

**WORKSHOP SESSION**

**CITY COUNCIL**

**JUNE 26, 2007**

**6:00 P.M.**

1. ZONING MAP CORRECTIONS / CARL TURNER
2. GREEN ISSUES / ENERGY REVIEW COMMITTEE / MAYOR SCHNEIDER
3. REVIEW OF REGULAR MEETING AGENDA

**ADMINISTRATIVE AGENDA**

**CITY COUNCIL**

**CITY OF LONG BRANCH**

**JUNE 26, 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*

**READING AND APPROVAL OF PREVIOUS MINUTES:**

JUNE 12, 2007

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

NONE

**ORDINANCES FOR INTRODUCTION:  
PUBLIC HEARING SCHEDULED FOR JULY 10, 2007**

**#25-07** AN ORDINANCE AMENDING CHAPTER 78-3 POLICE DEPARTMENT ORGANIZATION COMMAND

**#26-07** AN ORDINANCE ESTABLISHING A PROCEDURE AUTHORIZING THE CLERK OF THE CITY OF LONG BRANCH TO PROVIDE RESPONSES TO OPEN PUBLIC RECORD REQUESTS SPECIFICALLY AS THEY RELATE TO REQUESTS FOR MINUTES OF MEETINGS OF THE CITY OF LONG BRANCH LAWFULLY CLOSED TO THE PUBLIC

**#27-07** AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 308 "TAXICABS" SUBSECTION 6 "ZONES AND RATES" AS WELL AS ORDINANCE NO. 15-90 OF THE REVISED GENERAL ORDINANCES OF THE CITY OF LONG BRANCH

**#28-07** AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 247 "PARKS", SECTION 247-2 "PROHIBITED ACTIVITIES" OF THE CODE OF THE CITY OF LONG BRANCH

**PUBLIC PARTICIPATION:**

**RESOLUTIONS:**

**R172-07** RESOLUTION INCREASING CHANGE FUND MUNICIPAL COURT

**R173-07** RESOLUTION AUTHORIZING MAYOR TO SIGN CHERRY STREET PARK SOIL EROSION AND SEDIMENT CONTROL APPLICATION

**R174-07** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO EXECUTE AN ASSUMPTION AND CONSENT AGREEMENT CONCERNING PROMISSORY NOTE

**R175-07** RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A SUBORDINATION OF NON-DISTURBANCE AND ATTORNMENT AGREEMENT LEASE BETWEEN PIER VILLAGE DEVELOPMENT LLC AS LANDLORD AND LAKE RUN LLC SNDA AS THE TENANT

**R176-07** RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEED OF EASEMENT IN ACCORDANCE WITH THE CITY'S OBLIGATION TO DO SO AS PROVIDED IN THE AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND D.R. MON GROUP, INC., REGARDING CONSTRUCTION OF A HOME ON BLOCK 231, LOT 19, 60 FOURTH AVENUE

**R177-07** RESOLUTION BETWEEN THE CITY OF LONG BRANCH AND THE LONG BRANCH SEWERAGE AUTHORITY REGARDING EMPLOYEE ASSISTANCE PROGRAM

**R178-07** RESOLUTION APPROVING VARIOUS LIQUOR LICENSES FOR THE 2007/2008 LICENSING TERM

**R179-07** RESOLUTION REFUND OF \$50.00 APPLICATION FEE TO FUDGIE WUDGIE OF SOMERSET, NJ

**R180-07** RESOLUTION APPROVAL PAYMENT OF BILLS

**APPLICATIONS:**

1. APPROVAL OF THE TRANSFER OF A TAXI OWNERS LICENSE FROM STEPHEN SCALZO TO MURAT TAN
2. APPROVAL OF TWO RAFFLE LICENSES FOR MONMOUTH HEALTHCARE FOUNDATION

**REDEVELOPMENT:**

UPDATE – MR. AARON (TENTATIVE)

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

**ADJOURNMENT**

Ordinance No.

25-07

ORDINANCE AMENDING CHAPTER 78-3 POLICE DEPARTMENT ORGANIZATION  
COMMAND

**WHEREAS**, Ordinance 78-3 governs the administration of the Police Department by dividing the Police Department into two (2) divisions; and

**WHEREAS**, the Public Safety Director has conducted a full study of the Police Department and believes that the Department's present divisional structure can be improved by changing the Department into three (3) divisions; and

**WHEREAS**, as a result of the aforesaid study, the Public Safety Director has recommended that the Department be divided into a Patrol Division, a Detective Division and a Support Services Division; and

**WHEREAS**, the present Ordinance leaves the Department with two (2) divisions: a Division of Support Services and a Division of Operation; and

**WHEREAS**, the Council of the City of Long Branch, after review of the matter with the Public Safety Director at a Workshop Session the change in the Police Department as recommended by the Public Safety Director would be in the best interests of the Police Department as a whole, and would create greater efficiency within the Police Department and allow for more ease of flexibility of scheduling.

**NOW THEREFORE, BE IT ORDAINED**, by the Council of the City of Long Branch that the City's Ordinance 78-3A be and is hereby amended to state:

**"DIVISIONS:**

For the purpose of administration and efficiency, the Police Department is divided into three (3) divisions:

1. Patrol Division.
2. Detective Division
3. Support Services Division."

**BE IT FURTHER ORDAINED** that all other sections of Ordinance 78-3 shall remain as presently constituted.

**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

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Ordinance No.

26-07

**ORDINANCE ESTABLISHING A PROCEDURE AUTHORIZING THE CLERK OF THE CITY OF LONG BRANCH TO PROVIDE RESPONSES TO OPEN PUBLIC RECORD REQUESTS SPECIFICALLY AS THEY RELATE TO REQUESTS FOR MINUTES OF MEETINGS OF THE CITY OF LONG BRANCH LAWFULLY CLOSED TO THE PUBLIC**

**WHEREAS**, the City of Long Branch, pursuant to its obligation to comply in all respects with the Open Public Records Act, seeks to establish a procedure for the Clerk of the City of Long Branch or his or her designee to provide responses to records requests, including members of the public seeking minutes of meetings from which the public is lawfully excluded under N.J.S.A. 10:4-12b.; and

**WHEREAS**, New Jersey law recognizes that a public body must keep confidential particular discussions at meetings and certain types of documentation to maintain the confidentiality of matters and to allow the public body to conduct certain types of business without matters being compromised; and

**WHEREAS**, New Jersey law also recognizes that during the pendency of certain types of matters, a public body is authorized to exclude the public from certain meetings of the governing body pursuant to the Open Public Meetings Act and withhold certain documentation under the Open Public Records Act, but at the same time recognizes that once the reason for maintaining confidentiality ceases to exist, the public may be entitled to disclosure:

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Long Branch that the City Clerk of the City of Long Branch or his or her designee be and is hereby authorized to provide, pursuant to a proper request under local and State law, a redacted copy of the minutes of meetings lawfully closed to the public pursuant to N.J.S.A. 10:4-12b.; and

**BE IT FURTHER ORDAINED** that the City Clerk of the City of Long Branch or his or her designee be and is hereby authorized and required to provide, pursuant to a proper request under local and State law, unredacted minutes of meetings that are lawfully closed to the public pursuant to N.J.S.A.

ANSELL ZARO  
GRIMM & AARON  
PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW  
1500 LAWRENCE AVENUE  
OCEAN, NJ 07712  
732 922 9260

10:4-12b. as of the date and only when the reason for maintaining confidentiality of the meeting and the minutes ceases to exist, and at that time and only at that time shall the City Clerk or his or her designee be authorized and required to provide said documents in an unredacted form; and

**BE IT FURTHER ORDAINED** that as to any and all requests that are made to the City of Long Branch pursuant to a proper open public records request, the City Clerk of the City of Long Branch or his or her designee be and is hereby authorized and required to produce a sworn statement setting forth in detail the following information:

1. The search undertaken to satisfy the request;
2. The documents found that are responsive to the request;
3. The determination of whether the document or any part thereof is confidential and the source of the confidential information;
4. A statement of the City's document retention/destruction policy and the last date on which documents that may have been responsive the request were destroyed.

**BE IT FURTHER ORDAINED**, that the sworn statement identified above shall have appended to it an index of all documents deemed by the City of Long Branch to be confidential in whole or in part, with a description of the documents deemed confidential; and

**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

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
1000 LAWRENCE AVENUE  
SUITE 700  
OCEAN, N.J. 07746  
732-922-1000

Ordinance No.

27-07

**ORDINANCE AMENDING AND SUPPLEMENTING SECTION 308 "TAXICABS", SUBSECTION 6 "ZONES AND RATES" AS WELL AS ORDINANCE NO. 15-90, OF THE REVISED GENERAL ORDINANCES OF THE CITY OF LONG BRANCH**

**WHEREAS**, Section 308-6 of the Revised General Ordinances of the City of Long Branch, as amended by Ordinance # 15-90, sets forth the rates to be charged by the owner and driver of taxi cabs within the City of Long Branch;

**WHEREAS**, Ordinance # 15-90, which establishes the specific rates to be charged by the owner or driver of taxi cabs within the City of Long Branch, was adopted in 1990 and there has been no increase in the rate for over 17 years;

**WHEREAS**, due to an increase cost of living since 1990, a drastic increase in the prices of gasoline during that time, in order to allow the owners and drivers of taxi cabs to properly maintain their vehicles to ensure the safety of the residents of Long Branch, and based on recommendations from the City's Police Department, the City of Long Branch wishes to amend Section 308-6 and Ordinance # 15-90;

**WHEREAS**, there is an existing \$.25 discount for any senior citizen traveling within each of the five established zones within the City of Long Branch which the Council wishes to increase to \$1.00 to provide a benefit to senior citizens within the City:

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Long Branch that Ordinance # 15-90, which establishes rates pursuant to Section 308-6 of the Revised General Ordinances of the City of Long Branch, be and is hereby amended to establish rates that shall be charged by the owner or driver of taxi cabs in the City of Long Branch, as follows:

- a. To or from any place in Zone 1, ~~\$2.25~~ \$4.00 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household, including all persons over the age of five years.
- b. To or from Zone 1 to Zone 2, or Zone 2 to Zone 1, ~~\$2.75~~ \$4.50 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household, including all persons over the age of five years.

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- c. To or from Zone 1 to Zone 3, or Zone 3 to Zone 1, ~~\$3.25~~ \$5.00 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household, including all persons over the age of five years.
- d. To or from Zone 1 to Zone 4, or Zone 4 to Zone 1, ~~\$3.75~~ \$5.50 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household, including all persons over the age of five years.
- e. To or from Zone 1 to Zone 5 or Zone 5 to Zone 1, ~~\$4.25~~ \$6.00 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household, including all persons over the age of five years.
- f. Except as otherwise specified herein, to or from any place in Zone 2, ~~\$2.25~~ \$4.00 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the household.
- g. Unless as otherwise specified herein, to or from any place in Zone 3, ~~\$2.25~~ \$4.00 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household.
- h. Except as otherwise specified herein, to or from any place in Zone 4, ~~\$2.25~~ \$4.00 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household.
- i. Except as otherwise specified herein, to or from any place in Zone 5, ~~\$2.25~~ \$4.00 for one passenger and ~~\$.50~~ \$1.00 for each additional passenger from the same household.
- j. Notwithstanding anything set forth herein above, the charge for any senior citizen within any Zone shall be ~~\$2.00~~ \$3.00.
- k. There shall be no charge for luggage, bags or other similar items commonly used for carrying or transporting other items and the owner or driver is required to have the trunk of the taxicab fully available for storage and/or the carrying of luggage, bags or other similar items commonly used for carrying or transporting other items. However, if said luggage or bags do not fit within the trunk of the taxicab and are required to be placed in the taxi cab itself, an additional charge of \$.50 shall be added to the total cost.

**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

ANSELL ZARO  
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1100 LAWRENCE AVENUE  
CN 2407  
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17321 922-1000

Ordinance No.

28-07

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 247 "PARKS", SECTION 247-2 "PROHIBITED ACTIVITIES" OF THE CODE OF THE CITY OF LONG BRANCH**

**WHEREAS**, Section 247-2T. prohibits the feeding by any persons within the City of Long Branch on publicly owned lands of migratory or wild water fowl; and

**WHEREAS**, the City of Long Branch wishes to amend and supplement Section 247-2T. to incorporate the provisions of the NJ DEP Model Wildlife Feeding Ordinance which prohibits the feeding of any wildlife within a particular municipality; and

**WHEREAS**, the City of Long Branch believes that it is in the best interest of the City and its residents that this provision of the City's Ordinances be amended to include a prohibition on the feeding of all wildlife rather than simply migratory or wild water fowl:

**NOW, THEREFORE BE IT ORDAINED** by the City of Long Branch that Chapter 247, Section 247-1 "Definitions" be and is hereby amended to add the following definition:

WILDLIFE - All animals that are neither human nor domesticated.

**NOW BE IT FURTHER ORDAINED** by the City of Long Branch that Section 247-2T. be and is hereby amended to read as follows:

T. No persons shall feed, cause to be fed or provide food for ~~migratory or wild water fowl~~ wildlife within the City of Long Branch on ~~lands either publicly or privately owned lands~~.

~~(1) As used in this subsection, the term "migratory water fowl" and/or "wild water fowl" shall be defined to include those non-domesticated species of birds, commonly known as "swans", "geese", "brant", "seagulls", "river and sea ducks" and any other water fowl which generally follows a seasonal migration~~

~~(2)~~ (1) Exception. This subsection shall not be construed as to prohibit humane acts towards ~~migratory or wild water fowl~~ wildlife in individual cases such as temporary nurturing of a wounded bird on one's own premises.

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

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LN 7807  
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(732) 922-1000

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

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

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

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TEL: 732-922-1000

R# 17207

RESOLUTION INCREASING CHANGE FUND  
MUNICIPAL COURT

WHEREAS, the City of Long Branch has established a change fund in the Municipal Court, in the amount of \$100.00; and,

WHEREAS, said fund appears to be insufficient in light of increased fees and increased volume in the court, and,

WHEREAS representatives from the Administrative Office of the Courts has recommended an increase to \$250.00 each for the two violations windows, and,

WHEREAS, the Municipal Court Administrator has requested that said fund be increased; and

WHEREAS, the Chief Financial Officer agrees that said request is reasonable.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, that the Change fund for the Municipal Court be increased from \$100.00 to \$500.00 and that the Director of Finance is hereby authorized to issue a check to Theresa woods-Coyne, Municipal Court Administrator, in the amount of \$400.00, for said purpose.

R# 173-07

**RESOLUTION AUTHORIZING MAYOR TO  
SIGN CHERRY STREET PARK SOIL EROSION  
AND SEDIMENT CONTROL APPLICATION**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize the Mayor to sign the application for Soil Erosion and Sediment Control Plan Certification for Improvements to Cherry Street Park located in the City of Long Branch, NJ.

MOVED:  
SECOND:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN?

Freehold Soil Conservation District  
 4000 Kozloski Road PO Box 5033  
 Freehold, NJ 07728-5033



For District Use Only

Application #
Disposition

### APPLICATION FOR SOIL EROSION AND SEDIMENT CONTROL PLAN CERTIFICATION

The enclosed soil erosion and sediment control plan and supporting information are submitted for certification pursuant to the Soil Erosion and Sediment Control Act, Chapter 251, P.L. 1975 as amended (NJSA 4:24-39 et. seq.). An application for certification of a soil erosion and sediment control plan shall include the items listed on the reverse side of this form.

Name of Project Improvements to Cherry Street Park		Project Location: Municipality City of Long Branch	
Project Street Address Between Cherry Street and Westwood Avenue		Block 492	Lot 24.01 & 24.03
Project Owner(s) Name City of Long Branch		Phone # 732-222-7000 Fax # 732-571-5143	
Project Owner(s) Address (PO Box) 344 Broadway		City Long Branch	State / Zip NJ 07740
Total Area of Project (Acres) 1.36 Acres	Total Area to be Disturbed (Acres) 0.4 Acres	# Dwelling / Units N/A	Fee \$ \$890.00
Plans Prepared by* Birdsall Engineering, Inc.		Phone # 732-380-1700 Fax # 732-380-1701	
Street Address 611 Industrial Way West		City Eatontown	State / Zip NJ 07724
*(Engineering related items of the Soil Erosion and Sediment Control Plan <b>MUST</b> be prepared by or under the direction of and be sealed by a Professional Engineer or Architect licensed in the State of New Jersey, in accordance with NJAC 13:27-6.1 et. Seq.)			
Agent Responsible During Construction			
Street Address			
City	State	Zip	Phone # Fax #

The applicant hereby certifies that all soil erosion and sediment control measures are designed in accordance with current **Standards for Soil Erosion and Sediment Control in New Jersey** and will be installed in accordance with those Standards and the plans as approved by the Soil Conservation District and agrees as follows:

- To notify the District in writing at least 48 hours in advance of any land disturbance activity. Failure to provide such notification may result in additional inspection fees.
- To notify the District upon completion of the Project (Note: No certificate of occupancy can be granted until a report of compliance is issued by the District).
- To maintain a copy of the certified plan on the project site during construction.
- To allow District agents to go upon project lands for inspection.
- That any conveyance of this project or portion thereof prior to its completion will transfer full responsibility for compliance with the certified plan to any subsequent owners.
- To comply with all terms and conditions of this application and certified plan including payment of all fees prescribed by the district fee schedule hereby incorporated by reference.

The applicant hereby acknowledges that structural measures contained in the Soil Erosion and Sediment Control Plan are reviewed for adequacy to reduce offsite soil erosion and sedimentation and not for adequacy of structural design. The applicant shall retain full responsibility for any damages which may result from any construction activity notwithstanding district certification of the subject soil erosion and sediment control plan. It is understood that approval of the plan submitted with this application shall be valid only for the duration of the initial project approval granted by the municipality. All municipal renewals of this project will require submission and approval by the district. In no case shall the approval extend beyond three and one half years at which time resubmission and certification will be required. Soil Erosion and Sediment Control Plan certification is limited to the controls specified in the plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency.

1. Applicant Certification*	
Signature Irene Joline, Clerk	Date
Applicant Name (Print)	
2. Receipt of fee, plan, supporting documents is hereby acknowledged:	
Signature of District Official	Date

\*If other than project owner, written authorization of owner must be attached.

3. Plan determined complete:	
Signature of District Official	Date
4. Plan certified, denied, or other actions noted. Special Remarks	
Signature of District Official	Date

SSCC251 AP10 4/99

**FREEHOLD SOIL CONSERVATION DISTRICT**

**RESIDENTIAL**

<u>Number of Buildings</u>	<u>Review and Certification</u>	<u>Inspection and Enforcement Fee per Building</u>
Single Lot	425	330
2-3	865	300
4-10	1125	190
11-25	1965	120
26-50	2925	90
51-100	4040	70
101 + Over	7300	40

**MULTI UNIT RESIDENTIAL**

<u>Number of Buildings</u>	<u>Review and Certification</u>	<u>Inspection and Enforcement Fee per Building</u>
One Unit	425	350
2-3	1070	315
4-10	1440	210
11-25	1900	150
26-50	3210	100
51-100	5600	60
101 + Over	6900	50

**COMMERCIAL**

Industrial, Commercial, Demolition, Parking Lots, Public Facilities, Clearing and Grading, Apartments, Utilities, Roadways\*

<u>Area</u>	<u>Review and Certification Fee</u>	<u>Inspection and Enforcement Fee</u>
5,000 sq. ft. - .5 acres	470	420
.51 - 1 acres	525	450
<u>Area</u>	<u>Review and Certification Fee</u>	<u>Inspection and Enforcement Fee per Acre</u>
1.01 - 10 acres	2100	265
11 - 25 acres	3750	100
26 - 50 acres	4100	85
50 acres +	5200	60

**MINING, QUARRYING, LANDFILL & STORAGE**

Initial Application Fee

<u>Area</u>	<u>Review and Certification Fee</u>	<u>Inspection and Enforcement Fee</u>	<u>Total</u>
5000 sq. ft. -25 ac.	335	450	785
26 - 50 acres	375	450	825
51-100 acres	675	750	1425
101 acres +	700	900	1600

**BIANNUAL RENEWAL FEE**

5000 sq. ft. -25 ac.	600
26 - 50 acres	750
51-100 acres	900
101 acres +	1,050

- Biannual renewal fee includes review, clerical, inspection and enforcement time.

\*Note: For projects greater than one (1) acre, partial acres are to be rounded to the nearest whole acre. For new golf course construction, halve the per acre inspection and enforcement fees.

## ADDITIONAL FEES:

1. Reinspection / Non-Compliance Fees: A fee of \$ 150.00 may be charged when a requested inspection for the issuance of a Report of Compliance is performed, and the site is not stabilized in accordance with the NJ Standards for Soil Erosion and Sediment Control. Projects that have not provided the District with written advance notice (72 hours) of their intent to start construction may be considered to be in non-compliance and charged a \$150.00 fee. Also, general non-compliance with the certified plan requiring additional inspection may result in the issuance of non-compliance fees. No Report of Compliance will be issued until all fees are paid in full.
2. Recertification: A fee of \$ 300.00 will be charged to review / certify minor revisions to previously certified Soil Erosion and Sediment Control plans. A major revision to the plan will require the submittal of one half of the original review and certification fee, not to exceed \$800.00
  - Minor Revisions: are defined as simple changes to the certified plans requiring minimal examination of the submittal. Minor revisions do not challenge the integrity of the previously certified erosion controls, but reflect a change in the appearance of the site work. (For example, minor revisions might include changes to parking lot spacing, slight modifications to the limit of disturbance, grading changes without disruption of drainage patterns).
  - Major Revisions: Are defined as modifications to certified plans which require that the District reevaluate the adequacy of erosion controls previously established for the site. Major revisions necessitate a comparison of the plan to the State Standards for Soil Erosion and Sediment Control in New Jersey and often the submittal of new drainage calculations. (Some examples of major revisions might include the addition or deletion of stormwater piping, significant changes to the limit of disturbance or the creation or removal of grassed waterways, detention basins, sediment basins, conduit outlet protection, etc.).
3. Resubmission of Denied Plans: A fee equal to the current review and certification fee will be charged for the submittal of Soil Erosion and Sediment Control Plans previously denied by the District.
4. Stop Construction Order Cost Reimbursement: In the event a Stop Construction Order is issued by the District in order to obtain compliance with the provisions of a sediment control plan and / or NJ Soil Erosion and Sediment Control Act Chapter 251, P.L. 1975, the applicant shall bear all District costs (including legal counsel) incurred as a result of the enforcement action. All such costs shall be documented and formally presented to the applicant.
5. Soil Erosion and Sediment Control Plan Withdrawal: Upon written request by the applicant, a portion of the certification and the entire inspection and enforcement fees may be refunded if the applicant withdraws the plan prior to certification. If the request is made after the certification has been completed, the unused portion of the inspection and enforcement fee will be returned by computing the hours expended times \$ 75.00 per hour. No review and certification fees are refundable following plan certification.
6. Fees for Extraordinary Expenses: These fees include excessive revisions, meetings, enforcement actions, or slow construction due to scheduling. In accordance with policy established by the State Soil Conservation Committee and the current District fee schedule, audits of projects may be conducted by the District periodically to determine if the original fee was adequate to cover the District's cost for review and inspection. If the original fee has been expended, the applicant will be assessed in the amount of \$ 75.00 per hour until the project is complete.
7. Returned Check Charges: A \$ 25.00 charge will be assessed for any check which fails to properly clear through the bank.
8. Expired Plan Resubmission: All applicants desiring to maintain their certification on an active site after three and one half years will be required to resubmit the Soil Erosion and Sediment Control plan for the project. The District will review the submittal and conduct an audit of the original application. Fees for the resubmitted plan will be calculated based on the per acre or other unit fees for the incomplete portion of the project minus any credit remaining from the first certification period. Incomplete shall mean number of units left without a Report of Compliance for residential projects and number of remaining unstabilized acres for commercial disturbances.

An application for certification of a soil erosion and sediment control plan shall include the following items.

- 1 One copy of the complete subdivision, site plan or construction permit application, including key map as submitted to the municipality (Architectural drawings and building plans and specifications not required) which includes the following:
  - a. Location of present and proposed drains and culverts with their discharge capacities and velocities and support computations and identification of conditions below outlets.
  - b. Delineation of any area subject to flooding from the 100-year storm in compliance with the Flood Plains Act (NJSA 58:16A) or applicable municipal zoning.
  - c. Delineating of streams, wetlands, pursuant to NJSA 13:9B and other significant natural features within the project area.
  - d. Soils and other natural resource information used (Delineation of the project site on soil map is desirable).
  - e. Land cover and use of area adjacent to the land disturbance.
  - f. All hydraulic and hydrologic data, describing existing and proposed watershed conditions and HEC1, HEC2, WSP2, and TR20 and other electronic input files, if used, of existing and proposed conditions and a completed copy of the Hydraulic and Hydrologic Data Basin Summary Form, SSCC 251 HDF1.
  
- 2 Four copies of the soil erosion and sediment control plan at the same scale\* as the site plan submitted to the municipality or other land use approval agency to include the following: (This information shall be detailed on the plan)
  - a. Proposed sequence of development including duration of each phase in the sequence.
  - b. Site grading plan showing delineation of land areas to be disturbed including proposed cut and fill areas together with existing and proposed profiles of these areas.
  - c. Contours at a two\* foot interval, showing present and proposed ground elevation.
  - d. Locations of all streams and existing and proposed drains and culverts.
  - e. Stability analysis of areas below all points of stormwater discharge which demonstrates a stable condition will exist or there will be no degradation of the existing condition.
  - f. Location and detail of all proposed erosion and sediment control structures including profiles, cross sections, appropriate notes, and supporting computations.
  - g. Location and detail of all proposed nonstructural methods of soil stabilization including types and rates of lime, fertilizer, seed, and mulch to be applied.
  - h. Control measures for non-growing season stabilization of exposed areas where the establishment of vegetation is planned as the final control measures.
  - i. For residential development - control measures to apply to dwelling construction on individual lots and notation that such control measures shall apply to subsequent owners if title is conveyed. This notation shall be shown on the final plan.
  - j. Plans with a notation for maintenance of permanent soil erosion and sediment control measures and facilities during and after construction, also indicating who shall have responsibility for such maintenance.
  
- 3 Appropriate fees. (As adopted by the individual district)
- 4 Additional items as may be required.

\*Individual districts may require modifications in the above list.

R# 174-07

**CITY OF LONG BRANCH**

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO EXECUTE AN ASSUMPTION AND CONSENT AGREEMENT CONCERNING PROMISSORY NOTE**

**WHEREAS**, the City of Long Branch has acquired Title to certain properties situated along Abbottsford Avenue and the City of Long Branch identified as Lots 1,2, 4, 5, 6, 7, 8 and 9 and Block 293 and Lots 1, 2, 3, 4, 5, 6, 7, 8 9, 10, 11, 12, 13, 14, and 15 and block 294 shown on the Tax map of the City of Long Branch collectively as the Abbottsford Avenue Properties.

**WHEREAS**, the City and the redeveloper entered into a certain purchase and sale agreement dated December 29, 2006 pursuant to which the City agreed to sell and the redeveloper agreed to purchase the Abbottsford Avenue properties and

**WHEREAS**, pursuant to such purchase and sale agreement done March 30, 2007 the redeveloper purchased from the city the Abbottsford Avenue Properties.

**WHEREAS**, in connection with the purchase and sale of the Abbottsford Avenue Properties, William R. Dixon, Jr., John F. Dixon and David L. Orr execute and deliver to the City a Promissory Note jointly and severally payable to the City in the original principle and sum of Three Million Fifteen Thousand Three Hundred Seventy and 15/100 Dollars. (\$3,015,370.15) and

**WHEREAS**, for business purposes and personal financial reasons, William R. Dixon, Jr., John F. Dixon, and David L. Orr have requested the City permit the Note to be an application of their respective companies, TIBURON AND ORR PARTNERS, Subject to the personal guarantees of William R. Dixon, John F. Dixon, and David L. Orr, jointly and severally and

**WHEREAS** the City has no objection to same as the reclassification of this debt is beneficial to the City in that it allows for financing to be easier to obtain for the premises and the City continues to have the same guarantors of payment of the Note as well as obtain additional guarantors of payment of the Note.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the Assignment Assumption and Consent Agreement concerning Abbottsford Avenue Promissory Note in the form annexed hereto and

made a part hereof which is consistent with the terms of this Resolution.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

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

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

R# 175-07

**RESOLUTION AUTHORIZING THE MAYOR  
OF THE CITY OF LONG BRANCH TO EXECUTE A  
SUBORDINATION OF NON-DISTURBANCE AND  
ATTORNNMENT AGREEMENT LEASE BETWEEN  
PIER VILLAGE DEVELOPMENT LLC AS LANDLORD  
AND LAKE RUN LLC SNDA AS THE TENANT**

**WHEREAS**, the Casino Reinvestment Redevelopment Authority holds a first mortgage on said property;

**WHEREAS**, the PNC Bank holds a second mortgage on said premises;

**WHEREAS**, the Department of Community Affairs and the City of Long Branch are in third position on the mortgages to be paid in *pari passu* and

**WHEREAS**, the meaning of paid *pari passu* is that the City of Long Branch and the Department of Community Affairs are paid equally from distributions; and

**WHEREAS**, the property owner, Pier Village Development, LLC has leased a portion of the property to Lake Run LLC, Tenant, and

**WHEREAS**, Lake Run LLC, Tenant is commonly known as McLoone's, and

**WHEREAS**, the Lease that has been entered is to be subject and subordinate to all of the mortgages; and

**WHEREAS**, all mortgagees are to consent to this arrangement; and

**WHEREAS**, the Tenant consents to allowing its Lease to be subject to the mortgages as set forth herein; and

**WHEREAS**, it appears that pursuant to a letter of April 30, 2007, a copy of which is annexed to this Resolution, the Tenant agrees that its Lease is subordinate to each of the mortgages and that pursuant to the Subordination and Non-Disturbance Agreement, the Tenant agrees that in the event of default, Lake Run, LLC and Pier Village Development agree that Lake Run, LLC would make all rent payments directly to the mortgagees in the event that Pier Village, LLC, the mortgagor, defaults on the mortgages; and

**WHEREAS**, the above provides additional collateral to the City of Long Branch,  
and

**WHEREAS**, the City of Long Branch will not be affected in any way from its priority position on the mortgage as it has existed since inception, November 2003;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch or his designee be and hereby is granted the authority to execute on behalf of the City of Long Branch, the Subordination of Non-Disturbance and Attornment Agreement in the form annexed hereto and made a part hereof.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN:

F:\USERS\Long Branch\Resolutions\2007\Auth.SNDA.Lake.Run.LLC.6.6.07.lv.doc

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Agreement**") dated as of this \_\_\_ day of May, 2007, by and among (i) **CASINO REINVESTMENT DEVELOPMENT AUTHORITY** (the "**Mortgagee 1**"), with an address at 1014 Atlantic Avenue, Atlantic City, NJ 08404, (ii) **PNC BANK, NATIONAL ASSOCIATION** ("**Mortgagee 2**") with an address of Two Tower Center, 18<sup>th</sup> Floor, East Brunswick, NJ 08816, (iii) **DEPARTMENT OF COMMUNITY AFFAIRS** ("**Mortgagee 3**") with an address of 101 South Broad Street, P.O.B. 806, Trenton, NJ 08625, and (iv) **CITY OF LONG BRANCH** ("**Mortgagee 4**") with an address of 344 Broadway, Long Branch, NJ 07748, and (v) **PIER VILLAGE DEVELOPMENT II, L.L.C.** (the "**Landlord**"), with an address at c/o The Applied Companies, 5 Marine View Plaza, Suite 500, Hoboken, New Jersey 07030, and (vi) **LAKE RUN, LLC** (the "**Tenant**"), with an address at \_\_\_\_\_.

**WITNESSETH THAT:**

**WHEREAS**, the Landlord is the fee owner of that certain real property located in the City of Long Branch, Monmouth County, New Jersey, and more particularly described in Exhibit "A" attached hereto (the "**Property**"); and

**WHEREAS**, the Property is subject to four (4) mortgages:

- (i) one in 1<sup>st</sup> position in favor of Mortgagee 1 dated November 20, 2003;
- (ii) one in 2<sup>nd</sup> position in favor of Mortgagee 2 dated November 20, 2003; and
- (iii) three in 3<sup>rd</sup> position *pari passu*, one each in favor of Mortgagee 3 and Mortgagee 4 each dated November 20, 2003,

which, together with any amendments, modifications and supplements thereto, will collectively be referred to as the "**Mortgage**"; and

**WHEREAS**, under the terms of a certain Lease Agreement dated February 19, 2003, as amended (hereafter the "**Lease**"), the Landlord leased to the Tenant all or certain portions of the Property described in the Lease (the "**Demised Premises**") under the terms and conditions more particularly described therein; and

**WHEREAS**, the Mortgage provides that the Lease shall be subordinate to the Mortgage and the parties hereto desire to confirm such subordination and to establish rights of quiet and peaceful possession for the benefit of the Tenant under the Lease and to define the terms, covenants and conditions precedent for such rights.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties hereto agree as follows:

1. **Subordination of Lease.** The Lease and the entire right, title and interest of the Tenant thereunder are and shall be subject and subordinate in all respects to the lien, right, title and terms of the Mortgage and the other loan documents executed in connection therewith (hereinafter, collectively referred to as the "Loan Documents") and, in particular, the Mortgage and all advances made or to be made thereunder.

2. **Consent of Tenant.** The Tenant acknowledges notice of and consents to the Mortgage, the Assignment and the terms and conditions thereof. The Tenant agrees to continue making payments of rent and other amounts owed under the Lease to the Landlord, and to otherwise recognize the rights of the Landlord under the Lease, until notified otherwise in writing by the Mortgagee, as herein provided. The Landlord and Tenant agree that, if the Mortgagee delivers to the Tenant a notice stating that a default has occurred under the Loan Documents and requesting that all payments due under the Lease be thereafter paid directly to the Mortgagee, the Tenant shall thereafter make, and is hereby authorized and directed by the Landlord to make, all such payments directly to the Mortgagee, as provided in the Mortgage and the Assignment, without any duty of further inquiry on the part of the Tenant.

3. **Tenant's Duty to Notify Mortgagee of any Default Under the Lease.** The Tenant shall provide the Mortgagee with prompt notice of any asserted default against the Landlord under the Lease. In the event of any act or omission of the Landlord which would give the Tenant the right, immediately or after lapse of time, to cancel or terminate the Lease, or to claim a partial or total eviction or to exercise any other remedy, the Tenant shall not exercise such right or remedy (a) until it has given written notice of such act or omission to the Mortgagee; and (b) until a reasonable period for the Mortgagee's obtaining possession of the Property and remedying such act or omission shall have elapsed following the later of (i) the giving of such notice or (ii) the time when the Mortgagee shall have become entitled under the Mortgage and the Assignment to remedy the same; provided that the Mortgagee shall give the Tenant written notice of its intention to, and shall commence and continue with due diligence to, remedy such act or omission. Notwithstanding the foregoing, the Mortgagee shall have no obligation to remedy or to continue to remedy any such act or omission.

4. **Nondisturbance of Tenant.** Provided (i) the Lease shall at all times be in full force and effect, (ii) the term of the Lease has commenced, (iii) the Tenant is in actual Possession of the Demised Premises, and (iv) the Tenant shall not be in default thereunder or under this Agreement, then:

(a) The right of possession by the Tenant to the Demised Premises and any or all of the Tenant's rights under the Lease shall not be terminated by the Mortgagee (or by anyone claiming by, through or under the Mortgagee) in the exercise of any of the Mortgagee's rights under the Loan Documents;

(b) The Tenant shall not be named as a party defendant to any foreclosure of the lien of the Mortgage for the purpose of terminating the Lease, unless Mortgagee is required by any applicable law, order, regulation, rule of court or judicial decision to name the Tenant as a party defendant;

(c) If the Mortgagee or its successors or assigns comes into possession of the Property (through receivership, as a mortgagee in possession, or otherwise) or acquires the leasehold interest of the Landlord by foreclosure of the Mortgage, or by proceedings under the Loan Documents, deed in lieu or otherwise, the Lease shall not be terminated by any such foreclosure or proceedings; and the Lease shall continue in full force and effect upon the Tenant's attornment, as hereinafter provided, as a direct lease between the Tenant and the Mortgagee upon all the terms, covenants, conditions and agreements set forth in the Lease and this Agreement; and

(d) If the Property or the Landlord's leasehold interest therein is sold or otherwise disposed of pursuant to any right or power contained in the Loan Documents or as a result of proceedings thereon, the Lease shall not be terminated thereby, and the Foreclosure Purchaser of the Property or of the Landlord's leasehold interest therein or any person acquiring title thereto shall so acquire the Property or such interest, subject to the Lease; and the Lease shall continue in full force and effect upon the Tenant's attornment, as hereinafter provided, as a direct lease between the Tenant and any party acquiring title to the Landlord's leasehold interest therein, as aforesaid, upon all the terms, covenants, conditions and agreements set forth in the Lease.

**5. Attornment of Tenant to Mortgagee or Foreclosure Purchaser.** If the Mortgagee or any Foreclosure Purchaser shall succeed to the rights of the Landlord under the Lease, then the Tenant shall attorn to and recognize the Mortgagee or such Foreclosure Purchaser as the Tenant's landlord under the Lease and the Mortgagee or such Foreclosure Purchaser shall be conclusively deemed to have accepted such attornment. Such attornment shall be self-operative and effective without execution and delivery of any further instrument, immediately upon the Mortgagee's or any Foreclosure Purchaser's succession to the interest of the Landlord under the Lease. Upon such attornment the Lease shall continue in full force and effect as a direct lease between the Mortgagee or such Foreclosure Purchaser and the Tenant except that the Mortgagee or such Foreclosure Purchaser shall not be bound by any amendment or modification of the Lease made without the Mortgagee's written consent and except that the Mortgagee or such Foreclosure Purchaser shall not be liable to the Tenant:

(a) For any past act, default or omission on the part of the Landlord or for any accrued obligation of the Landlord under the Lease and the Tenant shall have no right to assert the same or any damages arising therefrom as an offset or defense against the Mortgagee or such Foreclosure Purchaser;

(b) For the commencement or completion of any construction or any contribution toward construction or installation of any improvements upon the Demised Premises, or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of the proceeds recovered under any insurance required to be carried under the Lease; or

(c) For any prepayment of rent, rental security or any other sums deposited with the Landlord under the Lease and not actually delivered to the Mortgagee or such

Foreclosure Purchaser.

The Mortgagee or such Foreclosure Purchaser shall be liable to the Tenant under the Lease only during the Mortgagee's or such Foreclosure Purchaser's period of ownership, and such liability shall not continue or survive as to the transferor after a transfer by the Mortgagee or such Foreclosure Purchaser of its interest in the Lease and the Demised Premises. Notwithstanding anything to the contrary contained herein, officers, directors, shareholders, agents, servants and employees of the Mortgagee shall have no personal liability to Tenant and the liability of the Mortgagee shall be limited to the Mortgagee's interest in the Property.

6. **Modification of Lease.** Without the Mortgagee's prior written consent, the Tenant shall not (a) amend or terminate the Lease, (b) prepay any rent or other sums due under the Lease for more than one month in advance of the due dates thereof, (c) voluntarily surrender the Demised Premises, or (d) assign the Lease or sublet the Demised Premises or any part thereof other than pursuant to the provisions of the Lease.

7. **Representations of Tenant.** The Tenant represents and warrants to the Mortgagee that (a) the Tenant occupies and is the leasehold owner of the Demised Premises pursuant to the terms of the Lease, (b) the Lease is in full force and effect, and the Tenant has no offsets or defenses to the payment of rent or other sums due thereunder, (c) no default exists under the Lease, and (d) all rent and other sums due under the Lease have been paid in full, but have not been paid for more than one month in advance of the due dates thereof.

8. **Application of Casualty Insurance Proceeds and Condemnation Awards.** The Tenant hereby agrees that, notwithstanding anything to the contrary contained in the Lease, the terms and provisions of the Mortgage with respect to the application of casualty insurance proceeds and condemnation awards shall control.

9. **Confirmation of Lease Status.** The Landlord and the Tenant hereby agree that, upon the Mortgagee's request, they shall from time to time execute and deliver to the Mortgagee, and without charge to the Mortgagee, an estoppel certificate setting forth whatever information the Mortgagee may reasonably require to confirm the current status of the Lease including, without limitation, a confirmation that the Lease is and remains in full force and effect.

10. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand-delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally recognized overnight courier service, to a party's address set forth above or to such other address as any party may give to the others in writing for such purpose.

11. **Changes in Writing.** No modification, amendment or waiver of any provision of this Agreement nor consent to any departure therefrom will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Landlord or Tenant in any case will entitle the Landlord or Tenant to any other or further notice or demand in the

same, similar or other circumstance.

12. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

13. **Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

14. **Definitions.** As used in this Agreement, the word "Tenant" shall mean the Tenant and/or the subsequent holder of an interest under the Lease, provided the interest of such holder is acquired in accordance with the terms and provisions of the Lease, the word "Mortgagee" shall mean the Mortgagee or any subsequent holder or holders of the Mortgage and the Assignment, and the word "Foreclosure Purchaser" shall mean any party other than the Mortgagee acquiring title to the Property by purchase at a foreclosure sale, by deed or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Landlord, the Tenant and the Mortgagee, their heirs, legal representatives, successors and assigns.

15. **Governing Law and Jurisdiction.** This Agreement has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above is located. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE'S OFFICE INDICATED ABOVE IS LOCATED, EXCEPT THAT THE REAL PROPERTY LAWS OF THE STATE WHERE THE DEMISED PREMISES ARE LOCATED (IF DIFFERENT FROM THE STATE WHERE THE MORTGAGEE IS LOCATED) SHALL GOVERN TO THE EXTENT APPLICABLE.**

16. **WAIVER OF JURY TRIAL.** **THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

WITNESS the due execution hereof as a document under seal, as of the date first written above.

**MORTGAGEE 1:**

**CASINO REINVESTMENT DEVELOPMENT  
AUTHORITY**

**WITNESS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**MORTGAGEE 2:**

**PNC BANK, NATIONAL ASSOCIATION,**

**WITNESS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Abbe M. Szanger  
Vice President

**MORTGAGEE 3:**

**DEPARTMENT OF COMMUNITY AFFAIRS**

**WITNESS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**MORTGAGEE 4:**

**CITY OF LONG BRANCH**

**WITNESS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**[SIGNATURES CONTINUED ON NEXT PAGE]**

**LANDLORD:**

**PIER VILLAGE DEVELOPMENT I, L.L.C.**

**WITNESS:**

By: **Applied Pier Village, L.L.C.**, a New Jersey  
limited liability company, its non-member  
manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory Russo  
Manager

**TENANT:**

**LAKE RUN, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

(Include title only if an officer of entity signing to the right)

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF HUDSON )

On this, the \_\_\_\_\_ day of May, 2007, before me, the subscriber, personally appeared **Gregory Russo**, who I am satisfied is the person who executed the foregoing instrument as the Manager of **Applied Pier Village, L.L.C.**, a New Jersey limited liability company, the non-member manager of **PIER VILLAGE DEVELOPMENT I, L.L.C.**, a New Jersey limited liability company, the entity named in the foregoing instrument, and who acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

STATE OF STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of May, 2007, before me, the subscriber, personally appeared \_\_\_\_\_, who I am satisfied is the person who executed the foregoing instrument as the \_\_\_\_\_ of \_\_\_\_\_, a[n] \_\_\_\_\_, the entity named in the foregoing instrument, and who acknowledged that he/she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of May, 2007, before me, the subscriber, personally appeared **Abbe M. Szanger**, who I am satisfied is the person who executed the foregoing instrument as the Vice President of **PNC BANK, NATIONAL ASSOCIATION**, the bank named in the foregoing instrument, and who acknowledged that he/she, as such officer, being authorized to do so, executed the foregoing instrument as such bank's voluntary act and deed for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
  
\_\_\_\_\_  
(Print Name and Title)

STATE OF STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of May, 2007, before me, the subscriber, personally appeared \_\_\_\_\_, who I am satisfied is the person who executed the foregoing instrument as the \_\_\_\_\_ of \_\_\_\_\_ a[n] \_\_\_\_\_, the entity named in the foregoing instrument, and who acknowledged that he/she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
  
\_\_\_\_\_  
(Print Name and Title)

STATE OF STATE OF NEW JERSEY )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On this, the \_\_\_\_\_ day of May, 2007, before me, the subscriber, personally appeared \_\_\_\_\_, who I am satisfied is the person who executed the foregoing instrument as the \_\_\_\_\_ of \_\_\_\_\_, the entity named in the foregoing instrument, and who acknowledged that he/she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

STATE OF STATE OF NEW JERSEY )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On this, the \_\_\_\_\_ day of May, 2007, before me, the subscriber, personally appeared \_\_\_\_\_, who I am satisfied is the person who executed the foregoing instrument as the \_\_\_\_\_ of \_\_\_\_\_, the entity named in the foregoing instrument, and who acknowledged that he/she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

---

Among

**PIER VILLAGE DEVELOPMENT II, L.L.C.,**  
Landlord

and

**LAKE RUN, LLC,**  
Tenant

and

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY,  
PNC BANK, NATIONAL ASSOCIATION,  
DEPARTMENT OF COMMUNITY AFFAIRS,  
CITY OF LONG BRANCH, AND  
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY,**  
collectively, Mortgagees

---

Return to:

**CHERI R.C. ROEBUCK, ESQ.**  
5 Marine View Plaza  
Suite 500  
Hoboken, New Jersey 07030

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEED OF EASEMENT IN ACCORDANCE WITH THE CITY'S OBLIGATION TO DO SO AS PROVIDED IN THE AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND D.R. MON GROUP, INC., REGARDING CONSTRUCTION OF A HOME ON BLOCK 231, LOT 19, 60 FOURTH AVENUE**

**WHEREAS**, the City of Long Branch now owns real property located at 60 Fourth Avenue, Block 231, Lot 19; and

**WHEREAS**, the City of Long Branch acquired real property located at 185 Monmouth Street via eminent domain, from Dolores Smith, as part of the Gregory School/Aquatic Center project; and

**WHEREAS**, as part of the City's responsibilities and requirements under the eminent domain law, the City is continuing in its obligation to provide Ms. Smith with an opportunity to purchase a newly constructed home on a City owned lot; and

**WHEREAS**, the City has heretofore entered into an agreement with D.R. Mon Group, Inc., a local builder of good reputation who has done construction throughout the City, to build a home on 60 Fourth Avenue, Block 231, Lot 19 giving a right of first refusal to Ms. Smith, which Agreement was signed by the Mayor of the City of Long Branch on October 12, 2006 (the "Agreement"); and

**WHEREAS**, the building which is located substantially on the adjacent Lot 18 encroaches upon the subject Lot 19, upon which the Builder, D.R. Mon Group, Inc., is to construct the home as indicated above; and

**WHEREAS**, pursuant with paragraph 43 of said Agreement the City of Long Branch is obligated to give a Deed of Easement to the owner of the adjacent Lot 18, which shall run in perpetuity with the land; and

**WHEREAS**, the Council of the City of Long Branch has determined that the giving of such an easement, in accordance with the City's Agreement with D.R. Mon Group, Inc. for the construction of the home, giving Ms. Smith the right of first refusal to purchase same, is in the best interest of the health, benefit and welfare of the parties and the citizens of the City of Long Branch.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch or his designee be and hereby is

granted the authority and to sign a Deed of Easement from the City of Long Branch in the form as attached hereto as "Exhibit A", to the present owner in title of Lot 18 in Block 231.

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor of the City of Long Branch and/or his designee be and hereby is authorized to sign a to sign the Deed of Easement from the City of Long Branch in the form as attached hereto as "Exhibit A", to the present owner in title of Lot 18 in Block 231, in furtherance of the Agreement which was signed by the Mayor of the City of Long Branch on October 12, 2006

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

F:\USERS\Long Branch\Resolutions\2006\Auth.Deed of Easement 5-15-07.doc

## **EXHIBIT A**

**DEED OF EASEMENT AS TO  
LOT 19, BLOCK 231  
CITY OF LONG BRANCH**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between THE CITY OF LONG BRANCH, a municipal corporation of the State of New Jersey, with an office address of 344 Broadway, Long Branch, New Jersey, 07740, their successors and/or assigns, hereinafter referred to as "Grantor"

AND GERALDO OLIVEIRA and MARIA OLIVEIRA, with a mailing address of 62-64 Fourth Avenue, Long Branch, New Jersey 07740, hereinafter referred to as "Grantee".

W I T N E S S E T H:

The Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, for itself, its successors and assigns, hereby give, grant, convey and dedicate unto the Grantee, as owner of adjacent Lot 18 in Block 231, its successors and assigns, a perpetual easement in that portion of Lot 19 in Block 231, owned by Grantor, (the "Easement") as graphically depicted in Exhibit "A" attached hereto and made a part hereof, and described in Exhibit "B" attached hereto and made a part hereof, for the purpose of maintaining those portions of two structures as they now exist on Lot 18 to the extent that a portion of each of the aforesaid structures encroach onto Lot 19; to wit a two-story frame building and a one-story masonry building, and to allow those portions of said structures, as they encroach onto Lot 19, to continue to exist on, under or across the Easement.

Grantor shall not erect at any time any building(s), structure(s), sign(s), vegetation or other obstruction, man made or otherwise, on the Easement. In addition, Grantor shall not remove or alter or permit the removal or alteration of any of the structures and/or appurtenances referenced above within the Easement without the written consent of the Grantee.

Grantor hereby expressly permits entry by the Grantee upon said easement for any purpose herein without furnishing notice of said entry to Grantor.

The easement specifically conveys the right of the Grantee, its successors and assigns, to enter in and upon the premises

described herein at any and all reasonable times for the purpose of maintaining the Easement herein.

The Easement conveyed herein shall continue until such time as the existing structures which are located on Lot 18 and which partially encroach onto Lot 19, are destroyed or demolished in total or are removed from within the Easement so as that no portion of those structures continue to encroach onto Lot 19, at which time the Easement conveyed herein shall be void and of no further effect.

The Grantor further covenants with the Grantee as follows:

1. That the said Grantor has good and marketable title to the premises graphically in Exhibit "A" attached hereto and made part hereof and has the right to convey said Easement.

2. That the Grantee shall quietly enjoy the said Easement without disturbance and interference.

3. That the said Easement is free and clear from encumbrances.

4. That the Grantor does hereby expressly permit entry by Grantee for any reasonable purpose hereof upon said Easement, at reasonable times, without furnishing notice of said entry to Grantor.

TO HAVE AND TO HOLD the above granted Easement unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed and sealed and acknowledged the day and year first above written.

CITY OF LONG BRANCH

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

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







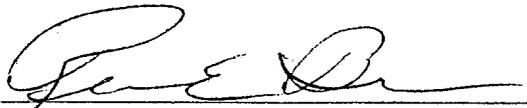
LEGAL DESCRIPTION  
BUILDING ENCROACHMENT EASEMENT  
BLOCK 231, LOT 19  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY

Beginning at a point in the westerly sideline of Fourth Avenue, said point being distant 390.70 feet measured northerly from the intersection of the aforesaid sideline of Fourth Avenue with the northerly sideline of Chelsea Avenue, thence running:

- 1) N 89°-30' W, a distance of 149.03 feet to a point, thence running;
- 2) S 00° - 31' - 45" W, a distance of 3.0 feet to a point, thence running;
- 3) S 89° - 30' E, a distance of 149.03 feet to a point in the westerly sideline of Fourth Avenue, thence running;
- 4) Northerly, along the aforesaid sideline of Fourth Avenue, N 00° - 30' E, a distance of 3.0 feet to the point and place of beginning.

Containing 447 square feet (0.0103 acres).

This description is based upon the metes and bounds taken from a plan entitled "Grading Plan, Block 231, Lot 19, prepared by Charles C. Widdis, P.E. & L.S., dated December 5, 2006 and is subject to change as a more accurate survey may disclose.

  
Richard E. Brown, P.E., P.P., C.M.E.  
Long Branch City Engineer

4/19/07  
Date

J:\Jobs\206544000007\fourth avenue - mon\legal description.doc

- |   |   |  |  |
|---|---|--|--|
| <input checked="" type="checkbox"/> 611 Industrial Way West<br>Eatontown, NJ 07724-2213<br>P 732.380.1700<br>F 732 380 1701 | <input type="checkbox"/> 529 Route 9<br>Barnegat, NJ 08005-2120<br>P 609.698.1144<br>F 609 698 6814 | <input type="checkbox"/> 95A Connecticut Drive<br>Burlington, NJ 08016<br>P 609.239.4378<br>F 609 239 4567 | <input type="checkbox"/> 560 Hudson Street<br>Hackensack, NJ 07601<br>P 201.562.1500<br>F 201 562 1501 |
|---|---|--|--|

R# 8177-07

**RESOLUTION BETWEEN THE CITY OF LONG BRANCH AND  
THE LONG BRANCH SEWERAGE AUTHORITY**

**WHEREAS**, the Long Branch Sewerage Authority desires to provide an Employee Assistance Program for their employees; and

**WHEREAS**, the Authority wishes to assist their employees with their emotional, family, substance abuse / addiction, job related stress, money management, and other related problems that impact employees personal lives which ultimately effect job performance; and

**WHEREAS**, the Authority feels that it is in the best interest of the Authority and its employees to enter into an Interlocal Agency Agreement between the Long Branch Sewerage Authority and the City of Long Branch Department of Recreation and Human Services to administer the Employee Assistance Program; and

**WHEREAS**, the Authority has agreed by virtue of the Interlocal Agency Agreement attached hereto and made a part of this Resolution, that it wishes to participate in this program for an amount of \$35.00 per employee per year with the cost not to exceed \$750.00 per year; and

**WHEREAS**, the Long Branch Sewerage Authority agrees to hold all information provided as confidential and will not real any such information except as required by lawful demand by a court or law enforcement agency; and

**WHEREAS**, the Long Branch Sewerage Authority agrees to hold all information provided as confidential and will not reveal any such information except as required by lawful demand by a court of law enforcement agency; and

**WHEREAS**, the Agreement will be effective from June 2007 to June 2008.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch and the Long Branch Sewerage Authority that it shall enter into an agreement with the City of Long Branch Recreation Department and Human Services for employee Assistance Program and that the Authority Chairman and or Executive Director be authorized to execute any further documents or instruments necessary to effect this resolution.

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

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

# INTERLOCAL AGREEMENT

THIS AGREEMENT made the 26<sup>th</sup> day of June, 2006 by and between:

## THE CITY OF LONG BRANCH AND THE LONG BRANCH SEWERAGE AUTHORITY

### WITNESSETH:

**WHEREAS**, the City of Long Branch Sewerage Authority ("Authority") desires to provide an Employee Assistance Program ("Program") for their employees; and

**WHEREAS**, the Authority wishes to assist its employees with emotional, family, substance abuse/addiction, job related stress, money management, and their related problems that impact employees' personal lives, ultimately affecting job performance; and

**WHEREAS**, the Authority and the City of Long Branch Department of Recreation and Human Services ("City") desire to enter into this Agreement to administer the program, which is in the best interest of the Authority, its employees and the City.

**NOW THEREFORE BE IT AGREED** that the Authority shall participate in the Program for an amount of \$35.00 per employee per year with the costs not to exceed \$750.00 dollars per year per employee.

**BE IT FURTHER AGREED** that the Authority will treat any and all information procured or obtained through the Program as confidential and will not reveal any such information to anyone except as is required by a lawful demand by a Court of law or by other of any legal authority.

**BE IT FURTHER AGREED** that this Agreement shall be effective from June 2007 through June 2008.

**WITNESS/ATTEST:**

**CITY OF LONG BRANCH**

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

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

**WITNESS/ATTEST:**

**LB SEWERAGE AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_

R# 178-07

**RESOLUTION APPROVING VARIOUS  
LIQUOR LICENSES FOR THE  
2007/2008 LICENSING TERM**

**WHEREAS**, the Director of Public Safety, the Director of Health, the Director of Building & Development, the Fire Marshall and the Chief Code Enforcement Officer have recommended the approval of the following 2007/2008 liquor licenses:

BAC Liquors, Inc.	1325-33-056-008
Pearl of Lisbon	1325-32-008-007
McLoones Pier House	1325-33-023-008

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewals for the 2007/2008 licensing term:

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

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

R# 179-07

**RESOLUTION REFUND OF \$50.00 APPLICATION  
FEE TO FUDGIE WUDGIE OF SOMERSET**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize the finance department to refund \$50.00 for a special event permit issued to Fudgie Wudgie of Somerset for the Long Branch Jazz & Blues Festival. Said refund should go to:

Fudgie Wudgie of Somerset  
6 Mine Avenue  
Bernardsville, NJ 07924

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

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

Health Department  
344 Broadway  
Long Branch, New Jersey  
07740  
Phone 732-571-5665 \* Fax 732-222-1516

June 19, 2007

To: Irene Joline  
City Clerk

Fm: David Roach  
Health Officer

N

Su: Refund

Please accept this request to provide a refund for the attached individual for a future event in the amount of \$50.

The individual will not be participating in the Jazz Festival later this year and requests a reimbursement.

Thank you.

City of Long Branch  
Department of Health  
344 Broadway  
Long Branch, NJ 07740

Date: 05/30/2007

**CITY OF LONG BRANCH HEALTH DEPARTMENT RECEIPT  
MERCANTILE LICENSE**

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Mercantile License No: ML-01150      Date Issued: 05/30/2007  
Expiration Date: 12/31/2007

Issued To: Fudgie Wudgie Of Somerset  
6 Mine Ave  
Bernardsville, NJ 07924

Payment Received From: Andrea Morra

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Transaction Type	Quantity	Price	Amount	Payment Method	
SPECIAL EVENTS	1	50.00	50.00	CHECK	LH
		<b>Total</b>	<b>50.00</b>		

R# 180-07

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 June 26, 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 June 26, 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.

779 Broadway Assoc.	Rent for Municipal Court & Drug Office - July 2007	10,000.00	
A T & T	Utilities - Telephone - 5/28-5/31/2007 - Various Locations	1,760.37	*
A.C. Moore	Supplies for Various Events - June 2007 - Senior Affairs	305.15	
A.E.C. Distributing	Consumables for DPW	304.28	
ACE Outdoor Power	Misc. Parts - FP #40 - DPW	1,101.93	*
Advance Law Enforcement Training Assoc.	Registration - Seizure Seminar - 5/30/2007 - Muolo & Shea - Police Dept.	270.00	
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 5/10 & 5/25/2007 - DPW	17,940.68	
AMANUJ Education Fund c/o Dorothy Kreitz	Registration - Annual Conference - 6/7/2007 - R. Froton - Tax Assessor's Office	125.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Redevelopment/Litigation/Tax Appeals - May 2007	19,153.51	*
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Labor Matters - March / April 2007	17,080.43	Pymt #3-4
Armor Holdings Forensics	Evidence Equipment for Police Fleet	150.40	
Atlantic Plumbing Supply	Misc. Plumbing Materials - Various Locations - DPW	924.76	
3ay Batteries	Batteries for Radios - DPW	231.24	
3ayway Lumber Center	Nails for Boardwalk - DPW	317.50	
3ette White Fernandez	Tap Dance Instruction - 5/25/2007 - Senior Affairs	26.00	
3etter Housekeeping Shop	Air Conditioner for Dispatch Area - Police Dept.	798.00	
Beverly Baxter	Ceramic Instruction - 5/1-5/31/2007 - Senior Affairs	1,493.75	
Birdsall Engineering	2006 General Engineering - Sept. / December 2006	17,581.00	*
Boro Printing	Printing for Bike/Skateboard Safety - Police Dept.	885.00	
Bruces Auto Supply	Misc. Automotive Parts - November / March 2007 - DPW	6,273.78	
Builders' General Supply	Various Materials for Boardwalk/Beachfront - DPW	411.90	
Carl F. Jennings	Cell Phone Allowance - April / June 2007 - Recreation Dept.	120.00	
Cherry Valley Tractor Sales	Misc. Parts - Various Vehicles - DPW	452.72	
City of Long Branch Clearing Account	Reimburse Clearing Account	24,602.81	*
City of Long Branch Clearing Account	Reimburse Clearing Account	19,103.51	*
City of Long Branch Clearing Account	Reimburse Clearing Account	242,898.44	*
City of Long Branch Clearing Account	Reimburse Clearing Account	183,034.15	*
City of Long Branch Clearing Account	Reimburse Clearing Account	804,912.08	*
City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	33,456.96	*

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	*	771,455.12
Coast Hardware	Supplies for Beach & Summer Concert Series - Recreation Dept. / Administration		242.33
Continuing Academics for Accountants	Accounting Courses - Finance Director	*	518.00
Country Clean Paper Supplies	(4) Boxes of Coffee - Administration		120.71
D.A.R.E. America Merchandise	Promotional Items for Oceanfest & D.A.R.E. Graduation - Police Dept.		489.41
Davis Equipment Sales	Misc. Parts for Beach Rake #7A - DPW		676.19
Davtech	DWI Test Ampoules for Breathalyser - Police Dept.		256.00
Dawn Maghan	Yoga Instruction - 5/31/2007 - Senior Affairs		50.00
Diamond M Lumber	Lumber to Repair Boardwalk - DPW		10,350.00
Diamond Triumph Auto Glass	Install Windshields - Police Vehicle #112 & #116 & FP #25-42 - DPW		665.46
Difrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Conflict Attorney for Tax Appeals - March / April 2007		589.94 Pymt #3
Doug Alt	Entertainment for Spring Extravaganza - 6/1/2007 - Senior Affairs		550.00
Edmunds & Assoc.	2007 Software Maintenance - Comptroller's Office / Tax Collector's Office		13,024.00
Edward Mazzacco	Reimbursement of Mileage Expenses - Various Seminars - Tax Collector's Office		80.75
Edwards Tire	Tires for Beach Rake #10A & Public Works Vehicle #16 - DPW		613.56
Elite Forms	Business Cards - M. Berrich - Planning / Zoning		47.35
Eric Reisher	Technical Support Services - May 2007 - Cable Commission		400.00
Evans, Osborne & Kreizman	Legal Services Rendered - Conflict Judge - 6/15/2007		500.00 Pymt #2
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW		1,189.72
Flowers Bay Vanbrunt	(18) Memorial Day Baskets/Wreaths - Various Depts.		810.00
Foley Inc.	Misc. Automotive Parts - Sanitation #70 & Public Works Vehicle #277 - DPW		5,532.93
Ford Motor Credit	Lease / Purchase Vehicles - July 2007		8,148.46
Foremost Promotions	Promotional Items for Bike Safety Week - Police Dept.		1,278.20
Frank Passantino	Reimbursement of Expenses for Gas Incurred During Motorcycle Training - Police Dept.		31.00
G.F.O.A. of New Jersey	2007 Membership Dues - Mike Martin & Ronald Mehlhorn - Finance Dept.		180.00
Gale's Industrial Supply	Bolts for Surf Rake - DPW		35.29
Gannett Satellite Information	Legal Advertising - January / March 2007 - City Clerk		5,017.18
Global Govt. / Education Solutions	Various Computer Equipment - Police Dept.		360.00
Granger	Misc. Equipment - DPW / Police Dept.		274.49
Graybar	Electrical Materials for Pier Village - Administration		86.15
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Student Housing Issues - May 2007		4,515.00 Pymt #5
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - May 2007		1,403.25 Pymt #4
Harley Davidson of Long Branch	Motor Vehicle Title - DPW	*	20.00
Home Depot Credit Services	Various Building Materials for Brighton Ave. - DPW		133.65
Hydrair Inc.	Misc. Automotive Parts for LBR #7 & DPW Stock		182.15
Intl Assn. For Property & Evidence	2007 Annual Membership Dues - P.O. Cattelona - Police Dept.		50.00
Jacob L. Jones	Cell Phone Allowance - April / June 2007 - Community Dev.		120.00
Jamm Printing	Inspection Forms - Fire Prevention		150.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Jersey Cape Diagnostic Training/Opp. Center	Daily Beach Badges for Beachfront - Recreation Dept.	13,051.50
Jersey Central Power & Light	Utilities - Electric - 3/29-6/4/2007 - Various Locations	* 24,260.52
Jersey Elevator	Elevator Maintenance - May 2007 - City Hall Building	136.26
Jersey Rebuilding Service	Rebuild Starter on Fork Lift in Municipal Garage	265.01
Johnny On The Spot	(4) Port-A-John's - Baseball & Soccer Games - Recreation Dept.	468.68
La Guardia & Assoc.	Musical Performance - 6/17/2007	* 4,026.33
Local Equipment	(6) Gutter Brooms - DPW	773.04
Manigan Assoc.	Various Badges & Nameplates - Inventory & Promotions - Police Dept.	569.70
See Battery Service	Battery for PWR (Roller) #1 - DPW	83.12
Resco	Chemicals for Great Lawn - DPW	480.54
Long Branch Poultry Farm	Food for Volunteer Event - Senior Affairs	30.00
Long Branch Public Library	2007 Contribution	* 125,000.00
Low's Credit Services	Various Building Materials for Fire Headquarters	95.92
Magloclen	Renewal User Fee - Det. S. Beaver - 7/1/07-6/30/08 - Police Dept.	350.00
Mark R. Atkins	Legal Services Rendered - Redevelopment Conflict Attorney - May 2007	462.00 Pymt #4
Matthew Bender & Co.	NJ Admin Code Title 17 - City Clerk's Office	62.61
McKenna, Dupont, Higgins & Stone	Legal Services Rendered - Conflict Redevelopment Attorney - March / May 2007	390.50 Pymt #2
Miami Systems Corp.	Uniform Traffic Summons - Municipal Court	675.00
Michael Rafferty	Professional Services Rendered - Projects for L.B. Cable Commission - January 2007	500.00 Pymt #3
Mid-Atlantic Truck Center	Exhaust System - Public Works Vehicle #128 - DPW	485.97
Middlesex Cnty. Fire Academy	Registration - Fire Official Class - 5/29-6/28/2007 - Fire Prevention	225.00
Monmouth County Regional Health Comm #1	Contract of the Health Educator/Epidemiologist - Health Dept.	7,043.50
Monmouth County Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 5/1-5/15/2007 - DPW	45,675.05
Moore Medical Corp.	First Aid Supplies - Recreation Dept.	431.55
Motor Vehicle Services	Motor Vehicle Title for Police Motorcycle	* 20.00
Motor Vehicle Services	Motor Vehicle Title - DPW	* 20.00
Motor Vehicle Services	Motor Vehicle Title - DPW	* 20.00
MPA & Assoc.	Annual Maintenance - Vital Statistics & Licensing Software - Health Dept.	1,764.00
Naylor's Auto Parts	Misc. Automotive Parts - Public Works Vehicle #217 - DPW	284.99
New Jersey American Water	Utilities - Water - 4/26-5/24/2007 - Various Locations	* 14,070.96
New Jersey Conference of Mayors	2007 Annual Membership Dues - Mayor's Office	695.00
New Jersey Mayors Assoc.	2007 Annual Membership Dues - Mayor's Office	100.00
New Jersey Natural Gas	Utilities - Gas - 5/2-5/31/2007 - Various Locations	* 112.71
New Shrewsbury Racquet Club	L.B. Recreation Youth Tennis Program - 11/5/06-5/20/07 - Recreation Dept.	1,752.00
NJ State League of Municipalities	Registration - Seminar - Binder & Marlin - 6/1/07 & 2007 Membership Dues - Mayor's Office	2,136.00
NJSCPA Ed Foundation	Registration - NJ Law & Ethics Seminar - 5/23/2007 - Finance Director	* 79.00
NJSCPA Education Foundation	Registration - Accounting Seminar - 6/7/2007 - Ronald Mehlhorn - Finance Dept.	105.00
Northwind Mechanical Systems	Start Up Service at City Hall Building - DPW	1,550.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Oceanside Service	Service Call on A/C - Traffic Dept.	327.20
Office Depot	Various Office Supplies - Various Depts.	1,242.80
One Beat CPR	First Aid Supplies - Police Dept.	280.00
Party Line	Tables/Chairs for Election - 6/5/2007 - City Clerk	224.38
PC Mall Gov.	Computer Equipment - Building Dept. / L.B. Cable Commission	460.94
Peco	Service Contract for (2) Genicom Printers - Comptroller	770.00
Perry's Trophy	Nameplates - Spencer / Shea & Muolo & Presentation Awards - Police Dept. / Mayor's Office	870.00
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 5/15/2007 - DPW	22,458.74
Photo Center of Brick	(22) Rolls of Film - Fire Prevention	117.78
Practitioners Publishing	Annual Supplements for Quick Books - Finance Director	220.00
Prevention First	Registration - Prevention Awards - 6/6/2007 - C. Jennings - Recreation Dept.	40.00
Professional Government Educators	Registration - Bankruptcy Seminar - 6/6/2007 - Mazzacco & Tomas - Tax Collector's Office	180.00
Rahway Electric Supply	Electrical Materials for Beachfront & Police Dept.	1,096.87
Ram Hydraulics	Misc. Parts - Sanitation #20 - DPW	2,690.90
Raymond Chapparo Jr.	Reimbursement of Expenses for Gas Incurred During Motorcycle Training - Police Dept.	42.81
Renee Froton	Reimbursement of Mileage Expenses - AMANJ Conference - 6/7/2007 - Tax Assessor's Office	46.20
Rittenhouse-Kerr Ford	Misc. Automotive Parts - Various Vehicles - DPW	990.31
Russomano Enterprises	Rent for DPW - July 2007	500.00
Rutgers University	Registration - (4) Courses - S. Sirianni/C. Mellaci/K. Kaufmann & M. Bernich - Various Depts.	1,085.00
Saker Shoprites	Food for Various Events - 5/25, 6/1 & 6/14/2007 - Senior Affairs	405.66
Sal's Original	Food for Spring Extravaganza - 6/1/2007 - Senior Affairs	799.80
Sanitation Equipment Corp.	Misc. Parts - Various Vehicles - DPW	2,234.85
Scientific Devices	Ink Cartridges - Finance Dept.	567.86
Seaboard Welding Supply	Refill Oxygen for Municipal Garage - DPW	233.05
Seely Equipment & Supply	Misc. Parts for Beach Tractor #7 - DPW	119.98
Signs By Tomorrow	Banner for Clean Up Project - UEZ	384.00
Siperstein's	Paint for Various Parks & Inventory - DPW / Traffic Dept.	1,333.25
Smith Motor Co.	Misc. Parts for Recycling #210 & #230 - DPW	435.12
Sosmetal Products	Misc. Hardware for Inventory - Traffic Dept.	654.44
Staples	Ink Cartridges - Finance Director	182.88
Stern Mobile Field Offices	Storage Container for ATV - DPW	1,500.00
Stumpy's	Service ATV - DPW	335.41
Sunrise Suites Hotel	Temporary Housing - DeLores Smith - 5/18-5/31/2007 - School Project - Community Dev.	595.00
Tanner North Jersey	(2) Task Lights - Planning Dept.	186.58
Tasc Fire Apparatus	Fire Hoses - Fire Dept.	15,282.45
TCTA Membership Services	2007 Annual Membership Dues - M. Martin - Comptroller	75.00
The Peddler	Misc. Parts for Beach Patrol Bicycles - Police Dept. / Recreation Dept.	403.98
Thompson Design Group	Urban Design & Planning Services - General Matters - April 2007	12,180.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Pymt #5

Thomson West	2007 NJ Stat Pocket Parts - Purchasing Dept.	32.00	
Tim McLoone / McLoone Management	Musical Performance - 6/21/2007	2,200.00	*
Tom Hueston	Gas for Transport of GSA Vehicle - Police Dept.	20.00	
Top Hat Uniform Rental	2007 Uniform Allowance - DPW	27,278.98	
Treasurer, State of NJ - 1983/GT	Principle & Interest - Green Trust - Oceanfront Promenade	11,659.35	*
Treasurer, State of NJ - 1989/GT	Principle & Interest - Green Trust - Jackson Woods	20,803.52	*
Treasurer, State of NJ - Certification Unit	License Renewal - Carla Tomas - Tax Collector	50.00	
Treasurer, State of NJ - Certification Unit	License Renewal - Ed Mazzacco - Tax Collector	50.00	*
Treasurer, State of NJ - Dept. Comm. Affairs	Annual NJ UCC Subscription - Kevin Hayes - Fire Prevention	35.00	
United Parcel Service	Ground Transportation - DPW	27.75	
United States Postal Service c/o CMRS-PB	Postage for Meter - Tax Collector's Office	30,000.00	
Up-Tite Fasteners	Various Materials for Boardwalk - DPW	1,717.19	*
Verizon	Utilities - Telephone - 6/1/2007 - Various Locations	1,419.54	*
Verizon Wireless	Cell Phone & Laptop Service - May 2007 - Various Depts.	3,384.81	*
Vic Gerard Golf Cars	Utility Vehicle for Beaches - Recreation Dept.	2,800.00	
Warnock Dodge	Radio Equipment for Vehicles - Police Dept.	1,311.92	*
Warshauer Electric Supply	Electrical Materials to Hook Up Trailer for Summer Events - Building Dept.	31.35	
Zarc International	(12) Pepper Spray - Police Dept.	263.78	

**TOTAL CURRENT** 2,658,751.53

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - May 2007	781.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - May 2007	290.10	*
Bergamini Printing	Printing Official Statement - Refunding Bonds	2,394.66	*
City of Long Branch Clearing Account	Reimburse Clearing Account	1,071.10	*
City of Long Branch Clearing Account	Reimburse Clearing Account	30,957.91	*
City of Long Branch Clearing Account	Reimburse Clearing Account	14,394.66	*
City of Long Branch Clearing Account	Reimburse Clearing Account	595.00	*
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Creek Park - 4/16-5/13/2007	8,165.25	
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Environmental Oversight - 4/16-5/13/2007	1,435.00	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus/Abbottsford Ave. - May 2007	2,363.00	
Hutchins, Farrell, Meyer & Allison	Financial Advisor Relative to Refunding Bond Sale	15,000.00	
Moody's Investor Service	Bond Rating - Refunding Bonds	9,500.00	*
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 5/18-5/31/2007 - School Project - Community Dev.	595.00	*
The Bank of New York	Escrow Agent Fee - Refunding Bonds	2,500.00	*

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**TOTAL CAPITAL**

90,042.68

Prices Auto Supply	Misc. Automotive Parts - November 2006 & March 2007	185.41	*
City of Long Branch Clearing Account	Reimburse Clearing Account	114.56	*
City of Long Branch Clearing Account	Reimburse Clearing Account	3,141.56	*
City of Long Branch Clearing Account	Reimburse Clearing Account	36.60	*
City of Long Branch Clearing Account	Reimburse Clearing Account	5,793.11	*
City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	412.66	*
City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	5,380.45	*
Diamond Triumph Auto Glass	Install Windshield - LBH #06 - Animal Control	206.00	
Long Branch Animal Hospital	Veterinary Services - May 2007	644.00	Pymt #5
NJ Dept. of Health & Senior Services	Dog License Report - May 2007	36.60	*
Verizon Wireless	Cell Phone Service - May 2007 - Animal Control	114.56	*

**TOTAL DOG**

15,950.95

Prices Auto Supply	Misc. Automotive Parts - December 2006 & March 2007	393.28	*
City of Long Branch Clearing Account	Reimburse Clearing Account	2,529.79	*
City of Long Branch Clearing Account	Reimburse Clearing Account	8,144.28	*
City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	580.61	*
City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	7,563.67	*
Long Branch Chamber of Commerce	Rent for Community Dev. - July 2007	1,500.00	

**TOTAL HUD** 20,711.63

American Tax Funding	Tax Sale Premium	3,000.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts Center - May 2007	2,100.39	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - May 2007	405.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village I - May 2007	22.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - May 2007	4,508.35	*

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront South - May 2007	*	11.00
Anthony Muscillo	Outside Police Overtime		347.96
Birdsall Engineering	Engineering Services Rendered - Feb. / April 2007 - Planning / Zoning Board		2,505.08
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,000.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,046.74
City of Long Branch Clearing Account	Reimburse Clearing Account	*	101,204.89
City of Long Branch Clearing Account	Reimburse Clearing Account	*	150,973.68
City of Long Branch Clearing Account	Reimburse Clearing Account	*	473.67
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,805.30
City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	*	183.78
City of Long Branch Payroll Agency	Payroll Dated 6/15/2007	*	7,621.52
Danielle Golba & Assoc.	Professional Services Rendered - 5/14/2007 - Zoning Board		80.00
Dea Guardia & Assoc.	Musical Performance - 6/17/2007	*	473.67
Mark R. Aikins	Legal Services Rendered - Beachfront South - May 2007		121.00
Martin J. Arbus	Legal Services Rendered - March / May 2007 - Planning Board		3,100.00
Michael A. Irene Jr.	Legal Services Rendered - January 2007 & June 2007 - Zoning Board		512.50
Phillips Preiss Shapiro Assoc.	Professional Services Rendered - June 2007 - Zoning Board		1,037.50
Schoor Depalma	Professional Services Rendered - September 2006 / April 2007 - Planning Board		5,046.25
Super Circuits	Camera Equipment for Interrogations - Police Dept.		433.68
Thompson Design Group	Urban Design & Planning Services - Broadway Arts Center - April 2007		8,568.28
Thompson Design Group	Urban Design & Planning Services - Pier Village II - April 2007		4,417.97
Walter Zwitz	RCA Housing Rehab Program - 128 Elmwood Ave. & 365 Macarthur Ave. - Community Dev.		500.00

**TOTAL TRUST OTHER**

**315,500.21**