARTICLE XI - GOVERNMENT AUDIT**

The Government shall conduct an audit when appropriate of the Local Sponsor's records for the Project to ascertain the allowability, reasonableness, and allocability of its costs for inclusion as credit against the non-Federal share of Project costs.

#### **ARTICLE XII - FEDERAL AND STATE LAWS**

In acting under its rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations, including section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

#### **ARTICLE XIII - RELATIONSHIP OF PARTIES**

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

#### **ARTICLE XIV - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE XV - COVENANT AGAINST CONTINGENT FEES**

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XVI - TERMINATION OR SUSPENSION**

a. If at any time the Local Sponsor fails to make the payments required under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate or suspend work on the Project until the Local Sponsor is no longer in arrears, unless the Assistant Secretary of the Army (Civil Works) determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 percentum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations for the Project in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Local Sponsor. After 60 days either party may elect without penalty to terminate this Agreement pursuant to this Article or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain

in effect until such time as the Government receives sufficient appropriations or until either party elects to terminate this Agreement.

#### **ARTICLE XVII - OBLIGATION OF FUTURE APPROPRIATIONS**

Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of New Jersey when such obligation would be inconsistent with the State's constitutional or statutory limitations.

#### **ARTICLE XVIII - NOTICES**

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage-prepaid), registered, or certified mail, as follows:

**If to the Local Sponsor:** Commissioner,  
New Jersey Department of Environmental Protection and  
Energy  
CN 401  
501 E. State Street  
Trenton, New Jersey 08625

**If to the Government:** District Engineer  
U.S. Army Engineer District, New York  
26 Federal Plaza  
New York, New York 10278-0090

b. A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

#### **ARTICLE XIX - CONFIDENTIALITY**

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### **ARTICLE XX - HAZARDOUS SUBSTANCES**

a. After execution of this agreement and upon direction by the Contracting Officer, the Local Sponsor shall perform, or cause to be performed, such environmental investigations as are determined necessary by the Government or the Local Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601-9675, on lands necessary for Project construction, operation, and maintenance. All actual costs incurred by the Local Sponsor which are properly allowable and allocable to performance of any such environmental investigations shall be included in total costs of initial construction and cost shared as construction cost in accordance with Section 103 (c) (5) of Public Law 99-662.

b. In the event it is discovered through an environmental investigation or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the

Project contain any hazardous substances regulated under CERCLA, the Local Sponsor and the Government shall provide prompt notice to each other, and the Local Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Local Sponsor shall determine whether to initiate construction of the Project, or if already in construction, to continue with construction of the Project, or to terminate construction of the Project for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project. Should the Government and the Local Sponsor determine to proceed or continue with construction after considering any liability that may arise under CERCLA, as between the Government and the Local Sponsor, the Local Sponsor shall be responsible for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total costs of initial construction as defined in this Agreement. In the event the Local Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge its responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project or proceed with further work as provided in Article XVI.

d. The Local Sponsor and the Government shall consult with each other under the Construction Phasing and Management Article of this Agreement to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph c of this Article shall not relieve any party from any liability that may arise under CERCLA.

e. The Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner so that liability will not arise under CERCLA.

#### ARTICLE XXI - SECTION 902 PROJECT COST LIMITS

The Local Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes a maximum initial construction cost for the Project. For purposes of this Agreement, the Section 902 cost limit for initial construction of the first Federal construction increment (the Northern Reach, Reach 1, as detailed in the GDM, figure 7, made up of construction contracts 1a and 1b) is \$134,800,000 as calculated using October 1991 price levels and allowances for future inflation. This amount shall be adjusted to allow for appropriate increases for inflation and changes in initial construction Project costs as provided in Section 902. Should initial construction cost maximum be reached, no additional funds may be expended on the Project until additional authority is obtained from Congress.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

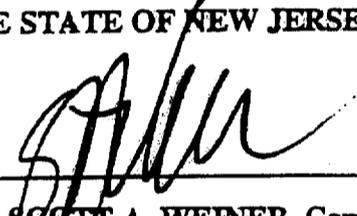
THE DEPARTMENT OF THE ARMY

BY: 

NANCY P. DORN  
Assistant Secretary of the  
Army (Civil Works)

DATE: 30 July 92

THE STATE OF NEW JERSEY

BY: 

SCOTT A. WEINER, Commissioner  
State of New Jersey  
Department of Environmental Protection  
and Energy

DATE: 7-14-92

CERTIFICATE OF AUTHORITY

I, John VanDalen , do hereby certify that I represent the Attorney General of the State of New Jersey and that the Department of Environmental Protection and Energy of the State of New Jersey is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the United States of America and the State of New Jersey in connection with the Atlantic Coast of New Jersey, Sandy Hook to Barnegat Inlet Section I, Sea Bright to Ocean Township, Beach Erosion Control Project and to pay damages, if necessary, in the event of failure to perform in accordance with Section 221 of Public Law 91-611 and that the person who has executed the contract on behalf of the State of New Jersey acting by and through its Department of Environmental Protection and Energy has acted within his statutory authority.

IN WITNESS WHEREOF, I have executed this Certificate of Authority on this the 1st day of July, 1992.

Robert J. Del Tufo  
Attorney General of New Jersey

By: [Signature]  
John VanDalen  
Deputy Attorney General

STATE OF NEW JERSEY )  
COUNTY OF ) SS:

On this 1st day of July in the year 1992, before me, a Notary Public of the State of New Jersey, personally came John VanDalen, to me known and known to me to be the Deputy Attorney General of the State of New Jersey, and the same person described in and who executed the within Certificate of Authority, dated July 1 1992, and he acknowledged he executed the same as the representative of the Attorney General of the State New Jersey for the State of New Jersey.

[Signature]  
A Notary Public of New Jersey

Susan K. Brown  
Notary Public of New Jersey  
My Commission Expires Mar. 25, 1998

## CERTIFICATION REGARDING LOBBYING

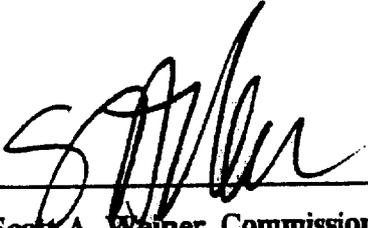
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**Scott A. Weiner, Commissioner  
State of New Jersey  
Department of Environmental Protection  
and Energy**

**CERTIFICATE OF LEGAL REVIEW**

The Local Cooperation Agreement for Shore Protection along the Atlantic Coast of New Jersey, Sandy Hook to Barnegat Inlet, Beach Erosion Control Project, Section I - Sea Bright to Ocean Township, has been fully reviewed by the Office of Chief Counsel, USAED, New York.



**District Counsel  
Paul Cheverie**

APPENDIX B

PROJECT 6016 SANDY HOOK TO BARNEGAT INLET,  
SECTION I - SEA BRIGHT TO OCEAN TOWNSHIP, NJ  
LONG BRANCH RENOURISHMENT COST SHARING ANALYSIS

**Federal and Non-federal Cost Sharing:**

The estimated cost for the renourishment is to be shared between the non-federal sponsor and the federal sponsor as follows:

65% Federal share	\$ 5,525,000.00
35% Non-federal share	\$ 2,975,000.00
Total	\$ 8,500,000.00

**State of New Jersey and City of Long Branch Cost Sharing:**

The non-federal estimated cost share for the renourishment is to be shared between the State of New Jersey and the City of Long Branch as follows:

75% State of New Jersey share	\$ 2,231,250.00
25% City of Long Branch share	\$ 743,750.00
Total	\$ 2,975,000.00

APPENDIX C

FLAT BEACH EASEMENT REQUIREMENTS  
PERPETUAL EASEMENTS WILL BE ACQUIRED FOR:

BLOCK NO.	LOT	DESCRIPTION/REMARKS
87	4.01	PRIVATE-OBTAINED
87	4.1115	PRIVATE
87	5.01	PRIVATE-OBTAINED
87	5.56	PRIVATE (FORMERLY BLOCK 87, LOT 5 AND BLOCK 87, LOT 6)
87	7.01	PRIVATE-OBTAINED
87	7.1003	PRIVATE
87	8	PRIVATE
87	8.01	PRIVATE-OBTAINED
87	9.445	PRIVATE-PARTIALLY OBTAINED. NEED TO OBTAIN THE FORMER BLOCK 87, LOT 9 PORTION.
141	1	PUBLIC-OBTAINED
150	1	PUBLIC-OBTAINED
204	1	PUBLIC-OBTAINED

APPENDIX D

Prepared by:

\_\_\_\_\_

DEED OF DEDICATION AND PERPETUAL STORM

DAMAGE REDUCTION EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2008 BY AND

BETWEEN

whose address is

referred to herein as Grantor,

AND

THE CITY OF LONG BRANCH, a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, 344 Broadway, Long Branch, New Jersey 07740 AND THE STATE OF NEW JERSEY referred to herein collectively as the Grantees,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located in the City of Long Branch, County of Monmouth, State of New Jersey, and identified as Block \_\_\_\_\_, Lot \_\_\_\_\_, on the official tax map of the City of Long Branch, hereinafter the "Property," and Grantor holds the requisite interest to grant this Deed of Easement; and

WHEREAS, the Grantees recognize that the beach at Long Branch, New Jersey is subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State; and,

WHEREAS, the Grantees desire to participate with each other and the United States Army Corps of Engineers to construct the Atlantic Coast of the Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, Beach Erosion Control Project, as defined in the July 30, 1992 Local Cooperation Agreement between the Department of the Army and the State of New Jersey, hereinafter "Project"; and,

WHEREAS, construction of the Project includes periodic renourishment, which may be performed solely by the Grantees or in conjunction with the United States Army Corps of Engineers; and,

WHEREAS, in order to accomplish part of the Project, Grantees need a Perpetual Storm Damage Reduction Easement on portions of said Property herein described; and,

WHEREAS, the State of New Jersey and United States Army Corps of Engineers will not participate in the Project unless the Grantees acquire the real property interest herein described in all real property needed for the Project; and,

WHEREAS, the City of Long Branch shall consider this Deed of Easement in establishing the full assessed value of any lands subject to such restrictions; and,

WHEREAS, the Grantor desires to cooperate in allowing the Project to take place on a portion of said Property; and,

WHEREAS, the Grantor acknowledges that it will benefit from the successful implementation of the Project; and,

**WHEREAS**, the Grantor acknowledges that after successful implementation of the Project the beach and dune are still subject to the forces of nature which can result in both erosion and accretion of the beach and dune; and,

**WHEREAS**, this Deed of Easement will also serve to implement the Public Trust Doctrine and ensure permanent public access, use and enjoyment of the beach and ocean.

**NOW, THEREFORE**, in consideration for the benefits to be received by the Grantor from the successful implementation of the Project, the Grantor grants and conveys to Grantee an irrevocable, assignable, perpetual and permanent easement as set forth herein:

**GRANT OF EASEMENT:** A perpetual and assignable easement and right-of-way for the Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, Beach Erosion Control Project in, on, over and across that land of the Property described for the Blocks and Lots listed above for use by the State of New Jersey and the City of Long Branch, their representatives, agents, contractors and assigns to:

- a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and renourish periodically;
- b. Move, temporarily store and remove equipment and supplies;
- c. Erect and remove temporary structures;
- d. Perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the Sandy Hook to Barnegat Inlet, Section I - Sea Bright to Ocean Township, Beach Erosion Control Project together with the right of public use and access;
- e. Post signs, plant vegetation on said dunes and berms;
- f. Erect, maintain, and remove silt screens and snow fences;
- g. Facilitate preservation of dune and vegetation through the limitation of public access to dune areas;
- h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures, and obstacles within the limits of the easement.

The easement reserves to the Grantor, the Grantor's heirs, successors and assigns the right to construct a private dune overwalk structure in accordance with any applicable Federal, State, or local laws or regulations, provided that such structure shall not violate the integrity of the dune in shape, dimension, or function. Prior approval of the plans and specifications for such structures must be obtained from the City of Long Branch and the State of New Jersey. Such structures are to be considered subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the project. The easement reserves to the Grantor, the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantees, subject however to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing public streets. Grantor hereby expressly agrees not to grade or excavate within the easement area or to place therein any structure or material other than a dune walkover as referenced above without prior approval of the plans and specifications for said activities from the City of Long Branch, the State of New Jersey and/or any applicable Federal agency, as required.

**Duration of Easement:** The easement granted hereby shall be in perpetuity, and in the event that the City of Long Branch or the State of New Jersey shall become merged with any other geo-political entity or entities, the easement granted hereby shall run in favor of surviving entities. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

**City of Long Branch to Maintain Beach:** The City of Long Branch agrees, consistent with all Federal, State and local statutes and regulations, that at all times it shall use its best, good-faith efforts to cause the beach area abutting Grantor's lands to be maintained, consistent with any applicable Federal, State or local laws or regulations, notwithstanding any action or inaction of the State of New Jersey, Department of Environmental Protection or the United States Army Corps of Engineers to maintain the beach area.

**Character of Property:** Notwithstanding the foregoing, nothing herein is intended or shall be deemed to change the overall character of the Property as private property; nothing herein shall be deemed to grant to the Grantee or otherwise permit the Grantee or any other person to cross over or use any part of the Property which is not within the Easement Area; nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property.

By the acceptance of this Deed of Easement, the Municipality agrees, to the extent allowed by applicable law, that the Lands burdened by the easement herein described shall not be excluded from the calculation of minimum square footage requirements when construing applications under the Zoning Ordinance of the Municipality.

**Miscellaneous:**

1. The enforcement of the terms of this Easement shall be at the discretion of the Grantees and any forbearance by Grantees to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation or of any of Grantee's rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.
3. If any provision of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

**IN WITNESS WHEREOF,** with the parties understanding and agreeing to the above, they do hereby place their signatures on the date at the top of the first page.

Accepted by the  
Property Owner,  
GRANTOR

Witnessed by:

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

\_\_\_\_\_  
(Print Name)

Date \_\_\_\_\_

Accepted by the  
CITY OF LONG BRANCH,  
GRANTEE

Witnessed by:

BY: \_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

\_\_\_\_\_  
(Print Name)

Date \_\_\_\_\_

Accepted by the  
STATE OF NEW JERSEY, GRANTEE

Witnessed by:

BY: \_\_\_\_\_  
David Rosenblatt, Administrator  
Office of Engineering &  
Construction

\_\_\_\_\_  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Date \_\_\_\_\_

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:

I CERTIFY that on \_\_\_\_\_ 2008,

personally came before me and this person acknowledged under oath, to my satisfaction that this person (or if more than one, each person);

- 1) is named in and personally signed this Deed of Easement;
- 2) signed, sealed and delivered this Deed of Easement as his or her act and deed;
- 3) holds the requisite ownership interest and authority to execute this Deed of Easement; and
- 4) made this Deed of Easement for the full and actual consideration as set forth herein.

\_\_\_\_\_  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

APPENDIX E

U.S. Fish and Wildlife Service  
New Jersey Field Office  
J. Eric Davis, Jr., Supervisor  
927 North Main Street  
Building D  
Pleasantville, NJ 08232  
(609) 646-9310

**APPENDIX F**

GUIDELINES FOR MANAGING RECREATION ACTIVITIES IN PIPING PLOVER BREEDING  
HABITAT ON THE U.S. ATLANTIC COAST TO AVOID TAKE UNDER SECTION 9 OF THE  
ENDANGERED SPECIES ACT

Northeast Region, U.S. Fish & Wildlife Service, April 15, 1994

<http://www.fws.gov/northeast/pipingplover/recguide.html>

R# 17508

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2008 TAXES**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2008 taxes and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2008 taxes in the total amount of \$3,811.04 and,

BLOCK	LOT	NAME	AMOUNT
85 764 Ocean Ave	8.23	Chase Home Finance Account of: Lier, Arthur c/o FARETS PO Box 961250 Fort Worth, TX 76161-9887	1,506.33
186 317 Bath Ave	6.41	Countrywide Account of: Campbell, Matthew PO Box 5012 Woodland Hills, CA 91365-5012	695.72
234 44 Slocum Pl	13	Wells Fargo Account of: Irizarry, E. One Home Campus MAC X2302-04D Des Moines, IA 50328	1,272.24
416 432 Ocean Blvd	7.512	Chase Home Finance Account of: Wilman, Shari c/o FARETS PO Box 961250 Fort Worth, TX 76161-9887	336.75

R# 176-08

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2008 TAXES**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2008 taxes and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2008 taxes in the total amount of \$8,597.22 and,

BLOCK	LOT	OWNER	AMOUNT
287	22.03	DDBB, LLC 307 YALE AVENUE POINT PLEASANT BEACH, NJ 08742	975.90
287	23		785.64
287	24		633.43
287	25		605.48
287	26		620.63
287	27		615.91
287.01	22.04		554.96
288	1		3,805.27

R# 177-08

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT  
HARBOR MANSION FOR THE 2008 SUMMER SEASON**

**WHEREAS**, Harbor Mansion located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Harbor Mansion; and

**WHEREAS**, Harbor Mansion wishes to utilize on its behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, Harbor Mansion agrees to pay the City of Long Branch the sum of \$85.00 per hour for the services rendered by the City of Long Branch to Harbor Mansion; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the Council of the City of Long Branch is of the opinion that entering into such an agreement with Harbor Mansion will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**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 an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Harbor Mansion, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

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

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made this 27th day of May 2008 by and between:

**HARBOR MANSION**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, Harbor Mansion, owns property on the ocean front in the City of Long Branch; and

**WHEREAS**, Harbor Mansion does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at Harbor Mansion, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at Harbor Mansion, provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Renaissance agrees to pay to the City of Long Branch \$85.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at Harbor Mansion.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2008 until the end of the bathing season which shall be not later than September 2008.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2008.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

BY: \_\_\_\_\_  
Mayor Adam Schneider

**HARBOR MANSION**

\_\_\_\_\_

BY: \_\_\_\_\_



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

To: Peter Berkley  
Harbor Mansion

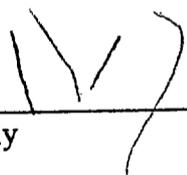
Fr: City Clerks Office

Re: Beach Raking

Dear Mr. Berkley

I have been asked by the Director of Recreation to inquire as whether the beach at Harbor Mansion will be seeking to have the beach raked by the city as in previous years. Please acknowledge same and agree to pay \$ 85.00 per hour for said services. If this is your intention please sign below and return this letter to the City Clerks Office no later than May 22, 2008 so we can prepare the necessary documents for the approval by the governing body.

If you have any questions, please feel free to contact Carl Jennings, Recreation Director at (732) 571-6545

  
\_\_\_\_\_  
Peter Berkley





recycled paper

R# 178-08

**RESOLUTION AUTHORIZING CONTRACT  
FOR UPDATE OF MILLENNIUM PIER FEASIBILITY STUDY**

**WHEREAS**, the City of Long Branch, in 1999, contracted with a team of professionals, lead by Thompson Design Group, to provide a feasibility study for construction of the Millennium Pier at the Long Branch oceanfront, and the two firms primarily involved in the study were Thompson Design Group and Basile Baumann Prost; and

**WHEREAS**, the City has the need to have the pier feasibility study updated to provide further analysis, and Basile Baumann Prost Cole & Associates, in conjunction with Thompson Design Group, has submitted a proposal, annexed hereto, to act as lead of a team of professionals necessary to update the study; and

**WHEREAS**, it is not feasible, from a practical or financial viewpoint, to entertain having the study updated by other than the original firms involved in producing the original study, and it is the recommendation of the Business Administrator that the City award the contract to Basile Baumann Prost Cole & Associates; and

**WHEREAS**, this contract is being awarded through the traditional process of selection by experience and reputation of the professional firm, as allowed by Local Public Contracts Law, and, not having publicly advertised for proposals, in accordance with N.J.S.A. 19:44A-1 et seq, the following required documents have been submitted with regard to authorizing this contract:

i. The Purchasing Agent has provided a Certification of Value Form, annexed hereto, certifiing that the value of this contract is above \$17,500.

ii. Basile Baumann Prost Cole & Associates has completed and submitted a Business Entity Disclosure Certification, annexed hereto, certifying that it has not made, and will not make, any reportable contributions that would bar the award this contract.

iii. Basile Baumann Prost Cole & Associates completed and submitted to the City on May 15, 2008, the C. 271 Political Contribution Disclosure Form, annexed hereto.

**WHEREAS**, the Chief Financial Officer of the City of Long Branch as certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **Trust Budget, Redevelopment Trust, Appropriation #T-14-200-104, in an amount not to exceed \$112,480.**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes a contract to Basile Baumann Prost Cole & Associates, for update of a Millennium Pier Feasibility Study, in accordance with the proposal and contract annexed hereto, for a sum not to exceed \$112,480.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contracts, and the City Clerk is directed to advertise notice of award as required by law.

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

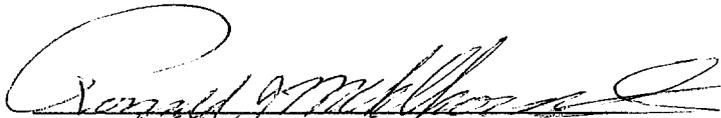
**UPDATE PIER FEASIBILITY STUDY**

Said contract being made as follows:

**BASILE BAUMANN PROST COLE & ASSOCIATES \$112,480**

Said funds being available in the form of:

<b>TRUST BUDGET</b>	
<b>OPD TRUST</b>	
<b>APPRO. #T-14-200-104</b>	<b>\$112,480</b>



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

*5/21/08*  
Date

**AGREEMENT**

**THIS AGREEMENT MADE THIS 27 DAY OF MAY, 2008,**

**BETWEEN:**                    **CITY OF LONG BRANCH**  
344 Broadway  
Long Branch, NJ 07740

Hereinafter called the **CITY**

**AND**

**BASILE BAUMANN PROST COLE & ASSOCIATES**  
177 Defense Highway Suite 10  
Annapolis, MD 21401

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining **BASILE BAUMANN PROST COLE & ASSOCIATES** to provide services to provide a feasibility study for construction of the Millennium Pier at the Long Branch oceanfront in accordance with the proposal attached hereto, for an amount not to exceed \$12,480.00; and

**NOW, THEREFORE**, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. The City of Long Branch hereby enters the within agreement for a sum not to exceed \$112,480.00.
2. Basile Baumann Prost Cole & Associates agrees to provide services.
3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to the completion of the project.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount, you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator and City Attorney of the need to continue service with an amendment to the contract.

The Administrator and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made **in advance of providing any services** the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et. seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC 17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.
8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance #18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
  
10. It shall be the contractor's responsibility to insure that their billing under this General Services Contract shall not include billing for any services or expenses provided for any redevelopment project after the date of award by the City of the developer agreement.
  
11. This Contract shall be binding upon the City has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR** attested by **IRENE A. JOLINE, CLERK** and the Municipal Seal to be hereunto affixed and the **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

**CITY OF LONG BRANCH**

by: \_\_\_\_\_  
Adam Schneider, Mayor

**Attested by:**

\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

Date: \_\_\_\_\_

**CONTRACTOR**

**Attested by:**

\_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



Basile Baumann Prost Cole & Associates, Inc.

Public/Private Development Advisors

---

Howard Woolley  
City Administrator  
Cit of Long Branch  
344 Broadway  
Long Branch, NJ 07740

May 4, 2008

RE: Pier – Project Implementation Study Proposal

Dear Mr. Woolley,

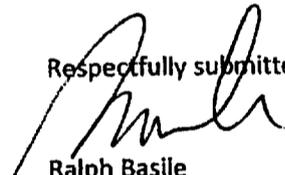
BBPC and Thompson Design Group are pleased to present the following proposal to complete further analysis of the Millennium Pier project. As the detailed scope of work states, we have assembled a world-class consultant team lead by BBPC and Thompson Design Group with various sub-consultants bringing specific expertise in the transportation, engineering, and retail programming fields. Please find the following information attached:

1. Proposed Scope of Work: Descriptive list of all anticipated project tasks
2. Cost proposal

Completion of this implementation study will provide the City of Long Branch with the information and analysis required to move this project from the planning stage into implementation. Our team commits to invest the time and resources needed to make a presentation to the City within 45 days of commencing work.

Thank you for considering our team for this exciting opportunity. We look forward to continuing our productive relationship with the City of Long Branch. If you need any additional information, please feel free to contact me.

Respectfully submitted,



Ralph Basile  
Principal

## Millennium Pier – Project Implementation Study

5/5/2008

### **Background**

In 2000 a team of consultants lead by Thompson Design Group (TDG) completed a pier feasibility study. The 2000 study reached conclusions regarding: ferry ridership, potential development programs, structure of the ferry pier and terminal, development cost, lease income, and the economic impact of the Pier.

### **Objective**

The 2008 study will build upon the previous study by:

1. Updating key ferry ridership and development cost estimates from the 2000 study to current figures.
2. Creating a detailed financial model of the development and operating period.
3. Determining the amount of development costs that can be funded from Pier related income and determine the amount of the funding gap.
4. Examining the potential of funding a portion of the Pier from outside (non-Pier related) sources.
5. Developing a comprehensive implementation strategy that can be immediately put into action.

### **Scope of Work**

#### **I. Update 2000 Study Results**

##### **1. Critical analysis of 2000 ferry ridership estimates**

- There have been no surveys of ferry passengers in Monmouth County since the 1997 survey referenced in the 2000 report. The earlier data will be reviewed for relevance to the current analysis.
- Analyze US Census data of detailed 2000 commuting patterns from Monmouth County to Manhattan. Use these data for the base condition of commuting preferences as of 2000. The analysis of these data will be used to construct a mode choice model of how the choice of the ferry is determined by the characteristics of the ferry and other transportation alternatives. It will also be used to determine how the proximity to the ferry landings in Manhattan affects ferry use. These models will be applied with the ferry option in place and expanded to reflect changes in population and housing in the commutershed for the prospective ferry service.
- Update ridership estimate from commuters, tourists, and event attendees.

**Result** → Confirmation of ferry demand. (Note if ridership update reveals that usage would be insufficient to support a ferry, the City of Long Branch will be alerted immediately and Thompson Design Group will revise remaining scope)

**Team Member Responsible:** Jeff Zupan, in consultation with TDG

##### **2. Set Development Program (Either A/B/C from 2000 study)**

The 2000 feasibility study had optimized program which cross- supported commuter traffic, seasonal visitation, and year-around users with tie-ins to redevelopment in Long Branch in order to optimize public investment, and yield a truly public amenity. Given that Long Branch has achieved significant land-side development since then, it is appropriate to revisit the palette of uses which best support the multiple goals of the program.

- Retail program
  - Tenant mix
  - Square footage of retail spaces
- Ferry terminal and complementary spaces
- Performance venues
  - Space footprint and complementary spaces (stage size, green room, etc.)
  - Seating Capacity
- Public spaces

**Result** → Selection of development program. Information is needed to determine development costs and operating financials.

**Team Member Responsible:** TDG in consultation with Lehr Jackson and BBPC

### 3. Cost update and Development Period Pro forma

To support this budget exercise, it is necessary to revisit cost assumptions based upon current industry data, for structures proposed in the 2000 Study. No redesign of the 2000 pre-feasibility structures shall be undertaken.

- Update all 2000 Hard (construction) costs to 2008 levels
  - Review the 2000 study Engineering Report and supporting documentation
  - Review the Hard Costs estimates of 2000 study.
  - Update cost estimates based on the latest square footage cost data prepared for the heavy construction industry with consideration of constructability.
  - Updated costs for the breakwater, docking facilities, and ferry ramp structure will be included.
  - Prepare draft Updated Cost Estimate Memorandum for review.
  - Finalize Updated Cost Estimate Memorandum based upon client and team review.
- Create Development Period Pro Forma
  - Soft Costs
  - Tenant Improvements
  - Planning & Construction timeframe
  - Forecast timing of development capital flows
  - Determination of total development costs including development period interest

**Result** → Estimation of project's total development costs

**Team Member Responsible:**

**Hard Costs:** Ove Arup and Partners in consultation with TDG.

**Project Proformas:** BBPC

## II. Pier Operating Detail

### 4. Analysis of Potential Pier Revenue Generating Uses

- Retail Users
  - Confirm existence of interest from retail tenants identified in planned retail program
  - Determine likely tenant improvement (TI) costs for each tenant

- Determine likely lease structure and \$ per square foot rates
- Performance Venue
  - Confirm interest from live event venue operators
  - Determine potential terms for operating agreement

**Result** → Confirmation that planned retail mix is realistic and understanding of potential lease income  
 Team Member Responsible: BBPC in consultation with Lehr Jackson and TDG

#### 5. Creation of Pier Operations Financial Model

- Privately Operated Uses (Retail/Commercial)
  - Gross annual revenue potential (via expected \$/SF lease rates)
  - Vacancy expectation
  - Reimbursable operating costs
  - Operating costs
  - Net Operating Income (NOI)
- Performance Venue
  - Usage mix (number of events by type)
  - Revenue (lease revenue and/or operating revenue)
  - Operating costs
  - NOI
- Ferry terminal & public spaces
  - Annual operating/maintenance cost

**Result** → Forecast of the Pier's annual revenue, costs, and income in aggregate and broken down by each use.  
 Team Members Responsible: BBPC

### III. Financial Review

#### 6. Maximum Debt Capacity of Pier Income Streams

- Total Operating Income – All Uses

NOI Commercial Spaces  
 + NOI Performance Venue  
 + NOI (Loss) Ferry Terminal and Public Spaces  
 = Annual Pier Cash Flow

- Financing/Bonding Assumptions
  - Debt Service Coverage Ratio (DSCR)
  - Interest Rate
  - Term
  - Amortization Schedule
  - Capitalized Interest Period

- Maintenance Reserve
- Calculation of maximum Debt Capacity

**Result** → Determination of maximum debt/bonding capacity of Pier.  
**Team Members Responsible:** BBPC

**7. Reconcile Expected Development Costs with Debt Capacity**

- Compare Total Development Costs to Debt Potential
  - Identify funding gap or excess
- Sensitivity Analysis – Impact of modifying (+/-) key assumptions
  - Operating assumptions (lease rates, operating costs, performance venue revenue, etc.)
  - Total Development Cost and Construction Period
  - Financing Terms

**Result** → Determination of Pier project funding gap.  
**Team Members Responsible:** BBPC

**IV. Findings Presentation & Alternative Funding Conference (Full Day Meeting – Location TBD)**

**8. Findings Presentation**

- Review of Research and Assumptions
  - Ferry, Performance Venue, and Retailer interest
  - Total Development Cost
  - Operating Financials
  - Bond/Debt supportable from Pier income
- Findings

**9. Alternative Funding Seminar**

- Experts will be invited to discuss potential and process of funding Pier from alternative sources:
  - State of New Jersey
  - Federal Government
  - Venue naming rights
  - Transportation Agencies
  - Private donations (Funding Drives)
  - Pier Privatization Funding Mechanisms
    - Lease in Lease Out (LILO)

## **V. Implementation Plan**

### **10. Financing Plan & Ownership Structure**

- **Sources of Funds**
  - Internal Pier sources
  - External Funding Sources
  - Risks to City of Long Branch
  
- **Potential Development and Operating Structure**
  - City of Long Branch role
  - State of New Jersey

### **11. Implementation Plan – Milestones with expected durations**

- **Political / Entitlement**
- **Ferry Operator and Tenanting**
- **Financing**
- **Planning (Design and Development Plans etc.)**
- **Construction**

**Millenium Pier - Project Implementation Study**

**Cost Proposal - 5/5/2008**

<b>Consultant</b>	<b>Experitise</b>
<b><i>Thompson Design Group</i></b>	<b>Planning &amp; Urban Design</b>
<b><i>Basile Baumann Prost &amp; Cole</i></b>	<b>Market, Financial, Economic Analysis</b>
<b><i>Lehr Jackson</i></b>	<b>Retail Analysis</b>
<b><i>Jeff Zupan</i></b>	<b>Transportation Consultant</b>
<b><i>Ove Arup &amp; Partners</i></b>	<b>Construction Enginner - Cost Estiamtes</b>
<b>Total</b>	



Attached is a pier feasibility proposal from BBPC and TGG that Chub wanted me to send to you. The last page - Cost Proposal has an area that did not come out clearly. The name of the consultant and the cost is as follows:

Thompson Design Group	\$31,000
Basile Baumann Prost & Cole	\$59,000
Lehr Jackson	\$3,000
Jeff Zupan	\$9,480
Ove Arup & Partners	\$10,000
Total:	\$112,480

5/5/2008

*Original*

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF LONG BRANCH**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Arup USA, Inc. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the scheduled date of award of the contract by the governing body, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Long Branch as defined pursuant to N.J.S.A. 19:44A-3(j), (q) and (r).

Election Fund of Adam Schneider	<input checked="" type="checkbox"/>
Election Fund of Brown, Celli, DeStafano,	<input checked="" type="checkbox"/>
Giordano and Zambrano	<input checked="" type="checkbox"/>
Unger for City Council	<input checked="" type="checkbox"/>
_____	<input checked="" type="checkbox"/>
_____	<input checked="" type="checkbox"/>

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
 Corporation     
 Sole Proprietorship     
 Subchapter S Corporation  
 Limited Partnership   
 Limited Liability Corporation     
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
None	

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Arup USA, Inc.

Signed: [Signature] Title: Principal

Print Name: John Eddy Date: 5/16/08

Subscribed and sworn before me this 16 day of May, 2008

My Commission expires:

June 25, 2009

[Signature]  
(Affiant)

John Eddy, Principal  
(Print name & title of affiant) (Corporate Seal)





**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF LONG BRANCH**

**Part I – Vendor Affirmation**

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Election Fund of Adam Schneider	1
Election Fund of Brown, Celli, DeStafano,	1
Giordano and Zambrano	1
Unger for City Council	1
—	1
—	1

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

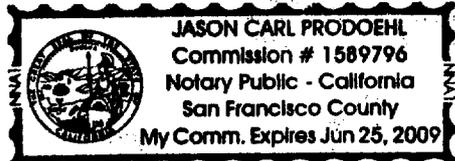
Name of Stock or Shareholder	Home Address
None	

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Arup USA, Inc.  
 Signed: [Signature] Title: Principal  
 Print Name: John Eddy Date: 5/16/08

Subscribed and sworn before me this 16 day of May, 2008  
[Signature]  
 My Commission expires: June 25, 2009  
[Signature]  
John Eddy, Principal  
 (Print name & title of affiant) (Corporate Seal)



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

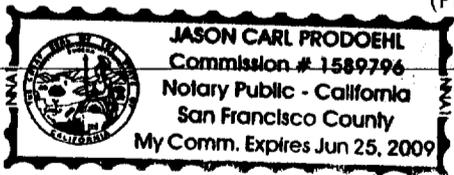
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
Name: _____	Name: _____
Home Address: _____	Home Address: _____

Subscribed and sworn before me this 16 day of May, 2008  
(Notary Public) J. Prodoehl  
My Commission expires: June 25, 2009

John Eddy  
(Affiant)  
John Eddy, Principal  
(Print name & title of affiant)



(Corporate Seal)

**POLITICAL CONTRIBUTION AFFIDAVIT**

State of New Jersey  
County of Monmouth

ss:

I, John Eddy residing in Orinda  
(name of affiant) (name of municipality)  
in the County of Contra Costa and State of California  
of full age, being duly sworn according to law on my oath depose and say that:

I am Principal of the firm of Arup USA, Inc.  
(title or position) (name of firm)

Arup USA, Inc., a professional firm intending to do  
business with the City of Long Branch, and I hereby certify that the firm is in full  
compliance with **Long Branch Ordinance #18-05**, entitled An Ordinance Requiring  
Public Contracting Reform, annexed hereto, that the firm has not given any political  
contribution that would bar it from entering into contract with the City of Long Branch,  
and further, for the life of the contract, will adhere to the requirements of Ordinance  
#18-05 relative to future donations.

Arup USA, Inc.  
(Name of firm)

Subscribed and sworn to  
before me this day

May 16, 2007 <sup>8</sup><sub>SP</sub>

[Signature]  
(Signature of affiant)

[Signature]  
Signature of Notary Public

John Eddy  
(Type or print name of affiant under signature)

(Seal)

My Commission expires June 25, 2009

Forms/PoliticalContributionAffidavit.doc



R# 179-08

**RESOLUTION RELEASING ESCROW DEPOSIT**

PROJECT: Foxworth  
BLOCK: 364  
LOT: 4

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

WHEREAS the application is complete.

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

WHEREAS the Planning Division has reviewed said request and has recommended release of said guarantee

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$924.35, plus accrued interest if applicable, to

Foxworth Construction, Inc.  
50 Winfield Drive  
Little Silver, NJ 07739

R# 180-08

**RESOLUTION AMENDING 171-07 IMPOSING SPECIAL CONDITIONS  
OF THE LIQUOR LICENSE OF ADAM LICENSE HOLDING, LLC T/A  
STINGERS STATE LICENSE # 1325-33-061-004**

**WHEREAS**, the City of Long Branch acting as the local arm of the Alcoholic Beverage Commission has passed resolution 171-07 which resolution imposed special conditions on the renewal of the liquor license of Adam License Holding, LLC, T/A Stingers State License Number 1325-33-061-004; and

**WHEREAS**, one of the conditions upon the licensee was that the licensee construct closed circuit surveillance and recording system, to record the events in and about its licensed premises and adjoining public areas with such equipment, as it current state of the art in order to record and assist law enforcement in identifying any violations of the law; and

**WHEREAS**, one of the conditions upon the licensee was that the licensee give public notice as to the existence of its video equipment and the surveillance being conducted on and about the premises; and

**WHEREAS**, one of the conditions upon the licensee was that they install an ID photo machine or keep record of identification used by customers; and

**WHEREAS**, one of the conditions upon the licensee was that they maintain control over the sound equipment to address the specific issue of noise emanating from the premises thus preventing the creation of a nuisance to the surrounding neighborhood; and

**WHEREAS**, one of the conditions imposed upon the licensee was that the licensee shall hire two (2) uniformed police officers who shall be on duty Thursdays, Fridays and Saturdays from 11:00 pm to closing at 2:00 am and one hour thereafter ( 4 hour shift). This requirement shall remain in effect for the entire period of probation unless the Director of Public Safety exercising his discretion determines that the times, duration or need of this requirement may be modified or relaxed, and

**WHEREAS**, the Public Safety Director has received written communication from the licensee that the licensee's business has changed so that there is no longer the operation of a bar/nightclub which caused the necessity for the condition of closed circuit surveillance and recording system, and the condition of notice to the public as to the existence of its video equipment and the surveillance being conducted on and about the premises, and the condition of control over the sound equipment to address the issue of noise emanating from the premises, and the condition of an ID photo machine to keep record of identification used by customers and for uniformed police officers to be on duty Thursdays, Fridays and Saturdays from 11 pm to 2 am; and

**WHEREAS**, the Public Safety Director has determined that the licensee is sincere with respect to only operating the alcoholic beverage license # 1325-33-061-004 for the purpose of servicing a restaurant operation on the premises;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that Resolution 171-07 requiring the licensee to construct closed circuit surveillance and recording system to record the events in and about its licensed premises and adjoining public areas with such equipment, as is current state of art in order to record and assist law enforcement in identifying any violations of the law, and the condition of giving notice to the public as to the existence of its video equipment and the surveillance being conducted on and about the premises, and the condition of control over the sound equipment to address the issue of noise emanating from the premises thus preventing the creation of a nuisance to the surrounding neighborhood; and the condition of an ID photo machine to keep record of identification used by customers and the condition of having to hire two (2) uniformed police officers who shall be on duty Thursdays Fridays and Saturdays from 11:00 pm to closing at 2:00 am and for one hour thereafter (4 hour shift) shall be removed from the conditions imposed upon said licensee as long as the licensee only uses its retail plenary consumption license for restaurant purposes and does not operate a bar and/or nightclub on the premises. In the event that such a change in the use of operation is noticed by the police department then in that event, upon notice and hearing to be afforded to the licensee these conditions may be reimposed.

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

F:\USERS\Long Branch\Resolutions\2007\Auth.Avenue-LeClub.doc

R# 181-08

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

May 27, 2008

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 \_\_\_\_\_, 2008

\_\_\_\_\_  
Irene A. Joline, RMC  
City Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of May 27, 2008. 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.

200 Club of Monmouth County	Annual Awards Luncheon - Public Safety Director	*	150.00	
279 Broadway Assoc.	Rent for Municipal Court & Drug Office - June 2008		10,000.00	
A T & T	Utilities - Telephone - 4/16-4/28/2008	*	172.79	
A.C. Moore	Supplies for Various Events - May 2008 - Senior Affairs		458.88	
A.M./P.M. Services	Re-certification Class for Certified Municipal Registrars - Tina Brown - 5/9/08 - Health Dept.		99.00	
Affordable Interior Systems	Desks / Workstations for Detective Bureau - Police Dept.		4,690.26	
All American Turf	Back Pack Sprayers for Parks Dept.		178.48	
All Industrial Safety Products	Consumable Supplies - DPW		89.32	
All Shore Services	Supply, Install & Program Keypad on OEM Building - DPW		200.00	
Ambassador Medical Services	Drug Testing - March / April 2008 - Drug & Alcohol		737.50	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Redevelopment/Litigation/Tax Appeals - April 2008	*	26,007.90	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - General Matters - April 2008		7,107.56	Pymt #4
Atlantic Plumbing Supply	Plumbing Materials for Comfort Stations - DPW		256.50	
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Sector - February / March 2008		14,911.85	Pymt #2
Bette White Fernandez	Tap Dance Instruction - 4/25 & 5/2/2008 - Senior Affairs		58.00	
Beyer Bros. Corp.	Misc. Parts - OEM #930 & PW #112 - DPW		748.53	
Bigelow Motors	Misc. Automotive Parts - PD #59 - DPW		34.51	
Boro Printing	Posters for Various Events & Towing Record Books - Administration / Police Dept.		608.50	
Borough of Belmar	Registration for 2008 Summer Basketball League - Recreation Dept.		600.00	
Brices Auto Supply	Battery Jump Box for Police Vehicles - Traffic Dept.		304.00	
Bullet Lock & Safe	Misc. Keys/Locks - April 2008 - Various Depts.		1,818.55	
Café Bliss	Catered Food for Mother's Day Luncheon - 5/9/2008 - Senior Affairs		490.00	
Carol Thompson-Mellaci	Reimbursement for Expenses Incurred - Rutgers Conference - 4/30-5/1/08 - Purchasing Dept		134.97	
Cherry Valley Tractor Sales	Misc. Parts - Recreation Tractor #10 - DPW		351.38	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	26,007.90	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	342,760.72	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	803,130.95	
City of Long Branch Current Account	Transfer of Funds	*	8,486.00	
City of Long Branch Payroll Agency	Payroll Dated 5/16/2008	*	32,523.33	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



Jersey Central Power & Light	Utilities - Electric - 3/27-5/1/2008 - Various Locations	*	4,172.96
Jersey Central Power & Light	Utilities - Electric - 3/27-5/5/2008 - Various Locations	*	14,495.74
Jersey Elevator	Elevator Maintenance at City Hall Building - April 2008 - DPW		143.48
Joann Fabrics & Crafts	Supplies for Various Events - Senior Center	*	392.69
John Duffy Fuel Co.	Diesel Fuel - 4/15/2008 - DPW		18,427.50
John Guire Co.	Misc. Tools/Equipment - April 2008 - DPW		773.42
Kahlil Carmichael	Cardio Sculpt Instruction - 4/25 & 5/2/2008 - Senior Affairs		100.00
K-Mart	Equipment & Supplies for Investigation Unit #25-86 - Fire Prevention		187.07
Lanigan Assoc.	Misc. Equipment - Police Dept.		5,885.00
LBHS Wrestling Team	Full Page Ad for Journal - Mayor's Office		60.00
Lee Battery Service	Batteries for Police Dept. & DPW		423.86
Lomurro, Davison, Eastman & Munoz	Legal Services Rendered - Bond Counsel - April 2008		5,079.80
Long Branch Animal Hospital	Annual Check-Up for P.O Cistaro's K-9 - Police Dept.		266.00
Long Branch High School	Full Page Ad for Football Team Dinner - 5/7/2008 - Mayor's Office		60.00
Lou's Uniforms	Buttons for Uniform - Disp. Beirne - Police Dept.		16.00
LT. Jason Roebuck	Investigative Funds - Police Dept.	*	500.00
Maaco Auto Painting & Body Works Center	Paint Police Raid Van - DPW		610.00
MAFP	Registration - Spring Seminar - 5/8/2008 - J. Potyra - Health Dept.		55.00
Marian K. Akana	Services as Coordinator for "Art In The Park" - 4/7-5/3/2008 - L.B. Arts Council		1,320.00
Mark R. Aikins	Legal Services Rendered - Conflict Attorney - April 2008		1,084.43
Matthew Bender & Co.	NJ Admin Code Title 4A Personnel - DPW		70.24
Mazza & Sons	Recycle Tires - April 2008 - DPW		512.05
Memphis Equipment	Misc. Parts - LBR #20 & PW #215 - DPW		613.55
MMWR-Massachusetts Medical Society	Subscription for David Roach - 3/11/2008-3/13/2009 - Health Dept.		98.00
Modern Equipment Sales & Rental	Misc. Parts - PW #9 - DPW		800.00
Monmouth Cnty Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 4/17-4/29/2008 - DPW		37,432.21
Monmouth Ocean Field Hockey	Summer Field Hockey League - Recreation Dept.		600.00
Motorola C & E	Radio for Fire Chief's Vehicle - Fire Dept.		1,350.00
New Jersey American Water	Utilities - Water - 3/27-4/25/2008 - Various Locations	*	14,110.22
New Jersey Emergency Preparedness Assoc.	Registration - 2008 Conference - 5/8-5/9/2008 - Hayes/Dziuba/Shirley - OEM		225.00
New Jersey Natural Gas	Utilities - Gas - 3/24-4/29/2008 - Various Locations	*	3,416.90
New Jersey Natural Gas	Utilities - Gas - 4/1-5/1/2008 - Various Locations	*	716.58
NJ Drug Recognition Expert's Assoc.	2008 NJDRE Assoc. Annual Dues - P.O. Garrett - Police Dept.		25.00
NJ State League of Municipalities	Registration - Seminar - 5/1/2008 - Finance Director		75.00
NJ State Police - State Bureau of I.D.	Firearms I.D. Application Fee for Thomas Kerns - Police Dept.		60.25
NJSCPA Ed Foundation	Registration - Convention & Trade Show - 5/7-5/9/2008 - Finance Director	*	318.00
Party Fair	Supplies for Various Events - May 2008 - Senior Affairs		448.35
Petro King Service	Service Call for Tanks at DPW		949.56

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 4/30/2008 - DPW	25,660.57	
Red The Uniform Tailor	Uniforms - F. Rizzuto/D. Gotfredsen Jr./B. Garrett - Police Dept.	464.00	
Rittenhouse-Kerr Ford	Misc. Parts - Various Vehicles - DPW	373.04	
Rose Leonard	Watercolor Instruction - 5/8 & 5/15/2008 - Senior Affairs	140.00	
Russomano Enterprises	Repair PW Vehicle #8 - DPW	4,750.66	
Saker Shoprites	Food for Various Events - April / May 2008 - Senior Affairs / Human Services	437.92	
Scoles Floorshine Industries	Wipes for Finger Printing in Records Bureau - Police Dept.	151.70	
Seaboard Fire & Safety	Brackets for Fire Extinguishers - DPW	76.80	
Seaboard Welding Supply	Welding Supplies & Industrial Gases - April 2008 - Municipal Garage	525.75	
Seaside Materials	Various Materials for Cottage Place - DPW	693.81	
SFMANJ	Registration - Annual Spring Seminar - 5/7/2008 - F. Ravaschiere - DPW	35.00	
Siperstein's	Paint for Marking of Ball Fields - DPW	1,198.80	
Skip's Sports	T-Shirts for L.B. Drill Team - Recreation Dept.	260.00	
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 3/28-4/10/2008 - School Project - Community Dev.	595.00	*
Supply Saver Corp.	Printer Cartridges for Human Services	594.00	
Taylor Fence	Parts for Beachfront Railings - DPW	105.60	
Tee's Plus	Promotional Items for Oceanfest Giveaways - Police Dept.	612.58	
The Link News	Calendar - April 2008 - City Clerk	250.00	
The Peddler	Parts for Various Bikes - Recreation Dept. / Police Dept.	2,754.15	
Thompson Design Group	Professional Services Rendered - Broadway Gateway South - February / April 2008	25,631.87	Pymt #4-7
Thompson Design Group	Professional Services Rendered - Broadway Gateway North - April 2008	6,289.00	Pymt #1
Thompson Design Group	Professional Services Rendered - General Matters - February 2008	130.00	Pymt #4
Thomson Tax & Accounting	Computer Software - Finance Director	111.70	
Tina Brown	Mileage Reimbursement for Recertification Class - 5/9/2008 - Health Dept.	9.60	
Top Hat Uniform Rental	2008 Uniform Allowance - DPW	28,843.65	
Treasurer, State of NJ - Dept. Comm. Affairs	Demolition Bond Loan Program	29,508.60	*
Treasurer, State of NJ - Notary Public Section	Notary Public Comm. Renewal - Carla Tomas - Tax Collector	25.00	*
Trico Equipment	Service PW #105 & Equipment Rental for Manahassett Park - DPW / Community Dev.	9,389.20	
Troil Enterprises	Anti-Freeze - DPW	343.75	
United Parcel Service	Ground Transportation - Various Depts.	87.84	
Up-Tite Fasteners	Misc. Hardware for Cottage Place - DPW	312.89	
Verizon	Utilities - Telephone - 5/1-5/5/2008 - Various Locations	10,196.03	*
W E Timmerman	Misc. Parts - PW #90 & #91 - DPW	1,218.08	
W.B. Mason	Various Office Supplies - Various Depts.	1,080.69	
Warshauer Electric Supply	Electrical Materials - DPW	348.08	
William Bahamonde	First Quarter Mileage Reimbursement - IT-Administration	38.70	
Zaf's Service Center	Gasoline for Motorcycles - April 2008 - Police Dept.	38.05	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**TOTAL CURRENT**

2,409,819.67

Ansell, Zaro, Grimm & Aaron			*	231.00
Builers' General Supply				333.87
City of Long Branch Clearing Account			*	231.00
City of Long Branch Clearing Account			*	46,497.39
Clayton Block Co.				820.00
Dell Computer Corp.				1,550.12
Mr. John				17,400.00
Programmers Paradise				405.99
Seaside Materials				93.10
Semcor Equipment & Manufacturing Corp.				261.48
Sunrise Suites Hotel			*	595.00
Up-Tite Fasteners			*	2,487.18

**TOTAL CAPITAL**

70,906.13

City of Long Branch Clearing Account		Reimburse Clearing Account	*	3,915.62
City of Long Branch Clearing Account		Reimburse Clearing Account	*	5,541.62
City of Long Branch Payroll Agency		Payroll Dated 5/16/2008	*	396.37
City of Long Branch Payroll Agency		Payroll Dated 5/16/2008	*	5,145.25
F & C Automotive Supply		Misc. Automotive Parts - Animal Control Van		116.17
General Service Admin.		(1) New Animal Control Van	*	3,000.00
Monmouth County SPCA		Animal Shelter Services - April 2008	*	1,560.00
NJ Dept. of Health & Senior Services		April 2008 Dog Report	*	95.40

**TOTAL DOG**

19,770.43

Barbara Heggie		Choral Instruction - 4/29/2008 - Senior Affairs / Community Dev.		25.00
Boundary Fence		Install Fence at Bath Ave. Municipal Lot - Community Dev.		1,795.00
City of Long Branch Clearing Account		Reimburse Clearing Account	*	7,133.65

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,322.75	
City of Long Branch Payroll Agency	Payroll Dated 5/16/2008	*	376.26	
City of Long Branch Payroll Agency	Payroll Dated 5/16/2008	*	4,946.49	
Leon S. Avakian	Economic Development Zone Map for Community Dev.		1,800.00	
Long Branch Chamber of Commerce	Rent for Community Dev. & UEZ - June 2008		1,625.00	
Marturano Recreation	Bandshell for Broadway Park Improvements - Community Dev.		45,183.60	
Shore Institute of The Contemporary Arts	Misc. Printing Expenses - January 2008		1,057.63	Final Pymt
W.B. Mason	Various Office Supplies - UEZ		81.55	

**TOTAL HUD**

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**69,346.93**

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Affordable Interior Systems	Desks / Workstations for Detective Bureau - Police Dept.		8,000.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - April 2008	*	792.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts - April 2008	*	2,447.55	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - April 2008	*	88.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village I - April 2008	*	187.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront South - April 2008	*	165.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - April 2008	*	2,443.50	
Basil, Baumann, Prost & Assoc.	Professional Services Rendered - Pier Village II - February / March 2008	*	2,895.00	Pymt #2
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,123.05	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	30,438.51	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	54,782.73	
City of Long Branch Payroll Agency	Payroll Dated 5/16/2008	*	1,490.46	
City of Long Branch Payroll Agency	Payroll Dated 5/16/2008	*	48,289.78	
E M Waterbury & Assoc.	Engineering Services Rendered - April / May 2008 - Zoning Board		574.50	
Greenbaum, Rowe, Smith & Davis	Professional Services Rendered - Broadway Arts - April 2008		156.00	Pymt #3
Greenbaum, Rowe, Smith & Davis	Professional Services Rendered - Hotel Campus - April 2008		1,209.00	Pymt #4
Henry Conte	Relocation - Broadway Arts - Community Dev.	*	4,440.00	
James Thornton & Geraldine Scott	RCA Home Improvement Program - 394 Hendrickson Ave. - Community Dev.		17,500.00	
Leovant Flores	Relocation - Broadway Arts - Community Dev.	*	4,440.00	
Maxwell X. Colby	Legal Services Rendered - January 2007 / January 2008 - Planning Board		2,262.50	
Michael A. Irene, Jr.	Legal Services Rendered - April 2008 - Zoning Board		887.50	
Monmouth County Clerk's Office	OCCD Filing of Mortgage Assignments - Fitzgerald/Pratt/Bowles - Community Dev.		24.00	
Nereida Salas	Moving Benefit - Broadway Arts - Community Dev.	*	500.00	
Thompson Design Group	Professional Services Rendered - Beachfront North II - February / March 2008	*	780.00	Pymt #1-2

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Thompson Design Group  
Thompson Design Group  
Thompson Design Group  
William Nordahl

Professional Services Rendered - Pier Village III - February / April 2008  
Professional Services Rendered - Broadway Arts - February / April 2008  
Professional Services Rendered - Hotel Campus - February & April 2008  
Relocation - Beachfront North II - Community Dev.

5,200.00 Pymt #3-5  
3,640.00 Pymt #2-4  
1,680.00 Pymt #2-3  
\* 4,500.00

**TOTAL TRUST OTHER**

205,936.08

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE