

**WORKSHOP SESSION**

**CITY COUNCIL**

**MAY 22, 2007**

**6:00 P.M.**

- 1 - SHORE TRANSIT / RATE INCREASE / JOSEPH PISCATELLI**
- 2 - C.O. ORDINANCE AMENDMENT / KEVIN HAYES**
- 3 - REVIEW OF REGULAR MEETING AGENDA**

**ADMINISTRATIVE AGENDA**

**CITY COUNCIL**

**CITY OF LONG BRANCH**

**MAY 22, 2007**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE**

**CERTIFICATION BY CLERK:**

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

*Irene A. Joline, RMC  
City Clerk*

**HEARINGS:**

2007 MUNICIPAL BUDGET

**R136-07** RESOLUTION ADOPTING 2007 MUNICIPAL BUDGET

**READING AND APPROVAL OF PREVIOUS MINUTES:**

MAY 8, 2007

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

NONE

**ORDINANCES FOR INTRODUCTION:**  
**PUBLIC HEARING SCHEDULED FOR JUNE 12, 2007**

**#22-07** AN ORDINANCE AUTHORIZING THE EXECUTION OF CONFIRMATORY DEEDS WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED IN THE MANAHASSETT CREEK PARK PROJECT AREA PREVIOUSLY ACQUIRED BY THE CITY AND FOR WHICH THE CITY IS NOW PURSUING REIMBURSEMENT OF THE ACQUISITION COSTS PURSUANT WITH THE NEW JERSEY GREEN ACRES PROGRAM

**PUBLIC PARTICIPATION:**

**RESOLUTIONS:**

**R137-07** RESOLUTION ACCEPTING DONATION OF PALM TREES

**R138-07** RESOLUTION ACCEPTING DONATION OF A PIANO FOR THE SENIOR CENTER

**R139-07** RESOLUTION RELEASING APPLICATION ESCROW DEPOSIT (CIANFLONE)

**R140-07** RESOLUTION AUTHORIZING CONTRACT FOR LEGAL SERVICES AS CONFLICT ATTORNEY RELATIVE TO 2007 PROPERTY TAX APPEALS - DIFRANCESCO, BATEMAN, COLEY, YOSPIN, KUNZMAN, DAVIS & LEHRER

**R141-07** RESOLUTION AUTHORIZING AGREEMENT FOR LEGAL SERVICES IN DEFENSE OF A POLICE OFFICER - ROBERT J. HOLDEN, ESQ.

**R142-07** RESOLUTION TO REFUND OVERPAYMENT OF 2007 TAXES

**R143-07** RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF BELMONT LIQUORS LLC (OLD BELMONT LIQUORS) TO BAC LIQUORS, LLC

**R144-07** RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF LIONEL VASSELL AND PATSY VASSELL, 230 ROCKWELL AVENUE, LONG BRANCH, NJ

**R145-07** RESOLUTION APPROVAL PAYMENT OF BILLS

**R146-07** RESOLUTION AWARDING CONTRACT FOR PURCHASE AND DELIVERY OF SOIL FOR MANAHASSETT CREEK PARK

**R147-07** RESOLUTION AUTHORIZING NON-VULT PLEA AND TEN (10) DAY SUSPENSION FOR AVENUE/LE CLUB LIQUOR LICENSE 1325-33-027-008

**APPLICATIONS:**

1. APPROVING THE TRANSFER OF A TAXI CAB OWNERS LICENSE FROM JOHN BARNEY TO MOHAMMAD KHAN

**REDEVELOPMENT:**

UPDATE – MR. AARON (TENTATIVE)

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

**ADJOURNMENT**

Ordinance No.

22-07

**ORDINANCE AUTHORIZING THE EXECUTION OF CONFIRMATORY DEEDS  
WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED IN THE  
MANAHASSETT CREEK PARK PROJECT AREA PREVIOUSLY ACQUIRED BY  
THE CITY AND FOR WHICH THE CITY IS NOW PURSUING REIMBURSEMENT  
OF THE ACQUISITION COSTS PURSUANT WITH THE NEW JERSEY GREEN  
ACRES PROGRAM**

**WHEREAS**, there is within the City of Long Branch (the "City") certain real properties as identified on Exhibit A attached hereto and made a part hereof (the "Properties"), by way of a Deed to the City of Long Branch from the Long Branch Community Club, dated November 9, 2001 and recorded in the Office of the Monmouth County Clerk on January 9, 2002 in Deed Book 8074 at Page 559, for a total consideration in the amount of \$445,000.00 (as to Block 482, Lots 1&2); and by way of Eminent Domain and a Declaration of Taking dated November 13, 2003 and recorded in the Office of the Clerk of Monmouth County on May 13, 2003 in Official Record Book OR-8362 at Page 917, for a total consideration of \$2,435,000.00 (as to Block 458, Lots 2, 3, 4 & 5; Block 460, Lots 1, 2, 3, 4, 5 & 6; and Block 482, Lot 1) and as shown on the official Tax Map of the City, located in the Manahasset Creek Park project area; and

**WHEREAS**, because the Properties were purchased by the City for a public purpose, the City has elected to pursue reimbursement of the costs of acquiring said Properties from the New Jersey Department of Environmental Protection, Green Acres Program ("Green Acres") in return for those restrictions which shall be placed upon the Properties by virtue of the Green Acres designation; and

**WHEREAS**, in connection with said application, the City must meet certain requirements in connection with Green Acres as set forth in N.J.S.A. 13:8C-1, et seq., and N.J.A.C. 7:36, which includes the inclusion of certain language in the Deed of Conveyance and/or the Declaration of Taking, for the Properties that were acquired; and

**WHEREAS**, at the time of the City's acquisition of the Properties, reimbursement through the State Green Acres program was not yet contemplated and the Green Acres language requirements were unknown at the time of the acquisitions and were therefore omitted from both the acquisition Deed (as to Block 481, Lots 1&2), and the Declaration of Taking (as to Block 458, Lots 2, 3, 4, & 5; Block 460, Lots 1, 2, 3, 4, 5 & 6; and Block 482, Lot 1); and

**WHEREAS**, the City has determined that there is a need to prepare and properly execute a Confirmatory Deed for each of the two aforesaid acquisitions and to incorporate into each Confirmatory Deed the now required requisite Green Acres language in order to satisfy the Green Acres Program and enable the City to obtain reimbursement from Green Acres for the total consideration paid by the City in connection with the acquisitions of the Properties:

**NOW, THEREFORE BE IT ORDAINED** by the Mayor and Council of the City of Long Branch, the County of Monmouth, State of New Jersey that the proper City officials and agents of the City are hereby authorized and directed to take all reasonable, necessary and lawful steps to execute and deliver Confirmatory Deeds conveying the Properties from the City to the City, and cause same to be recorded by the Clerk of Monmouth County, for the purposes set forth above and in the forms as attached hereto and made a part hereof as "Exhibit B" and "Exhibit C".

**BE IT FURTHER ORDAINED**, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**BE IT FURTHER ORDAINED**, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

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

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

Prepared by: JAMES G. AARON, ESQ.

**CONFIRMATORY DEED**

This Deed is made on April , 2007

**BETWEEN**

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey, having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey, (referred to as "Grantor");

**AND**

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey, having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey, (referred to as "Grantee").

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The Grantor now grants and conveys the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00)**. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46-15-2.1) City of Long Branch, County of Monmouth, Block 481, Lots 1 & 2.

**Property.** The property consists of the land and all the buildings and structures on the land in the City of Long Branch, County of Monmouth, and State of New Jersey. The legal description is attached hereto as **Exhibit A**. The total area of the Property subject of this Confirmatory Deed is 3.653 acres, of which 3.653 acres is being dedicate by the Grantor for public purpose and which shall hereafter be subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq., and N.J.A.C. 7:36, as may be hereafter amended and supplemented, in accordance with the survey attached hereto as **Exhibit B**.

**BEING** the same premises as heretofore acquired by the City of Long Branch by way of a Deed from the Long Branch Community Club, dated November 9, 2001 and recorded in the office of the Monmouth County Clerk on January 9, 2002, in Deed Book 8074 at Page 559. The consideration paid by the City of Long Branch in connection with that conveyance was Four Hundred Forty Five Thousand Dollars (\$445,000.00).

**SECTION 2 - UPON ADOPTION FOR YEAR 2007**

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

**RESOLUTION**

Be it Resolved by the                      City Council                      of the                      City of                      County of                      Monmouth                      Long Branch                     , 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) \$ 26,829,539.99 (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 Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy

RECORDED VOTE (Insert last name)	Ayes	Nays	Abstained	Absent
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**SUMMARY OF REVENUES**

1. General Revenues							
Surplus Anticipated			08-100	\$	3,815,000.00		
Miscellaneous Revenues Anticipated			13-099	\$	10,258,164.02		
Receipts from Delinquent Taxes			15-499	\$	993,000.00		
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)				07-190	\$	26,829,539.99	
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	\$	0.00			
Total Revenues				13-299	\$	41,895,704.01	

*Handwritten mark*

**SUMMARY OF APPROPRIATIONS**

2007

<b>5. GENERAL APPROPRIATIONS</b>		XXXXXXX	XXXXXXXXXXXX.xx
Within "CAPS"		XXXXXXXXXX	XXXXXXXXXXXX.xx
(a&b) Operations Including Contingent		34-201	\$ 26,610,782.54
(e) Deferred Charges and Statutory Expenditures - Municipal		34-209	\$ 717,789.15
(g) Cash Deficit		46-885	\$ 0.00
Excluded from "CAPS"		XXXXXXXXXX	XXXXXXXXXXXX.xx
(a) Operations - Total Operations Excluded from "CAPS"		34-305	\$ 9,264,261.31
(c) Capital Improvements		44-999	\$ 401,000.00
(d) Municipal Debt Service		45-999	\$ 2,787,802.17
(e) Deferred Charges - Municipal		46-999	\$ 0.00
(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	\$ 2,114,068.84
<b>6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)</b>		07-195	\$ 0.00
<b>Total Appropriations</b>		<b>34-499</b>	<b>\$ 41,895,704.01</b>

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 22nd day of May, 2007. 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 2007 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 \_\_\_\_\_, 2007, \_\_\_\_\_, Clerk.

**EXHIBIT A****LEON S. AVAKIAN, INC.** *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953 - 2004)  
PETER R. AVAKIAN, P.E., P.L.S., P.P.  
MEHRYAR SHAFAI, P.E., P.P.  
GREGORY S. BLASH, P.E., P.P.  
LOUIS J. LOBOSCO, P.E.**DEED DESCRIPTION  
PROJECT NO. 1327-01-005  
BLOCK 481 LOTS 1 & 2  
BLOCK 482 LOT 1  
BLOCK 460 LOTS 1 THRU 6  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY**

All that certain tract or parcel of land located at Block 481 Lots 1 & 2, Block 482 Lot 1, block 460 Lots 1 through 6 in the City of Long branch, County of Monmouth, New Jersey, bounded and described as follows:

BEGINNING at the intersection of the Northerly right-of-way line of Naberl Avenue (50' wide right-of-way) and the westerly line of Long Branch Avenue (right-of-way width varies) said point having the 1983 NAD coordinates of N542584. 2353 E635438.4628 and running thence;

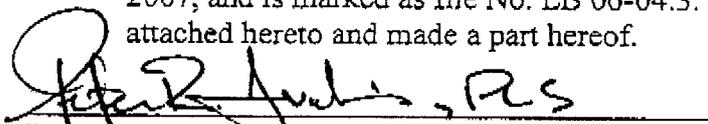
1. Southwesterly on a course of South  $81^{\circ}24'00''$  West along the northerly right-of-way line of Naberl Avenue (50' right-of-way) a distance of 418.36 feet to a point in the curved easterly right-of-way line of Narragansett Avenue (right-of-way width varies), and running thence;
2. Northwesterly along the easterly right-of-way line of Narragansett Avenue (65' right-of-way) on a curve to the left having a radius of 494.75', a central angle  $4^{\circ}20'48''$  and an arc length of 37.53' to a point of reverse curvature, and running thence;
3. Northwesterly continuing along the easterly right-of-way line of Narragansett Avenue on a curve to the right having a radius of 429.75', a central angle of  $17^{\circ}36'56''$  and an arc length of 132.13' to a point, and running thence;
4. Northwesterly continuing along the easterly right-of-way line of Narragansett Avenue on a course of North  $08^{\circ}36'00''$  West, a distance of 1,004.36' to a point in the southerly right-of-way line of Bay Avenue (50' right-of-way), and running thence;
5. Northeasterly along the southerly right-of-way line of Bay Avenue (50' right-of-way) on a course of North  $61^{\circ}24'45''$  East, a distance of 239.29' to a point, and running thence;

- 6. Northeasterly continuing along the southerly right-of-way line of Bay Avenue on a course of North 50°48'36" East, a distance of 261.52' to a point in the westerly right-of-way line Long Branch Avenue (right-of-way width varies) and running thence;
- 7. Southeasterly along the westerly right-of-way line of Long Branch Avenue on a course of South 08°36'00" East, a distance of 1,385.02' to a point, said point being the point and PLACE OF BEGINNING.

Total Area of tract 567,353.409 square feet or 13.025 acres containing the following tax lots:

- Lot 1 Block 481 21, 367,488 square feet or 0.491 acres.
- Lot 2 Block 481 137,732.586 square feet or 3.162 acres.
- Lot 1 Block 482 106,302.000 square feet or 2.44 acres.
- Lot 1 Block 460 98,201.335 square feet or 2.254 acres.
- Lot2 Block 460 35,000.000 square feet or 0.803 acres.
- Lot 3 Block 460 15,625.000 square feet or 0.359 acres.
- Lot 4 Block 460 18,125.000 square feet or 0.416 acres.
- Lot 5 Block 460 110,000.000 square feet or 2.525 acres.
- Lot 6 Block 460 25,000.000 square feet or 0.574 acres.

The above description was written pursuant to a survey of property designated as Block 481, Lots 1 & 2, Block 482, Lot 1 and Block 460 Lots 1 through 6, on the municipal tax map of the City of Long Branch, County of Monmouth, State of New Jersey. Said survey was prepared by Leon S. Avakian, Inc., 788 Wayside Road, Neptune, NJ 07753, dated November 22, 2006, revised through April 11, 2007, and is marked as file No. LB 06-04.3. A reduced copy of said plan is attached hereto and made a part hereof.



Peter R. Avakian, P.E., P.L.S., P.P.  
 NJ License No. 28142

# EXHIBIT B



KEY MAP  
NOT TO SCALE

1. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

2. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

3. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

4. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

5. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

6. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

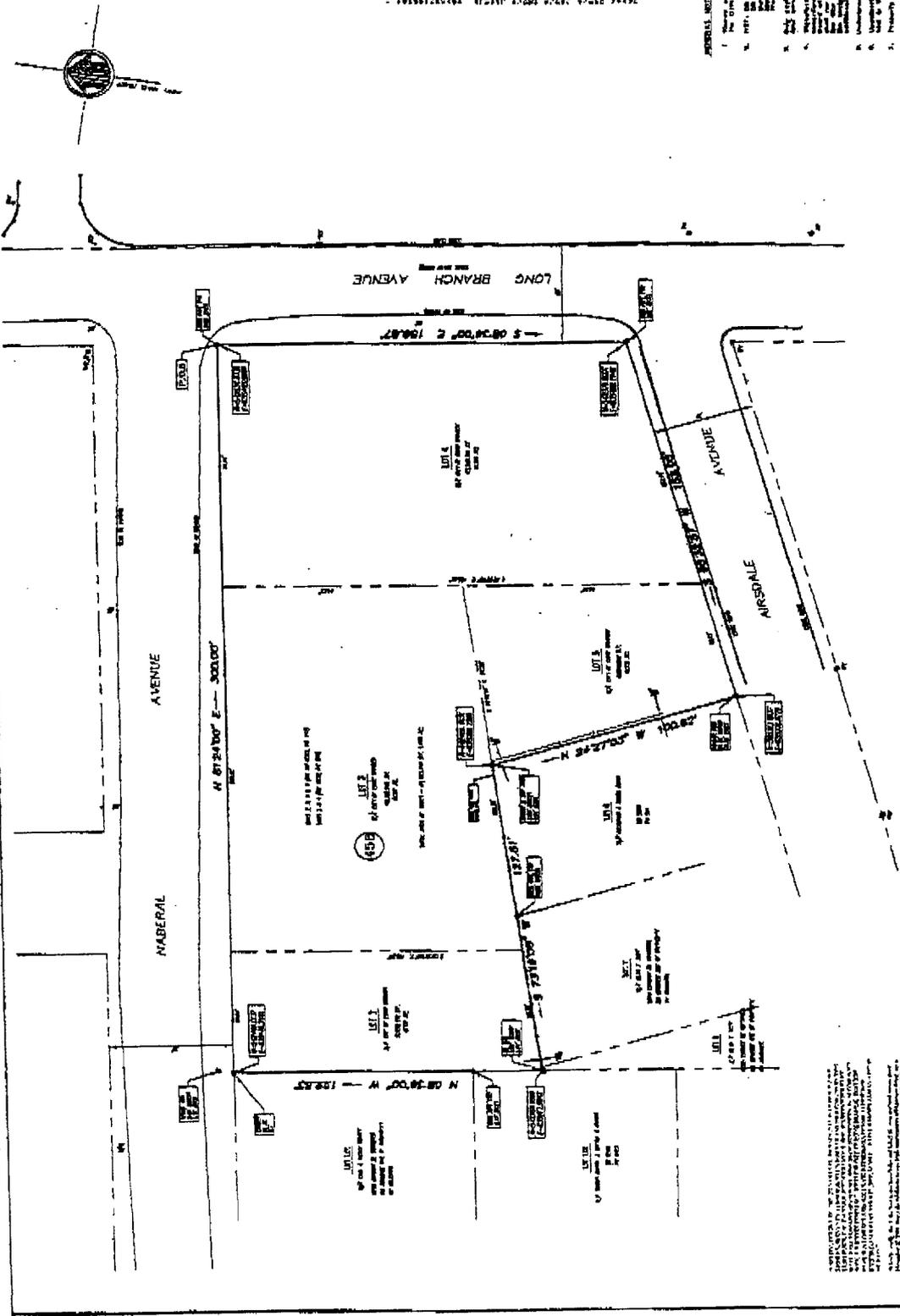
7. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

8. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

9. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

10. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.

- PERMITS, NOTES**
1. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  2. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  3. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  4. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  5. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  6. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  7. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  8. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  9. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.
  10. The lot is bounded on the north by Lot 1, on the east by Lot 2, on the south by Lot 3, and on the west by Lot 4.



**SURVEY OF PROPERTY**  
 CITY OF LONG BRANCH  
 BLOCK 458 LOT 2 THRU 5  
 CITY OF LONG BRANCH  
 MONMOUTH COUNTY, NEW JERSEY

ISA  
 LISA S. ANSELL, INC.  
 PROPERTY SURVEYORS  
 1000 ROUTE 1  
 FREEHOLD, NJ 07728  
 PETER AVAKIAN, P.E. & P.L.L.C.  
 PROFESSIONAL ENGINEER & LAND SURVEYOR  
 1000 ROUTE 1  
 FREEHOLD, NJ 07728

DATE	BY	REVISION

NOT TO SCALE  
 1" = 100' (AS SHOWN)  
 1" = 200' (AS SHOWN)  
 1" = 400' (AS SHOWN)  
 1" = 800' (AS SHOWN)  
 1" = 1600' (AS SHOWN)



**Tax Map Reference.** (N.J.S.A. 46-15-2.1) City of Long Branch, County of Monmouth,  
Block 481, Lots 1 & 2

**Purpose.** The purpose of this Confirmatory Deed and the conveyance made herein is to incorporate the requisite Deed language as proscribed by the State of New Jersey, Department of Environmental Protections, Green Acres Program, for the purposes of an application made by the City of Long Branch for reimbursement from the Green Acres Program of the consideration which was heretofore paid by the City for the acquisition of the Property set forth herein, which Property has been designated by the City for recreation and/or conservation purposes in accordance with the Green Acres Program. The execution of this Confirmatory Deed on behalf of the City of Long Branch has been duly authorized by way of Ordinance No. \_\_\_\_\_, introduced on \_\_\_\_\_, 2007 and adopted on \_\_\_\_\_, 2007 by the City Council in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq., a copy of same is attached hereto as **Exhibit D**.

**The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1, et seq., and N.J.A.C. 7:36, as may be amended and supplemented, and the Grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.**

**Signatures.** This Confirmatory Deed is signed and attested to by the Grantor's proper corporate offices as of the date at the top of the first page. Its corporate seal is affixed.

Attest:

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

By: \_\_\_\_\_  
ADAM SCHNEIDER, Mayor

\_\_\_\_\_  
IRENE JOLINE, City Clerk

**D E E D**

: Dated: \_\_\_\_\_, 2007

:

Record and Return to:

:

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

:

JAMES G. AARON, ESQ.  
Ansell Zaro Grimm & Aaron, PC  
CN 7807  
Ocean, NJ 07712

Grantor,

:

TO

:

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

:

:

:

:

Grantee.

:

Prepared by: JAMES G. AARON, ESQ.

**CONFIRMATORY DEED**

This Deed is made on April , 2007

**BETWEEN**

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey, having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey, (referred to as "Grantor");

**AND**

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey, having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey, (referred to as "Grantee").

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00)**. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** N.J.S.A. 46-15-2.1) City of Long Branch, County of Monmouth, Block 458, Lots 2, 3, 4, & 5; Block 460, Lots 1, 2, 3, 4, 5, & 6; and Block 482, Lot 1.

**Property.** The property consists of the land and all the buildings and structures on the land in the City of Long Branch, County of Monmouth, and State of New Jersey. The legal description is attached hereto as **Exhibit A**. The total area of the Property subject of this Confirmatory Deed is 9.372 acres, of which 9.372 acres is being dedicate by the Grantor for public purpose and which shall hereafter be subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq., and N.J.A.C. 7:36, as may be hereafter amended and supplemented, in accordance with the survey attached hereto as **Exhibit B**.

**BEING** the same premises heretofore acquired by the City of Long Branch by way of Eminent Domain and a Declaration of Taking, in accordance with N.J.S.A. 20:3-17, *et. seq.* and N.J.S.A. 40:14B-20, dated November 13, 2003 and recorded in the office of the Monmouth County Clerk on May 13, 2003, in Official Record Book OR-8362 at Page 917, a copy of which is attached hereto as



**COASTAL TITLE EXHIBIT A**

PO Box 740  
 Freehold, New Jersey 07728  
 Ph: 732 308-1660 / 800 521-0378  
 Fax: 732 308-1881  
 Website: [www.coastaltitleagency.com](http://www.coastaltitleagency.com)

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**SCHEDULE A - 3**  
**DESCRIPTION**

File No. CT-52498

ALL that certain lot, parcel or tract of land, situate and lying in the City of Long Branch, County of Monmouth, State of New Jersey, and being more particularly described as follows:

Being known as designated as the following lots and blocks as shown on the tax map of the City of Long Branch.

Lots 2, 3, 4 and 5 in Block 458.

Lots 1, 2, 3, 4, 5 & 6 in Block 460.

Lot 1 in Block 482.

NOTE: The above description is for identification purposes only, subject to receipt of a metes and bounds description to be drawn in accordance with a survey made by a surveyor licensed to do business in this State.

*Issued by:*  
**Lawyers Title Insurance Corporation**

This commitment is invalid unless the insuring provisions and Schedule A and B are attached.

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953 - 2004)  
PETER R. AVAKIAN, P.E., P.L.S., P.P.  
MEHRYAR SHAFAI, P.E., P.P.  
GREGORY S. BLASH, P.E., P.P.  
LOUIS J. LOBOSCO, P.E.

**DEED DESCRIPTION  
PROJECT NO. 1327-01-005  
BLOCK 458, LOTS 2 THRU 5  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY**

All that certain tract or parcel of land located at Block 458, Lots 2 through 5 in the City of Long Branch, County of Monmouth, New Jersey, bounded and described as follows:

BEGINNING AT A POINT, said point being the intersection of the Southerly right-of-way line of Naberl Avenue (50' wide right-of-way) and the Westerly line of Long Branch Avenue (right-of-way width varies) said point having the 1983 NAD coordinates of N542534.8732 E635445.8889 and running thence;

1. Southerly on a course of South 08°36'00" East, along the westerly right-of-way line of Long Branch Avenue (right-of-way width varies), a distance of 159.87 feet to the intersection of the Northerly line of Airsdale Avenue (40' wide right-of-way) and the Westerly line of Long Branch Avenue, and running thence;
2. Southwesterly on a course of South 65°32'57" West, along the northerly right-of-way line of Airsdale Avenue (40' right-of-way) a distance of 152.05 feet to a point in the northerly right-of-way line of Airsdale Avenue, said point being the southeasterly corner of Lot 6 in Block 458, and running thence;
3. Northwesterly on a course of North 24°27'03" West, along the easterly property line of Lot 6 in Block 458, a distance of 100.62' to a point, said point being the Northeasterly property corner of Lot 6 in Block 458, and running thence;
4. Southwesterly on a course of South 73°19'05" West, along the northerly property line of Lot 6 and 7 in Block 458, a distance of 127.51' to a point in the Easterly property line of Lot 1.02 in Block 458, and running thence;
5. Northwesterly on a course of North 08°36'00" West, along the easterly property line of Lots 1.02 and Lot 1.01 in Block 458 a distance of 122.53' to a point in the southerly right-of-way line of Naberl Avenue (50' right-of-way), and running thence;

6. Northeasterly on a course of North 81°24'00" East along the southerly right-of-way line of Naberl Avenue a distance of 300.00' to a point, said point being the point and place of beginning.

Total area of tract 44,963.849 square feet or 1.032 acres containing the following tax lots:

Lot 2, Block 458 5,953.459 square feet or 0.137 acres.

Lot 3, Block 458 15,716.642 square feet or 0.361 acres.

Lot 4, Block 458 17,399.120 square feet or 0.399 acres.

Lot 5, Block 458 5,894.628 square feet or 0.135 acres.

The above description was written pursuant to a survey or property designated as Block 458, Lots 2 through 5, on the municipal tax map of the City of Long Branch, County of Monmouth, State of New Jersey. Said survey was prepared by Leon S. Avakian, Inc., 788 Wayside Road, Neptune, NJ, 07753, dated November 22, 2006, revised through April 11, 2007, and is marked as File No. LB 06-04.2. A reduced copy of said plan is attached hereto and made a part hereof.

  
Peter R. Avakian, P.E., P.L.S., P.P.  
NJ License No. 28142





**Exhibit C.** In connection with said Declaration of Taking, the Grantor has heretofore tendered consideration in the amount of Two Million Four Hundred Thirty Five Thousand (\$2,435,000.00) Dollars.

**Purpose.** The purpose of this Confirmatory Deed and the conveyance made herein is to incorporate the requisite Deed language as proscribed by the State of New Jersey, Department of Environmental Protections, Green Acres Program, for the purposes of an application made by the City of Long Branch for reimbursement from the Green Acres Program of the consideration which was heretofore paid by the City for the acquisition of the Property set forth herein, which Property has been designated by the City for recreation and/or conservation purposes in accordance with the Green Acres Program. The execution of this Confirmatory Deed on behalf of the City of Long Branch has been duly authorized by way of Ordinance No. \_\_\_\_\_, introduced on \_\_\_\_\_, 2007 and adopted on \_\_\_\_\_, 2007 by the City Council in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq., a copy of same is attached hereto as **Exhibit D.**

**The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1, et seq., and N.J.A.C. 7:36, as may be amended and supplemented, and the Grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.**

**Signatures.** This Confirmatory Deed is signed and attested to by the Grantor's proper corporate offices as of the date at the top of the first page. Its corporate seal is affixed.

Attest:

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

By: \_\_\_\_\_  
ADAM SCHNEIDER, Mayor

\_\_\_\_\_  
IRENE JOLINE, City Clerk

**D E E D**

: Dated: \_\_\_\_\_, 2007

:

Record and Return to:

:

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

Grantor,

:

JAMES G. AARON, ESQ.  
Ansell Zaro Grimm & Aaron, PC  
CN 7807  
Ocean, NJ 07712

:

TO

:

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

:

:

:

:

:

Grantee.

:

R# 137-07

**RESOLUTION ACCEPTING DONATION  
OF PALM TREES**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby accept the donation of palm trees from Stephens Garden Center, Myrtle Avenue, Long Branch, NJ.

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 138-07

**RESOLUTION ACCEPTING DONATION  
OF A PIANO FOR THE SENIOR CENTER**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby accept the donation of a piano valued at approximately \$700.00 from Joseph Lagrotteria for the Long Branch Senior Center.

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 139-07

**RESOLUTION RELEASING APPLICATION ESCROW DEPOSIT**

PROJECT: Cianflone  
BLOCK: 164  
LOT: 21

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

WHEREAS the application did not require engineering review.

WHEREAS the applicant has requested the release of unused escrow deposit funds, and,

WHEREAS the City Planning Personnel have reviewed said request and have recommended release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the escrow funds in the amount of \$1,212.08, plus accrued interest if applicable, to:

Thomas Cianflone  
515 High Street  
Long Branch, NJ 07740

X

R # 140-07

**RESOLUTION AUTHORIZING CONTRACT FOR  
LEGAL SERVICES AS CONFLICT ATTORNEY  
RELATIVE TO 2007 PROPERTY TAX APPEALS**

**WHEREAS**, the City of Long Branch has the need to retain a firm to provide legal services as Conflict Attorney relative to certain 2007 Property Tax Appeals for which the City Attorney has a conflict of interest; and

**WHEREAS**, through a Fair and Open Process, (FO#006-07), the City has advertised on its website the solicitation of proposals for said services, received and opened in public on March 20, 2007, and one proposal was received from **DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer**; and

**WHEREAS**, the firm of DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer has the experience, expertise and resources to provide the services required by the City, and it is the recommendation of the Business Administrator and the Tax Assessor that it is in the best interest of the City to award a contract to this firm; 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 DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

**WHEREAS**, this contract is issued on an open-ended basis and during the term of the contract certification of funds will be provided by issuance of a Purchase Order as tax appeal cases are assigned to this firm by the City Attorney, and based upon availability of funds.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes an open-ended contract with **DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer** for legal services as conflict attorney relative to 2007 property tax appeals as assigned by the City Attorney, in accordance with the contract document annexed hereto.

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



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

**TO:** Howard H. Woolley Jr.  
Administrator

**FROM:** William J FitzPatrick   
Assessor

**RE:** 2007 Tax Appeals (Conflict Council)

**DATE:** May 16, 2007

I have received a proposal from the DiFrancesco law firm with respect to the 2007 tax appeals. I feel that this law firm would best serve the City, as they have been the tax appeal conflict attorney for the past two years, and are familiar with Long Branch issues.

Thank you

Please contact me if I may be of further assistance.

C: Carol Mellaci, Purchasing Agent



**AGREEMENT**

**THIS AGREEMENT MADE THIS 24th DAY OF APRIL, 2007 ,  
BETWEEN:**

**City of Long Branch**  
344 Broadway  
Long Branch, NJ 07740

hereinafter called the **CITY**

**AND**

**DiFrancesco, Bateman, Coley, Yospin, Kunzman,  
Davis & Lehrer, PC**  
15 Mountain Boulevard  
Township of Warren, NJ 07059

hereinafter called the **CONTRACTOR**

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining the firm of DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, PC to provide legal services as conflict attorney relative to certain 2007 Property Tax Appeals as assigned by the City Attorney, and in accordance with the proposal attached hereto, and DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer is desirous of providing the required services;

**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 as an open ended contract for legal services relative to certain 2007 Property Tax Appeals as assigned by the City Attorney and detailed on the attached list.
2. DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer agrees to provide legal services in accordance with the City's RFP and their proposal, annexed hereto.
3. The term of said contract shall be from May 1, 2007 through completion of the 2007 Property Tax Appeal process.
4. The Contractor will submit billing and vouchers on a monthly basis at the rate of \$110 per hour, as detailed in their proposal.

5. The City will, prior to authorizing the Contractor to provide any services relating to this contract, issue a purchase order for a not to exceed limit. This is the limit of the City's financial obligation for this contract.

**Due to the number of professional service contractors the City deals with, it is important for each contractor to monitor the limit of their contract.** The City will not honor any invoices that exceed the contract amount unless, prior to the firm providing services the cost of which exceeds that amount, it notifies the City, and after review and recommendation by the City Attorney and Tax Assessor, the City purchase order is amended.

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). Click on on "P2P-Electronic Filing now available" on home page.
  
10. 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**

**DiFrancesco, Bateman, Coley,  
Yospin, Kunzman, Davis &  
Lehrer, PC**

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

by: \_\_\_\_\_

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

**Attested by:**

**Attested by:**

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

\_\_\_\_\_

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

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

**POLITICAL CONTRIBUTION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_, 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.

\_\_\_\_\_  
(Name of firm)

Subscribed and sworn to  
before me this day

\_\_\_\_\_, 2007

\_\_\_\_\_  
(Signature of affiant)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Type or print name of affiant under signature)

(Seal)

My Commission expires \_\_\_\_\_

**Long Branch, New Jersey**  
**ORDINANCE NO. 18-05**

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 13-05, KNOWN AS  
"AN ORDINANCE REQUIRING PUBLIC CONTRACTING REFORM, AND AMENDING  
AND SUPPLEMENTING THE 'REVISED GENERAL ORDINANCES OF THE CITY OF  
LONG BRANCH, NEW JERSEY' ACCORDINGLY," AS ADOPTED ON MAY 10, 2005.

**WHEREAS**, on May 10, 2005, the City of Long Branch adopted Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly" (the "Ordinance"); and

**WHEREAS**, the Ordinance places certain limitations upon the annual amount(s) of contributions that professionals may make to the political campaigns of the local elected officials who are ultimately responsible for the award of discretionary no-bid contracts for municipal professional services; and

**WHEREAS**, the intention of the Ordinance is to ensure trust in the process of local government, if not the quality or cost of services received, and to minimize any perceptions or concerns on the part of the public that discretionary no-bid contracts for municipal professional services are being awarded to professionals as a reward for having made substantial political contributions, or that the award of such contracts was influenced, even to a minor degree, by the payment of such contributions; and

**WHEREAS**, it is hereby found and declared that the practice of "wheeling," whereby one political organization channels campaign donations to another political organization with the intention to conceal or misrepresent the source of the contribution, may be utilized as a loophole to circumvent the proscriptions contained within the Ordinance; and

**WHEREAS**, the City Council of the City of Long Branch, in a continuing effort to ensure the integrity of the award of public professional service contracts, has therefore determined that it would be in the best interests of the City, and its residents, to amend the Ordinance in an attempt to curb the practice known as "wheeling;" and

**WHEREAS**, the City Council of the City of Long Branch also wishes to take this opportunity to clarify the "arbitration" provision referenced in Section 3(c) thereof; and

**WHEREAS**, the City Council of the City of Long Branch finds that it is in the best interest of the City and its residents to require that a contribution of more than fifty dollars (\$50.00) received by a candidate be reported in the manner set forth by the laws and regulations of the State of New Jersey.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, that Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey'

Accordingly," which was adopted on May 10, 2005, is hereby amended and supplemented as follows:

**SECTION 1**

**Prohibition on Awarding Professional Contracts to Certain Contributors**

- (a) The City of Long Branch shall not enter into an agreement for professional services with any individual and/or professional business entity if that individual or entity has solicited or made any contribution of money or pledge of a contribution including in-kind contributions, to a campaign of any City of Long Branch candidate for Council or Mayor, in excess of the threshold specified in subsection (d) of this Section within one calendar year immediately preceding the date of the contract or agreement unless cured pursuant to Section 3. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions made during the applicable time period to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (b) No professional business entity which enters into negotiations for, or agrees to, any contact or agreement with the municipality or any department or agency thereof or any of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any City of Long Branch candidate or holder of public office having ultimate responsibility for the award of the contract, in excess of the amount set forth herein. This Section is to include any and all professionals who provide political contributions to any candidate for an office whether or not that candidate is presently in office or seeks office. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (c) For purpose of this ordinance, a "professional business entity" seeking a public contract means an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
- (d) Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of five hundred dollars (\$500.00) per candidate for Mayor and/or Council Member on an annual basis whether or not that individual has a professional services contract in place or not to the maximum extent of three thousand dollars (\$3,000) per annum per business entity. This section shall apply to any presently sitting Councilperson and/or the Mayor of the City of Long Branch and shall also apply

to any individual who seeks to run for the office of Council person and/or Mayor of the City of Long Branch.

- (i) Any individual that owns less than ten (10%) percent of a professional business entity which contracts with the City of Long Branch shall not be treated as a part of that entity.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
  - (1) The City of Long Branch, if the contract requires approval or appropriation from the Council.
  - (2) The Mayor of the City of Long Branch, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

**SECTION 2**  
**Contributions Made Prior to Effective Date**

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or to any municipal or county party committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, shall be deemed a violation of this section, nor shall an agreement for property, good or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

**SECTION 3**  
**Penalty**

(a) All City of Long Branch professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b) or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

(b) Any professional business entity as defined in Section 1(c) and (d) who knowingly fails to reveal a contribution made in violation of this Act, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be subjected to a fine in the sum of \$2,500 so far as the first offense and for any second offense, shall be disqualified from eligibility for future City of Long Branch contracts for a period of four calendar years from the date of the violation.

(c) There shall be no breach of contract in the event a contribution is questioned and as a result of the questioning of the contribution the individual and/or business entity who makes the contribution requests that the contribution be returned by the campaign committee, the candidate or the political action committee to whom such contribution was made. In the event of any disputes as to whether or not a campaign contribution is proper the matter shall be submitted to arbitration before a retired Judge of the Superior Court of New Jersey.

**SECTION 4**  
**Reporting Requirements**

Any contribution received by a candidate committee, joint candidates committee, or political committee, during an election fund report period of more than fifty dollars (\$50.00) or aggregate contributions received by such a committee in an election from a contributor totaling more than fifty dollars (\$50.00) during such a report period shall be reported by providing the information set forth in N.J.A.C. 19:25-10.2

**SECTION 5**  
**Severability**

If any provision of this law, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this law to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this law are severable.

**SECTION 6**  
**Effective Date**

This Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

**SECTION 7**  
**Repealer**

All other Ordinance or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced: 6/14/05  
Adopted: 6/28/05

**CITY OF LONG BRANCH**  
Request for Qualifications  
For Professional Service Contract

Notice is hereby given that, in accordance with N.J.S.A. 19:44-20.5, et seq, through a fair and open process, the City of Long Branch, County of Monmouth, State of New Jersey, is requesting sealed proposals/submissions for the following Professional Service(s):

**Notice #FO-006-07**

**Date of Receipt of Proposal: March 20, 2007, at 2 pm prevailing time**

**Proposal for: Contract for Legal Services as Conflict Attorney relative to certain 2007 Property Tax Appeals**

Proposal/Submission packages are available at the Purchasing Office, 344 Broadway, Long Branch, NJ during normal business hours, or by calling 732-571-5656, or fax request to 732-222-1516. Sample proposal/submission package is also on file viewing in the Office of the City Clerk.

Proposal/Submissions will be publicly opened and read by the Purchasing Agent, or designated representative, at Long Branch Municipal Building, Council Caucus Room, Second Floor, 344 Broadway, Long Branch, NJ, on the date and time noted above. Firms unable to be present for the opening of proposals may mail proposal package to the attention of the City Clerk at the above address.

Professional service contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq, and N.J.A.C. 17:27 et seq., PL 2004, c.19, and Long Branch Pay to Play Ordinance.

The successful contractor will be required to provide, prior to award of the contract, their Affirmative Action documentation, New Jersey Business Registration (Form NJ BUS REG). Successful contractor will also be required to comply with all terms imposed by NJ Elections Laws subject to campaign funding limits, and with Long Branch Pay to Play Ordinance.

The term of the contract will be from date of award through completion to the specific appeals assigned to the firm. The contract will be awarded as an open ended contract, subject to availability and encumbrance of funds prior to any work being performed.

Proposals will be reviewed and award of contract will be based upon the following criteria:

- Experience and reputation of the firm in the field of Municipal legal representation.
- Qualifications of the individuals who will perform the required services, and their respective participation.
- Experience of the individuals as it relates to the particular expertise required to perform the contract.
- Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter.
- Experience with or specific knowledge the City of Long Branch as it pertains to this contract.
- References
- Cost consideration, including, but not limited to fee schedule to be charged, fees paid by public entities of similar size and make-up, for comparable level of services, and if applicable, cost that would be incurred by the City to contract with a new firm (i.e. estimated cost for current firm to review and close out all files, and new firm to review and get up to speed on all open files).

**Request for Qualifications for Legal Services as Conflict Attorney relative to Property Tax Appeals**

The City of Long Branch will receive qualifications from attorneys to provide services as Conflict Attorney for 2007 Property Tax Appeal matters as assigned by the City Attorney.

Qualifications submission must include all of the following:

1. Name, address, phone and fax number of firm. (if multiple office sites, list all, and indicate corporate office).
2. Biography or history of the firm; staffing (i.e. number of attorneys, paralegal, and clerical staff).
3. List of principals and/or partners
4. List of attorneys that would be assigned to Long Branch matters, including a summary of their educations, qualifications, expertise and experience as it relates to the services the City requires. Indicate the approximate percentage of work each would be assigned. The principals or partners assigned to Long Branch must have a minimum of 10 years experience in New Jersey Municipal law.
5. List of References from at least 2 municipalities for which the firm has provided similar services, including name, address, phone and contact information.
6. Provide prior experience, if any, the firm may have providing services to the City of Long Branch, and in what capacity.
7. List of municipalities currently under contract with the firm.
8. Provide a fee schedule by title for all firm members and employees. Indicate which fees would apply for attorneys and employees assigned to Long Branch matters.
9. Provide a schedule of any and all other fees routinely charged by the firm for during the course of providing services as Conflict Attorney.

10. Copy of current Certificate of Insurance.

One original and nine (9) photocopies of the submission package must be submitted to the City for consideration. In addition to the above required information, legal firms must provide all documents indicated on the Submission Package Check List. Failure to provide all required documents may result in the proposal not being considered.

Additional Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, 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) .

## CITY OF LONG BRANCH

### QUALIFICATIONS SUBMISSION FOR LEGAL SERVICES AS CONFLICT COUNSEL RELATIVE TO TAX APPEALS

DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C., submit the following qualifications for legal services as Conflict Attorney in Property Tax Appeal matters as assigned by the City Attorney:

**1. Name, address, phone and fax number of firm:**

The location of its principal office is **15 Mountain Boulevard, in the Township of Warren, in the County of Somerset in the State of New Jersey. Phone number is (908)757-7800 and fax number is (908) 757-8039.** The Federal Tax Identification number is **22-2084495.** **Donald DiFrancesco, Esq.** is the agent in charge of said office upon whom notice may be legally served.

**2. Biography or history of the firm.**

The Law Firm of **DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C.** was founded in 1914. Founded in Plainfield, New Jersey as Kunzman & Kunzman, the law firm moved to Warren, New Jersey. The law firm has grown steadily over the past 90+ years.

**3. List of principals and/or partners.**

The Law Firm principal stockholders are Donald T. DiFrancesco, Christopher S. Bateman, Harry A. Yospin, Steven A. Kunzman, Stephen O. Davis, Jeffrey B. Lehrer, Richard P. Flaum and John P. Belardo. The income partners are Martin Allen, James E. Hay, David P. Wadyka, Albert E. Cruz, Timothy P. Beck, Richard J. Guss and Santina M. Bombaci.

**4. List of attorneys that would be assigned to Long Branch matters, including a summary of their educations, qualifications, expertise and experience as it relates to the services the City requires. Indicate the approximate percentage of work each would be assigned. The principals or parties assigned to Long Branch must have a minimum of 10 years experience in New Jersey Municipal law.**

**Martin Allen, Esq.**, an income partner with the law firm, will be assigned to and be responsible for handling **all** Long Branch tax appeal matters awarded under the contract. Mr. Allen has been associated with the Law Firm since January 1989 and was licensed to practice law in the State of New Jersey in the fall of 1983. Mr. Allen is licensed to practice law in New Jersey. He is a member of the New Jersey State and American Bar Associations. Mr. Allen is a 1975 graduate of Metuchen High School. He received his Bachelor of Arts, Majoring in History and Political Science, with honors in history from Washington & Jefferson College, Washington, Pennsylvania, in 1979. He received a Juris Doctorate from Rutgers School of Law, Camden, New Jersey, in 1982. Mr. Allen has over fifteen years experience defending municipalities in real estate tax assessment appeals. Mr. Allen has twenty-two years of legal experience concentrating in real estate taxation, land use law, real estate law, municipal law, asset recovery litigation, and secured lending matters.

5. **List of References from at least 2 municipalities for which the firm has provided similar services, including name, address, phone and contact information.**

- Readington Township, Hunterdon County - Municipal Building, 509 Route 523, Whitehouse, New Jersey 08889, phone number (908) 534-4051: Township Clerk/Administrator, Vita Mekovetz; Assessor, Mary Mastro; Tax Collector, Bonnie Holborow.
- Warren Township, Somerset County - Municipal Building, 46 Mountain Boulevard, Warren, New Jersey 07059, (908) 753-8000: Township Administrator, Mark M. Krane; Assessor, Edward L. Kerwin, Jr.
- Watchung Borough, Somerset County - Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey 07069, (908) 756-0080: Mayor Albert Ellis; Administrator/Clerk, Loreen Fellin; Assessor, David Gill.
- Manville Borough, Somerset County - Municipal Building, 325 North Main Street, Manville, New Jersey 08835, (908) 725-9478: Administrator, Gary P. Garwacke.

6. **Provide prior experience, if any, the firm may have providing services to the City of Long Branch, and in what capacity.**

The Firm and Mr. Allen have served as Conflict Attorney relative to tax appeals since the fall of 2004.

7. **List of Municipalities currently under contract with the firm.**

The Firm represents numerous municipalities as municipal attorney, special counsel, board counsel and conflict counsel, including: Bedminster Township, Somerset County; Bernards Township, Somerset County; Bridgewater Township, Somerset County; Clinton Township, Hunterdon County; Edison Township, Middlesex County; Flemington Borough, Hunterdon County; Hillsborough Township, Somerset County; Independence Township, Warren County; Lebanon Township, Hunterdon County; Manville Borough, Somerset County; Montgomery Township, Somerset County; Raritan Borough, Somerset County; Raritan Township, Hunterdon County; Watchung Borough, Somerset County; Warren Township, Somerset County.

8. **Provide a fee schedule by title for all firm members and employees. Indicate which fees would apply for attorneys and employees assigned to Long Branch matters.**

The Law Firm will **bill all Long Branch matters for all attorneys** at the **rate of \$110 per hour**, minimum billing of one tenth of an hour. This is a substantial discount from our private client rates which are as follows:

Senior partner	\$300/hour
Junior partner	\$275/hour
Senior associate	\$225/hour
Junior associate	\$195/hour

Paralegal services will be billed at the rate of \$95/hour.

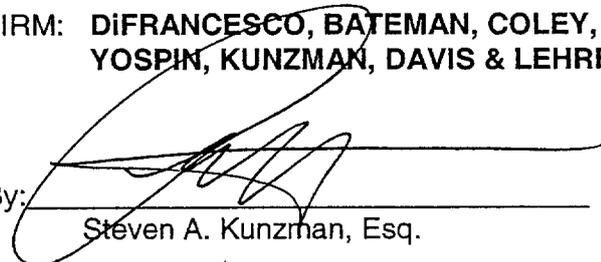
**9. Provide a schedule of any and all other fees routinely charged by the firm during the course of providing services as Conflict Counsel.**

All costs and expenses will be billed to the City, including, but not limited to: travel to and from Court, the County Tax Board, the City offices and any property inspections; copy or other duplicating costs; deposition services; expert services. Additional expenses may include messenger services, overnight priority mail fees or any other extra-ordinary.

**10. Copy of Current Certificate of Insurance.**

Enclosed.

FIRM: **DiFRANCESCO, BATEMAN, COLEY,  
YOSPIN, KUNZMAN, DAVIS & LEHRER, P.C.**

By: 

Steven A. Kunzman, Esq.

DATE: 3/15/07

TELEPHONE #: 908-757-7800 FAX #: 908-757-8039

CITY OF LONG BRANCH

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
This Statement Shall Be Included with Bid Submission

**Name of Business:** DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, PC

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.

The type of business organization is a professional corporation.

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

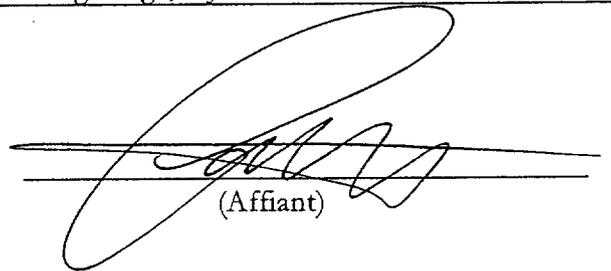
I. **Stockholders:**

Name of Stockholder	Home Address
Donald T. DiFrancesco	6 Forest Drive, Warren, NJ 07059
Christopher Bateman	309 Bebe Court, Neshanic Station, NJ 08853
Harry A. Yospin	20 Broadway Road, Warren, NJ 07059
Steven A. Kunzman	64 Big Spring Road, Califon, NJ 07830
Stephen O. Davis	223 Carol Jean Way, Branchburg, NJ 08876
Jeffrey B. Lehrer	980 Raritan Road, Scotch Plains, NJ 07078
Richard P. Flaum	6 Chaucer Road, Short Hills, NJ 07078
John P. Belardo	152 Berkeley Circle, Basking Ridge, NJ 07920

Subscribed and sworn before me this 15 day  
of March, 2007

*Marilyn Amsterdam*

(Notary public)

  
(Affiant)

Steven A. Kunzman, Partner  
(Print name and title of affiant)

**MARILYN AMSTERDAM**  
A Notary Public of New Jersey  
My Commission Expires August 27, 2011

CITY OF LONG BRANCH

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF SOMERSET :

I, **Steven A. Kunzman**, of the Township of Warren, in the County of Somerset and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

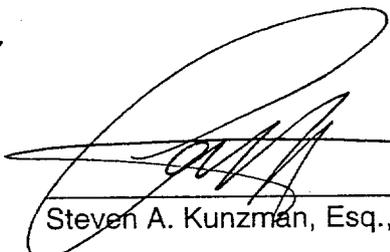
I am a licensed attorney at law in the State of New Jersey and a Partner with the firm of **DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C.** the professional entity making the submission for the professional position of **Conflict Attorney relative to Property Tax Appeals for the City of Long Branch**. I have executed this submission with full authority to do so; the firm of **DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C.** has not, directly or indirectly, entered into any agreements, participated in any collusion or otherwise taken any action in restraint of fair and open competition in connection with the professional position of **Conflict Attorney relative to Property Tax Appeals for the City of Long Branch**; and that all statements contained in said submission and this affidavit are true and correct, and made with full knowledge that the City of Long Branch relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for the professional position of **Conflict Attorney relative to Property Tax Appeals for the City of Long Branch**.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established, commercial or selling agencies maintained by **DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C.**

Subscribed and sworn to before me

this 15 day of March, 2007

Marilyn Amsterdam  
Notary Public, State of New Jersey

  
Steven A. Kunzman, Esq., Partner

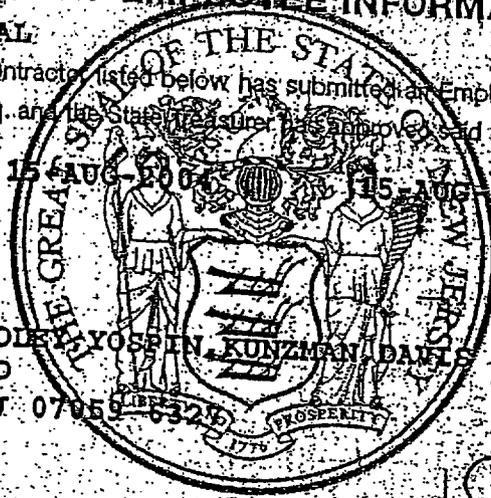
MARILYN AMSTERDAM  
A Notary Public of New Jersey  
My Commission Expires August 27, 2011

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2006 to 15-AUG-2007



DIFRANCESCO, BATEMAN, COLE, YOSPIN, KUNZMAN, DAVIS  
15 MOUNTAIN BOULEVARD  
WARREN

NJ 07059-5326



State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

DIFRANCESCO, BATEMAN, COLEY YOSPIN, KUNZ

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-084-495/000

SEQUENCE NUMBER:

0066699

ADDRESS:

15 MOUNTAIN BLVD  
WARREN NJ 07059

ISSUANCE DATE:

09/10/04

EFFECTIVE DATE:

10/14/75

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/06

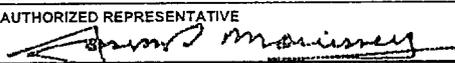
<b>PRODUCER</b> Commerce Banc Ins. Services 1701 Route 70 East P.O. Box 2060 Cherry Hill, NJ 08034	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C. 15 Mountain Boulevard Warren, NJ 07059	INSURER A: <b>St. Paul Fire &amp; Marine Insurance Co</b>	<b>24767</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER Lawyers Professional Liability</b>	GLO9001579	10/09/06	10/09/07	\$5,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  FOR EVIDENCE OF INSURANCE PURPOSES	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

APPEALS LISTING - STATE & COUNTY APPEALS

05/16/07 17:32:25

3/L/Q Year	Assr Code/ Judg Code	Owner/ Property Location	Attorney/ Address	Prop Class/ Judge Date			
3 2 2007	20	CAYNE, PATRICIA DR 510 PARK AVE APT 6A NEW YORK, NY 10022 60 LINCOLN AVE	STEVEN P. SUKEL 100 CAMPUS DR SU 201 MORGANVILLE, NJ 07751 (732) 536-7500	2 00/00/00 00/00/00	ASSESSED	4750000 4951300 9701300	JUDGED DIFFERENCE 0 0 0 0 0 0
4 1 2007	20	ANGELO, JUDITH & JOHN M 65 LAWRENCE AVE DEAL, NJ 07723 PLEASANT PL	PETER ZIPP 166 GATZMER AVE JAMESBURG, NJ 08831 (732) 605-1000	3A 00/00/00 00/00/00	ASSESSED	3000000 494000 3494000	JUDGED DIFFERENCE 0 0 0 0 0 0
18 13.02 2007	20	HADDAD, JAMES H 313 5TH FLOOR NEW YORK, NY 10016 1122 EATON AVE	JAMES M. SICILIANO 485 BROADWAY LONG BRANCH, NJ 07740 (732) 229-7500	2 00/00/00 00/00/00	ASSESSED	942500 386700 1329200	JUDGED DIFFERENCE 0 0 0 0 0 0
30 4 2007	20	WELTZ, WENDY F 1003 ELBERON AVE LONG BRANCH, NJ 07740 1003 ELBERON AVE		2 00/00/00 00/00/00	ASSESSED	2660000 1045500 3705500	JUDGED DIFFERENCE 0 0 0 0 0 0
59 2 2007	20	KUSHNER, CHARLES & SERYL 30 FAWN DR LIVINGSTON, NJ 07039 11 ADAMS ST	NATHAN WOLF	2 00/00/00 00/00/00	ASSESSED	3300000 3944500 7244500	JUDGED DIFFERENCE 0 0 0 0 0 0
60 11 2007	20	PETERS, JAMES S & C T & V S 1300 EDGEWOOD AVE OCEAN, NJ 07712 805 OCEAN AVE	RICHARD WEBER 3455 RT 66 NEPTUNE, NJ 07753 (732) 918-8900	4A 00/00/00 00/00/00	ASSESSED	4914000 290800 5204800	JUDGED DIFFERENCE 0 0 0 0 0 0
60 12.01 2007	20	PETERS, JAMES S & C T & V S 1300 EDGEWOOD AVE OCEAN, NJ 07712 803 OCEAN AVE	RICHARD WEBER 3455 RT 66 NEPTUNE, NJ 07753 (732) 918-8900	2 00/00/00 00/00/00	ASSESSED	864000 31800 895800	JUDGED DIFFERENCE 0 0 0 0 0 0
60 12.02 2007	20	PETERS, JAMES S & C T & V S 1300 EDGEWOOD AVE OCEAN, NJ 07712 801 OCEAN AVE	RICHARD WEBER 3455 RT 66 NEPTUNE, NJ 07753 (732) 918-8900	4A 00/00/00 00/00/00	ASSESSED	4445000 193600 4638600	JUDGED DIFFERENCE 0 0 0 0 0 0
70 16 2007	20	TORKIEH, JACK 383 KIRBY AVE LONG BRANCH, N J 07740 383 KIRBY AVE		2 00/00/00 00/00/00	ASSESSED	366000 168700 534700	JUDGED DIFFERENCE 0 0 0 0 0 0
87 1.0402 2007	20	GORCEY-BIBLOWITZ, M L & GORCEY P O BOX 60 LONG BRANCH, N J 07740 787 OCEAN AVE UNIT 402		2 00/00/00 00/00/00	ASSESSED	126600 256900 383500	JUDGED DIFFERENCE 0 0 0 0 0 0
87 9.014 2007	20	NATKIN, NEIL & JACLYN 14 RIVIERA DR LONG BRANCH, NJ 07740 14 RIVIERA DR	JOSEPH CASTELLUCI 740 BROAD ST SHREWSBURY, NJ 07702 (732) 345-8445	2 00/00/00 00/00/00	ASSESSED	650000 480800 1130800	JUDGED DIFFERENCE 0 0 0 0 0 0

APPEALS LISTING - STATE & COUNTY APPEALS

05/16/07 17:32:25

Year	Assr Code/ Judg Code	Owner/ Property Location	Attorney/ Address	Prop Class/ Judge Date	ASSESSED	JUDGED DIFFERENCE	
2007	20	WILDSTEIN, DAVID 23 RIVIERA DR LONG BRANCH, NJ 07740		2 00/00/00	550000 481000	0	0
2007		23 RIVIERA DR		00/00/00	1031000	0	0
2007	20	WINDMILL-LB PROP C/O LEVINE 200 OCEAN AVE LONG BRANCH, NJ 07740	MICHAEL A VESPASIANO, ESQ4A 150 MORRIS AVE SPRINGFIELD, NJ 07081	00/00/00	679100 97000	0	0
2007		586 OCEAN BLVD	(973) 376-8370	00/00/00	776100	0	0
2007	20	WINDMILL-LB PROP C/O LEVINE 200 OCEAN AVE LONG BRANCH, NJ 07740	MICHAEL A VESPASIANO, ESQ4A 150 MORRIS AVE SPRINGFIELD, NJ 07081	00/00/00	1037500 139900	0	0
2007		588 OCEAN BLVD	(973) 376-8370	00/00/00	1177400	0	0
2007	20	WEINBERG, SUE 106 TREE TOP DR SPRINGFIELD, NJ 07081	JAMES M. SICILIANO 485 BROADWAY LONG BRANCH, NJ 07740	4A 00/00/00	418600 137200	0	0
2007		55 BRIGHTON AVE	(732) 229-7500	00/00/00	555800	0	0
2007	20	MY BEN ASSOCIATES LLC PO BOX 549 OAKHURST, NJ 07755	MICHAEL M. STADLER 90 WOODBRIDGE CENTER DR STE 150 WOODBRIDGE, NJ 07095	4A 00/00/00	1400000 829500	0	0
2007		554 OCEAN BLVD	(732) 634-5566	00/00/00	2229500	0	0
2007	20 3	MAYBAUM, ROBERT 507 SEVEN BRIDGES RD LITTLE SILVER, NJ 07739		4A 00/00/00	1302900 352400	1302900	205300
2007		25 MATILDA TERR		00/00/00	1655300	1450000	205300
2007	20	GIORDANO, VINCENT JR 246 OCEAN AVE NO LONG BRANCH, NJ 07740		2 00/00/00	250000 212800	0	0
2007		52 S BATH AVE		00/00/00	462800	0	0
2007	20	SALT REALTY I, LLC 245 BATH AVE LONG BRANCH, NJ 07740	JEFFREY BEEKMAN 47 MAIN AVE OCEAN GROVE, NJ 07756	4C 00/00/00	263300 416700	0	0
2007		392 SAIRS AVE	(732) 774-8262	00/00/00	680000	0	0
2007	20 6B	STOKES, EDWARD C III 4 BLACKBERRY BAY DR OCEANPORT, NJ 07757	MICHAEL SCHNECK 33 CLINTON RD SU 108 W CALDWELL, NJ 07006	4A 00/00/00	352800 233100	352800	0
2007		545 BATH AVE	(973) 575-1700	00/00/00	585900	585900	0
2007	20	WASHINGTON MANOR ASSOCIATES LT PO BOX 525 ATLANTIC HIGHLANDS, NJ 07716	JEFFERY BEIDES 3 2ND ST. HORBORSIDE FINANCIAL PLAZA 10 S 1203	4C 00/00/00	6000000 5216100	0	0
2007		325 OCEAN BLVD	(201) 656-9000	00/00/00	11216100	0	0
2007	20	ROSSI, KATHLEEN C/O J CATALLO 72 MORRIS AVE LONG BRANCH, NJ 07740		2 00/00/00	150000 152600	0	0
2007		72 MORRIS AVE		00/00/00	302600	0	0

APPEALS LISTING - STATE & COUNTY APPEALS

05/16/07 17:32:25

Page: 3

E/L/Q Year	Assr Code/ Judg Code	Owner/ Property Location	Attorney/ Address	Prop Class/ Judge Date			
237 22	20	ASARNOW, BRIAN D 55 COMMUNITY PL LONG BRANCH, NJ	07740	4A 00/00/00	ASSESSED 680800	JUDGED 0	DIFFERENCE 0
2007		55 COMMUNITY PL		00/00/00	843300	0	0
237 45	20 6B	CIERI, GEORGE P O BOX 718 LONG BRANCH, N J	07740	MICHAEL SCHNECK 33 CLINTON RD SU 108 W CALDWELL, NJ 07006 00/00/00	4A 326400 237700 564100	ASSESSED 326400 237700 564100	JUDGED 326400 237700 564100 DIFFERENCE 0 0 0
2007		434 BROADWAY		(973) 575-1700 00/00/00			
238.01 15	20	FORNAROTTO, MARIE 701 BROADWAY LONG BRANCH, N J	07740	ARNOLD B. LEVIN 107 MONMOUTH RD. WLB, NJ 07764 00/00/00	2 549000 244200 793200	ASSESSED 549000 244200 793200	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		701 BROADWAY		(732)544-1166 00/00/00			
239 1	20	SOVEREIGN BANK C/O TRAMMELL CR PO BOX 14115 READING, PA	19612	SKOLOFF & WOLFE, P.C. 293 EISENHOWER PKWY LIVINGSTON, NJ 07039 00/00/00	4A 1484500 239200 1723700	ASSESSED 1484500 239200 1723700	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		20 NORWOOD AVE		(973) 992-0900 00/00/00			
257 8	20	SICILIANO, JAMES M 485 BROADWAY LONG BRANCH, N J	07740	JAMES M. SICILIANO 485 BROADWAY LONG BRANCH, NJ 07740 00/00/00	2 546700 161500 708200	ASSESSED 546700 161500 708200	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		457 BROADWAY		(732) 229-7500 00/00/00			
257 13	20	SICILIANO, JAMES M 485 BROADWAY LONG BRANCH, N J	07740	JAMES M. SICILIANO 485 BROADWAY LONG BRANCH, NJ 07740 00/00/00	4A 379500 157200 536700	ASSESSED 379500 157200 536700	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		485 BROADWAY		(732) 229-7500 00/00/00			
283 9	20 5C	LIGHTHOUSE MISSION, INC 162 BROADWAY LONG BRANCH, NJ	07740	ALBERT RESINIO 1806 HWY 35 OAKHURST, NJ 07755 00/00/00	4A 259200 233300 492500	ASSESSED 259200 233300 492500	JUDGED 259200 233300 492500 DIFFERENCE 0 0 0
2007		162 BROADWAY RELIGIOUS USE		00/00/00			
304.02 16	20	BORREO, JASON 7 LANGTRY TERR LONG BRANCH, NJ	07740	JOHN E. HORAN 10 JAMES ST FLORHAM PARK, NJ 07932 00/00/00	2 503500 365500 869000	ASSESSED 503500 365500 869000	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		7 LANGTRY TERR		(973) 301-0001 00/00/00			
347 3.01	20	J F KIELY CON CO 700 MCCLELLAN ST LONG BRANCH, NJ	07740	ANDREW KESSLER 5 BECKER FARM RD ROSELAND, NJ 07068 00/00/00	4A 1615700 759900 2375600	ASSESSED 1615700 759900 2375600	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		663 STATE HWY 36		(973) 740-1200 00/00/00			
347 3.01 B01	20	J F KIELY CON CO 700 MCCLELLAN ST LONG BRANCH, NJ	07740	ANDREW KESSLER 5 BECKER FARM RD ROSELAND, NJ 07068 00/00/00	4A 0 13000 13000	ASSESSED 0 13000 13000	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		663 STATE HWY 36		(973) 740-1200 00/00/00			
347 3.01 B02	20	J F KIELY CON CO 700 MCCLELLAN ST LONG BRANCH, NJ	07740	ANDREW KESSLER 5 BECKER FARM RD ROSELAND, NJ 07068 00/00/00	4A 0 13000 13000	ASSESSED 0 13000 13000	JUDGED 0 0 0 DIFFERENCE 0 0 0
2007		663 STATE HWY 36		(973) 740-1200 00/00/00			

APPEALS LISTING - STATE & COUNTY APPEALS

05/16/07 17:32:25

B/L/Q Year	Assr Code/ Judg Code	Owner/ Property Location	Attorney/ Address	Prop Class/ Judge Date	ASSESSED	JUDGED	DIFFERENCE
349 6.01	20	J F KIELY CON CO 700 MCCLELLAN ST LONG BRANCH, NJ	ANDREW KESSLER 5 BECKER FARM RD ROSELAND, NJ 07068	4A 00/00/00	1086800	0	0
2007		07740 700 MCCLELLAN ST	(973) 740-1200	00/00/00	829000 1915800	0	0
349 7.01	20	J F KIELY CONSTRUCTION CO 700 MCCLELLAN ST LONG BRANCH, N J	ANDREW KESSLER 5 BECKER FARM RD ROSELAND, NJ 07068	1 00/00/00	375000	0	0
2007		07740 MCCLELLAN ST	(973) 740-1200	00/00/00	0 375000	0	0
418 2	20	GIORDANO, VINCENT 246 OCEAN AVE NO LONG BRANCH, NJ		2 00/00/00	815400	0	0
2007		07740 246 OCEAN AVE NO		00/00/00	227200 1042600	0	0
425 35.01	20	MANNERS, RICHARD & MARY JANE 69 MARION PL LONG BRANCH, NJ		2 00/00/00	608000	0	0
2007		07740 69 MARION PL		00/00/00	481200 1089200	0	0
425 40	20	FUSCHETTI, VINCENT, MICHAEL & 82 BELLEVUE AVE RUMSON, N J		2 00/00/00	596700	0	0
2007		07760 85 MARION PL		00/00/00	155900 752600	0	0
425 41	20	FUSCHETTI, V, M & D C/O PARAMO 82 BELLEVUE AVE RUMSON, NJ		1 00/00/00	48600	0	0
2007		07760 43 AVENEL BLVD		00/00/00	0 48600	0	0

	ASSESSED	JUDGED	DIFFERENCE
LAND Total:	48,298,100	2,241,300	0
IMPR Total:	24,793,200	851,200	205,300
NET Total:	73,091,300	3,092,500	205,300

COUNT : 39

R# 141-07

**RESOLUTION AUTHORIZING AGREEMENT  
FOR LEGAL SERVICES IN DEFENSE OF  
A POLICE OFFICER**

**WHEREAS**, the City of Long Branch pursuant to the contract entered into between the City and the Police Department for the ability of a police officer charged in a civil action case to have legal representation by an attorney of his choosing; and

**WHEREAS**, Kijung Kim is a Police Officer employed by the Long Branch Police Department and has submitted an application to the City Attorney for legal representation by Robert Holden, Esq. relative to summons No. 13258-SC-017319; and

**WHEREAS**, the City Attorney has concluded that the Officer is entitled to retention of said attorney, and recommends a contract be authorized, in accordance with City Policy limiting the hourly rate for legal services to Police Officers to \$85.00 per hour, for an amount not to exceed \$750.00.

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds for said contract are available in the budget, Office of the City Attorney, Appropriation Line Item #

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**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch authorizes a contract for legal services in defense of Patrolman Kijung Kim relative to a civil Action complaint filed at the rate of \$85.00 per hour, for a sum not to exceed \$750.00.

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

**BE IT FURTHER RESOLVED** that the City Clerk shall have notice of award of this contract advertised in the City's official newspaper as required by law.

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

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



**AGREEMENT**

**THIS AGREEMENT MADE THIS 22nd day of May, 2007**

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

Hereinafter called the **CITY**

**AND**

**ROBERT J. HOLDEN, ESQ.**  
740 Broad Street  
Shrewsbury, NJ 07702

**WITNESSETH:**

**WHEREAS**, the City of Long Branch is desirous of retaining Robert J. Holden, Esq. to provide services for representing Ptl. Kijung Kim in the matter of charges preferred against him, Summons # 1324-SC-017319; 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 \$750.00
2. Robert J. Holden, Esq. agrees to provide services.
3. Robert J. Holden, Esq. will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be from commencement to end of the case.
5. 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 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, will send to each labor union or representative of workers with which it has 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 agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975,c. 127, as amended from time to time.

The contractor or subcontractor agrees to inform, in writing, appropriate recruitment agencies in the area, including 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 to use 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 conform with the principles 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decision of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

The contractor is required to submit, prior to or at the time the contract is submitted for signing by the public Agency, one of the following three documents:

- I. Appropriate evidence that the contractors operating under an existing federally approved or sanctioned affirmative action program
  - II. A certificate of employee information report approval in accordance with N.J.A.C. 17:27-4.
  - III. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4, completed by the contractor in accordance with N.J.A.C. 17:24-4
4. 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.

5. 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**

By: \_\_\_\_\_  
Robert J. Holden, Esq.

**Attested by:**

\_\_\_\_\_

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

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

Law Office of



ROBERT J. HOLDEN, ESQUIRE

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May 15, 2007

Irene A. Joine, R.M.C. Clerk  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

**RE: State vs. Kim**  
**Summons No. 1325-SC-017319**

Dear Ms. Joine;

I represent Ptl. Kijung Kim in reference to a motor vehicle charge alledged to have occurred in the performance of his duties.

My client is a Long Branch police officer and has advised me to write to you regarding his fees. I agree to charge \$ 85.00 an hour with an invoice not to exceed \$ 750.00.

Please contact my office to approve this agreement.

With gratitude for your kindness, I remain;

Very truly yours,

Robert J. Holden, Esq.

RJH/ds

P.O. Box 7444  
740 Broad Street (Highway #35)  
Shrewsbury, NJ 07702  
Phone 732.936.0777 - Fax 732.936.0779

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R# 142-07

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2007 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 2007 taxes and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet(s) and charge 2007 taxes in the total amount of \$8,578.42.

BLOCK	LOT	OWNER	AMOUNT
49	4	Advantage Title Agency, Inc. Account of: Demytrk, M. 123 Columbia Turnpike Suite 204A Florham Park, NJ 07932	1,246.03
87	9.224	Stokes & Throckmorton Account of: Littlefield, K. 545 Bath Avenue Long Branch, NJ 07740	2,938.95
217	16	Homecomings Financial Account of: Hackett, B. c/o FARETS PO Box 961250 Fort Worth, TX 76161-9887	1,414.53
266	5	Two River Community Bank Account of: Longpipe, LLC 1250 Hwy. 35 South Middletown, NJ 07748	77.53
301.02	1.108	GMAC Account of: Ringer, D. c/o FARETS PO Box 961250 Fort Worth, TX 76161-9887	14.63
452	13	GMAC Account of: De Wald, H. c/o FARETS PO Box 961250 Fort Worth, TX 96161-9887	2,886.75

R# 143-07

**RESOLUTION APPROVING PERSON TO PERSON  
TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF  
BELMONT LIQUORS LLC (OLD BELMONT LIQUORS) TO BAC LIQUORS, LLC**

**WHEREAS**, BAC Liquors, LLC has applied for a person to person transfer of Plenary Retail Consumption License No. 1325-33-020-003, which will be put in pocket status (no premise) and the application for transfer appears to be complete in all respects; and

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

**WHEREAS**, the applicant has been found to be qualified to be licensed according to all standards established by N.J.S.A. 33:1-1 et seq., and pertinent ordinances of the City of Long Branch; and

**WHEREAS**, the applicant has disclosed and the City, through its representatives, have reviewed the source of all funds used in the purchase of the license and all additional financing obtained in connection with the licensed business; and

**WHEREAS**, an investigation was conducted by the Police Department and they have found no reason either criminally or financially as to why this transfer should not take place; and

**WHEREAS**, the City of Long Branch has received a written statement, under oath, signed by an authorized representative of the transferor and transferee, affirming that the transferee is aware of all obligations outstanding to New Jersey Alcoholic Beverage Manufacturers, Wholesalers and Distributors.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-020-003, in the name of Belmont Liquors LLC be and the same is hereby transferred to BAC Liquors, LLC.

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

**CITY CLERK'S OFFICE  
344 BROADWAY  
LONG BRANCH, NJ 07740  
732-571-5686  
732-222-8835 (fax)**

Irene A. Joline, RMC  
City Clerk  
ijoline@ci.long-branch.nj.us

Kathy L. Schmelz, RMC  
Deputy Municipal Clerk  
kschmelz@ci.long-branch.nj.us

Deborah L. Talerico, RMC  
Deputy Municipal Clerk  
dtalerico@ci.long-branch.nj.us

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TO: Council President Michael DeStefano  
Members of Council

FROM: Kathy L. Schmelz, RMC  
Deputy Municipal Clerk

DATED: May 18, 2007

This is a person-to-person transfer of the license held by Belmont Liquors, LLC that was the old Belmont Liquors. The old owner is Morris Levy. The license is being transferred to BAC Liquors made up of Julio Pereiro, Antonio Pereira, Steven Siperstein, Bruce Cozewith and Lawrence Katz.

An investigation was done by the police department, both financial and criminal and nothing was found in the investigation that would preclude the license from being transferred. All paperwork has been filed in this office and the affidavit of publication has been received as well as all the documentation needed for a transfer. No objections have been received.

This license will be put in pocket status (inactive, no premise).

R# 144-07

**RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF  
LIONEL VASSELL AND PATSY VASSELL, 230 ROCKWELL AVENUE, LONG  
BRANCH, NEW JERSEY**

**WHEREAS**, the City of Long Branch entered into a City of Long Branch Moderate Income Homeowner Mortgage with Lionel Vassell and Patsy Vassell, 230 Rockwell Avenue, Long Branch, New Jersey, in the sum of \$10,905.00 on August 19, 1998; and

**WHEREAS**, said mortgage was recorded on September 22, 1998 in Mortgage Book 6570, Page 346; and

**WHEREAS**, the modification of the Mortgage in the upward amount of \$11,975.00 was made on October 28, 1998 and recorded on February 19, 1999 in Mortgage Book 6709, Page 61; and

**WHEREAS**, pursuant to correspondence received on April 27, 2007 from Tonya Medina of the Office of Community & Economic Development, the homeowners have met the terms and conditions of the mortgage loan listed above and therefore are entitle to a Discharge of the Mortgage.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount \$11,975.00 recorded February 19, 1999 in Mortgage Book 6709 Page 61, previously loaned to Lionel Vassell and Patsy Vassell, 230 Rockwell Avenue, Long Branch, New Jersey, in the form annexed hereto and made a part hereof; and

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

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

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

\\azgadc1\Shared\USERS\jr\Long Branch\Discharge of Mortgages\Vassell\Resolution.Discharge.Mortgage.Vassell.jmr.doc

# Discharge of Mortgage

A certain Mortgage dated **August 19, 1998**  
**Lionel Vassell**

, was made by  
**Patsy Vassell**

to  
**THE CITY OF LONG BRANCH**

This Mortgage was made to secure payment of \$ **10,905.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **September 22, 1998**, in Mortgage Book **6570** on Page **346** \* .

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on  
\* a mortgage modification was made on October 28, 1998 in an upward amount of \$11,975.00 and was recorded on February 19, 1999 in Mortgage Book 6709 Page 61.

Witnessed or Attested by:

\_\_\_\_\_  
**MAYOR ADAM SCHNEIDER**

(Seal)

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

(Seal)

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on

**THE CITY OF LONG BRANCH**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.

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

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

SS:

I CERTIFY that on

**Adam Schneider**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as **Mayor**

of **The City of Long Branch**

the entity named in this instrument; and,

(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

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

(For Recorder's Use Only)

R# 145-07

RESOLUTION  
APPROVAL PAYMENT OF BILLS

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

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

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

May 22, 2007

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this \_\_\_\_ day of \_\_\_\_\_, 2007

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

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of May 22, 2007. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

4 Connections	Monthly Lease of Dark Fiber - May 2007 - IT/Administration		1,500.00
A T & T	Utilities - Telephone - Various Locations - April 2007	*	1,387.97
A.C. Moore	Stools for Beach Ticket Booths - Recreation		107.96
A.E.C. Distributing Co., Inc.	Miscellaneous Auto Supplies - Municipal Garage - Public Works		564.20
A.R. Communications	Radio Repairs and Semi Annual Maintenance Fee - DPW & Police Dept- May-Oct 2007		3,459.00
Absolute Fire Protection Co.	Repairs on Light Tower - Fire Department		520.00
Allied Building Products	Miscellaneous Materials - Traffic Dept - Police		261.06
Allied Oil Company	Diesel Fuel & Underground Storage Tank Tax - 04/10/2007-04/24/2007 - DPW		19,202.88
Ambassador Medical Services	Pre-Employment & Random Testing - Drug & Alcohol Alliance - Jan to April 2007		2,385.50
Ansell, Zaro, Grimm & Aaron	Legal Services Relative to General Litigation, Redevelopment, Tax Appeals - April 2007	*	11,538.82
Auto Parts	Miscellaneous Auto Supplies - Public Works - February to March 2007		395.71
B & H Photo	DVD Recorder - Forensics Lab - Police Department		251.05
Bayway Lumber Center	Lumber for Boardwalk Repairs - Public Works		3,062.00
Bette White Fernandez	Tap Dance Instructor - Senior Center - 04/27/2007 & 05/04/2007		58.00
Beverly Baxter	Ceramic Instructor - 4/17-4/19/2007 - Senior Center		275.00
Beyer Bros Corp.	Miscellaneous Auto Supplies - Municipal Garage - Public Works		288.99
Bigelow Motor	Miscellaneous Auto Supplies - Municipal Garage - Public Works		74.20
Blink Promotions	Promotional Pins - UEZ Special Events		2,655.00
Body's Unlimited II	Replace Fender - PD 25-29 - Police Department		869.10
Builders General	Miscellaneous Building Materials - Various Projects - Public Works		343.23
Bullet Lock & Safe Co	Miscellaneous Keys & Locks - Various Departments - February to March 2007		669.00
Century Office Products	Refill Staples for Copier - City Clerk		120.00
Cherry Valley Tractor Sales	Parts for Beach Rake - Public Works		774.65
City of Long Branch Clearing Account	Reimburse Clearing Account	*	272.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	135,344.11
City of Long Branch Clearing Account	Reimburse Clearing Account	*	762,033.72
City of Long Branch Clearing Account	Reimburse Clearing Account	*	660,465.66
City of Long Branch Clearing Account	Reimburse Clearing Account	*	11,538.82
City of Long Branch Clearing Account	Reimburse Clearing Account	*	54,096.05
City of Long Branch Current Account	Transfer of Funds	*	7,000,000.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 5/04/2007	*	30,209.99
City of Long Branch Payroll Agency	Payroll Dated 5/04/2007	*	731,823.73
Complete Security Systems Inc	Central Station Monitoring - LB Parks/Fire Sprinkler Inspection - Recreation Dept		298.04
D M S & D Associates	Misc. Supplies for Municipal Garage		1,750.00
DARE America Merchandise	Promotional Items - Various Events for the Dare Program - Police Department		2,503.61
Davis Equipment Sales, Inc	Replacement Rollers for Surf Rake - Public Works		835.00
Dawn Maghan	Yoga Instruction - Senior Center - 04/26/2007 & 05/03/2007		100.00
Diamond Triumph Auto Glass	Replace Windshield - PD# 55 - Public Works		203.50
Eagle Point Gun	Ammunition for Seminar in San Antonio, Texas - Police Department		112.40
East Coast Emergency Lighting	Reflector Assemblies for Fire# 25-6-90 - Fire Department		98.40
Edmunds & Associates	Hardware Maintenance - Tax Collector		3,067.00
Edwards Tire Co., Inc	Tires - Fire & Police Department		2,332.72
Effinger Sporting Goods	Soccer Balls - Recreation		29.85
Elite Forms	Business Cards and Promotional Items - Various Departments		390.35
Eric Reisher	Technical Support Services - Cable Commission - April 2007		475.00
Evans, Osborne, & Kreizman	Legal Services Rendered - Conflict Judge - 05/11/2007		500.00
Fax Express	Maintenance Agreement - Fax Machine - Switchboard		370.00
Flowers by Van Brunt	Condolence Flowers - Jones Family - Mayor's Office		62.00
Ford Motor Credit	Lease/Purchase Vehicles - June 2007		8,148.46
Garden State Highway Products	Miscellaneous Poles & Signs - Traffic Department		830.00
Global Govt./Education Solutions	Various Computer Equipment - Various Depts.		473.50
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Student Housing Issues - April 2007		1,755.50
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - April 2007		2,332.40
Harley Davidson of Long Branch	Motorcycle Lease - Police Department - 02/01/2007 - 01/31/2008		1,500.00
Hilsen Termite & Pest Control	Integrated Pest Control - May 2007 - Health Dept.		345.00
Home Depot Credit Services	Miscellaneous Supplies - Various Projects - Public Works		319.91
IAAI	Membership - Det Beaver - Police Department		110.00
Institute for Professional Development	Workshop - 4/27/2007 - Tax Collector		99.00
Intl Assn for Property & Evid Inc	Annual Membership Dues - Det Graziano - Police Department 2007		50.00
James Butler, Jr	Legal Services Rendered - Alternate Municipal Prosecutor - 03/15/2006		350.00
James Butler, Jr	Legal Services Rendered - Alternate Municipal Prosecutor - Feb & April 2007		1,000.00
Jersey Cape Diagnostic	Seasonal Beach Badges - Recreation - 2007 Season		593.60
Jersey Central Power & Light	Utilities - Electric - Various Locations - 02/22/2007-05/03/2007	*	3,243.53
Jersey Elevator Co	Elevator Maintenance - City Hall Building - April 2007		136.26
Jersey Rebuilding Service	Rebuild Alternator - Public Works		214.87
Joann Fabrics	Supplies for Various Events - Senior Center	*	445.45
Johnny on the Spot	Port-A-Johns - Recreational Fields - Baseball & Soccer Season - April 2007		381.00
John's Auto & Truck Repair	Front Alignment - PD# 45 - Public Works		120.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Lakewood Auto Supply Inc  
 Law Enforcement Committee  
 LBHS Wrestling Team  
 Lesco, Inc  
 Long Branch Chamber of Commerce  
 Lowe's  
 Marian K. Akana  
 Mark R. Aikens  
 Matt Lynch  
 Matthew Bender & Co.  
 McKenna, DuPont, Higgins, Stone  
 Meridan Health System Service  
 Mid-Atlantic Truck Center  
 Monmouth Shore Wrestling  
 Motor Vehicle Services  
 Motorola C & E Inc  
 New Deal Plumbing Supply  
 New Jersey American Water  
 New Jersey Natural Gas  
 New Pig Corporation  
 NJ State League of Municipalities  
 NJSCPA  
 Office Depot  
 Old Dominion Brush Co.  
 Party Fair  
 Perry's Trophy  
 Perth Amboy Spring Works  
 Petroleum Traders Corp.  
 Phyllis Salvato  
 Positive Promotions  
 Public Strategies  
 Ralph K. Badmann Corp  
 Ramn Hydraulics, Inc  
 Ray's Sport Shop  
 Red Bank Recycling & Auto Wreckers  
 Richard Willgerodt  
 Rittenhouse Kerr Ford  
 Saker Shoprites

Miscellaneous Filters - Public Works - January 2007 766.34  
 Registration for Seminar - Det. Verdadeiro - Police Department 125.00  
 Full Page Ad for Awards Dinner Journal - Mayor's Office 60.00  
 Miscellaneous Supplies - Various Parks - Public Works 156.15  
 Rent for Community Development - June 2007 500.00  
 Miscellaneous Materials - Various Departments 864.34  
 Services as Art in the Park Co-ordinator - Art Show - 03/05/2007-04/13/2007 1,185.00  
 Legal Services Rendered - Redevelopment Conflict Attorney - April 2007 982.00 Pymt# 3  
 Reimbursement of Mileage - 2/13/2007 - 05/01/2007 - Tax Assessor 221.70  
 Renewal of NJ Admin Code Title 4A Personnel - Public Works & Police Dept 124.86  
 Legal Services Rendered - Redevelopment Conflict Attorney - Jan to March 2007 1,457.50 Pymt# 1  
 Hep B Immunizations and DOT Exams - Health & Recreation 701.00  
 Miscellaneous Parts - Public Works 313.06  
 Entry Fee for USANJ 2007 Team Championship - Recreation 400.00  
 (2) Motor Vehicle Titles - Police Department 40.00  
 Miscellaneous Replacement Parts - Police Department 2,705.68  
 Plumbing Materials - Various Departments 491.61  
 Utilities - Water - Various Locations - 03/26/2007-04/26/2007 13,986.06  
 Utilities - Gas - Various Locations - 03/30/2007-05/02/2007 528.41  
 Steel Street Basket/Steel Drum Tops - Public Works 7,386.63  
 Various Seminars - Various Departments 240.00  
 Renewal of Membership - Finance Director 280.00  
 Misc. Office Supplies - Various Depts. 2,070.63  
 Miscellaneous Part & Equipment - Street Sweeper - Public Works 2,234.90  
 Supplies for Various Programs - Senior Center - April to May 2007 969.92  
 Nameplates - Fire Department 20.00  
 Repair Axle Spring - Sanitation # 10 - Public Works 339.68  
 Unleaded Gasoline & Underground Storage Tank Tax - 4/05/2007& 4/26/2007 - DPW 39,329.16  
 Class - Power of The Mind to Heal The Body - 4/30/2007 - Senior Affairs 455.00  
 Promotional Items - Various Events for the Dare Program - Police Department 440.55  
 Professional Services Rendered - Lobbying Consultant - May 2007 440.55  
 Hoses/Fittings - DPW & Sanitation Stock 2,500.00 Pymt# 5  
 Repair Hydraulic Cylinder - Sanitation# 50 - Public Works 405.29  
 Police Uniforms - Police Department 310.00  
 International Automobile Hood - New GSA Vehicle - Public Works 850.05  
 Repair & Reassemble Recorders - Police Department 250.00  
 Miscellaneous Automobile Repairs - Various City Vehicles 504.25  
 Food & Beverages for Various Senior Affairs - Senior Center - April 2007 1,038.32  
 622.90

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Scientific Devices	Printer Cartridges - Various Depts.	761.13	
Scoles Floorshine Industries	Janitorial Supplies for City Hall Building & Senior Center	733.60	
Seaside Materials Inc	Rebar for Generator at Fire Headquarters	144.25	
Shared Technologies	Service Call for City Hall Building Telephone Line	427.50	
Sipersteins	Paint/ Materials - Various Projects - Public Works	221.42	
Softtime Techniques, Inc	Renewal of Annual Support Contract - Public Works	300.00	
Staples	Printer Cartridges - Building Department	28.66	
Stavola Asphalt Company	Road Materials/Stone - DPW	994.14	
Storr Tractor Company	Miscellaneous Parts for Lawn Equipment - Public Works	318.30	
Talco Business Systems	Cash Register - Records Department - Police	674.00	
Tanner North Jersey, Inc	Miscellaneous Office Furniture - Various Departments	2,105.50	
Thompson Design Group	Urban Design & Planning Services - General Matters - March 2007	6,500.00	Pymt# 4
Thompson Design Group	Urban Design & Planning Services - Broadway Sector/Gateway - March 2007	5,200.00	Pymt# 4
Treasurer, County of Monmouth	Tippling Fees & Various Taxes - 04/02/2007-04/13/2007 - DPW	37,569.23	
Treasurer, State of NJ	Demolition Bond Loan	29,508.60	*
Trico Equipment, Inc	Miscellaneous Hardware - Municipal Garage - Public Works	629.50	
Troil Enterprises, LLC	Anti-Freeze/ Windshield Wiper Fluid - Municipal Garage - Public Works	819.35	
Tropicana Casino & Resort	Reservation - NJ Emergency Preparedness Conference - S. Dziuba - 5/10/2007 - OEM	272.00	*
Tuzzio's	Food - OEM Personnel - 4/13/2007 & 4/15/2007	342.40	
United Parcel Service	Ground Transportation - Police Department	9.51	
United States Plastic Corp	Miscellaneous Supplies - Police Department	130.06	
Verizon Wireless	Cell Phones - Various Departments - 4/12/2007 & 4/16/2007	4,676.03	*
Warschauer Electric Supply	Miscellaneous Electrical Supplies - Various Departments	382.24	
Y-Pers	Wash Rags - Municipal Garage	71.00	

**TOTAL CURRENT**

**9,650,798.16**

Ansell, Zaro, Grimm & Aaron	Legal Services Relative to Hotel Campus - April 2007	5,480.20	*
Ansell, Zaro, Grimm & Aaron	Legal Services Relative to School Project - April 2007	374.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	42,544.26	*
City of Long Branch Clearing Account	Reimburse Clearing Account	5,854.20	*
Cooper Electric Supply	Generator - Fire Headquarters & OEM Operations Center	19,100.00	
D.W. Smith Assoc.	Engineering Services Rendered - Development of Manahasset Park - 3/19-4/15/07	7,540.50	Pymt# 14
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Survey Field Layout - 3/19-4/15/07	7,575.75	Pymt# 3
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Environmental Oversight - 3/19-4/15/07	1,080.50	Pymt# 6
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus/Abbottsford Project - April 2007	480.40	Pymt# 4

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Thompson Design Group  
 Warshauer Electric Supply

Urban Design & Planning Services - Hotel Campus/Abbottsford - March 2007  
 Miscellaneous Electrical Supplies - Various Departments

19,730.00 Pymt# 5  
 1,958.31

**TOTAL CAPITAL**

**111,718.12**

City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency  
 City of Long Branch Payroll Agency  
 John's Auto & Truck Repair  
 Long Branch Animal Hospital  
 Monmouth County SPCA  
 NJ Dept of Health & Senior Services  
 Verizon Wireless

Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Payroll Dated 5/04/2007  
 Payroll Dated 5/04/2007  
 Front Alignment - Animal Control Vehicle  
 Veterinary Services Rendered - April 2007  
 Animal Shelter Services - March 2007  
 Monthly Dog License Report - April 2007  
 Cell Phones - Various Departments - 4/12/2007 & 4/16/2007

\* 645.66  
 \* 5,319.18  
 \* 1,896.33  
 \* 166.08  
 \* 378.98  
 \* 4,940.20  
 60.00  
 456.00 Pymt# 4  
 2,060.00 Pymt# 3  
 52.80  
 \* 113.28

**TOTAL DOG**

**16,088.51**

America the Beautiful Fund  
 Auto Parts  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency  
 City of Long Branch Payroll Agency  
 Long Branch Chamber of Commerce  
 Long Branch PBA Local 10  
 Ronald McDonald House  
 Schoor Depalma  
 Tuzzio's

Miscellaneous Garden Supplies - Community Development  
 Miscellaneous Auto Supplies - Public Works - February to March 2007  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Payroll Dated 5/04/2007  
 Payroll Dated 5/04/2007  
 Rent for Community Development - June 2007  
 Full Page Ad for CDBG Advertisement - Community Development  
 Full Page Ad for CDBG Advertisement - Community Development  
 Engineering Services Rendered - Environmental Work - LBMGP - March 2007  
 Holy Trinity Basketball Awards Ceremony Dinner - Community Development

77.90  
 87.80  
 \* 5,436.43  
 \* 4,910.44  
 \* 3,593.10  
 \* 350.79  
 \* 4,559.65  
 1,000.00  
 125.00  
 250.00  
 1,181.50 Pymt# 3  
 1,200.00

**TOTAL HUD**

**22,772.61**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Ansell, Zaro, Grimm & Aaron	Legal Services Relative to Broadway Arts - April 2007	*	3,939.00
Ansell, Zaro, Grimm & Aaron	Legal Services Relative to Pier Village II - April 2007	*	451.00
Ansell, Zaro, Grimm & Aaron	Legal Services Relative to Pier Village I - April 2007	*	66.00
Ansell, Zaro, Grimm & Aaron	Legal Services Relative to Beachfront South - April 2007	*	66.00
Ansell, Zaro, Grimm & Aaron	Legal Services Relative to Beachfront North - April 2007	*	4,193.92
Bullet Lock & Safe Co	Keys and Locks for Library		23.50
City of Long Branch Clearing Account	Reimburse Clearing Account	*	43,795.64
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,243.13
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,950.09
City of Long Branch Clearing Account	Reimburse Clearing Account	*	8,715.92
City of Long Branch Payroll Agency	Payroll Dated 5/04/2007	*	178.80
City of Long Branch Payroll Agency	Payroll Dated 5/04/2007	*	7,064.33
Danielle Golba & Associates	Professional Services Rendered - 3/20/2007 -Planning Board		80.00
E.M. Waterbury & Associates	Engineering Services - Zoning Board - 01/05/2007 & 03/03/2007		2,592.50
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Broadway Arts Center - April 2007		629.00
Lowes	Cabinets - Library		445.22
Mark R. Atkins	Legal Services Rendered - Beachfront South - April 2007		110.00
Michael A Irene, Jr	Legal Services Rendered - Zoning Board Attorney		1,787.50
Paul X. Escandon	Professional Services Rendered - Assigned Counsel - 12/15/2006		200.00
Phillips Preiss Shapiro Assoc.	Professional Services for Zoning Board Planner - 12/11/2006 & 03/13/2007		1,385.00
Schoor Depalma	Engineering Services Rendered - Broadway Arts Center - Jan to March 2006		3,280.25
Schoor Depalma	Engineering Services Rendered - Beachfront South - Feb to Sept 2006		3,319.00
Thompson Design Group	Urban Design & Planning Services - Pier Village II - March 2007		1,219.98
Thompson Design Group	Urban Design & Planning Services - Broadway Arts Center - March 2007		3,315.00
Thompson Design Group	Urban Design & Planning Services - Beachfront South - March 2007		6,760.00
Treasurer, County of Monmouth	Annual Dues Monmouth County Emergency Response Team - 2007 Mocert Assessment		1,000.00

**TOTAL TRUST OTHER**

**103,810.78**

R# 146-07

**RESOLUTION AWARDING CONTRACT FOR  
PURCHASE AND DELIVERY OF SOIL  
FOR MANHASSETT CREEK PARK**

**WHEREAS**, the City has the need to contract for purchase and delivery of clean soil for site work required as part of the at Manahasset Creek Park development project; and

**WHEREAS**, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the County of Monmouth under their Monmouth County Cooperative Contract Purchasing System; and

**WHEREAS**, the County of Monmouth, through a fair and open process has awarded a contract for purchase and delivery of soil (Contract #F-124-2007) from R.W.V. Land and Livestock South at a price of \$7.96, and it is the recommendation of the Public Works Director that this soil will meet the City's need, and that it is in the City's best interest to award a contract to this company for up to 50,000 cubic yards of soil that may be needed for this project.

**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 purchase from the Grant Budget, Open Space-Monmouth County, **Appro. Line Item #G-04-077-401, in an amount not to exceed \$250,000.** and Capital Budget, Ord. #7-06, Manahasset Creek Park-Green Acres, **Appro. Line Item #C-04-085-603, in an amount not to exceed \$148,000.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that an open-ended contract be awarded to **R.W.V. Land and Livestock South**, for purchase and delivery on an as-needed basis of up to 50,000 cubic yards of clean soil, in accordance with the terms and conditions of Monmouth County contract #F-124-2007, at a delivered cost of \$7.96 per cubic yard, **for a sum not to exceed \$398,000.**

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

**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:

**PURCHASE AND DELIVERY OF SOIL FOR MANAHASSETT PARK**

Said contract being made as follows:

<b>RWV LAND AND LIVESTOCK SOUTH</b>	<b>\$398,000</b>
-------------------------------------	------------------

Said funds being available in the form of:

<b>Capital Budget</b>	
<b>Ordinance #7-06</b>	
<b>MANAHASSETT PARK-GREEN ACRES</b>	
<b>Appro. #C-04-085-603</b>	<b>\$148,000</b>
<b>Grant Budget</b>	
<b>Open Space-Monmouth County</b>	
<b>Appro. #G-04-077-401</b>	<b>\$250,000</b>



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

\_\_\_\_\_  
Date

**CONTRACT**

**THIS AGREEMENT MADE THIS                      DAY OF                      , 2007**

**BETWEEN: City of Long Branch  
344 Broadway  
Long Branch, NJ 07740**

a municipal corporation of the State of New Jersey,  
hereinafter called the **OWNER**;

**AND R.W.V. Land & Livestock South  
P.O. Box 1323  
Jackson, NJ 08527**

hereinafter called the **CONTRACTOR**:

**WITNESSETH:** That the **OWNER** and the **CONTRACTOR** for the consideration, hereinafter specified, agree as follows:

**ARTICLE ONE: SCOPE OF WORK:** **CONTRACTOR** covenants and agrees to provide and deliver, in accordance with the terms and conditions of Monmouth County Contract #F124-07, on an as needed basis, a quantity of up to 50,000 cubic yards of clean fill soil, at \$7.96 per cubic yard (delivered), for the Department of Public Works, for use at its Manahasset Creek Park project; and

In accordance with Monmouth County Contract #F124-07, the term of this contract is through October 31, 2007.

**CONTRACTOR** further agrees to and perform in a good and workmanlike manner all work required to be furnished and delivered, done and performed in conformity with the Bid Specifications and Contractor's Proposal, annexed hereto and hereby made part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

**ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE:** The **CONTRACTOR** is required to execute a contract within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute his contract within said period shall constitute a breach of agreement. Orders for soil will be made by the Public Works office, and shall be delivered at a schedule and location as mutually agreed upon between the contractor and the DPW Director.

**ARTICLE THREE: PAYMENT:** OWNER agrees to pay CONTRACTOR for said work and materials after delivery of any purchase or performance of stated work under the terms of this contract, in accordance with said Contract Documents, and within the time stated for DELIVERY, for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit price bid therefore by the CONTRACTOR, which payment according to the estimated quantities will amount to a sum not to exceed

Payments to be made in accordance with the OWNER'S requirement for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the OWNER reserves the right to increase or decrease any or all of the quantities in each item at the unit price bid.

Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the OWNER arising out of or by reason of the work done and the materials furnished under this contract.

**ARTICLE FOUR: INDEMNIFICATION:** The CONTRACTOR will make all payments of proper charges for said work required in accordance with said Contract Documents, and will indemnify and save harmless the OWNER, its officers, agents, or servants and each and everyone of them, against and from all claims, suits, actions, damages and/or costs of every name and description, including royalties, fees or claims for the use of patented methods, or patented rights, or copyrights, and from all damages to which the OWNER, or any of its officers, servants or agents, may be subjected or put by reason of injury to person or property of others, or property of the Owner, resulting from carelessness in the performance of its work or through the negligence of, or through any act or omission on the part of, the CONTRACTOR, its agents or agent, servants, or subcontractors.

**ARTICLE FIVE: ASSIGNMENT OR SUBLETTING:** CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior written approval of the OWNER.

**ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:**

During the performance of this contract, the CONTRACTOR agrees to comply with Affirmative Action Regulations, P.L. 1975, c. 127 (N.J.A.C.17:27), as amended and supplemented from time to time, and, more specifically, as detailed in the section of the bid specifications entitled "Supplement to Information to Bidders, Procurement, Professional and Service Contract, Affirmative Action", and/or Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts, which reads 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 on-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 contractors 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 NJAC 17:275.2.

The contractor or subcontractor agrees to confirm 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 director discretionary 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 statues 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 shall submit to the public agency, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee information Report Form AA302

The contractor and its subcontract shall furnish such reports or other documents to the Division of Contract Compliance & EEO as maybe requested by the Division 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 NJAC17:27.

**ARTICLE SEVEN: PERFORMANCE BOND:** CONTRACTOR, upon execution of this agreement and said Contract Documents, shall execute a performance bond and payment bond. Said bonds shall be executed by a responsible bonding company, in good financial standing, and authorized to do business in the State of New Jersey, and shall be posted within fifteen (15) days of award of the Contract.

**ARTICLE EIGHT: LIQUIDATED DAMAGES:** CONTRACTOR'S failure to execute the contract within fifteen (15) days after he has received notice of acceptance of his bid shall be considered breach of contract and CONTRACTOR shall forfeit to the City of Long Branch, as liquidated damages for such failure or refusal, the bid security required in the bid specifications.

**ARTICLE NINE: ELEC REPORTING REQUIREMENTS**

The 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). Click on "P2P Electronic Filing now available" on home page.

This Contract shall be binding upon the OWNER, its successors and assigns, and upon the CONTRACTOR, its successors and assigns or heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, the **OWNER** 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 **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.

**OWNER: CITY OF LONG BRANCH**

Attested by:

Date:

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

\_\_\_\_\_  
Adam Schneider, Mayor

**CONTRACTOR:**

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

Attested by:

\_\_\_\_\_  
Title

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



Thursday, May 17, 2007

**directory**

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[Bidders Application](#)

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**CoOp Awarded Bid Search**

Search by Year: 2007

\*Keywords:

Separate keywords with a comma

Search Titles  Search Items  Search for all words  Search for any word

Each municipality desiring to take advantage of offers on this page, must contact the vendor to verify availability and price

Last Date	Request Id	Title
6/30/2007	<a href="#">F-1-2007</a>	FURNISHING AND DELIVERY OF "PRODUCTION PAPER" ON CALL FOR THE INFORMATION SERVICES DEPARTMENT FOR THE PERIOD JANUARY 1, 2007 THROUGH JUNE 30, 2007 (MONMOUTH COUNTY CO-OP)
6/30/2007	<a href="#">F-46-2007</a>	FURNISHING AND DELIVERY OF RECYCLED XEROGRAPHIC PAPER FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2007 THROUGH JUNE 30, 2007 (MONMOUTH COUNTY CO-OP)
9/30/2007	<a href="#">F-88-2007</a>	FURNISHING AND DELIVERY OF NCR PAPER AND RELATED SUPPLIES FOR THE INFORMATION SERVICES DEPARTMENT FOR THE PERIOD MARCH 1, 2007 THROUGH SEPTEMBER 30, 2007 WITH THE OPTION OF A SIX (6) MONTH EXTENSION (MONMOUTH COUNTY CO-OP)
10/31/2007	<a href="#">F-124-2007</a>	FURNISH AND DELIVER LANDFILL SOIL COVER MATERIAL FOR THE MONMOUTH COUNTY RECLAMATION CENTER (MONMOUTH COUNTY CO-OP)
12/31/2007	<a href="#">F-22-2007</a>	FURNISHING AND DELIVERY OF SODIUM CHLORIDE (ROCK SALT) IN BULK FOR VARIOUS MONMOUTH COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 31, 2007 (MONMOUTH COUNTY CO-OP)
12/31/2007	<a href="#">F-51-2007</a>	FURNISHING AND DELIVERY OF TIRES, TUBES AND ROADSIDE SERVICE FOR RECLAMATION AND CENTRAL MOTOR POOL DEPARTMENTS FOR THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 31, 2007 (MONMOUTH COUNTY CO-OP)
12/31/2007	<a href="#">F-55-2007</a>	FURNISHING AND DELIVERY OF #2 FUEL OIL FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 31, 2007 (MONMOUTH COUNTY CO-OP)
12/31/2007	<a href="#">F-64-2007</a>	FURNISHING AND DELIVERY OF LUBRICANTS, MOTOR OILS AND ANTI-FREEZE FOR THE MONMOUTH COUNTY CENTRAL MOTOR POOL DEPARTMENT AND SHADE TREE COMMISSION FOR THE PERIOD OF JANUARY 1, 2007 THROUGH DECEMBER 31, 2007 (MONMOUTH COUNTY CO-OP)
12/31/2007	<a href="#">F-74-2007</a>	FURNISHING AND DELIVERY OF DIESEL FUEL, UNLEADED GASOLINE AND KEROSENE FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 31, 2007. (MONMOUTH COUNTY CO-OP)
1/31/2008	<a href="#">F-86-2007</a>	FURNISHING AND DELIVERY OF PRINTER CARTRIDGES FOR VARIOUS PRINTERS AT VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD FEBRUARY 1, 2007 THROUGH JANUARY 31, 2008 (MONMOUTH COUNTY CO-OP)
4/30/2008	<a href="#">F-116-2007</a>	FURNISHING AND DELIVERY OF LUBRICATING OIL AND GREASE FOR THE MONMOUTH COUNTY RECLAMATION CENTER FOR THE PERIOD MAY 1, 2007 THROUGH APRIL 30, 2008 (MONMOUTH COUNTY CO-OP)
12/31/2008	<a href="#">F-38-2007</a>	FURNISHING PARTS AND PERFORMING REPAIRS FOR FORD BRAND



Tuesday, May 08, 2007

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**F-124-2007**

**FURNISH AND DELIVER LANDFILL SOIL COVER MATERIAL FOR THE MONMOUTH COUNTY RECLAMATION CENTER (MONMOUTH COUNTY CO-OP)**

Proposals Must Be Received No Later Than:  
**3/20/2007 10:30:00 AM**

By:  
Monmouth County Purchasing  
1 East Main Street  
Hall of Records  
Freehold, NJ 07728  
Phone: (732) 431-7370 Fax: (732) 431-7379  
Contact: **LESLIE MANCIL (732) 431-7377**

Bids must be made on standard RFB forms in the manner designated and required by the specifications. Information on obtaining specifications may be obtained from the Monmouth County Purchasing Department

Requested By:  
**Reclamation**  
**Att: John Pasko**  
**6000 Asbury Avenue**  
**Tinton Falls, NJ 07753**

Delivery Date: **ASAP**

Number	Item Description	Unit	Quantity	Price	Total
<b>R.W.V. LAND &amp; LIVESTOCK SOUTH (Total Awarded: \$716,400) 732-364-1070</b>					
1	FURNISH AND DELIVER LANDFILL SOIL COVER MATERIAL	CU.YD(S)	90000	\$7.9600	\$716,400

R# 147-07

**RESOLUTION AUTHORIZING NON - VULT PLEA AND TEN (10) DAY SUSPENSION  
FOR AVENUE/LE CLUB LIQUOR LICENSE 1325-33-027-008**

**WHEREAS**, Avenue/Le Club is the holder of Plenary Retail Consumption License #1325-33-027-008; and

**WHEREAS**, said Licensee was charged that on February 14, 2007, said Licensee permitted or suffered employees who were convicted felons in violation of N.J.S.A. 33:1-26, 31.2 or 13:2-14.5 as well as Long Branch City Ordinances; and

**WHEREAS**, notice of said violation was forwarded to the attorneys for the Licensee; and

**WHEREAS**, the Licensee appeared before the Council of the City of Long Branch acting as the local arm of the Alcoholic Beverage Control Commission on May 8, 2007; and

**WHEREAS**, at that time, a Non-Vult plea was entered; and

**WHEREAS**, the Municipal Prosecutor of the City of Long Branch, upon recommendation and consultation with the Public Safety Director, recommended a suspension of ten (10) days; and

**WHEREAS**, the Licensee was permitted an opportunity to appear before the Council and set forth reasons why the ten (10) day suspension should be reduced; and

**WHEREAS**, the Municipal Prosecutor and the Council of the City of Long Branch have fully noted and acknowledged the cooperation of the Licensee in the police investigation of the charges; and

**WHEREAS**, the Licensee has presented to the Council of the City of Long Branch adequate proof of the Licensee's active steps to remediate the conditions which led to these charges; and

**WHEREAS**, the Council of the City of Long Branch entertained a motion to accept the Non-Vult plea and to order a license suspension of ten (10) days; and

**WHEREAS**, on recommendation of the Municipal Prosecutor, the suspension is to be stayed to give an opportunity to the Licensee to appeal to the Alcoholic Beverage Control Commission to convert the suspension into a fine.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Non-Vult plea of Avenue/LeClub Plenary Retail Consumption License #1325-33-027-008 be and

the same hereby is accepted.

**BE IT FURTHER RESOLVED** the ten (10) day suspension of license be and the same hereby is imposed upon said licensee for the offense which took place on February 14, 2007.

**BE IT FURTHER RESOLVED** that the suspension shall be stayed to allow the Licensee to appeal to the Alcoholic Beverage Commission to convert the suspension imposed to a fine.

**BE IT FURTHER RESOLVED** that the Council of the City of Long Branch has no objection to the conversion of the aforementioned suspension to a monetary fine in lieu of suspension by the Director of the New Jersey Division of Alcoholic Beverage Control.

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN: