

RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON JULY 11, 2018:

R146-18 RESOLUTION AUTHORIZING THE TAX ASSESSOR TO FILE APPEALS AND EXECUTE STIPULATION OF SETTLEMENT ON BEHALF OF THE CITY OF LONG BRANCH

R147-18 RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF TEGA FOUR CORPORATION AND ROCK ENTERPRISES 1 LLC

R148-18 RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY WC BEER HALL LLC STATE LICENSE #1325-33-040-011

R149-18 RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY PAXBAR INC STATE LICENSE #1325-33-015-007

R150-18 RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP LIQUOR 3 LLC STATE LICENSE #1325-33-031-007

R151-18 RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY CUSPER HOLDINGS LLC STATE LICENSE #1325-33-046-009

R152-18 RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP LIQUOR 2 LLC STATE LICENSE #1325-33-020-007

R153-18 RESOLUTION AMENDING R99-18 RELATIVE TO APPROVING PERSON TO PERSON TRANSFER OF STATE LICENSE #1325-33-012 FROM PIER VILLAGE III LIQUOR LICENSE 3, LLC TO PIER VILLAGE STINGRAY LLC

R154-18 RESOLUTION ADVICE AND CONSENT TO THE APPOINTMENT OF LOUIS RAINONE, ESQ. AS DIRECTOR OF THE LEGAL DEPARTMENT FOR THE CITY OF LONG BRANCH

R155-18 RESOLUTION APPROVING THE SALE OF BLOCK 228 LOT 41 IN THE CITY OF LONG BRANCH TO DKD INVESTMENTS, 91 BROAD STREET, EATONTOWN, NEW JERSEY IN THE AMOUNT OF \$200,000 PURSUANT TO

AN AGREEMENT OF SALE ANNEXED, AND AUTHORIZING THE MAYOR
OF THE CITY OF LONG BRANCH TO EXECUTE

R156-18 RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY LBP LIQUOR 1 LLC STATE LICENSE #1325-33-056-011 FOR THE
2018/2019 LICENSE TERM

R157-18 RESOLUTION APPROVAL PAYMENT OF BILLS

**RESOLUTION AUTHORIZING THE TAX ASSESSOR TO FILE APPEALS
AND EXECUTE STIPULATION OF SETTLEMENT ON BEHALF OF THE
CITY OF LONG BRANCH**

WHEREAS, statutory provision is made for review and correction of errors prior to certification of an assessment list; and

WHEREAS, provision is also allowed for the discovery and correction of errors after establishment of the tax rate; and

WHEREAS, changes in property ownership at times necessitates adjustments in the veterans and/or senior citizen deduction allowed on the assessment list; and

WHEREAS, responsibility for maintenance and correction of assessments and the preparation and maintenance of the assessment list rests with the local Assessor subject to laws and regulations.

NOW THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Long Branch that John Butow, Assessor, fulfilling the duties and requirements of his office, be authorized to file with the Monmouth County Board of Taxation and/or the N.J. Tax Court such appeals as may be necessary to maintain accuracy and equality in the assessment list of the City of Long Branch; and

BE IT FURTHER RESOLVED that the Assessor, and per the Assessor's request, the City Attorney's office, is hereby authorized to execute Stipulations of Settlement on behalf of the municipality; and

BE IT FURTHER RESOLVED that the Assessor is hereby authorized to file complaints on behalf of the City based upon farmland roll-back procedures where necessary and/or applicable; and

BE IT FURTHER RESOLVED that the Assessor is hereby authorized to file cross petitions of appeals and counterclaims, in his discretion before the Monmouth County Board of Taxation and/or the N.J. Tax Court, respectively, where, in his discretion, such action is appropriate and in the best interests of the City; and

BE IT FURTHER RESOLVED that the settlements and cross petitions of appeals / counterclaims authorized prior to the adoption by this resolution are hereby ratified and approved; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided by the City Clerk to the Assessor and the City Attorney.

MOVED: *Celli*

SECONDED: *Vieira*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-11-18
IN WITNESS WHEREOF, I HAVE HEREBUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF July 2018

Kathy L. Schmid, Municipal Clerk, City of Long Branch

R# 147-18

**RESOLUTION APPROVING PERSON TO PERSON
TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE
OF TEGA FOUR CORPORATION & ROCK ENTERPRISES 1 LLC
STATE LICENSE #1325-33-009-004**

WHEREAS, B.E.V. LLC has applied for a person to person transfer of Plenary Retail Consumption License No. 1325-33-009-004, and the application for transfer appears to be complete in all respects; and

WHEREAS, the state requires a person to person transfer be completed; and

WHEREAS, proof of publication of notice has been submitted and there was one written objection received by the City Clerk which has been satisfied; and

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

WHEREAS, the applicant has disclosed and the City, through its representatives, have reviewed the application; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-009-004, in the name of TEGA Four Corporation be and the same is hereby transferred to B.E.V. LLC to be effective July 11, 2018.

MOVED: *Celli*
SECONDED: *Vieira*

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-14-18
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14th DAY OF July 2018

Kathy L. Schmidt

R# 148-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY WC BEER HALL LLC STATE LICENSE
#1325-33-040-011 FOR
THE 2018/2019 LICENSE TERM**

WHEREAS, WC Beer Hall, LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2018/2019 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by WC Beer Hall, LLC state license #1325-33-040-011 for the 2018/2019 license term.

MOVED: *Celli*
SECOND: *Vieira*

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7-11-18

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 10 DAY OF JULY 2018

[Signature]



RECEIVED

JUN 27 2018

CITY CLERK'S OFFICE

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

GURBIR S. GREWAL
Attorney General

DAVID P. RIBLE
Director

June 25, 2018

Jason C. Mandia, Esq.
685 Neptune Blvd., P.O. Box 846
Neptune, NJ 07754-0846

**RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 FOR
THE 2018-2019 LICENSE TERM(S); LIC. NO. 1325-33-040-011;
LIC. HOLDER: WC BEER HALL, LLC; AGENCY NO. 06-18-256; JOB NO. 239158;**

Dear Sir/Madam:

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

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

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

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

Very truly yours,

Lisa Ellison Barata
Deputy Attorney General

c: Joann Frascella, Exec. Asst., Licensing

Kathy L. Schmelz, Municipal Clerk
344 Broadway
Long Branch, NJ 07740-6994



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

LIC. NO. 1325-33-040-011

DOCKET NO. 06-18-267

JOB NO. 239158

IN THE MATTER OF THE APPLICATION TO)
PERMIT THE RENEWAL OF AN INACTIVE)
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39)
FOR THE 2018-2019 LICENSE TERM(S))
)
WC BEER HALL, LLC)
)
)

SPECIAL RULING

Jason C. Mandia, Esq., Attorney for Licensee

BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1325-33-040-011 for the 2018-2019 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

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

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2018-2019 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

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


DAVID P. RIBLE

DIRECTOR

DATED: June 20, 2018

DPR/LEB/tld

R# 149-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY PAXBAR INC STATE LICENSE
#1325-33-015-007 FOR
THE 2018/2019 LICENSE TERM**

WHEREAS, PAXBAR, Inc. filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2018/2019 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by PAXBAR, Inc. state license #1325-33-015-007 for the 2018/2019 license term.

MOVED *Celli*,
SECOND: *Viera*

AYES: *5*
NAYES: *0*
ABSENT: *0*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIRBY L. SOMER, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-17-18

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 17 DAY OF July, 2018

Kirby L. Somer
MUNICIPAL CLERK, R.M.C.



STATE OF NEW JERSEY

CHRIS CHRISTIE
Governor

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

CHRISTOPHER S. Porrino
Attorney General

KIM GUADAGNO
Lt. Governor

DAVID P. RIBLE
Director

December 8, 2017

Michael A. Irene, Jr., Esq.
422 Morris Ave., Suite 6
Long Branch, NJ 07740

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 FOR
THE 2017-2018 & 2018-2019 LICENSE TERM(S); LIC. NO. 1325-33-015-007;
LIC. HOLDER: PAXBAR, INC.; AGENCY NO. 06-17-767; JOB NO. 165405;

Dear Sir/Madam:

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

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

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

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

Very truly yours,

Lisa Ellison Barata
Deputy Attorney General

c: Joann Frascella, Exec. Asst., Licensing

Kathy L. Schmelz, Municipal Clerk
344 Broadway
Long Branch, NJ 07740-6994



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

LIC. NO. 1325-33-015-007

DOCKET NO. 06-17-767

JOB NO. 165405

IN THE MATTER OF THE APPLICATION TO)
PERMIT THE RENEWAL OF AN INACTIVE)
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39)
FOR THE 2017-2018 & 2018-2019 LICENSE)
TERM(S))
PAXBAR, INC.)

)

SPECIAL RULING

Michael A. Irene, Jr., Esq., Attorney for Licensee

BY THE DIRECTOR:

The petitioner has filed a verified petition requesting authorization for the municipal issuing authority to consider a renewal application for License No. 1325-33-015-007 for the 2017-2018 and 2018-2019 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

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

The special ruling authorizing renewal of the license for the 2016-2017 license term placed a special condition that no further renewals of this license shall be granted unless said license is actively used at an approved site on or before June 30, 2017. Petitioner seeks relief from this special condition and requests authorization for the issuing authority to consider renewal of the license for the 2017-2018 and 2018-2019 license terms.

Based on the foregoing representations, the special condition placed on the license for the 2016-2017 license term which directed that no further renewals of the license would be granted unless the license was in active use at an approved location on or before June 30, 2017 is VACATED.

Therefore, should the municipal issuing authority renew the subject license for the 2017-2018 and 2018-2019 license term(s), it shall place upon the license a special condition stating that no further renewals of this license shall be granted unless the license is being actively used at an approved site on or before June 30, 2019, except if good cause for reconsideration is shown.

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2017-2018 and 2018-2019 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

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



DAVID P. RIBLE
DIRECTOR

DATED: December 7th, 2017

DPR/LEB/tld

R# 150-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY LBP LIQUOR 3 LLC STATE LICENSE
#1325-33-031-007 FOR
THE 2018/2019 LICENSE TERM**

WHEREAS, LBP Liquor 3, LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2018/2019 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by LBP Liquor 3, LLC state license #1325-33-031-007 for the 2018/2019 license term.

MOVED: *Celli*
SECOND: *Viceira*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, EMILY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-10-18

IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 10 DAY OF July 2018
Emily L. Schmid
MUNICIPAL CLERK, R.M.



RECEIVED

MAY 21 2018

CITY CLERK'S OFFICE

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

GURBIR S. GREWAL
Attorney General

DAVID P. RIBLE
Director

May 15, 2018

Jonathan Stein
350 Main Rd., Ste. 201
Montville, NJ 07045

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 FOR
THE 2018-2019 & 2019-2020 LICENSE TERM(S); LIC. NO. 1325-33-031-007;
LIC. HOLDER: LBP LIQUOR 3, LLC; AGENCY NO. 05-18-93; JOB NO. 226935;

Dear Sir/Madam:

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

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

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

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

Very truly yours,

Lisa Ellison Barata
Deputy Attorney General

c: Joann Frascella, Exec. Asst., Licensing

Kathy L. Schmelz, Municipal Clerk
344 Broadway
Long Branch, NJ 07740-6994



R# 151-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY CUSPER HOLDINGS LLC STATE LICENSE
#1325-33-046-009 FOR
THE 2018/2019 LICENSE TERM**

WHEREAS, Cusper Holdings, LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2018/2019 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by Cusper Holdings, LLC state license #1325-33-046-009 for the 2018/2019 license term.

MOVED: *Cell.*
SECOND: *Vieira*

AYES: *5*
NAYES: *0*
ABSENT: *8*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHILLI, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7-11-18
IN WITNESS WHEREOF, I HAVE HEREBUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 10 DAY OF JULY 2018

Attala J. Schilli, Clerk



RECEIVED

JUN 27 2018

CITY CLERK'S OFFICE

GURBIR S. GREWAL
Attorney General

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

DAVID P. RIBLE
Director

June 25, 2018

Michael A. Irene, Jr., Esq.
422 Morris Ave., Ste. 6
Long Branch, NJ 07740

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 FOR
THE 2018-2019 & 2019-2020 LICENSE TERM(S); LIC. NO. 1325-33-046-009;
LIC. HOLDER: CUSPER HOLDINGS, LLC; AGENCY NO. 06-18-268; JOB NO. 239169;

Dear Sir/Madam:

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

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

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

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

Very truly yours,

Lisa Ellison Barata
Deputy Attorney General

c: Joann Frascella, Exec. Asst., Licensing

Kathy L. Schmelz, Municipal Clerk
344 Broadway
Long Branch, NJ 07740-6994



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

LIC. NO. 1325-33-046-009

DOCKET NO. 06-18-268

JOB NO. 239169

IN THE MATTER OF THE APPLICATION TO)
PERMIT THE RENEWAL OF AN INACTIVE)
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39)
FOR THE 2018-2019 & 2019-2020 LICENSE)
TERM(S))
CUSPER HOLDINGS, LLC)
)

SPECIAL RULING

Michael A. Irene, Jr., Esq., Attorney for Licensee

BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1325-33-046-009 for the 2018-2019 and 2019-2020 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

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

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2018-2019 and 2019-2020 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

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


DAVID P. RIBLE
DIRECTOR

DATED: June 20, 2018

DPR/LEB/tld

R# 152-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY LBP LIQUOR 2 LLC STATE LICENSE
#1325-33-020-007 FOR
THE 2018/2019 LICENSE TERM**

WHEREAS, LBP Liquor 2, LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2018/2019 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by LBP Liquor 2, LLC state license #1325-33-020-007 for the 2018/2019 license term.

MOVED: *Celli*
SECOND: *Vicela*

AYES: *5*
NAYES: *0*
ABSENT: *0*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THIS FOAM, THAT TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7-17-18

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 18 DAY OF July 2018

Kathy L. Schmid



RECEIVED

MAY 17 2018

CITY CLERK'S OFFICE

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

GURBIR S. GREWAL
Attorney General

DAVID P. RIBLE
Director

May 14, 2018

Michelle Paranzine, Exec. Asst.
350 Main Rd., Ste. 201
Montville, NJ 07045

**RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 FOR
THE 2018-2019 & 2019-2020 LICENSE TERM(S); LIC. NO. 1325-33-020-007;
LIC. HOLDER: LBP LIQUOR 2, LLC; AGENCY NO. 05-18-92; JOB NO. 226933;**

Dear Sir/Madam:

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

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

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

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

Very truly yours,

Lisa Ellison Barata
Deputy Attorney General

c: Joann Frascella, Exec. Asst., Licensing

Kathy L. Schmelz, Municipal Clerk
344 Broadway
Long Branch, NJ 07740-6994



**RESOLUTION AMENDING R99-18 RELATIVE TO
APPROVING PERSON-TO-PERSON
TRANSFER OF STATE LICENSE #1325-33-012-008
FROM PIER VILLAGE III LIQUOR LICENSE 3, LLC TO PIER VILLAGE STINGRAY LLC**

WHEREAS, on June 12, 2018 the City Council of the City of Long Branch adopted R99-18 approving the person to person transfer of the above license holder; and

WHEREAS, this application was also for a Place to Place expansion to include an outside seating area which was inadvertently left off. The resolution should have read as follows:

WHEREAS, Pier Village Stingray LLC has applied for a person to person / place of place expansion of Plenary Retail Consumption License No. 1325-33-012-008 from Pier Village III Liquor License 3 and the application for transfer appears to be complete in all respects; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that they hereby approve the Person to Person / Place to Place expansion of Plenary Retail Consumption License No. 1325-33-012-008, in the name of Pier Village III Liquor License 3, be and the same is hereby transferred to Pier Village Stingray LLC t/a Fin Raw Bar and Kitchen for premises located at 20 Centennial Drive, Long Branch, NJ.

SO MOVED: *Celli*
SECOND: *Vieira*

AYES: *5*
NAYES: *0*
ABSENT: *0*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-11-18
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11 DAY OF JULY 2018
Kathy L. Schmid

R# 154-18

RESOLUTION ADVICE AND CONSENT
APPOINTMENT OF LOUIS RAINONE, ESQ. AS
DIRECTOR OF THE LEGAL DEPARTMENT FOR
THE CITY OF LONG BRANCH

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby give their advice and consent to the appointment by the Mayor of Louis Rainone, Esq. as Director of the Legal Department for the City of Long Branch effective July 1, 2018.

MOVED: *Celli*

SECOND: *Vieira*

AYES: 5

NAYES: 0

ABSENT: 0

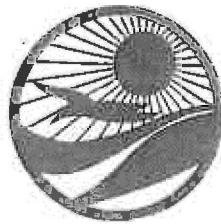
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7-11-18

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFLIED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 14 DAY OF JULY 2018

Kathy L. Schneider, Municipal Clerk, Long Branch



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

JOHN PALLONE

Mayor

July 2, 2018

Council President Rose Widdis

Members of City Council

344 Broadway

Long Branch, New Jersey 077410

I hereby appoint Louis Rainone as the Director of the Legal Department pursuant to N.J.S.A 40:69A-43(b).

I respectfully request advice and consent of the council members on this appointment.

Sincerely,

John Pallone

Mayor

JP/ekc



R# 155-18

**RESOLUTION APPROVING THE SALE OF BLOCK 228 LOT 41 IN THE CITY OF
LONG BRANCH TO DKD INVESTMENTS, 91 BROAD STREET, EATONTOWN,
NEW JERSEY IN THE AMOUNT OF \$200,000 PURSUANT TO AN AGREEMENT OF
SALE ANNEXED, AND AUTHORIZING THE MAYOR OF THE CITY OF
LONG BRANCH TO EXECUTE**

WHEREAS, the Council of the City of Long Branch passed resolution 97-18, a copy of which is annexed, dated June 13, 2018, authorizing the advertisement and setting for sale of property known as 225 Third Avenue; and

WHEREAS, sale was advertised in the Asbury Park Press on June 20, 2018 and June 27, 2018; and

WHEREAS, the sale was conducted on June 29, 2018 at 10:00 a.m.; and

WHEREAS, DKD Investments bid \$200,000 with conditions as follows:

- The lot remains open at all times with a deed reservation back to the City for use only as a parking lot;
- The successful bidder pave, strip, and illuminate the lot for parking;
- The successful bidder maintain said lot in perpetuity as a parking lot;
- The successful bidder insure the premises;
- The successful bidder reserve 10 parking spaces on the westerly side of the lot directly to the City of Long Branch which will control the hours of parking on those parking spaces by regulating the time individuals may park their vehicles on the lot for the convenience of customers in the Third Avenue adjoining businesses;

- The City's right of way that exists from Morris Avenue to Lot 41 be also paved and maintained and insured by the successful bidder to maintain access from Lot 41 to Morris Avenue;

The minimum bid authorized by the Council of the City of Long Branch, as evidenced by an agreement of sale annexed hereto and made a part hereof; and

WHEREAS, the purchaser placed a deposit of \$40,000, which is presently being held by Chief Financial Officer of the City of Long Branch; and

WHEREAS, it is in the best interests of the citizens of the City of Long Branch to authorize the Mayor to execute the agreement of sale annexed hereto, and authorize the special counsel for the City of Long Branch, Ansell Grimm & Aaron, P.C., to complete the sale to DKD Investments, 91 Broad Street, Eatontown, New Jersey 07724;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be in the same hereby is authorized to execute the contract of sale dated June 29, 2018;

BE IT FURTHER RESOLVED that the special counsel for the City of Long Branch, Ansell Grimm and Aaron, P.C. be authorized to close the transaction and submit all net funds to the Chief Financial Officer of the City of Long Branch..

MOVED: *Celli*

SECONDED: *Vicepa*

AND ADOPTED UPON THE FOLLOWING ROLL CALL

AYES: *5*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KAITH L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-11-18
IN WITNESS WHEREOF, I HAVE HERETOON SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 11 day of July, 2018
kaith l. schmid
MUNICIPAL CLERK, R.M.C.

NAYES:

ABSENT:

ABSTAIN:

RE 97-18

**RESOLUTION OF THE COUNCIL OF THE CITY OF LONG BRANCH REJECTING
ALL BIDS FOR THE SALE OF 225 THIRD AVENUE**

WHEREAS, the City of Long Branch passed Resolution 60-18 authorizing the sale of 225 Third Avenue with conditions and without; and

WHEREAS, an auction was held on the 18th day of May, 2018; and

WHEREAS, 231 3rd Avenue, LLC was the successful bidder as to the requirements of Resolution 60-18 requiring bids for the property with conditions and without conditions; and

WHEREAS, 231 3rd Avenue, LLC misunderstood the bid requirements as set forth by their attorney in correspondence dated May 31, 2018; and

WHEREAS, the City does not wish to enter any protracted litigation concerning the validity of the successful bidder's position; and

WHEREAS, the City of Long Branch believes that it is in its best interests to reject all bids and re-advertise the property for sale to other prospective bidders;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that all bids for 225 Third Avenue, which were obtained at an auction sale on the 18th day of May, 2018 are hereby rejected;

BE IT FURTHER RESOLVED that the Clerk of the City of Long Branch is hereby authorized to re-advertise the property as set forth on the terms and conditions as so defined in Resolution 60-18.

IT IS FURTHER RESOLVED that as a further condition of re-advertising, the successful bidder with conditions is to have 18 months in which to obtain all necessary approvals to begin the work required to create the conditions set forth herein and to complete same. The 18 months shall run from the date of closing of title.

IT IS FURTHER RESOLVED that the Chief Financial Officer is hereby authorized, as Escrow Agent, to return \$100,000 presently held by the Escrow Agent to 231 3rd Avenue, LLC at the address provided in the contract.

MOVED: *Sianne*
SECONDED: *Billings*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, EDITH L. SCHLEGEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
AN ADOPTION ADOPTED BY THE CITY COUNCIL, AT A
REGULAR MEETING HELD ON 10-10-78

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 11 day of June, 1978.

Edith L. Schlegel

AGREEMENT OF SALE

AGREEMENT OF SALE (this "Agreement"), dated as of May 2018 (the "Effective Date"), between the CITY OF LONG BRANCH ("Seller"), a municipal corporation of the State of New Jersey, having an address of 344 Broadway, Long Branch, New Jersey 07740, and DKD Investments ("Purchaser"), having an address at 91 Broad St. Eatontown NJ 07724

PRELIMINARY STATEMENT

WHEREAS, Seller is the owner of a parcel of land situated in the City of Long Branch, County of Monmouth, State of New Jersey, commonly known as Block 228, Lot 41, as shown on the Tax Map of the City of Long Branch and as described on Exhibit "A" annexed hereto and made a part hereof (the "Property"); and

WHEREAS, Seller desires to sell, assign and transfer the Property to Purchaser, and Purchaser desires to purchase, assume and take the Property from Seller, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 SALE OF PROPERTY; PRICE; PAYMENT TERMS

1.1 Sale of Property. Seller hereby agrees to sell, convey, transfer and assign to Purchaser, and Purchaser agrees to purchase from Seller, the Property upon the terms and conditions herein contained.

1.2 Price. The aggregate purchase price for the Property (the "Price") shall be AND 00/100 DOLLARS (\$200,000.00).

1.3 Payment Terms. The Price shall be payable as follows:

(a) upon execution of this Agreement, the sum of \$40,000.00 and 00/100 Dollars (the "Deposit") shall be paid by Purchaser to Ansell Grimm & Aaron, P.C. (the "Escrow Agent"); and

(b) upon closing of title, the balance of the Price, less the Deposit, plus or minus any net closing adjustments, shall be paid, by wire transfer of immediately available funds, certified or bank check, or trust account check of attorney.

1.4 Escrow Terms.

The Deposit and any other sums which the parties agree shall be held in escrow, together with all interest earned thereon, shall be held by Escrow Agent, in trust, and disposed of only in accordance with the following provisions. If for any reason the Closing does not occur, Escrow Agent shall deliver the Deposit to Seller or Purchaser only upon receipt of a written demand therefor from such party, subject to the following provisions of this Section 1.4. If Escrow Agent receives a written demand from

Purchaser for delivery of the Deposit prior to the expiration of the Inspection Period, then Escrow Agent shall be authorized to deliver such payment to Purchaser upon the written request of Purchaser only and Seller shall have no right to object to such disbursement. If for any reason the Closing does not occur and subsequent to the Inspection Period either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such period, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions signed by Seller and Purchaser or a final judgment of a court. The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any loss, cost or expense incurred by Seller or Purchaser resulting from Escrow Agent's mistake of law respecting Escrow Agent's scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of Escrow Agent.

ARTICLE 2 **TITLE TO PROPERTY**

2.1 Title to the Property shall be marketable and insurable by a title company licensed to do business in the State of New Jersey at regular rates, subject to the following Permitted Exceptions:

- (a) Zoning ordinances and all governmental laws, statutes and regulations affecting the Property, provided they do not substantially interfere with the current use of the Property;
- (b) Covenants, restrictions, easements, grants, consents and agreements of record, provided they are not violated and do not substantially interfere with the current use of the Property; or,
- (c) Such state of facts as may be revealed by an accurate survey of the Property.

2.2. Purchaser shall deliver to Seller a copy of Purchaser's title report and, if Purchaser elects to obtain a survey, a copy of Purchaser's survey, together with a list of title and survey objections (which may not include the Permitted Exceptions) within fifteen (15) days of the Effective Date (the title and survey review period). Not later than ten (10) days after Seller receives Purchaser's title and survey objections, Seller shall notify Purchaser which of the objections Seller shall cure prior to or at the Closing, including when and in what manner said items are to be cured. If Purchaser is dissatisfied with Seller's response or lack of response, Purchaser may either terminate this Agreement or proceed under this Agreement. Purchaser shall have the further right to order a run-down title examination prior to Closing, at Purchaser's cost and expense, and to submit to Seller any title objections which may have arisen

since the initial title examination. If Seller agrees to cure certain title objections as provided herein and/or if Purchaser has additional title objections as a result of its run-down title examination, and Seller fails to cure any such title objections, at closing, Purchaser may: (a) delay the closing to a date specified by Purchaser so that Seller or Purchaser removes or cures such non Permitted Exception at Seller's expense; or (b) close title to and pay the Purchase Price with a mutually agreed upon escrow being placed into escrow; or (c) terminate this Agreement on ten (10) days' notice. In the event Purchaser elects to terminate as aforesaid, Seller shall have the right to cure such title objections (and/or agree upon an escrow) and, in such case, Purchaser's termination notice shall be null and void and the parties shall proceed to closing. If the Agreement is terminated as provided for herein, upon the return of the Deposit to Purchaser, the parties shall have no further obligation to each other.

2.3 This contract is subject to the approval of this contract pursuant to the terms of advertisement of sale and resolution of council dated 7-11-18.

ARTICLE 3 MERGER OF ALL PRIOR UNDERSTANDINGS; PROPERTY TO BE ACCEPTED "AS IS."

3.1 Purchaser acknowledges that except as otherwise expressly set forth herein neither Seller nor any agent or representative or purported agent or representative of Seller has made, and Seller is not liable for or bound in any manner by, any express or implied, oral or written, past, present or future warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or any part thereof, the physical condition, size, zoning, income, expenses or operation thereof, the environmental condition thereof, the use which can be made of the same or any other matter or thing with respect thereto. Without limiting the foregoing, Purchaser acknowledges and agrees that, except as otherwise expressly set forth herein, Seller is not liable for or bound by and Purchaser has not relied upon any verbal or written statements, representations or any other information respecting the Property furnished by Seller, or any broker, employee, agent, consultant or other person representing or purportedly representing Seller.

3.2 Purchaser represents that if and to the extent that Purchaser consummates the Closing, such action shall constitute an acknowledgment by Purchaser that it has had the full, free and unrestricted opportunity to inspect, examine and investigate the Property in accordance with the terms and conditions of this Agreement. Except as may be specifically set forth in this Agreement, Purchaser is purchasing the Property "AS IS" as of the date of this Agreement. Purchaser acknowledges and affirms that Purchaser is experienced in purchasing real estate such as the Property. The acceptance of the Deed by Purchaser herein shall be deemed full performance and complete discharge of every agreement or obligation on the part of Seller except those, if any, which are expressly stated herein to survive the Closing.

ARTICLE 4 REPRESENTATIONS OF SELLER

4.1 Representations and Warranties. As an inducement to Purchaser to enter into this Agreement, Seller represents to Purchaser that:

- (a) the execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which Seller or the

Property is subject or violate any judgment, order, writ, injunction or decree of any court applicable to Seller or the Property;

(b) Seller has not entered into any agreement (written or oral) granting any rights of possession to any third party, and Seller has not executed any other agreement of sale, option agreement or right of first refusal with respect to the Property;

(c) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and upon consummation of the transaction contemplated hereby, Purchaser will not be required to withhold from the Price any withholding tax;

4.2 Survival. To the best of Seller's knowledge, no representation or warranty made by Seller in this Agreement, in any Exhibit annexed hereto, or in any letter or certificate furnished to Purchaser pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading. The truth, accuracy and completeness of each of the representations and warranties of Seller as of the date hereof, and as of the Closing Date, shall constitute a condition precedent to the obligations of Purchaser hereunder. The above representations and warranties shall not survive the Closing Date.

ARTICLE 5 **REPRESENTATIONS OF PURCHASER**

5.1 Representations. As an inducement to Seller to enter into this Agreement, Purchaser represents that:

(a) the execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which Purchaser is subject or violate any judgment, order, writ, injunction or decree of any court applicable to Purchaser;

(b) no consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental or public body, commission or authority is required in connection with the execution, delivery and performance by Purchaser of this Agreement; and

(c) Purchaser represents that it has sufficient liquid assets and financial capability to complete this transaction without the need for a mortgage loan or other financing.

5.2 Survival. The truth, accuracy and completeness of each of the representations and warranties of Purchaser as of the date hereof, and as of the Closing Date, shall be a condition precedent to the obligations of Seller hereof. Each of the above representations and warranties shall not survive the Closing Date.

ARTICLE 6
OTHER COVENANTS AND AGREEMENTS

6.1 **No Liens or Encumbrances.** Seller agrees that it will not create, suffer or permit to be created any new liens or encumbrances against the Property arising subsequent to the date of this Agreement.

6.2 **Legal Requirements.** Seller will, prior to the closing of title, promptly (a) comply with, and cure any violations of, all legal requirements relating to the Property; (b) comply with all instruments of record affecting the Property in accordance with the provisions thereof and within the time period permitted thereby; and (c) comply with all requirements of any insurance company insuring the Property.

ARTICLE 7
INTENTIONALLY OMITTED

ARTICLE 8
CLOSING DATE AND DELIVERY OF DOCUMENTS, ETC.

8.1 **Closing Date.** The closing of the transaction contemplated hereby shall be conducted, on or about the date which is thirty (30) days from the Effective Date (the "Closing Date") at the offices of Ansell Grimm & Aaron, P.C., 1500 Lawrence Avenue, Ocean, New Jersey 07712 or such other location as the parties may mutually agree. Upon closing of this transaction, Purchaser shall have the right to possession of the Property.

8.2 **Documents to be Delivered by Seller.** On the Closing Date, Seller shall deliver to Purchaser the following documents:

- (a) (i) duly executed Deed of Bargain and Sale with Covenant Against Grantor's Acts for the Property in proper statutory form for recordation; (ii) a duly executed Seller's Residency Certification (form GIT/REP-3); and (iii) a duly executed Affidavit of Consideration for Use by Seller (form RTF-1);
- (b) duly executed Affidavit of Title in form acceptable to the Title Insurer;
- (c) such other documents and instruments as Purchaser or its Title Insurer may reasonably request to perfect title to any of the Property in Purchaser; and
- (d) a duly executed closing statement.

8.3 **Documents to be Delivered by Purchaser.** On the Closing Date, Purchaser shall deliver to Seller the following documents:

- (a) a duly executed Affidavit of Consideration for Use by Buyer (form RTF-1EE); and
- (b) a duly executed Closing Statement.

ARTICLE 9
DEFAULT; REMEDIES

9.1 Default by Purchaser Prior to Closing Date. Seller may terminate this Agreement by notice to Purchaser at any time prior to the Closing Date in the event of (a) a default by Purchaser under this Agreement (which remains uncured for ten (10) calendar days after Seller's notice to Purchaser thereof, unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, in which case Purchaser shall have such longer period as shall be necessary to cure such default, so long as Purchaser proceeds promptly to cure such default within such ten (10) day period, prosecutes such cure to completion with due diligence within twenty (20) calendar days and advises Seller of the actions which Purchaser is taking and the progress being made) or (b) a material breach of any representation or warranty by Purchaser expressly set forth in this Agreement.

9.2 Default by Seller Prior to Closing Date. Purchaser may terminate this Agreement by notice to Seller at any time prior to the Closing Date in the event of (a) a default by Seller under this Agreement (which remains uncured for ten (10) calendar days after Purchaser's notice to Seller thereof), unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, in which case Seller shall have such longer period as shall be necessary to cure such default, so long as Seller proceeds promptly to cure such default within such ten (10) day period, prosecutes such cure to completion with due diligence within twenty (20) days and advises Purchaser of the actions which Seller is taking and the progress being made) or (b) subject to the provisions of Section 4.2, a material breach of any representation or warranty by Seller expressly set forth in this Agreement.

9.3 Remedies. In the event of an uncured default on the part of Seller hereunder, Purchaser shall be entitled to either (a) terminate this Agreement and receive the return of the Deposit or (b) file an action for specific performance. If Purchaser defaults with respect to any condition to this Agreement, Seller shall, as its sole and exclusive remedy hereunder, have the right to terminate this Agreement and receive the Deposit and such payment shall constitute and be liquidated and agreed damages, whereupon the parties hereto shall be relieved of any further liability or obligation to each other, it being expressly understood that the receipt by Seller of such monies shall be the sole and exclusive right and remedy of Seller and constitutes a fair and reasonable amount for the damage sustained by Seller by reason of Purchaser's breach of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.1 Brokerage Commission and Finder's Fee. The parties agree that they have not dealt with any real estate broker or any other party who would by reason of such dealings be able to claim a real estate brokerage fee or other compensation as the procuring cause of this transaction. Each of the parties agrees to indemnify the other and hold the other harmless of and from any and all loss, cost, damage, injury or expense arising out of, or in any way related to, assertions, by any other person, firm or entity of a claim to real estate brokerage fee based on alleged contacts between the claiming party and the indemnifying party which have resulted in allegedly providing a broker or finder with the right to claim such commission or finder's fee. The provisions of this Section 11.1 shall survive the closing of title.

10.2 Notices. All notices or other communications required or permitted to be given hereunder shall be given in writing and delivered personally or mailed, certified or registered mail, postage prepaid, or by a reputable overnight delivery service, addressed as follows:

To Purchaser:

copy to:

To Seller: **CITY OF LONG BRANCH
344 Broadway
Long Branch, New Jersey 07740**

copy to: **ANSELL GRIMM & AARON, P.C.
Attention: James G. Aaron, Esq.
1500 Lawrence Avenue
CN 7807
Ocean, New Jersey 07712**

To Escrow
Agent: **ANSELL GRIMM & AARON, P.C.
Attention: James G. Aaron, Esq.
1500 Lawrence Avenue
CN 7807
Ocean, New Jersey 07712**

The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by mail shall be deemed to have been received by the addressee on the third Business Day after posting in the United States mail, or, if transmitted by overnight delivery service, on the first Business Day after transmittal. Counsel for a party may give notice to the other party with the same effect as if given by a party.

11.3 Attorney's Fees. In the event any action or proceeding is commenced to obtain a declaration of rights hereunder, to enforce any provision hereof or to seek rescission of this Agreement for default contemplated herein, whether legal or equitable, the prevailing party in such action shall be entitled to recover its reasonable attorney's fees in addition to all other relief to which it may be entitled therein. All indemnities provided for herein shall include, but without limitation, the obligation to pay costs of defense in the form of court costs and attorneys' fees.

11.4 Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

11.5 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

11.6 Incorporation of Prior Agreements. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

11.7 Modification of Agreement. This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment or modification shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

11.8 Interpretation. Unless otherwise specified (a) whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; (b) the words "consent" or "approve" or words of similar import, mean the prior written consent or approval of Seller or Purchaser, (c) the words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation", and (d) the Exhibits to this Agreement are incorporated herein by reference.

11.9 Further Assurances. After the Closing Date Seller shall, at no additional cost or expense to Seller, execute, acknowledge and deliver, for no further consideration, all such assignments, transfers, consents and other documents as Purchaser may reasonably request to vest in Purchaser, and protect Purchaser's right, title and interest in, and enjoyment of, the Property.

11.10 Interpretation. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

11.11 Counterparts. This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

11.12 Business Days. "Business Days" shall mean all days except Saturday, Sunday or a legal holiday under the laws of the State of New Jersey.

11.13 Electronic Signatures. A facsimile, scanned or photocopy signature of this Agreement, any amendment hereto, any closing document to be signed by Seller or Purchaser (other than any such closing document which is to be recorded) or any notice delivered hereunder shall have the same legal effect as an original signature.

11.14 Waiver. Failure by Purchaser or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of Purchaser's rights to insist upon strict compliance with the provision hereof.

11.15. Effective Date. The Effective Date of this Agreement shall be deemed to be the date on which all parties have executed this Agreement and initialed any changes (if required), and each party or their counsel has received a fully executed copy of this Agreement, or if this Agreement was executed in counterparts, a counterpart of this Agreement fully executed and initialed by the other party, and this Agreement shall be dated accordingly.

11.16. Assignment. This Agreement may not be assigned by either party.

11.17 No Financing Contingency. There is no financing contingency in this Agreement. Purchaser will pay cash for the Property or may apply for a loan. However, if Purchaser applies for a loan, the failure to receive the loan prior to Closing will not extend the Closing and Purchaser will close the transaction on a cash basis.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:
CITY OF LONG BRANCH

By: _____

Name: _____

Title: _____

PURCHASER:

By: _____

Name: _____

Title: _____

DKD Investments - Donen Davis
Mngt/Dir.

Agreement of Escrow Agent

Escrow Agent hereby agrees to hold and disburse the Deposit in accordance with the terms of this Agreement.

ESCROW AGENT:

By: _____

Name: KEVIN J. HAYES, Sr
Title: BUSINESS ADMINISTRATOR

EXHIBIT A

LEGAL DESCRIPTION

R# 156-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY LBP LIQUOR 1 LLC STATE LICENSE
#1325-33-056-011 FOR
THE 2018/2019 LICENSE TERM**

WHEREAS, LBP Liquor 1, LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2018/2019 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by LBP Liquor 1, LLC state license #1325-33-056-011 for the 2018/2019 license term.

MOVED: *Celli*
SECOND: *Vicecha*

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7/11/18
IN WITNESS WHEREOF, I HAVE HERETOUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 11 DAY OF JULY 2018
[Signature]
MUNICIPAL CLERK, R.M.C.



RECEIVED

MAY 17 2018

CITY CLERK'S OFFICE

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
www.nj.gov/oag/abc

GURBIR S. GREWAL
Attorney General

DAVID P. RIBLE
Director

May 14, 2018

Jonathan Stein
350 Main Rd., Ste. 201
Montville, NJ 07045

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 FOR
THE 2018-2019 & 2019-2020 LICENSE TERM(S); LIC. NO. 1325-33-056-011;
LIC. HOLDER: LBP LIQUOR 1, LLC; AGENCY NO. 05-18-91; JOB NO. 226928;

Dear Sir/Madam:

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

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

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

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

Very truly yours,

Lisa Ellison Barata
Deputy Attorney General

c: Joann Frascella, Exec. Asst., Licensing

Kathy L. Schmelz, Municipal Clerk
344 Broadway
Long Branch, NJ 07740-6994



R 157-18

**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: *Celli*
SECONDED: *Vieira*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

**State of New Jersey
County of Monmouth
City of Long Branch**

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on July 11, 2018.

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 12th day of July, 2018

Kathy L. Schmelz
Kathy L. Schmelz, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of July 11, 2018. 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 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rent - Municipal Court - July 2018	*	10,059.81
A T & T	Utilities - Phone Services - May - June 2018	*	736.93
Allied Building Products Corp.	Trex for Cabanas - Public Works		1,404.00
American Hose & Hydraulics Co. Inc.	Hoses & Miscellaneous Parts - Public Works		2,987.53
Anthem Sports LLC	Gatorade Coolers - Recreation		300.15
Arbus, Maybruch & Goode, LLC	Legal Services Retainer - Planning Board - June 2018		500.00 Pmt. #6
Argus Industrial Co. LLC	Fuel Filter & Clutch for EZ Screen - Public Works		521.46
Atlantic Plumbing Supply	Plumbing Parts & Sump Pump - Pinsky Fountain		371.37
Atlantic Security & Fire Inc.	Quarterly Alarm Monitoring - Public Works - 3rd Quarter 2018		195.00
Axon Enterprise, Inc.	Ammunition & Target - Police		1,626.36
B&H Photo	Apple iMac - Administration		1,869.61
Beacon Graphic Systems	Street Signs - Public Works		16,275.00
Bella's Pizza	Pizza for Shoreline Cleanup Workers - Public Works - 6/12/18	*	49.76
Beyer Fleet	Miscellaneous Truck Part - Police		400.38
Builders' General Supply Co.	Materials for Signs & Lockers - Public Works & Recreation		2,687.66
Bullet Lock & Safe Co.	Keys - Public Works		8.50
Carla Tomas	Reimbursement: Notary Renewal - Tax Collector	*	45.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	473,781.93
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	114,428.83
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	268,209.98
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll 6/29/18	*	1,121,535.22
City of Long Branch Payroll Agency Account	Fica/Medicare: 6/29/18	*	51,181.59
City of Long Branch Payroll Agency Account	Payroll - 6/29/18	*	1,070,353.63
Comcast	Internet - Administration & Recreation - June 2018	*	137.92
Cooper Electric Supply Co.	Plumbing Supplies - Public Works		777.54
Cougar Electronics & Tool Repair	Brush Assembly for Saw & Repair to Air Hammer - Public Works		133.40
D M S & D Associates	Sorbitol - Public Works		690.60
D.W. Smith Associates	Professional Services - Manahassett Creek Park Improvements - March - June 2018		367.50 Pmt. #21
Data-Struction	Paper Shredding Service - April - June 2018	*	495.00
Dave Wolcott	Reimbursement: Part for Pinsky Fountain - Parks		129.32
David Weber Oil Co.	Antifreeze & Hydraulic Oil - Public Works		1,346.25
Detachable Container & Compactor Corp.	Complete LM400 Container Bumper Bar Assembly - Public Works		1,142.20
Ecolab Inc.	Enzymatic Special Detergent & Advacare Sanitizer - Fire		895.46
Edwards Tire Co. Inc.	Tires - Public Works		8,612.83
EMSL Analytical, Inc.	Soil Samples - Health		126.00
Enhanced Web Services	Signature Font - Comptroller's Office	*	29.95
FBI-LEEDA Inc.	Course: Executive Leadership Institute - Police		1,300.00
Fine Fare	Food: Lunch & Learn - Senior Affairs - 6/18/18		75.85
Fine Fare	Water - Office of Emergency Management	*	420.00
Fire & Safety Services Ltd	Pump, Chassis, Ladder Service & Lampheads - Fire		11,149.28
Foley Incorporated	Switch Assembly - Public Works		18.41

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Ford Motor Credit Co.				
Freehold Dodge, Inc.				
Freehold Ford Inc.				
Gabriel's Towing				
Gagliano Appraisal				
Game Time				
General Code Publishers				
Genuine Parts Company				
Glenco Supply Inc.				
Gloria Winnick				
Greenbaum, Rowe, Smith & Davis				
Greenbaum, Rowe, Smith & Davis				
Greenbaum, Rowe, Smith & Davis				
H Barber & Sons Inc.				
Home Depot Credit Services				
Jersey Central Power & Light				
Jersey Elevator Co, Inc.				
John Butow				
John Fernandez				
John Guire Company				
Joseph Fazzio - Wall, LLC				
Ken Walls				
Kevin E. Kennedy, Esq.				
Language Services Associates Interpretalk				
Lawson Products, Inc.				
Legacy Lighting LLC				
Lexis Nexis Risk Solutions				
Long Branch Housing Authority				
Long Branch Little League				
Long Branch Municipal Court				
Marc Swersky				
Matthew Whitley				
Mazza Recycling Services				
McDonald's Restaurant				
Meadowlands Transportation				
Mid-Atlantic LEEDS				
Miller's Luncheonette				
Monmouth County Board of Health				
Monmouth County Treasurer, Finance Department				
Monmouth Truck Equipment Acquisition LLC				
Moore Medical				
Morpho Trak, Inc.				
Mr. John				
NEC Corp. of America				
New Jersey American Water Co.				
New Jersey Natural Gas				
NJ Local Boards of Health Association				
NJAPP				
Operation Life				
Otilia Silva				
Paper Roll Products LLC				
Party Corner				
Patricia Parelio				

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Perry's Trophy Co	72.00
Petro King Service Co. Inc.	1,328.85
Provantage LLC	360.00
R&W Enterprise Inc.	240.80
Red the Uniform Tailor	2,158.10
Reliance Graphics	6,392.00
Republic Services of NJ, LLC	6,235.32 Pmt. #12
Robert J. Burger	3,000.00
Rocky Mountain Distributing LLC	42.30
Saker's Shoprites, Inc.	476.85
Sandra Huth	1,000.00
Seaboard Welding Supply Inc.	311.75
Shower Tower	765.45
Sickles Market LLC	278.61
Signs by Tomorrow	1,074.00
Sip's Paint & Hardware	346.66
Skip's Sports	1,266.22
State Treasurer	50.00
Stavola Asphalt Company	2,038.49
Synchrony Bank	159.53
Taylor Fence Co.	2,692.13
TDG-NJ LLC	7.00
Toshiba Business Solutions	172,446.40
Treasurer, State of New Jersey	150.00
Truck Pro, LLC	664.86
Tuzzio's	400.00
United Parcel Service	135.87
United States Postal Service	30,000.00
Up-Tite Fasteners Inc.	107.00
Verizon Wireless	12,190.50
W.B. Mason Co, Inc.	2,106.04
Wellspring, Inc.	198.00
West End Engine Co	200.00
West Marine	475.70
Windstream	2,215.30
WM Recycle America	2,957.25

TOTAL CURRENT

3,762,720.13

CCM Contracting, Inc.	
City of Long Branch Clearing Account	
City of Long Branch Clearing Account	
Greenbaum, Rowe, Smith & Davis	
TDG-NJ LLC	

2017 Roadway Improvement Program - May 2017	
To Reimburse Clearing Account	
To Reimburse Clearing Account	
Professional Services - Pier Design - May 2018	
Professional Services - Long Branch Pier - Phase II - Tasks 3.1 & 3.2	

*	279,483.28
*	7,675.00
*	322,594.88
*	397.50 Pmt. #5
*	43,111.60

TOTAL CAPITAL

653,262.26

Bullet Lock & Safe Co.

Extra Key for ACO Van - Health

35.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Monmouth County SPCA
 Verizon Wireless

To Reimburse Clearing Account	*	3,874.71
To Reimburse Clearing Account	*	191.10
To Reimburse Clearing Account - Payroll 6/29/18	*	5,136.51
Fica/Medicare: 6/29/18	*	350.53
Payroll - 6/29/18	*	4,785.98
Veterinary Services - Animal Control - May 2018	1,762.50	Pmt. #5
Utilities - Wireless Service - June 2018	*	191.10

TOTAL ANIMAL CONTROL

16,327.43

Bits and Pieces Magazine
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Home Depot Credit Services
 Mr. John

Renewal: Subscription - Community Development - 8/21/18 - 8/20/19	26.95	
To Reimburse Clearing Account	*	1,116.98
To Reimburse Clearing Account - Payroll 6/29/18	*	6,151.61
Fica/Medicare: 6/29/18	*	437.16
Payroll - 6/29/18	*	5,714.45
Conrial Improvement Project Supplies - Community Development	167.58	
Portable Restroom Rental - Community Development - May 2018	379.05	

TOTAL HUD

13,993.78

1st Choice Safety Equipment
 Arbus, Maybruch & Goode LLC
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 DSHC Enterprises LLC
 Greenbaum, Rowe, Smith & Davis
 Long Branch Chamber of Commerce
 McManimon, Scotland & Baumann, LLC
 McManimon, Scotland & Baumann, LLC
 Michael A. Irene, Jr.
 Monmouth Wire Computer Recycling
 US BK Cust BV002 Trst & Crdtrs
 USBank Cust / Actien Holding
 USBank Cust PC5 Sterling Nat'l

Thermal Camera Kit & Truck Charger - Fire	7,930.00	
Professional Services - Various Escrows - Planning Board	756.00	
To Reinburse Clearing Account	*	103,746.92
To Reimburse Clearing Account	*	1,650.00
To Reimburse Clearing Account	*	4,100.00
To Reimburse Clearing Account - Payroll 6/29/18	*	27,530.60
Fica/Medicare: 6/29/18	*	872.93
Payroll - 6/29/18	*	26,657.67
Tax Sale Premium	*	1,400.00
Professional Services - Mark Built Homes - May 2018	39.00	Pmt. #2
Professional Services - Bluffs Development - May 2018	78.00	Pmt. #2
Professional Services - Pax Construction - May 2018	78.00	Pmt. #3
Professional Services - Surf Club/Kushner Project - May 2018	78.00	Pmt. #1
Professional Services - Stavola Project - May 2018	117.00	Pmt. #2
Professional Services - Diversified Realty Advisors - May 2018	156.00	Pmt. #3
Professional Services - Pier Village Phase III - May 2018	663.00	Pmt. #5
Rental of Office Space - Community Development - July 2018	*	1,650.00
Professional Services - Pier Village III RAB Financing - May 2018	260.00	Pmt. #5
Professional Services - Lower Broadway Redevelopment -May 2018	910.00	Pmt. #1
Professional Services - Various Escrows - Zoning Board	630.00	
Computer & Electronic Scrap - May 2018	1,050.00	
Tax Sale Premium	*	100.00
Tax Sale Premiums	*	1,400.00
Tax Sale Premium	*	1,200.00

TOTAL TRUST OTHER

183,053.12

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE