

RESOLUTIONS ADOPTED BY CITY COUNCIL MARCH 24, 2009

R71-09 RESOLUTION CANCELING MORTGAGE OF MARGARET MROZ, 235 ROCKWELL AVENUE, LONG BRANCH, NEW JERSEY 07740 TO THE CITY OF LONG BRANCH

R72-09 RESOLUTION APPROVING PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-34-029-009 (LB LICENSE)

R73-09 RESOLUTION TO APPLY FOR AND ACCEPT N.P. BALANCED HOUSING FUNDS (GARFIELD TWO HOUSING URBAN RENEWAL, LP)

R74-09 RESOLUTION OF NEED FROM MUNICIPALITY (GARFIELD COURT PHASE II PROJECT)

R75-09 RESOLUTION GRANT APPLICATION FOR GARFIELD COURT PHASE II PROJECT

R76-09 RESOLUTION FINANCIAL AGREEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1, ET SEQ. BETWEEN THE CITY OF LONG BRANCH AND GARFIELD TWO HOUSING URBAN RENEWAL ASSOCIATES, LLC

R77-09 RESOLUTION HAZARD MITIGATION PLAN

R78-09 RESOLUTION OPENING CITY BEACHES FOR THE 2009 SUMMER SEASON AND DESIGNATING CERTAIN BEACHES AS BATHING OR SURFING BEACHES

R79-09 RESOLUTION AUTHORIZING A FIVE (5) YEAR EXTENSION OF THE CITY OF LONG BRANCH'S MAINTENANCE AGREEMENT WITH CABLEVISION LIGHTPATH-NJ, INC.

R80-09 RESOLUTION APPROVAL PAYMENT OF BILLS

R81-09 RESOLUTION 2009 EMERGENCY TEMPORARY APPROPRIATIONS

R82-09 RESOLUTION ESTABLISHING CHANGE FUND DEPARTMENT OF RECREATION AND HUMAN SERVICES DIVISION OF CONSERVATION (BEACHES)

R83-09 RESOLUTION RE-APPOINTING SPECIAL POLICE OFFICERS CLASS I FOR THE CITY OF LONG BRANCH

R84-09 RESOLUTION OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, MAKING APPLICATION TO THE LOCAL FINANCE BOARD FOR A REDUCED PENSION CONTRIBUTION PURSUANT TO N.J.S.A. 43:15A-24(C) AND/OR N.J.S.A. 43:16A-15(9)

R85-09 RESOLUTION AUTHORIZING THE SUBMISSION OF A 2009
RECOVERY ACT EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL PROGRAM GRANT APPLICATION

R# 71-09

RESOLUTION CANCELLING MORTGAGE OF
MARGARET MROZ, 235 ROCKWELL AVENUE, LONG BRANCH, NEW JERSEY 07740 TO
THE CITY OF LONG BRANCH

WHEREAS, the City of Long Branch has provided RCA funds in the amount of \$43,429.00 to Margaret Mroz for property located at 235 Rockwell Avenue, Long Branch, New Jersey 07740, and

WHEREAS, the original Mortgage for \$43,429.00 was made on November 23, 1998 and recorded on January 6, 1999 in Mortgage Book MB 6663, Page 680, and

WHEREAS, Margaret Mroz has met the terms and conditions of the Mortgage Loan pursuant to the review and recommendation of the Office of Community and Economic Development pursuant to its letter of December 31, 2008 executed by Tonya Medina, Housing Technician, and

WHEREAS, the loan was an RCA loan which improved the value of the property, and

WHEREAS, the conditions of the loan have been met.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch being and is hereby authorized to execute a Discharge of Mortgage for the premises known as 235 Rockwell Avenue, Long Branch, New Jersey, 07740, owned by Margaret Mroz in the amount of \$43,429.00 made on November 23, 1998, recorded on January 6, 1999, in Mortgage Book MB 6663, Page 680, and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Margaret Mroz, and

BE IT ALSO FURTHER RESOLVED, that upon the execution of the Discharge of Mortgage the City shall file the Discharge of Mortgage with the Monmouth County Clerk's Office.

MOVED: BROWN

SECONDED: GIORDANO

AND ADOPTED UPON THE FOLLOWING ROLL CALL

AYES: 4

NAYES: 0

ABSENT: 1 - DESTEFANO

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009.
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 25th DAY OF MARCH, 2009

Irene A. Joline
CITY CLERK

R# 72-09

**RESOLUTION APPROVING
PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-34-029-009**

WHEREAS, LB License, Inc. has applied for a place to place transfer of Plenary Retail Consumption (seasonal license running from May 1 to Nov. 14th) License No. 1325-34-029-009 from pocket status with a mailing address of 5 Marine View Plaza, Suite 500, Hoboken, NJ 07030 from inactive status to 50 Laird Street, Long Branch, NJ and the application for a place to place 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, fees have been paid and approvals have been given by the appropriate departments; and

WHEREAS, the applicant has submitted plans to the Clerks office which outlines the area where alcoholic beverages will be served including an outside area for a sidewalk café.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-34-029-009 (seasonal license), in the name of LB License, Inc, be and the same is hereby transferred from inactive status to 50 Laird Street, Long Branch, NJ effective March 24, 2009.

MOVED: BROWN

SECONDED: GIORDANO

AYES: 4

NAYES: 0

ABSENT: 1 - DESTEFANO

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009

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 25th DAY OF MARCH 2009

Irene A. Joline
CITY CLERK, N.J.C.

LB LICENSE INC.

50 Laird Street

BUNGALOW HOTEL

This is for a place to place transfer from Stewarts to Bungalow Hotel. A change in corporate structure of LB License Inc. has also occurred which does not have to be approved by resolution. The officers of LB License are as follows:

OWNERS:

Michael Barry
David Barry
Anthony Diaco
Anthony Diaco, Jr.
Nicholas Diaco
Zachery Diaco, Jr.

STATE LICENSE #:

1325-34-029-009
Seasonal License
May 1, through Nov. 14th

STATUS:

Activating May 1, 2009

R# B-09

RESOLUTION

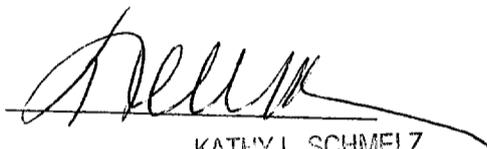
(To apply for and accept N. P. Balanced Housing funds)

WHEREAS, Garfield Two Housing Urban Renewal, LP desires to apply for and obtain funds from the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:43-1 and FF for the purpose of the new construction of sixty-one (61) units of rental housing for families located at a portion of Lot 4, Block 314 and Lots 15, 16, 33, 34, 35 and 36 in Block 313 in the City of Long Branch.

BE IT THEREFORE RESOLVED, that the City of Long Branch does hereby support this application for such funds to the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program and acknowledge that they are an eligible municipality in accordance with N.J.A.C. 5.43-1.3(b)(c)(d). The municipality also asks that a waiver of N.J.A.C. 5.43-1-3(a), as permitted under N.J.A.C. 5:43-1.6, be granted to allow Garfield Two Housing Urban Renewal, LP the Sponsor/Developer, as permitted under N.J.A.C. 5.43-3.1(a)(1), to contract only for this project, directly with the Department of Community Affairs.

I, Irene Joline (Name of Clerk/Secretary) of the City of Long Branch hereby certify that at a meeting of the Council of the City of Long Branch held on March 24, 2009 the above resolution was duly adopted.

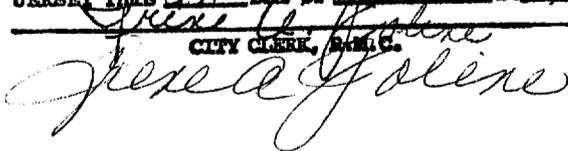
March 25, 2009
(Date)



KATHY L. SCHMELZ
SEAL NOTARY PUBLIC OF NEW JERSEY
OF MY COMMISSION EXPIRES JUNE 24, 2011
NOTARY

OFFERED: BROWN
SECOND: GIORDANO
AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009.
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 25th DAY OF MARCH 2009
Irene A. Joline
CITY CLERK, S.M.C.



RESOLUTION OF NEED FROM MUNICIPALITY

WHEREAS, Pennrose Properties, LLC and Maestro Community Development Corporation (hereinafter referred to as the "Sponsor") proposes to construct a sixty-one (61) unit affordable housing project (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Long Branch (hereinafter referred to as the "Municipality") on a site described as a portion of Lot 4, Block 314 and Lots 15, 16, 33, 34, 35 and 36 in Block 313 as shown on the Official Assessment Map of the City of Long Branch, Monmouth County and commonly known as Garfield Court Phase II, New Jersey; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch (the "Council") that:

- (1) The Council finds and determines that the Garfield Court Phase II 61 unit affordable rental Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

THIS RESOLUTION IS ADOPTED AS OF THIS 24th DAY OF March, 2009 by the Council of the City of Long Branch, New Jersey.

OFFERED: BROWN
 SECOND: GIORDANO
 AYES: 4
 NAYES: 0
 ABSENT: 1 - DESTEFANO
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009.
 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 25th DAY OF MARCH, 2009.

 CITY CLERK A.M.C.

RESOLUTION

WHEREAS, Pennrose Properties, LLC and Maestro Community Development Corporation desire to apply for and obtain a grant from the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:14 for the purpose of the rehabilitation and new construction of a 61 affordable rental housing units for families as part of the Garfield Court Phase II housing development to be developed by Pennrose Properties, LLC and Maestro Community Development Corporation together with the City of Long Branch Housing Authority;

BE IT THEREFORE RESOLVED, that the City of Long Branch does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey Department of Community Affairs and the New Jersey Housing and Mortgage Finance Agency and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the City of Long Branch and the New Jersey Department of Community Affairs/New Jersey Housing and Mortgage Finance Agency.

BE IT FURTHER RESOLVED that the City of Long Branch does hereby commit to this project a Payment In Lieu of Taxes Agreement and a waiver of building permit fees for the Garfield Court Phase II Project. The Payment in Lieu of Taxes Agreement may be pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq., or Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.), such determination to be made by the authorized officers of the City of Long Branch, provided, however, that the City of Long Branch shall be authorized to enter into Payment in Lieu of Taxes Agreements with Pennrose Properties, LLC and Maestro Community Development Corporation, the developer of the Project, or its nominee, under both programs if such officers so decide.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below are authorized to sign the application and that they or their successors in said titles are authorized to sign all contracts, applications and any other documents necessary in connection therewith:

SIGNED [Signature]
(Name)
Mayor
(Title)

SIGNED [Signature]
(Name)
City Clerk
(Title)

I, Irene Joline (Name of Clerk/Secretary), (Municipal Clerk/Secretary to the Governing Body of the City of Long Branch hereby certify that at a meeting of the Governing Body) held on March 24, 2009, the above resolution was duly adopted.

March 25, 2009
(Date)

[Signature]
SEAL OR NOTARY [Signature]
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 24, 2011

OFFERED: BROWN
SECOND: GIORDANO
AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009 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 24 DAY OF MARCH, 2009
[Signature]
CITY CLERK, R.M.C.

PILOT AGREEMENT LONG TERM TAX ABATEMENT

**FINANCIAL AGREEMENT PURSUANT TO THE LONG
TERM TAX EXEMPTION LAW,
N.J.S.A. 40a:20-1, et seq.
BETWEEN THE CITY OF LONG BRANCH AND
GARFIELD TWO HOUSING URBAN RENEWAL ASSOCIATES, LLC**

THIS FINANCIAL AGREEMENT (hereinafter, the "Agreement"), is made as of this 24th day of March, 2009, between GARFIELD TWO HOUSING URBAN RENEWAL, LP, an urban renewal limited liability company of the State of New Jersey, having its principal office at c/o Pennrose Properties, LLC, 230 Wyoming Avenue, Kingston, PA 18704, herein designated as the "Entity," and the CITY OF LONG BRANCH, a municipal corporation in the County of Long Branch and the State of New Jersey, hereinafter designated as the "City."

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the "Law"). It is expressly understood and agreed that the City relies upon the facts, data, and representations contained in the Application of the Entity project for Tax Abatement pursuant to the Long Term Tax Exemption Law, 40A:20-1, et seq., (hereinafter, the "Application") attached hereto as Exhibit "1." The Entity shall at all times prior to the expiration or other termination of this Agreement remain bound by the provisions of the Law. Operation under this Agreement shall be terminable by the Entity in the manner provided by the Law.

2. The City has granted and does hereby grant its approval for an urban renewal project, the nature, magnitude and description of which is disclosed below and in the accompanying Application, to be built under the provisions of the Law on the land described in said Application located on a portion of Block 314, Lot 4 and Lots 15, 16, 33, 34, 35 and 36 in Block 313 in the City of Long Branch, New Jersey (hereinafter, the "Project"). The City finds that the redevelopment of the Project creates a substantial benefit to the City when compared to costs, if any, associated with the tax exemption granted herein and, further finds that such tax exemption is of significant importance in obtaining the development of the Project and in

influencing the locational decisions of probable occupants of the Project. A summary of the Project follows:

(a) The Project is a sixty-one (61) rental unit Low Income Housing Tax Credit project, comprised of a mix of one, two and three bedroom rental units located on the former site of a public housing development owned and operated by the City of Long Branch Housing Authority. The Project site is located within the north central portion of the City of Long Branch. The 61 rental units will be located in 13 buildings that will be a mixture of duplexes, townhouses, and flat style dwellings. All 61 of the rental units will be leased exclusively to tenants whose incomes are at or below eighty percent (80%) of the area median income, and so qualifies as a “low and moderate income housing project” under the provisions of the New Jersey Long Term Tax Exemption Act and will be maintained as a low and moderate income housing project for a period of thirty (30) years from the completion of construction.

(b) The Project is part of a greater effort to dramatically improve the surrounding neighborhood. For 60 years, Garfield Court Addition sat within a neighborhood of other public housing mixed-in with private homes. Though some of the owner-occupied housing is well-maintained and stable, the neighborhood reflects the distress of those units that are not. The Project represents the fourth step in the described community revitalization that is being undertaken by the City of Long Branch Housing Authority together with its chosen developer, Pennrose Properties, LLC and Maestro Community Development Corporation. The Project is a key component of a proposed 140 unit revitalization project to include other affordable rental and homeownership units.

(c) The Garfield Court Addition site is currently owned by the City of Long Branch Housing Authority. It will be ground leased to the Entity, which is a New Jersey limited liability partnership that was formed by Pennrose Properties, LLC and Maestro Community Development Corporation, and which will own the 61 rental units. The Entity was qualified as an “urban renewal” entity under the Law in April, 2009. The general partners of the Entity will be Pennrose GP, LLC, an affiliate of Pennrose Properties, LLC and Maestro Community Development Corporation, a 501(c)(3) entity and an affiliate of the City of Long Branch Housing Authority. The Entity will admit investor non-managing member entities in connection with the Low Income Housing Tax Credit syndication of the Entity and Project. The ground lease will be

for a ninety year term. Pennrose Properties, LLC will act as the developer of the 61 rental units and Wallace Roberts & Todd will serve as the project's architect. The development team boasts a group of seasoned professionals with a breadth and depth of experience in the highest-quality affordable housing development.

(d) The Project's proposed sources and uses is set forth on Exhibit "A" attached hereto and incorporated herein.

(e) The Project's proposed operating expenses are set forth on Exhibit "B" attached hereto and incorporated herein.

3. Approval hereunder is granted to the Entity for the undertaking of the Project on the lands referred to above, which shall in all respects comply and conform to all applicable statutes and municipal ordinances, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof, and which Project is more particularly described herein and in the accompanying Application.

4. The Project to be constructed by the Entity shall be exempt from taxation on its improvements in accordance with the provisions of the Law and in the manner provided by this Agreement for a term of thirty (30) years from the completion of the entire Project but not more than thirty-five (35) years from the execution of this Agreement, and only so long as the Entity and the Project remain subject to the provisions of the Law and complies with this Agreement.

5. In consideration of the aforesaid exemption from taxation on improvement(s), the Entity, its successors and assigns shall make payment to the City of an annual service charge of a sum equal to six and 28/100 percent (6.28%) for municipal services supplied to the Project (hereinafter the "Annual Service Charge") of the annual gross revenue determined pursuant to N.J.S.A. 40A:20-1, et seq. calculated from the first day of the month following the substantial completion of the Project. There is hereby established a schedule of Annual Service Charges to be paid over the term of the thirty (30) year exemption period which shall be in stages as follows:

(a) For the first stage of the exemption period, commencing upon substantial completion of the Project and for the fifteen (15) years thereafter (the "Commencement Date"), the Entity shall pay the City an Annual Service Charge equal to six and 28/100 percent (6.28%) of the annual gross revenue.

For the remainder of the period of the exemption, the Annual Service Charge shall be determined as follows:

- (b) For the second stage of the exemption period, which shall be for years sixteen (16) through twenty (20) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or twenty percent (20%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;
- (c) For the third stage of the exemption period, which shall be for years twenty-one (21) through twenty-five (25) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or forty percent (40%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;
- (d) For the fourth stage of the exemption period, which shall be for years twenty-six (26) through twenty-eight (28) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or sixty percent (60%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;
- (e) For the final stage of the exemption period, which shall be for years twenty-nine (29) through thirty (30) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or eighty percent (80%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

The Annual Service Charge shall be paid to the City on a quarterly basis in a manner consistent with the City's tax collection schedule.

Against the Annual Service Charge the Entity shall be entitled to credit for the amount, without interest, of the real estate taxes on the Project's land paid or that would have been due by it or by the owner of the Project's land in the last four (4) preceding quarterly installments. Notwithstanding the provisions of this section of the Agreement, the minimum Annual Service Charge shall be the amount of the total taxes levied against all the real property covered by the Project in the last full tax year in which the area was subject to taxation, and the minimum

Annual Service Charge shall be paid in each year in which the Annual Service Charge calculated pursuant to this section of the Agreement would be less than the minimum Annual Service Charge. Prior to the Commencement Date, the Entity shall pay real estate taxes based on the assessed value of the Project as of the date of this Agreement. The calculation of the proposed Annual Service Charge is set forth on Exhibit "C" attached hereto and incorporated herein.

6. The Annual Service Charge payments for the first year of tax exemption shall be made on a pro rata basis, from the date of commencement of the exemption to the close of that calendar year, and, for the last calendar year of the tax exemption, from the first day of the calendar year to the date of termination of the exemption. Upon the termination of the exemption granted pursuant to the provision of the Law, the Project and all improvements made thereto shall be assessed and subject to taxation as are other taxable properties in the City. After the date of termination, all restrictions and limitations upon the Entity shall terminate and be at an end upon the Entity's rendering its final accounting to and with the City.

7. In the event of a breach of the Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may, pursuant to N.J.S.A. 40A:20-9f, invoke the rules of the American Arbitration Association for resolution by arbitration (the "AAA Rules"). The arbitration shall be before one neutral arbitrator to be selected in accordance with the AAA Rules and whose decision shall be rendered in writing. The results of the arbitration shall be final and binding upon the parties, with each party paying its own costs of the arbitration and 50% of the costs of the neutral arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Jersey. The arbitration shall be held in Long Branch, New Jersey, or at such other place as may be selected by mutual agreement of the parties. The arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

In the event of a default on the part of the Entity pursuant to its obligation to pay the Annual Service Charge as defined in Paragraphs 5 and 6 above, the City may terminate the tax

abatement if the default is not remedied within ninety (90) days of the due date of the Annual Service Charge or in the alternative it reserves the right to proceed against the Entity's Project that is the subject of this Agreement, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, it being understood and agreed by the parties hereto that throughout N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, whenever the word "taxes" appears, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provision shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In any event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-mentioned manner by conventional or in rem tax foreclosure.

8. It is agreed between the parties that the Entity, at any time after the expiration of one (1) year from the completion of the Project, may notify the City Council of the City that, as of a certain date designated in the notice, it relinquishes its status under the Law, and that the entity has obtained the consent of the Commissioner of the Department of Community Affairs to such a relinquishment. As of that date, the tax exemption, the service charges, and the profit and dividend restrictions for the Entity shall terminate. The date of termination of tax exemption, whether by relinquishment by the Entity or by terms of this Agreement, shall be deemed to be the close of the fiscal year of the Entity. Within ninety (90) days of that date, the Entity shall pay to the City the amount of reserve, if any, maintained pursuant to section 15 or 16 of the Law, as well as the excess net profits, if any, payable as of that date.

9. The Entity shall be subject, during the period of this Agreement and tax exemption under the Law, to a limitation of its profits and in addition, in the case of a corporation, of the dividends payable by it. Whenever the net profits of the Entity for the period, taken as one accounting period, commencing on the date on which the construction of the Project is completed and terminating at the end of the last full fiscal year, shall exceed the allowable net profits for the period, the Entity shall, within ninety (90) days of the close of the fiscal year, pay the excess net profits to the City as an additional service charge. The Entity may maintain during the term of this Agreement a reserve for unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding seven percent (7%) of the gross annual revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect

to permitted net profits as provided in N.J.S.A. 40A:20-15. This seven percent (7%) reserve is established as required by the Low Income Housing Tax Credit regulations of the New Jersey Housing and Mortgage Finance Agency.

10. Within ninety (90) days after the date of such termination, the Entity shall pay the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-15 and 40A:20-16, as well as the excess net profits, if any, payable as of that date.

11. The Entity shall submit annually, within ninety (90) days after the close of each of its fiscal years, its auditor's reports of income and expenses related to the Project to the Mayor and Municipal Council of the City and to the Director of Local Government Services in the Department of Community Affairs having a mailing address of CN-805, Trenton, NJ 08625-0805.

12. The Entity shall, upon request, permit inspection of the Project, equipment, buildings and other facilities of the Entity by authorized representatives of the City or the State of New Jersey. The Entity shall also permit examination and audit of its books, contracts, records, documents and papers by authorized representatives of the City or the State at the Entity's expense. Such inspection or examination shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Entity.

13. After examination of the books, contracts, etc. as set forth in Paragraph 12, the City, in its reasonable discretion, may, within ninety (90) days after the close of any fiscal or calendar year (depending on the Entity's accounting basis) in which this Agreement remains in effect, require the Entity to submit an auditor's report for the preceding fiscal or calendar year, certified by a certified public accountant, to the Mayor, the City Council, the Finance Director and the Clerk of the City. Said auditor's report shall include, but not be limited to, such details as may relate to the Project's cost and to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law, as amended and supplemented, and this Agreement, and shall be prepared in a manner consistent with the current standards of the Financial Accounting Standards Board. Said auditor's report shall be submitted to the representatives of the City mentioned above within 90 days of receipt by the Entity of the City's request for said auditor's report.

14. The failure on the part of the Entity to make timely payment of all municipal obligations, taxes, fees and charges arising out of this Agreement or in any way arising out of the affected Project, its land and/or improvements, or failure on the part of the Entity to comply with the requirements of the aforementioned audit, or with any other substantive condition of this Agreement shall permit the City to exercise such remedies as may be provided by the Law or this Agreement, provided that this Entity shall have received from the City a Notice of Default and Intent to Terminate, in which case the Entity shall have ninety (90) days in which to cure any default and avoid such termination.

15. Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

(a) When sent by the City to the Entity it shall be addressed to: Entity, c/o Pennrose Properties, LLC, One Brewery Park, 1301 North 31st Street, Philadelphia, Pennsylvania 19121, unless prior to giving such notice the Entity shall have notified the City otherwise in writing.

(b) When sent by the Entity to the City, it shall be addressed to the City Clerk, 344 Broadway, Long Branch, New Jersey 07740, unless prior to giving such notice the City shall have notified the Entity otherwise in writing.

16. It is understood and agreed that in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default, or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1, et seq., the Entity shall indemnify and hold the City harmless and shall further defend any such action at its own expense. Notwithstanding anything in the Agreement to the contrary, the Entity's liability under this Agreement shall be limited to its interest in the Project. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents, the expense thereof to be borne by the City.

17. The Entity shall have and may exercise such of the powers conferred by law on limited liability companies as shall be necessary for the operation of the business of the Entity and as shall be consistent with the provisions of the Law, and, in addition shall have and may

exercise the powers set forth in the Law, but only so long as this Agreement, together with any amendments thereto, is in effect with the City pursuant to the Law.

18. The City consents to a sale of the Project by the Entity to another urban renewal entity organized pursuant to the Law, their successors, assigns, all owning no other project at the time of the transfer and that, upon assumption by the transferee urban renewal entity of the transferor's then remaining obligations under this Agreement, the tax exemption of the improvements of the Project shall continue and inure to the transferee urban renewal entity, its respective successors or assigns.

However, any change made in the ownership of the Project which, as determined by the City in its reasonable discretion, would materially affect the terms of this Agreement, shall render this Agreement voidable unless approved by the City Council by resolution. It is understood and agreed that the City may, on written application by the Entity, consent to a sale of the Project and the transfer of the Agreement to an urban renewal corporation or association eligible to function under the Law provided the Entity is not in default as respects any performance required of it hereunder and full compliance with the terms and conditions of N.J.S.A. 40A:20-1, et seq. has occurred and the Entity's obligation under this Agreement with the City is assumed by the transferee.

If the Entity has, with the consent of the City, transferred its Project to another urban renewal entity which has assumed the then remaining contractual obligations of the Entity with the City, the Entity shall be discharged from any further obligation under this Agreement, and shall be qualified to undertake another project with the same or a different municipality.

The City recognizes and acknowledges that the Entity is a New Jersey limited liability company and as such intends to sell membership interests in the Entity through syndication. The City specifically recognizes and consents to such syndication and sale or resale of membership interests in the Entity.

19. Where approval or consent of the City is sought for an assignment of the Agreement, either the Entity or its assignee shall be required to pay to the City a reasonable fee for the legal services of the City's Law Department, as determined by the Director of Law of the City, related to the review, preparation, and/or submission of papers to the City Council for its appropriate action on the request assignment.

20. Reference to the Long Term Exemption Law shall mean N.J.S.A. 40A:20-1, et seq., as amended and supplemented.

21. The Entity shall, from the time the Annual Service Charge becomes effective, and on the same due dates as scheduled for the payment of land taxes, pay the City the estimated 1/4 of the Annual Service Charge on the Project's improvements until the correct amount due from the Entity as the Annual Service Charge on the Project's improvements is determined after any review and examination by the City of the Entity's books and records and for submission to City of any auditor's reports pursuant to Paragraphs 12 and 13 above.

Within 90 days after the correct amount due from the Entity as the Annual Service Charge on the Project's improvements has been determined by the City's Finance Director and notice of same given to the Entity, the City and the Entity will adjust and pay any over or under payment so made, or needed to be made.

22. All conditions in the Ordinance of the City Council approving this Agreement are hereby incorporated in this Agreement and made a part hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the date and year first above written.

ATTEST/WITNESS:

GARFIELD TWO HOUSING URBAN
RENEWAL ASSOCIATES, LP
a New Jersey limited partnership

By: Pennrose GP, LLC,
a Pennsylvania limited liability company,
as General Partner

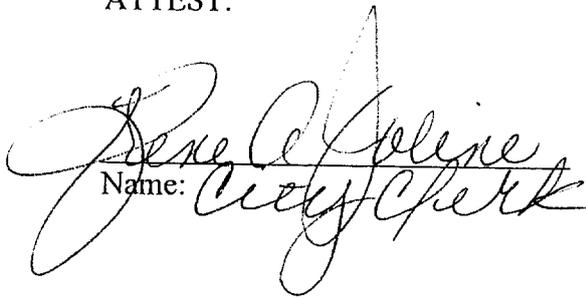
Name: _____

By: _____

Name: Timothy I. Henkel

Title: Vice President

ATTEST:


Name: City Clerk

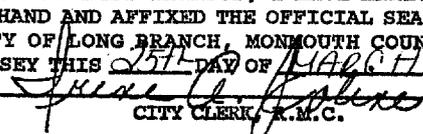
CITY OF LONG BRANCH,
a New Jersey Municipal Corporation

By: _____

Name: _____

Title: _____

OFFERED: BROWN
SECOND: GIORDANO
AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009.
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 25th DAY OF MARCH, 2009

CITY CLERK, A.M.C.

WHEREAS the City of Long Branch, NJ, has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

WHEREAS the New Jersey Office of Emergency Management provided federal mitigation funds to support development of the Monmouth County Multi-jurisdictional All Natural Hazards Pre-Disaster Mitigation Plan;

WHEREAS this *Hazard Mitigation Plan* has been developed by the Mitigation Planning Committee;

WHEREAS this *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

WHEREAS two public meetings were held on, July 17, 2007 and May 19, 2008 to introduce the planning concept and to solicit questions and comment; and to present the Plan and request comments, as required by law,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch:

1. The *Hazard Mitigation Plan* is hereby adopted as an official plan of the City of Long Branch; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The Municipal Office of Emergency Management and the various Municipal Departments identified in the Plan are hereby encouraged to pursue implementation of the recommended high priority activities that are applicable to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City of Long Branch Council, and this resolution shall not be interpreted so as to mandate any such appropriations.
4. The Municipal Office of Emergency Management is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Monmouth County Office of Emergency Management. The status reports shall be submitted by September 15th of each year.

PASSED by the City of Long Branch Council, this 24th day of March, 2009.

OFFERED: BROWN
 SECOND: GIORDANO
 AYES: 4
 NAYES: 0
 ABSENT: 1 - DESTEFANO
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009 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 25th DAY OF MARCH 2009
Irene A. Joline
 CITY CLERK, N.J.C.

RESOLUTION

A RESOLUTION OPENING CITY BEACHES FOR THE 2009 SUMMER SEASON AND DESIGNATING CERTAIN BEACHES AS BATHING OR SURFING BEACHES.

WHEREAS, Chapter 116, SECTION 116-1A of the Revised General Ordinances of the City of Long Branch authorizes the City Council to set the time period when beaches shall be opened by resolution; and

WHEREAS, Chapter 116 SECTION 116-1B of the Revised General Ordinances of the City of Long Branch authorizes the City Council to designate by resolution certain beaches as protected beaches for bathing or surfing,

NOW THEREFORE BE IT RESOLVED that the following bathing beaches may be open on May 23,24,and 25, 2009; May 30 and 31, 2009; June 6 and 7, 2009; June 13 and 14, 2009 and from June 20, 2009 through September 7, 2009 daily from the hours of 10:00 a.m. to 5:00 p.m.:

- 1. Seaview Ave Beach
- 2. Great Lawn Beach
- 3. Madison Ave Beach
- 4. Laird Street Beach
- 5. Chelsea Ave Beach
- 6. Melrose Terrace Beach
- 7. Morris Avenue Beach
- 8. Pavilion Ave Beach
- 9. North Bath Avenue Beach
- 10. South Bath Ave
- 11. Matilda Terr. (Surfing only)
- 12. Cottage Place Beach
- 13. West End Beach
- 14. Brighton Ave Beach

OFFERED: BROWN
 SECOND: GIORDANO
 AYES: 4
 NAYES: 0
 ABSENT: 1 - DESTEFANO
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009
 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 25TH DAY OF MARCH 2009
Irene A. Joline
 CITY CLERK, B.M.C.

RESOLUTION AUTHORIZING A FIVE (5) YEAR EXTENSION OF THE CITY OF LONG BRANCH'S MAINTENANCE AGREEMENT WITH CABLEVISION LIGHTPATH-NJ, INC.

WHEREAS, by Resolution 313-03 adopted on August 12, 2003, the City of Long Branch entered into an Agreement with 4Connections, LLC for construction and operation of a fiber optics telecommunications network providing telecommunication services throughout the City of Long Branch ("the Agreement"); and

WHEREAS, the Agreement had a term of five (5) years with an option provided to the City of Long Branch for up to four (4) successive renewal agreements, each for a term not to exceed five (5) years; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto and incorporated herein, that funds are available in an amount not to exceed \$3,000.00, in Account No. #9-01-012-734; and

WHEREAS, the City of Long Branch wishes to exercise its option to renew the Agreement for a period of five (5) years as is authorized by the Agreement:

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Long Branch that the City of Long Branch hereby exercises its first five (5) year option to renew the Agreement/Service Order Form entered into on August 18, 2003 with 4Connections, LLC in accordance with Resolution 313-03 for an amount not to exceed \$90,000.00.

MOVED: BROWN

SECONDED: GIORDANO

AND ADOPTED UPON THE FOLLOWING ROLL CALL

AYES: 4

NAYES: 0

ABSENT: 1 - DESTEFANO

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009 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 25TH DAY OF APRIL 2009
Irene A. Joline
CITY CLERK, R.M.C.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CABLEVISION LIGHTPATH-NJ, INC.
Trade Name:
Address: ONE MEDIA CROSSWAYS
WOODBURY, NY 11797
Certificate Number: 0190706
Date of Issuance: February 25, 2005

For Office Use Only:
20050225160634383

*5 year extension
from 3/1/09 thru
2/28/14.
Maintenance Fiber Ring.*



Customer Information

Customer Status- Existing Customer Order Type- Renewal Acct# 48486

Customer Name- City of Long Branch

Service Address- 344 Broadway Long Branch NJ 07740
Street Address Suite City State Zip Code

Service Location Type- On-Net Demarc Location- Server Rm

Customer Installation Contact Name- Gerald Carroll Installation Contact Phone- (732) 245-0628

Billing Address- 344 Broadway Long Branch NJ 07740
Street Address Suite City State Zip Code

Billing Contact Name- Ron Mahihorn Contact Phone- 732-571-5688

Contact Email- gcarroll@ci.long-branch.nj.us Alternate Phone-

Lightpath Contact- Dan Zino Lightpath Phone- (201) 644-9117 Sales Code-

Optimum Lightpath Services

The above customer agrees to the ordering of the following Optimum Lightpath Services:

		Individual Monthly Recurring Charge	Qty	Total Monthly Recurring Charge	Non Recurring Charge
1	Renewal Fiber Lease	\$1,500.00	1	\$1,500.00	\$0.00
2		\$0.00	0	\$0.00	\$0.00
3		\$0.00	0	\$0.00	\$0.00
4		\$0.00	0	\$0.00	\$0.00
5		\$0.00	0	\$0.00	\$0.00
6		\$0.00	0	\$0.00	\$0.00
7		\$0.00	0	\$0.00	\$0.00
8		\$0.00	0	\$0.00	\$0.00
9		\$0.00	0	\$0.00	\$0.00
10		\$0.00	0	\$0.00	\$0.00

Agreement Term- 5 Year Term

Total Monthly Recurring Charge- \$1,500.00

Total One Time Installation Charge- All Services- \$0.00

For Office Use Only

08MQ4ACQ VP-DISC-PRLL

Remarks

Contract Renewal for Maintenance - For Service Pprovided March 1, 2009 through February 28, 2014

Terms and Conditions

Customer acknowledges receipt of and agrees to be bound by the Optimum Lightpath Terms and Conditions attached and/or as set forth at optimumlightpath.com. Customer will be responsible for the rates listed on the Sales Agreement form and all applicable local state and federal taxes, charges and assessments along with any other applicable charges.

The Customer agrees to allow Optimum Lightpath to represent its name as a customer on marketing and sales materials including Optimum Lightpath websites.

Key Contact Name- _____ Contact Phone- _____ Accept

Contact Email- _____ Alternate Phone- _____ Do not accept

Agreed by: Customer

Authorized Signature- _____ Cablevision Lightpath, Inc.

Print Name- _____ Authorized Signature- _____

Date- _____ Print Name- _____

Date- _____

Optimum Lightpath Service Agreement Terms & Conditions

Lightpath Services: All services ordered by Customer from Lightpath shall be subject to Lightpath's acceptance of the Service Agreement listing the services and fees associated with the requested service. All product and technical descriptions may be viewed at

www.optimumlightpath.com

Lightpath services are subject to the following terms and conditions, including those documents identified below and included in these terms and conditions by reference. All Lightpath services are subject to availability and credit approval.

Term: The term ("Initial Service Term") shall be the period of time listed on the Service Agreement. Upon expiration of the Initial term, the term shall continue on a month-to-month basis. Lightpath may modify rates on 30 days notice during the month-to-month term.

Payment Terms: Customer will be responsible for the rates listed on the Service Agreement and all applicable local state and federal taxes, charges and assessments and other applicable charges. Once the service is delivered to Customer and ready for use ("Start of Service Date") billing and the service term shall commence. Payment for services is due within thirty (30) days of the invoice date. Failure to pay may result in discontinuance of service. In addition, Customer shall be subject to a finance charge of 1.5% per month on late payments over 60 days. Invoices may be viewed and managed by accessing our web portal "Customer Care Online" at www.optimumlightpath.com

New Build: A "New Build" is a site to which service originates or terminates and to which Lightpath must build or construct new facilities or equipment in order to provide service. New Build installation shall be subject to, including but not limited to: Completion of Site Survey, Municipal Permits, Right-of-Way Pole licensing, Landlord Consent, Facility/Property Access, and conditions outside of Lightpath's control.

Early Termination – New Build: If Customer terminates any service prior to the installation date, Customer shall reimburse Lightpath for all reasonable direct costs incurred by Lightpath prior to Customer cancellation of such Service, including any Network Extension charges listed on the Service Agreement form. If Customer terminates any service after the installation date but prior to the end of the Initial term, Customer shall be liable for: (a) 100% of the monthly recurring charges times the number of months remaining in the Initial Service Term if the Customer terminates in the first year of the Initial Service Term; (b) 75% of the monthly recurring charges times the number of months remaining in the Initial Service Term if the Customer terminates in the second year of the Initial Service Term; or (c) if the Customer terminates after the end of the second year 50% of the monthly recurring charges times the number of months remaining in the Initial Service Term.

Early Termination – Non-New Build: If Customer terminates any service prior to the Start of Service Date, Customer shall pay the Installation Fees listed on the Service Agreement. If Customer terminates any service prior to the expiration of the Initial Service Term after the Start of Service Date, Customer shall pay a termination charge equal to the applicable monthly recurring charges for the balance of the 12 month minimum service period, or in the event that Customer has agreed to an Initial Service Term in excess of one year, Customer shall be liable for a termination charge equal to 50% of the monthly recurring charges for the remainder of the Initial Service Term.

Service Level Agreement: The Service Level Agreements ("SLA") for specific Lightpath Services are set forth at:

www.optimumlightpath.com

The SLA sets forth the Customer's sole remedies for any claim relating to this service including any failure to meet any guarantee set forth in the SLA.

Acceptable Use Policy: Use of Lightpath services must comply with the most current version of the Lightpath Acceptable Use Policy which is made a part of this Agreement for all Internet Services are set forth at:

www.optimumlightpath.com

Lightpath reserves the right to suspend the service or terminate this Agreement effective upon notice for a violation of the Policy.

Privacy Practices: Optimum Lightpath is committed to respecting and protecting the privacy of our Customers. Optimum Lightpath's Privacy Policy is incorporated along with the Security Procedures may be found at:

www.optimumlightpath.com/terms

Additional Terms and Conditions: Services purchased pursuant to this Service Agreement, specifically Lightpath Internet Services, Remote E-Link, Internet/Voice Bundle w/ IP Trunking and any other product not currently offered pursuant to either the state tariffs filed by Lightpath (or its affiliates as appropriate) or the Regulations and Schedule of Charges posted on Lightpath's website are subject to the terms and conditions found under the "Additional Terms and Conditions for Non-Tariffed Services" set forth at:

www.optimumlightpath.com/terms

All other services, including but not limited to the voice portion of the Internet Voice Bundle and the voice portion of Remote E-Link, also are subject to the terms and conditions set forth in the state tariffs filed by Lightpath (or its affiliates as appropriate) and Lightpath's Regulations and Schedule of Charges. The voice portion of the Internet Voice Bundle w/ IP Voice Trunk is subject Lightpath's Regulations and Schedule of Charges. The state tariffs and the Regulations and Schedule of Charges are set forth at:

www.optimumlightpath.com/terms

Entire Agreement: The terms and conditions listed above, including the Service Agreement and those documents identified above constitute the entire agreement between the parties concerning Lightpath services.

Optimum Lightpath CPNI Security Procedures Policy

Cablevision Lightpath is committed to respecting and protecting your privacy. Cablevision Lightpath utilizes specific procedures to protect customer proprietary network information (CPNI) and these procedures are summarized in this CPNI Security Procedures Policy (Policy).

1.0 CPNI DEFINED & DESCRIBED:

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a Telecommunications Service or Interconnected VoIP Service subscribed to by any customer, and that is made available to the carrier by the customer solely by virtue of the service provided to the customer relationship; and, information contained in the bills pertaining to telephone exchange service, telephone toll service, or Interconnected VoIP Service received by a customer of a Telecommunications Carrier or Interconnected VoIP Provider.

CPNI includes Call Detail Records (CDRs), which contain information that pertains to the transmission of specific telephone calls, including, for outbound calls, the number called, and the time, location, or duration of any call and, for inbound calls, the number from which the call was placed, and the time, location, or duration of any call. CPNI does not include information that does not fall within the above definition.

CPNI does not include the Customer's name, telephone number or address.

2.0 ACCESS TO CPNI:**2.1 Over-The-Phone****(a) Customer Request for Call Detail Records (CDRs).**

Cablevision will not provide CDRs over the telephone to callers who contact Cablevision Lightpath. If a Customer can identify a call, Cablevision Lightpath may assist the Customer with regard to that call only.

(b) Customer Request for Non-CDR Information.

1. If a caller requests that the Cablevision Lightpath discuss and disclose non-CDR CPNI over-the-phone, Cablevision Lightpath will request certain Account Information. This information will be verified by Cablevision Lightpath.

2. If the Customer cannot be verified, Cablevision Lightpath will not discuss or provide non-CDR CPNI to the caller.

(c) Customer Request for Online User Name, Password & Security Question.

1. If a caller requests an online User Name, Password or Security Question, the caller will be directed to the Cablevision Lightpath website.

2. If a Customer has misplaced or forgotten the Password and Security Question, the caller will be referred to the website to reset the Password. If the caller requires assistance to reset the Password, Cablevision Lightpath will request certain Account Information. This information will be verified by Cablevision Lightpath.

3. If the Customer cannot be verified, Cablevision Lightpath will not reset the User Name, Password or Security Question.

2.2 Mail

1. A Customer may obtain specific CPNI by sending a written request to lcfcc@optimumlightpath.com with Account Information to verify the Customer.

2. If the Customer cannot be verified, Cablevision Lightpath will contact the Customer listed on the Account. If the Customer listed on the Account confirms the request, Cablevision Lightpath will require a second written request from the Customer listed on the Account.

2.3 Online

1. To gain access online to CPNI, a Customer must provide a Username and Password.

2. To establish a Username and Password, a Customer must complete and submit an online form with certain Account Information. This information will be verified by Cablevision Lightpath.

3. If the information provided on the form is inaccurate and cannot be validated, Cablevision Lightpath will contact the Customer listed on the Account.

4. If a Customer forgets the Username or Password, the Customer must provide certain information associated with the Account. This information will be verified by Cablevision Lightpath.

2.4 On Site

CPNI is not available from retail locations.

3.0 ACCOUNT CHANGES

Cablevision Lightpath will not send a Customer any specific notification of account changes, such as when a password, a response to a security question, online account or address of record is created or changed.

4.0 CONFIDENTIAL NATURE OF THESE PROCEDURES

To ensure that Cablevision Lightpath is able to protect your CPNI in the manner contemplated by this Policy, we require that Customer strictly maintain the confidential nature of this Policy. Customer shall not disclose, and shall not permit, allow or facilitate any disclosure of, this Policy or any of its contents to any third parties. Customer agrees to preserve the proprietary nature of the Policy and will promptly notify Cablevision Lightpath if any of its contents have been disclosed or revealed to any third party.

Terms and Conditions

Lightpath, a Service of Cablevision, Visitor Code of Conduct

This Web site is owned and operated by CSC Holdings, Inc. ("Cablevision"), which is a subsidiary of Cablevision Systems Corporation ("Cablevision"). This 'Terms of Usage Agreement' ("Agreement") informs visitors of the rules and policies that govern this Web site. We use the term "visitors" to include both registered members of our Web site and any other person that accesses our Web site at any point for any amount of time, unless designated otherwise. Visitors are expected to follow any posted guidelines or rules. We may update this Agreement from time to time without notice. Any changes in our terms of usage will be incorporated into a revised Agreement that we will post on this Web site. All visitors have the obligation to review changes to this Agreement. Unless otherwise specified, such changes shall be effective when they are posted. Your access or use of this Web site constitutes your agreement to be bound by this Agreement, including any changes that exist when you re-access our site.

To participate in our Web site activities, we may request that you submit certain personally identifiable information about yourself, including your name and personal contact information ("personal information"). We may also gather certain types of non-personal information about your visit to protect the security of our members or our site, or to make our program content more enjoyable for all our visitors. All information gathered from visitors by this Web site will be governed by our Privacy Policy, which is incorporated in this Terms of Usage Agreement by reference. If there is a conflict between the terms of this Agreement and our Privacy Policy, the terms of the Privacy Policy will prevail. Please carefully review our Privacy Policy to understand our collection, use, and disclosure practices.

Visitors are responsible for providing accurate, timely, and complete information to us and our operational providers, agents, and affiliates in connection with a visitor's participation and/or use of this Web site. Your membership and/or participation in our Web site activities will be canceled without notice if, at any time, we discover that you provide false information or violate any term of this Agreement or our Privacy Policy. Cablevision, its operational and promotional providers, program producers and promoters, parents, partners, affiliates, subsidiaries, and sponsors are not liable or responsible for any claims relating to any inaccurate, untimely, false, or incomplete information provided to us or from a visitor's failure to fully comply with any provision of this Agreement.

If necessary, and in accordance with applicable law, Cablevision will cooperate with local, state, and/or federal authorities to protect our Web site, visitors, parents, partners, affiliates, subsidiaries, and operational providers or to prevent unauthorized use of the site.

Restrictions on visitors' use of Cablevision Web site content

Councilperson: BROWN Offers the Following Resolution and Moves its Adoption

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN 4CONNECTIONS LLC AND THE CITY OF LONG BRANCH.

WHEREAS, 4Connections LLC constructs, owns and operates fiber optic communication networks, providing telecommunication services primarily in the northeastern region of the United States; and

WHEREAS, 4Connections LLC has entered into an agreement with the Long Branch Board of Education, to which the City of Long Branch has joined for the construction of a fiber optic telecommunications network throughout the City of Long Branch, and

WHEREAS, by virtue of the City's contribution to the construction of the fiber optic ring in conjunction with the Long Branch Board of Education, the City of Long Branch has the opportunity to have service by 4Connections LLC all municipal buildings within the City of Long Branch; and

WHEREAS, the construction of the fiber optic ring in total costs are in excess of \$1,900,000.00; and

WHEREAS, by contributing to the construction of the fiber optic ring, to the extent of \$327,000.00, the City has enabled itself to receive a favorable rate for service from 4Connections LLC in recognition of the City of Long Branch's contribution to the construction of the ring; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto and incorporated herein, that funds are available in the amount not to exceed \$327,000.00 are available in Account No. C-04-075-601; and

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CM 7807
DELAN, NJ 07717
732-913-1000

R313-03

WHEREAS, the fibers will be connected to City Hall, Main Library Branch, Elberon Library, Oliver Byron Engine, Co. Senior Center, DPW Garage and offices, FIRE HQ-Disaster Recovery, Housing Authority, UEZ Office and the Municipal Court, and

WHEREAS, the benefits that will be derived from this Service Order agreement with 4Connections LLC will be immeasurable over the number of years; and

WHEREAS, a monthly fee for maintenance on a five (5) year lease with four (4) five (5) year option, at the sole discretion of the City of Long Branch, with no annual increases, is set at \$1,500.00; and

WHEREAS, the City shall have continues use of the laterals as constructed; and

WHEREAS, 4Connections shall maintain cell laterals during the term of this agreement including all option periods; and

WHEREAS, the City of Long Branch will arrange with all landlords of certain City buildings for permits or easements, to allow 4Connections to have access for connection to said building consisted with resolution:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to enter the Service Order Form between the City of Long Branch and 4Connections LLC in a form annexed hereto and made a part hereof, and based on the conditions set forth in the tariff agreement, exhibits and a Certification of Extraordinary, Unspecifiable Services (an EUS) annexed.

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1000 LAWRENCE AVENUE
SUITE 2007
OCEAN, NJ 07712
1001 522-1000

SECONDED BY: GIORDANO
CALL VOTE:

AND ADOPTED UPON THE FOLLOWING ROL

AYES: 4

NAYS: 0

ABSENT: 1 - ZAMBRANO

ABSTAIN: 0

F:\USERS\Ye\WPDOC\Long Branch\Resolutions\4Connections-ye.doc

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE JOLINE CITY CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE, AND CORRECT COPY OF
RESOLUTION (PASSED ADOPTED)
BY THE CITY COUNCIL, AT A REGULAR MEETING HELD
ON AUGUST 12, 2003

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 August 2003

Irene Joline
CITY CLERK

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
LEUNGSLON AT LAF
1000 LAWRENCE AVENUE
2ND FLOOR
OCEAN, NJ 07712
732-927-1000

4CONNECTIONS LLC 
SERVICE ORDER FORM

This Service Order is effective as of August 1st, 2003 (the "Effective Date"), by and between 4CONNECTIONS LLC (the "Company"), with offices located at 125 Broad Street, Elizabeth, New Jersey 07201, and The City of Long Branch, a New Jersey municipal corporation, with offices located at 344 Broadway, Long Branch, New Jersey 07740 ("Customer"). The Company and Customer, each a "Party", may also be referred to hereinafter, collectively, as the "Parties".

WHEREAS, the Company constructs, owns and/or operates fiber optic telecommunications networks providing telecommunications services primarily in the northeast region of the United States; and

WHEREAS, Customer desires to lease certain telecommunications services and/or facilities ("Services") from the Company upon terms and conditions set forth in this Service Order and in the Company's tariff ("Tariff") on file with the New Jersey Board of Public Utilities ("BPU");

NOW, THEREFORE, in consideration of the matters recited, the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. This Service Order, together with (a) any exhibits, schedules, attachments, Statements of Work and Specifications attached hereto or thereto in accordance with the terms hereof (collectively, the "Exhibits"), and (b) any applicable tariffs filed with regulators having jurisdiction over the Company's Services, including but not limited to the Company's filed Tariff with the BPU, shall constitute the "Agreement" between the Parties in connection with the provision by the Company to Customer of the Services.
2. The Agreement shall govern the lease and services by the Company to the Customer of certain strands of Dark Fiber ("Customer Fibers"), Installation and or Engineering Design. The Company shall use its commercially reasonable efforts to provide during the Term the Services identified in this Service Order, or the Exhibits, in accordance with the Terms of the Agreement.
3. Unless otherwise defined herein, terms in this Service Order and Exhibits shall have the meanings set forth in the Company's Tariff.
4. The terms, conditions and regulations of the Company's tariffs, including but not limited to the Tariff, are specifically incorporated herewith as if set forth fully at length herein.
5. Exhibit A annexed hereto sets forth the relevant dates and information applicable to the Agreement as well as other pertinent terms and conditions applicable to this Agreement.
6. This Service Order may not be assigned or transferred by Customer absent the written consent of the Company, in the Company's sole discretion. In the event of an assignment to which the Company consents, the successor in interest thereto shall become fully liable for all of the terms and conditions set forth herein.
7. Neither the Agreement nor any term or provision thereof can be amended, waived, modified, supplemented, discharged or terminated, except by an instrument in writing signed by both Parties.
8. This Service Order may be executed in more than one counterpart, and by each Party and separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

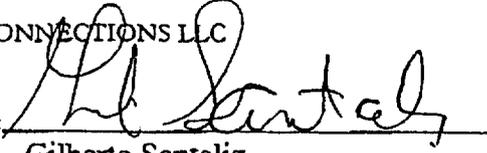
125 BROAD STREET 11TH FLOOR • ELIZABETH NEW JERSEY • 07201
PHONE: 908.820.0860 FAX 908.820.0181

August 13, 2003

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS SERVICE ORDER TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

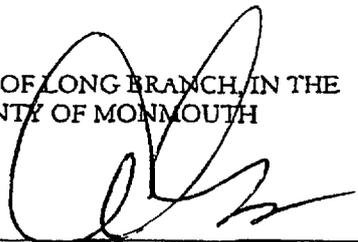
4CONNECTIONS LLC

BY:


Gilberto Santaliz
President and Managing Member

CITY OF LONG BRANCH, IN THE
COUNTY OF MONMOUTH

BY:


Name
Title

- 3 -

August 13, 2003

Exhibit ACustomer Information, Pricing and Term of Agreement

Legal Name of Customer: City of Long Branch

Billing Address: 344 Broadway Long Branch NJ 07740

Name and Phone Number for Primary Contact _____

Name and Phone Number for Secondary Contact _____

Name and Phone Number for after hours Contact _____

Assigned Customer Identification Number LB1007

Service Order Pricing:

1. Construction and engineering cost for ten dark fiber laterals interconnecting ten facilities listed herein on the Long Branch fiber ring at a cost of U.S. \$327,000.00, which said amount is due and payable upon delivery of the Customer Fibers.
- ↳ 2. Monthly recurring cost of U.S. \$1,500.00 for maintenance on 10 buildings laterals, based on an initial term of five (5) years, with the option to the Customer for up to four (4) successive renewal agreements with the Company, each for a term of five (5) years at the monthly rate set forth herein.

Service Order Description:

Installation and lease by the Company of 10 single mode dark fiber constructed laterals. Each lateral consists of the fiber optic strands that run from the manhole or pole off the Company's leased fiber ring that is nearest to the Customer's buildings listed below. The laterals will be interconnected by leasing fibers from 4Connections utilizing a fiber backbone owned and managed by 4Connections. The fibers in the backbone will utilize one central hub located in City Hall and/or Board of Education for 9 of the 10 buildings which will utilize 40 single mode fibers in the network backbone with 4 in and 4 out of each building with one facility serving as the hub having 72 single mode fibers in and out of that hub facility. The maintenance agreement shall commence upon completion of the installation of Customer Fibers and expire five (5) years thereafter, with an option to the Customer for up to four (4) successive renewal agreements with the Company, each for a term not to exceed five (5) years.

August 13, 2003

Each Building will have a central telecommunications point determined by the City of Long Branch. Fibers will be terminated in this room in a fiber patch panel and the point of demarcation will be nearest manhole or pole in the public right of way.

- | | |
|-------------------------------|---------------------------|
| 1 City Hall | 344 Broadway |
| 2 Main Library Branch | 346 Broadway? |
| 3 Elberon Library | 168 Lincoln Ave. |
| 4 Oliver Byron Engine Co. | 46 Atlantic Ave. |
| 5 Senior Center | 85 2 nd Avenue |
| 6 DPW Garage and offices | 636 Joline Ave. |
| 7 Fire HQ - Disaster Recovery | 199 Union Ave. |
| 8 Housing Authority | Garfield Court |
| 9 UEZ Office | 228 Broadway |
| 10 Municipal Court | 279 Broadway |

Testing Certification Standard for Fiber Characterization:

- @ 1310 Nanometers the attenuation shall be no greater than -0.35dB per kilometer
- @ 1550 Nanometers the attenuation shall be no greater than -0.25dB per kilometer
- Average Splice loss average for each location will not exceed 0.20dB unidirectional or 0.15dB bidirectional
- Average insertion loss will not exceed 0.65dB per termination

Targeted Completion date for final fiber certifications as described in the Testing Certification Standard for Fiber Characterization is October 31, 2003

Authorized Customer Acceptance by _____ Date 7/23/2003

Printed Name and Title of Authorized Customer Signature _____

R# 80-09

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: BROWN

SECONDED: GIORDANO

AYES: 4

NAYES: 1 - UNGER

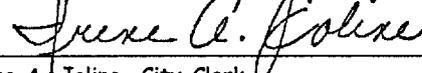
ABSENT: 1 - DESTEFANO

ABSTAIN: 0

State of New Jersey
County of Monmouth
City of Long Branch

I, Irene A. Joline, 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

~~MARCH 24~~, 2009.
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 25th day of MARCH, 2009


Irene A. Joline, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of March 24, 2009. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

A T & T	Utilities - Telephone - 2/16 & 2/21/2009 - Various Locations	*	174.27	
A.C. Moore	Supplies for Various Events in March 2009 - Senior Affairs		430.24	
A.M./P.M. Services	Registration - Recertification Class - 3/6/09 - A. Towns & L. Hurden - Health Dept.		368.00	
A.R. Communications	Repairs to Radio Equipment - Fire Dept. / DPW		606.00	
Action Flag Co.	(10) American Flags - DPW		269.78	
Action Office Supplies	Various Office Supplies - Various Depts.		828.06	
Allied Oil Co.	Diesel Fuel & Underground Storage Tank Tax - DPW		13,064.24	
Ambassador Medical Services	Drug Testing - January & February 2009 - Human Services	*	415.00	
Andrew Clay	Soccer Referee - Indoor Youth Soccer Games - 2/28-3/8/2009 - Recreation Dept.	*	720.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - February 2009	*	352.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer Fee - February 2009	*	2,500.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Redevelopment/Litigation/Tax Appeals - February 2009	*	12,219.92	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - General Matters - February 2009	*	2,062.25	Pymt #2
Aramark	Uniforms for OEM Personnel		313.04	
Asbury Park Press	Subscription - 10/1/08-10/31/09 - Mayor's Office		141.98	
ASCAP	License Fee for Special Events - 1/1/09-12/31/09 - Administration		305.00	
Atlantic Plumbing Supply	Plumbing Materials for Various Locations - DPW		460.37	
Auto Zone	Misc. Automotive Parts - 1/5-1/30/2009 - DPW		5,234.73	
Bari Gourmet	Food for St. Patrick's Day Party - 3/11/2009 - Senior Affairs		480.00	
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - General Matters - February 2009		750.00	Pymt #2
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Gateway North - February 2009		1,633.86	Pymt #1
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Redevelopment Coordinator - February 2009		1,878.45	Pymt #2
Be Our Guest Entertainment	Entertainment for St. Patrick's Day Party - 3/11/2009 - Senior Affairs		450.00	
Benchmark Resolution Serv.	Arbitration - Schwebel & Stoney ADA vs. City of Long Branch	*	1,416.67	
Bette White Fernandez	Tap Dance Instruction - 2/27/2009 - Senior Affairs		23.00	
Boro Printing	Car Show Flyers - Administration		75.00	
Builders' General	Door for Street Crimes Unit - DPW		114.00	
Bullet Lock & Safe Co.	Key Tags - Fire Prevention		90.00	
Cablevision Lightpath	Monthly Lease of Dark Fiber - March 2009 - IT-Administration		1,500.00	
Carl F. Jennings	Cell Phone Allowance - January / March 2009 - Recreation Dept.		120.00	
Carl F. Jennings	2009 Seasonal Beach Badge Change Fund	*	500.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

CDW/G	Computer Supplies - Various Depts.	228.10
Central Jersey Registrars' Assoc.	2009 Membership Dues - A. Towns/L. Hurden/T. Brown - Health Dept.	30.00
Cherry Valley Tractor Sales	Repair Clutch on Beach Tractor #22 - DPW	2,850.41
City of Long Branch Clearing Account	Reimburse Clearing Account	*
City of Long Branch Clearing Account	Reimburse Clearing Account	1,416.67
City of Long Branch Clearing Account	Reimburse Clearing Account	176,733.66
City of Long Branch Clearing Account	Reimburse Clearing Account	103,707.31
City of Long Branch Clearing Account	Reimburse Clearing Account	*
City of Long Branch Payroll Agency	Reimburse Clearing Account	61,910.37
City of Long Branch Payroll Agency	Payroll Dated 3/06/2009	886,600.41
City of Long Branch Payroll Agency	Payroll Dated 3/06/2009	*
Comcast Online	Payroll Dated 3/06/2009	34,091.35
Continental Fire & Safety	Internet Provider Services - 2/16-3/15/2009 - IT Dept. / Police Dept.	852,509.06
Cooper Electric Supply Co.	Various Equipment for Neptune Hose - Fire Dept.	*
Dave Wolcott	Maintenance on City Hall Generator - DPW	276.95
Dell Computer Corp.	Reimbursement for Electrical License - DPW	1,606.50
Diffrancesco, Bateman, Coley & Yospin	Computer Equipment - DPW / Finance Dept.	42.80
Diffrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Apartment Garbage Collection - February 2009	150.00
Edwards Tire Co.	Legal Services Rendered - Conflict Attorney - Tax Appeals - February 2009	1,828.53
Emsl Analytical	Tires for Various Vehicles - DPW	84.00
Equipment Services	Lead Dust Wipes Analyzed for 449 Harrison St. - Health Dept.	5,948.67
Eric Reisher	Vehicle Lift for DPW	788.84
Euro Car	Technical Support Services - January & February 2009 - L.B. Cable Commission	115.00
F & C Automotive Supply	Tint Windows on PD #5 - DPW	4,030.57
Fire Security Technologies	Misc. Automotive Parts - Various Vehicles - DPW / Fire Dept.	850.00
Fleetsource	Service Call on Fire Alarm System at Gregory School - 1/19/2009 - DPW	70.00
Foley Inc.	Misc. Parts - Various Vehicles - DPW	1,252.91
Freehold Ford	Misc. Parts - PW #257 - DPW	276.04
Gerald Carroll	Rebuild Transmission - PD #32 - DPW	749.68
Granger	Fourth Quarter Mileage Reimbursement - IT-Administration	555.49
Greenbaum, Rowe, Smith & Davis	Misc. Equipment - DPW	2,420.94
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - February 2009	103.55
Harley Davidson of Long Branch	Legal Services Rendered - Hotel Campus - February 2009	1,751.35
Hewlett Packard	Title Fee for Motorcycle - DPW	1,797.55
IAAI	Fax Machine & Printer - Drug Office / Recreation Dept.	2,555.16
Institute for Professional Development	Registration - Fire Scene Seminar - 3/4-3/6/09 - S. Merkel - Fire Prevention	20.00
International Assoc. For Identification	Registration - Seminar - 3/6/09 - D. Talerico & M. Martin - City Clerk's Office / Comptroller	348.99
J & N Enterprises	2009 Membership Dues - Det. S. Beaver & Det. N. Cattelona - Police Dept.	400.00
Jacob L. Jones	Maintenance on Gas Meters - Fire Dept.	198.00
Jersey Access Group	Cell Phone Allowance - January / March 2009 - Community Dev.	140.00
	2009 Membership Dues - D. Swanson - L.B. Cable Commission	75.10
		120.00
		100.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Jersey Central Power & Light	Utilities - Electric - 1/20-3/03/2009 - Various Locations	*	44,130.23
Jersey Elevator Co.	Elevator Maintenance at City Hall Building - February 2009 - DPW		151.73
Keer Electrical Supply Co.	Electrical Materials for Street Crimes Unit - DPW		761.40
Keewel Water	Monthly Cooler Rental - February 2009 - Administration		14.00
Lanigan Associates	Uniform Pants for (3) Officer's & Ammunition for Simunitions Training - Police Dept.		309.80
Lee Battery Service	Batteries for DPW & Police Dept.		827.24
Liberty Paper & Janitorial Supply	Janitorial Supplies for City Hall Building - DPW		236.75
Long Branch Chamber of Commerce	Rent for UEZ/CDBG Office - April 2009		1,625.00
Lowe's	Various Building Materials - Various Depts.		545.55
Mark R. Aikins	Legal Services Rendered - Conflict Attorney - February 2009		802.87 Pymt #2
Martin Arbus, Esq.	Legal Services Rendered - Planning Board Attorney - September / December 2008		900.00 Pymt #6-7
McDonalds Restaurant	Prisoner Meals - January & February 2009 - Police Dept.		37.66
Michael Martin	Mileage Reimbursement - Fourth Quarter - Comptroller	*	140.40
Micro Systems-NJ.com	Software Maintenance - 1/1-12/31/2009 - Tax Assessor		1,500.00
Miller's Luncheonette	Meal Tickets for DPW Employees - Snow Storm on 3/2/2009 - DPW		258.12
MMWR-Massachusetts Medical Society	One Year Subscription Renewal - D. Roach - Health Dept.		98.00
Monmouth Cnty Board of Taxation	2009 Notification of Assessment Cards - Tax Assessor's Office		2,464.80
Monmouth Cnty Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 1/16-2/13/2009 - DPW		65,302.45
Motorola C & E	Radio Equipment - Fire Chief's Car #25-6-7 - Fire Dept.		312.00
N.J. Environmental Health Assoc.	Registration - Conference - 3/8-3/10/2009 - J. Muth - Health Dept.		225.00
New Jersey American Water	Utilities - Water - 1/9-2/12/2009 - Various Locations	*	235.75
New Jersey Drug Recognition Expert's Assoc.	2009 Annual Dues - Sgt. F. Morey - Police Dept.		25.00
New Jersey Future	Registration - Redevelopment Forum - 2/27/2009 - H. Woolley Jr. - Administration		75.00
New Jersey Natural Gas	Utilities - Gas - 1/19-2/25/2009 - Various Locations	*	12,758.18
New Jersey Turfgrass Assoc.	2009 Membership Renewal - F. Ravaschiere - DPW		75.00
NJ Dept. of Personnel/Div. Of Admin.	Registration for Public Management Course - 2/6-11/20/09 - C. Shirley - OEM		1,999.00
NJ Dept. of Personnel/HRDI	Registration for Public Management Course - 2/6-11/20/09 - Capt. A. Muolo - Police Dept.		1,999.00
NJLCA	Registration - Landscape Conference - 2/25/09 - (5) Employees - DPW		150.00
NJRPA	Registration - Annual Conference - 3/3-3/4/09 - C. Jennings - Recreation Dept.		270.00
Oceanside Service	Winterize Service - (2) Furnaces - Fire Prevention		183.16
Office Needs	Toner Cartridges - Police Dept.		1,909.55
Perth Amboy Spring Works	Repair Spring - PW #250 - DPW		379.66
Perth Amboy Tire	Re-Tread Tires - DPW		5,306.00
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 2/9 & 2/27/2009 - DPW		24,258.45
Priddy Inc.	Misc. Hardware for Sign Installations - Traffic Dept.		201.68
Public Strategies	Professional Services Rendered - Lobbying Consultant - March 2009		2,500.00 Pymt #3
Quality Communications	Misc. Equipment - Police Dept.		456.00
Registrars' Assoc. of NJ	2009 Membership Dues - A. Towns/l. Hurden/T. Brown - Health Dept.		75.00
Rosano Howell Asphalt Co.	Road Materials to Repair Pot Holes - DPW		853.20

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Rosano Trucking Inc.	Road Materials to Repair Pot Holes - DPW	131.40
Rose Leonard	Watercolor Instruction - 2/19 & 2/26/2009 - Senior Affairs	140.00
Roselli's	Annual Dinner - 1/25/2009 - (37) Attendees - Zoning Board	1,295.00
Rudco	(2) Open Top Containers - DPW	8,869.00
Saker Shopries	Food for St. Patrick's Day Party - 3/11/2009 - Senior Affairs	319.80
Sanzie's Uniforms	Uniform Pants & Shirts - Fire Prevention	270.95
Seaboard Welding Supply	Welding Supplies & Industrial Gases - January 2009 - DPW	135.85
Security World	Securall Monitoring Service at 279 Broadway (Human Services) - 3/1-8/31/09 - DPW	120.00
Siperstein's	Paint / Materials - January 2009 - DPW / Recreation Dept.	936.52
Stavola Contracting Co.	Disposal of Concrete - DPW	68.04
Storr Tractor Co.	Misc. Parts for Toro #1 & #5 - DPW	1,622.45
Supply Saver Corp.	Ink Cartridges for Finance Director	69.00
Tasc Fire Apparatus	Repair Fire Equipment - Fire Dept.	655.00
Thompson Design Group	Professional Services Rendered - Beachfront South - February 2009	10,132.00
Thompson Design Group	Professional Services Rendered - General Services - February 2009	18,406.00
Thomson West	NJ Stat Book - Administration	137.00
Treasurer, State of NJ - Div. Of Fire Safety	Renewal for NJ Uniform Fire Code Subscription - K. Hayes - Fire Prevention	30.00
Treasurer, State of NJ - Div. Of Fire Safety	Certification Renewal - G. Papailiou - Fire Prevention	45.00
Trico Equipment Services	Misc. Parts - PW #103 - DPW	72.00
United Parcel Service	Ground Shipment - Health Dept. / Police Dept.	30.81
Jp-Tite Fasteners	Materials for Annex Building/Traffic Dept. - DPW	71.21
/erizon	Utilities - Telephone - 2/11/2009 - Various Depts.	50.46
/erizon Wireless	Laptop Service - 1/13-2/12/2009 - Various Depts.	2,000.62
/erizon Wireless	Cell Phone Service - 1/17-2/16/2009 - Various Depts.	1,920.46
Visiting Nursing Services of Central Jersey	Public Health Nursing Services - First Quarter	3,192.00
W.B. Mason	Various Office Supplies - Various Depts.	713.63
Warshauer Electric Supply	Electrical Materials for Street Crimes Unit - DPW	146.45
William Bahamonde	Fourth Quarter Mileage Reimbursement - IT-Administration	59.10

TOTAL CURRENT

2,424,222.20

Insell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - February 2009	379.30
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Preliminary Tasks for Pier - February 2009	24,303.98
City of Long Branch Clearing Account	Reimburse Clearing Account	537,811.86

TOTAL CAPITAL

562,495.14

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 3/06/2009	9,276.87	*
Communication Construction Group	Outside Police Overtime	63.57	
Communication Construction Group	Outside Police Overtime	1,472.43	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pax Plaza - February 2009	39.00	Pymt #2
Heckler & Koch	Sight Tools & Suppressors for Rifles & Shooters - Police Dept.	700.00	
Nexis Nexis Risk & Information	User Fee for Software License - December 2008 / February 2009	83.67	Pymt #5-7
Rowe's	Various Materials for Library	166.82	
Thompson Design Group	Professional Services Rendered - Pier Village III - February 2009	8,668.00	Pymt #1
Thompson Design Group	Professional Services Rendered - Pier Village II - February 2009	2,560.00	Pymt #2

TOTAL TRUST OTHER

102,267.96

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 81-09

**RESOLUTION
2009 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for City operations, and,

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2009 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total\$ **15,653,766.16** in addition to the original temporary budget adopted January 1, 2009 in the amount of **\$14,309,595.46** for a total Year to Date temporary budget of **\$ 29,963,361.62**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2009, and that in accordance with the Statute such item of appropriation will be included in the 2009 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

OFFERED: BROWN
SECOND: GIORDANO
AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009.
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 25TH DAY OF APRIL, 2009.
Irene A. Joline
CITY CLERK, E.M.C.

Budget Appropriations 2009	ADOPTED 2008 BUDGET	MAYOR'S 2009 WORKING BUDGET	Emergency Temporary Budget Approp. 03/24/2009	CUMULATIVE TEMPORARY BUDGET	PERCENTAGE OF 2008	PERCENTAGE OF PROPOSED 2009
a) Operations - within "CAPS"						
General Administration						
Office of the Chief Executive - Mayor						
Salaries and Wages	79,652.00	57,635.00	20,909.00	41,818.00	52.5%	72.6%
Other Expenses	15,200.00	13,100.00	3,111.25	6,550.00	43.1%	50.0%
Miscellaneous Other Expense (Lobbyist)	35,000.00	35,000.00		35,000.00	100.0%	100.0%
Office of the Chief Administrator						
Salaries and Wages	318,688.00	332,454.00	85,063.96	170,128.00	53.4%	51.2%
Other Expenses	11,600.00	11,600.00	3,045.00	6,090.00	52.5%	52.5%
Miscellaneous Other Expenses (Vet. Service Officer)	2,500.00	2,500.00	656.75	1,313.00	52.5%	52.5%
Miscellaneous Other Expense (Green City)	30,000.00	17,000.00	7,875.00	15,750.00	52.5%	92.6%
Miscellaneous Other Expense (IT Services)	69,000.00	64,370.00	16,897.87	33,795.00	49.0%	52.5%
Miscellaneous Other Expenses (Special Events)	45,000.00	45,000.00		45,000.00	100.0%	100.0%
Miscellaneous Other Expense (Public Relations)	36,000.00	0.00				
Division of Personnel						
Salaries and Wages	203,006.00	160,232.00	42,061.10	84,122.00	41.4%	52.5%
Other Expenses	2,425.00	4,100.00	538.87	1,077.00	44.4%	26.3%
Central Switchboard						
Salaries and Wages	37,905.00	40,336.00	10,587.80	21,176.00	55.9%	52.5%
Office of Emergency Management						
Salaries and Wages	5,000.00	5,000.00	1,312.50	2,625.00	52.5%	52.5%
Other Expenses	20,000.00	20,000.00	5,000.00	20,000.00	100.0%	100.0%
Office of the City Council						
Salaries and Wages	17,500.00	17,500.00	4,594.25	9,188.00	52.5%	52.5%
Other Expenses	2,900.00	2,900.00	761.75	1,523.00	52.5%	52.5%
Office of the City Attorney						
Salaries and Wages (City Attorney)	30,000.00	0.00				
Salaries and Wages (Prosecutor / Ass't City Attorney)	30,000.00	30,000.00	7,875.00	15,750.00	52.5%	52.5%
Other Expenses	385,000.00	385,000.00	167,500.50	385,000.00	100.0%	100.0%
Misc. -Other Expenses (Labor Counsel)	100,000.00	100,000.00	50,000.00	100,000.00	100.0%	100.0%
Misc. -Other Expenses (Planning Board Attorney)	10,000.00	10,000.00		10,000.00	100.0%	100.0%
Misc. -Other Expenses (Zoning Board Attorney)	10,000.00	10,000.00		10,000.00	100.0%	100.0%
Misc. -Other Expenses (Prosecutor / Ass't City Attorney)	5,000.00	5,000.00		5,000.00	100.0%	100.0%
Misc. - Other Expenses (Retainer City Attorney)		30,000.00	7,875.00	22,875.00		76.3%
Office of the City Clerk						
Salaries and Wages	187,286.00	194,651.00	51,096.11	102,192.00	54.6%	52.5%
Other Expenses	21,755.00	15,355.00	4,031.31	8,062.00	37.1%	52.5%
Misc- Other Expenses	46,500.00	44,500.00	1,113.00	23,363.00	50.2%	52.5%
Department of Finance						
Office of the Director						
Salaries and Wages	239,348.00	248,772.00	65,302.35	130,605.00	54.6%	52.5%
Other Expenses	41,000.00	41,000.00	10,762.50	21,525.00	52.5%	52.5%
Division of Accounts and Control						
Salaries and Wages	293,735.00	271,539.00	71,279.01	142,558.00	48.5%	52.5%
Other Expenses	47,200.00	47,200.00	12,390.00	24,780.00	52.5%	52.5%
Misc. Other Expenses (Audit Services)	77,700.00	77,700.00		77,700.00	100.0%	100.0%
Office of the Tax Collector						
Salaries and Wages	214,393.00	225,479.00	59,188.76	118,377.00	55.2%	52.5%
Other Expenses	27,620.00	25,920.00	6,804.00	13,608.00	49.3%	52.5%
Divison of Purchasing						
Salaries and Wages	210,654.00	220,661.00	57,923.49	115,847.00	55.0%	52.5%
Other Expenses	10,000.00	7,500.00	(2,500.00)	7,500.00	75.0%	100.0%
Miscellaneous Other Expenses	500.00	300.00	(200.00)	300.00	60.0%	100.0%
Central Reproduction						
Other Expenses	5,600.00	5,500.00	1,470.00	2,940.00	52.5%	53.5%
Central Postage						
Other Expenses	68,250.00	71,250.00	17,915.63	35,831.26	52.5%	50.3%

Budget Appropriations 2009	ADOPTED 2008 BUDGET	MAYOR'S 2009 WORKING BUDGET	Emergency Temporary Budget Approp. 03/24/2009	CUMULATIVE TEMPORARY BUDGET	PERCENTAGE OF 2008	PERCENTAGE OF PROPOSED 2009
Insurance						
Employee Group Health	4,168,689.00	4,598,063.97	1,206,991.79	2,413,983.58	57.9%	52.5%
General Liability	524,627.00	569,630.00		569,630.00	108.6%	100.0%
Workers Compensation	1,047,772.00	1,007,000.00		1,007,000.00	96.1%	100.0%
Unemployment Insurance (Trust)	60,000.00	60,000.00				
Department of Public Works						
Office of the Director						
Salaries and Wages	288,710.00	309,953.00	96,362.66	192,725.32	66.8%	62.2%
Other Expenses	18,100.00	21,000.00	3,187.50	14,700.00	81.2%	70.0%
Division of Street Construction & Maintenance						
Salaries and Wages	1,002,945.00	1,001,667.00	292,938.41	585,876.00	58.4%	58.5%
Other Expenses	159,750.00	148,750.00	58,203.12	148,750.00	93.1%	100.0%
Office of the City Engineer						
Other Expenses	100,000.00	100,000.00	22,500.00	75,000.00	75.0%	75.0%
Municipal Garage						
Salaries and Wages	306,738.00	328,359.00	94,357.26	188,714.00	61.5%	57.5%
Other Expenses	332,000.00	323,500.00	109,919.25	219,838.00	66.2%	68.0%
Division of Parks						
Salaries and Wages	291,608.00	311,791.00	81,845.86	163,691.00	56.1%	52.5%
Other Expenses	45,750.00	53,500.00	18,044.25	36,088.00	78.9%	67.5%
Division of Public Facilities						
Salaries and Wages	603,888.00	660,485.00	173,377.69	346,755.00	57.4%	52.5%
Other Expenses	165,250.00	163,000.00	82,612.50	130,400.00	78.9%	80.0%
Misc. Other Expenses	6,000.00	6,000.00	1,925.00	3,500.00	58.3%	58.3%
Division of Solid Waste / Recycling						
Salaries and Wages	1,015,179.00	1,086,422.00	285,186.22	570,372.00	56.2%	52.5%
Other Expenses	27,850.00	27,600.00	5,355.00	27,600.00	99.1%	100.0%
Disposal Costs (Sanitation and Recycling)						
Other Expenses	1,671,675.00	1,664,500.00	436,931.75	873,863.00	52.3%	52.5%
Department of Public Safety						
Office of the Director						
Salaries and Wages	156,154.00	162,663.00	42,698.96	85,398.00	54.7%	52.5%
Other Expenses	500.00	500.00	368.75	500.00	100.0%	100.0%
Division of Police						
Salaries and Wages	9,372,700.00	10,022,000.00	2,450,000.00	5,075,000.00	54.1%	50.6%
Other Expenses	375,190.00	375,190.00	98,487.62	196,975.00	52.5%	52.5%
Police Dispatch						
Salaries and Wages	341,233.00	382,381.00	100,374.99	200,750.00	58.8%	52.5%
School Traffic Guards						
Salaries and Wages	159,311.00	165,123.00	43,345.21	86,690.00	54.4%	52.5%
Other Expenses	1,455.00	1,455.00		1,455.00	100.0%	100.0%
Traffic Control						
Salaries and Wages	173,891.00	170,791.00	49,832.36	99,665.00	57.3%	58.4%
Other Expenses	27,128.00	27,128.00	5,878.90	19,000.00	70.0%	70.0%
Division of Fire						
Salaries and Wages	2,233,727.00	2,333,121.00	600,999.74	1,201,999.00	53.8%	51.5%
Other Expenses	180,738.00	180,738.00	47,444.27	94,888.00	52.5%	52.5%
Miscellaneous Other Expense (Chiefs Honorariums)	5,500.00	5,500.00				
Miscellaneous Other Expense (Fire Truck Leases)	97,150.54	97,150.54				
Fire House Rental	32,100.00	32,100.00				
Miscellaneous Other Expenses	2,000.00	21,550.00				
Contribution to Volunteer First Aid Squads						
Other Expenses	61,000.00	61,000.00				

Budget Appropriations 2009	ADOPTED 2008 BUDGET	MAYOR'S 2009 WORKING BUDGET	Emergency Temporary Budget Approp. 03/24/2009	CUMULATIVE TEMPORARY BUDGET	PERCENTAGE OF 2008	PERCENTAGE OF PROPOSED 2009
Division of Fire						
Uniform Fire Safety (Chapter 383, P.L. 1983)						
Salaries and Wages	428,102.00	490,198.00	125,677.35	251,355.00	58.7%	51.3%
Other Expenses	31,295.00	28,300.00	7,429.25	14,858.00	47.5%	52.5%
Miscellaneous Other Expense	162,843.00	175,000.00	42,746.71	85,493.00	52.5%	48.9%
Department of Health						
Office of the Director						
Salaries and Wages	409,142.00	466,000.00	119,189.09	238,378.00	58.3%	51.2%
Other Expenses	49,750.00	49,750.00	1,940.62	30,000.00	60.3%	60.3%
Miscellaneous Other Expenses						
Bloodborne Pathogen Immunization	3,000.00	3,000.00		3,000.00	100.0%	100.0%
Animal Control Subsidy (to Trust)	207,000.00	203,000.00	100,500.00	203,000.00	98.1%	100.0%
Public Health Consortium	9,304.00	18,908.00		18,908.00	203.2%	100.0%
Bureau of Welfare						
Miscellaneous Other Expenses (Reloc)	10,000.00	10,000.00		10,000.00	100.0%	100.0%
Department of Recreation						
Office of the Director						
Salaries and Wages	355,724.00	371,529.00	97,526.64	195,053.00	54.8%	52.5%
Other Expenses	10,300.00	10,300.00	2,704.25	5,408.00	52.5%	52.5%
Miscellaneous Other Expense	43,710.00	43,680.00	14,466.00	28,932.00	66.2%	66.2%
Bureau of Recreation						
Salaries and Wages	45,000.00	55,000.00	12,000.50	36,438.00	81.0%	66.3%
Other Expenses	40,900.00	40,900.00	2,803.75	24,540.00	60.0%	60.0%
Miscellaneous-Other Expenses (celebrations)	32,000.00	31,400.00	8,242.50	16,485.00	51.5%	52.5%
Bureau of Conservation (Beaches)						
Salaries and Wages	320,000.00	380,000.00	39,750.00	79,500.00	24.8%	20.9%
Other Expenses	68,565.00	66,100.00	16,100.00	66,100.00	96.4%	100.0%
Office of Senior Citizen Activities						
Salaries and Wages	16,000.00	37,000.00	12,487.50	22,200.00	138.8%	60.0%
Other Expenses	40,000.00	23,000.00	6,037.50	12,075.00	30.2%	52.5%
Environmental Commission						
Other Expenses	500.00	500.00		500.00	100.0%	100.0%
Office of Cable Television Commission						
Other Expenses	12,000.00	12,000.00		6,000.00	50.0%	50.0%
Long Branch Arts Council						
Other Expenses	25,000.00	25,000.00	5,000.00	17,500.00	70.0%	70.0%
Urban Enterprize Zone						
Salaries and Wages	15,301.00	16,370.00		16,370.00	107.0%	100.0%
Other Expenses	5,000.00	5,000.00	1,312.50	2,625.00	52.5%	52.5%
Long Branch Parking Authority						
Other Expenses	7,000.00	3,000.00				
Statutory & Other Agencies						
Planning Board						
Salaries and Wages	3,600.00	0.00				
Other Expenses	21,350.00	8,150.00	500.00	4,575.00	21.4%	56.1%
Misc. - Other Expenses (Retainer)		3,600.00	1,800.00	3,600.00		100.0%
Zoning Board of Adjustment						
Salaries and Wages	6,000.00	0.00				
Other Expenses	8,000.00	7,150.00	625.00	4,200.00	52.5%	58.7%
Misc. - Other Expenses (Retainer)		6,000.00		3,000.00		50.0%
Department of Building & Development						
Office of the Director						
Salaries and Wages	96,794.00	100,865.00	26,477.06	52,954.12	54.7%	52.5%
Other Expenses	8,400.00	8,400.00	2,205.00	4,410.00	52.5%	52.5%
Miscellaneous Other Expense (Demolition)	15,000.00	10,000.00	2,625.00	5,250.00	35.0%	52.5%

Budget Appropriations 2009	ADOPTED	MAYOR'S	Emergency	CUMULATIVE	PERCENTAGE	PERCENTAGE
	2008 BUDGET	2009 WORKING BUDGET	Temporary Budget Approp. 03/24/2009	TEMPORARY BUDGET	OF 2008	OF PROPOSED 2009
Miscellaneous Other Expense (Special Events) (Moved to Administrator)	0.00	0.00				
Office of the Construction Code Official						
Salaries and Wages	376,558.00	369,227.00	103,166.35	196,000.00	52.1%	53.1%
Other Expenses	20,250.00	17,250.00	4,528.13	9,056.26	44.7%	52.5%
Miscellaneous Other Expense	133,875.00	137,000.00	35,142.19	70,284.38	52.5%	51.3%
Office of Planning						
Salaries and Wages	229,429.00	238,463.00	61,982.03	123,964.06	54.0%	52.0%
Other Expenses	6,508.00	10,000.00	2,625.00	5,250.00	80.7%	52.5%
Miscellaneous-Other Expenses (Redevelopment)	268,000.00	268,000.00	88,000.00	268,000.00	100.0%	100.0%
Miscellaneous-Other Expenses (Master Plan)		20,000.00		20,000.00		100.0%
Office of the Tax Assessor						
Salaries and Wages	134,665.00	147,507.00	38,720.59	77,441.18	57.5%	52.5%
Other Expenses	6,200.00	6,200.00	1,627.50	3,255.00	52.5%	52.5%
Miscellaneous Other Expenses	61,400.00	78,195.00	9,473.81	55,000.00	89.6%	70.3%
Municipal Court						
Salaries and Wages	345,772.00	362,032.00	95,033.40	190,066.80	55.0%	52.5%
Other Expenses	174,565.00	177,367.00	10,000.16	141,559.00	81.1%	79.8%
Municipal Public Defender						
Salaries and Wages	22,000.00	22,000.00	5,775.00	11,550.00	52.5%	52.5%
Unclassified:						
Utilities:						
Electricity	323,400.00	363,000.00	84,892.50	169,785.00	52.5%	46.8%
Telephone	165,000.00	165,000.00	43,312.50	86,625.00	52.5%	52.5%
Natural Gas	107,300.00	142,000.00	20,000.00	98,166.25	91.5%	69.1%
Street Lighting	560,000.00	553,000.00	163,000.00	310,000.00	55.4%	56.1%
Fire Hydrant Service	173,000.00	181,675.00	45,412.50	90,825.00	52.5%	50.0%
Water	65,300.00	69,500.00	17,141.25	34,282.50	52.5%	49.3%
Other (specify)						
Sewer	7,500.00	8,000.00	500.00	8,000.00	106.7%	100.0%
Diesel Fuel	196,650.00	233,000.00	88,129.37	174,750.00	88.9%	75.0%
Gasoline	315,700.00	295,000.00	78,378.75	221,250.00	70.1%	75.0%
Accumulated Leave Compensation						
Salaries and Wages	1,000.00	1,000.00				
Total Operations (Item 8(A)) within "CAPS"	34,249,877.54	35,949,181.51	8,848,398.07	20,327,591.71	59.4%	56.5%
B. Contingent						
Total Operations Including Contingent- within "CAPS"	34,249,877.54	35,949,181.51	8,848,398.07	20,327,591.71	59.4%	56.5%
Deferred Charges and Statutory Expenditures- Municipal within "CAPS"						
DEFERRED CHARGES:						
Apruzzese, McDermott, Mastro & Murphy (labor attorney)	915.00	0.00				
Lanigan (Police vest)	499.00	0.00				
STATUTORY EXPENDITURES:						
Public Employees Retirement System	0.00	0.00				
Social Security System (O.A.S.I.)	797,924.00	841,612.00	226,643.11	445,000.00	55.8%	52.9%
Consolidated Police & Firemens Pension	12,916.92	13,723.13		13,723.13	106.2%	100.0%
Police & Firemens Retirement System of New Jersey	0.00	2,256,758.00		2,256,758.00		100.0%
Total Deferred Charges and Statutory Expenditures-Municipal within "CAPS"	812,254.92	3,112,093.13	226,643.11	2,715,481.13	334.3%	87.3%
Total General Appropriations for Municipal Purposes within "CAPS"	35,062,132.46	39,061,274.64	9,075,041.18	23,043,072.84	65.7%	59.0%
(A) Operations - Excluded from "CAPS"						

Budget Appropriations 2009	ADOPTED 2008 BUDGET	MAYOR'S 2009 WORKING BUDGET	Emergency Temporary Budget Approp. 03/24/2009	CUMULATIVE TEMPORARY BUDGET	PERCENTAGE OF 2008	PERCENTAGE OF PROPOSED 2009
Maintenance of Free Public Library	1,447,592.40	1,664,731.26	478,008.04	915,000.00	63.2%	55.0%
Police and Fire Retirement System	2,181,479.00	0.00				
Public Employees Retirement System	472,471.00	668,163.00		668,163.00	141.4%	100.0%
Disposal Costs (Sanitation and Recycling)						
Other Expenses (Recycling)	34,000.00	34,000.00		34,000.00	100.0%	100.0%
Insurance						
Group Plans for Employees	0.00	0.00				
Total Other Op Excluded From Caps	4,135,542.40	2,366,894.26	478,008.04	1,617,163.00	39.1%	68.3%
Implementation of "911" System						
Other Expenses	62,727.36	67,736.44		67,736.44	108.0%	100.0%
Total Interlocal Municipal Service Ag.	62,727.36	67,736.44		67,736.44	108.0%	100.0%
State and Federal Programs Off-Set by Revenues						
State of New Jersey						
Department of Environmental Protection						
Clean Communities Grant	34,675.60	0.00				
County Grant						
Monmouth County Office on Aging						
Senior Citizen Program						
Monmouth County Share	25,000.00	25,000.00		25,000.00	100.0%	100.0%
City Share	221,485.00	221,485.00		221,485.00	100.0%	100.0%
State of New Jersey						
Department of Health						
Public Health Priority Funding						
Act of 1977	15,124.00	14,994.00		14,994.00	99.1%	100.0%
State of New Jersey						
Department of Motor Vehicle						
Drunk Driving Enforcement	11,946.22	0.00				
County Grant						
Monmouth County Department of Alcohol & Drug Abuse						
Division of Alcohol & Drug Abuse						
County Share	32,720.00	30,472.00	(2,248.00)	30,472.00	93.1%	100.0%
Municipal Match	8,180.00	7,618.00	(562.00)	7,618.00	93.1%	100.0%
State Grant						
Safe and Secure Communities Grant						
State of New Jersey Grant						
Alcohol Education & Rehab						
State of New Jersey						
Urban Enterprise Zone Administration						
UEZ Administrative Budget	0.00	0.00				
UEZ Security Phase X	130,000.00	0.00				
UEZ Redevelopment Assistance 2008	100,000.00	0.00				
UEZ Facade Assistance						
State of New Jersey						
Division of Criminal Justice						
Body Armor Replacement	10,836.66	0.00				
State of New Jersey						
Pandemic Flu Preparedness	0.00	0.00				
State of New Jersey						
Body Armor Replacement (Zylon)						

Budget Appropriations 2009	ADOPTED 2008 BUDGET	MAYOR'S 2009 WORKING BUDGET	Emergency Temporary Budget Approp. 03/24/2009	CUMULATIVE TEMPORARY BUDGET	PERCENTAGE OF 2008	PERCENTAGE OF PROPOSED 2009
U. S. Department of Justice Office of Justice Programs Edward Byrne Memorial Justice Assistance Grant (NEP)						
Monmouth County Historical Commission Library Grant (Exterior Rehab)	0.00	0.00				
State of New Jersey Recycling Tonnage Grant						
US Department of Justice Bulletproof Vest Partnership						
State of New Jersey Cops in Shops Grant						
Firemans Fund Insurance Company Grant		25,000.00	25,000.00	25,000.00		100.0%
U. S. Dept. of Transportation Federal Transit Administration (FTA G-15 Oct. 1, 2008)		1,563,989.00	1,563,989.00	1,563,989.00		100.0%
Total State and Federal Programs Off-Set by Revenues	589,967.48	1,888,558.00	1,586,179.00	1,888,558.00	320.1%	100.0%
Total Operations Excluded from "CAPS"	4,788,237.24	4,323,188.70	2,064,187.04	3,573,457.44	74.6%	82.7%
Capital Improvements - Excluded from "CAPS"						
Capital Improvement Fund	200,000.00	200,000.00		200,000.00	100.0%	100.0%
Capital Projects:						
State of New Jersey Dept. of Transportation Grants Third Ave. Phase	166,000.00	0.00				
Total Capital Improvements Excluded from "CAPS"	366,000.00	200,000.00		200,000.00	54.6%	100.0%
Municipal Debt Service Excluded from "CAPS"						
Payment of Bond Principal	916,000.00	1,239,000.00		1,239,000.00	135.3%	100.0%
Payment of Bond Principal (Grant CDBG)	0.00	0.00				
Payment of Bond Anticipation Notes	44,500.00	0.00				
Payment of Bond Anticipation Notes (Grant)	0.00	0.00				
Interest on Bonds	1,527,842.32	1,484,607.28		1,484,607.28	97.2%	100.0%
Interest on Bonds (Grant - CDBG)	0.00	0.00				
Interest on Notes	130,893.33	193,147.50		193,147.50	147.6%	100.0%
Interest on Notes (Grant)	0.00	0.00				
Interest and Principal on Green Trust	136,751.98	136,751.96		136,751.96	100.0%	100.0%
Interest and Principal on Unsafe Bldg. Demo Grant (DC)	29,508.60	29,508.60		29,508.60	100.0%	100.0%
Payment of Special Emerg. Note Principal	60,000.00	60,000.00		60,000.00	100.0%	100.0%
Interest on Special Emergency Notes	8,880.00	3,816.00		3,816.00	43.0%	100.0%
		0.00				
Total Municipal Debt Service - excluded from "CAPS"	2,854,376.23	3,146,831.34		3,146,831.34	110.2%	100.0%
Deferred Charges - Municipal- Excluded from "CAPS"						
(1) DEFERRED CHARGES						
Emergency Authorizations	84,000.00	101,500.00			n/a	
Special Emergency Auth 5 Yr (40A:4-55)	34,000.00	34,000.00			n/a	
Deferred Charges to future taxation-Unfunded	0.00	0.00				
Total Deferred Charges - Municipal- Excluded from "CAPS"	118,000.00	135,500.00				
Total General Appropriations for Municipal Purposes Excluded from "CAPS"	8,126,613.47	7,805,520.04	2,064,187.04	6,920,288.78	85.2%	88.7%

Budget Appropriations 2009	ADOPTED 2008 BUDGET	MAYOR'S 2009 WORKING BUDGET	Emergency Temporary Budget Approp. 03/24/2009	CUMULATIVE TEMPORARY BUDGET	PERCENTAGE OF 2008	PERCENTAGE OF PROPOSED 2009
Total General Appropriations - Excluded from "CAPS"	8,126,613.47	7,805,520.04	2,064,187.04	6,920,288.78	85.2%	88.7%
Subtotal General Appropriations (Items (H-1) and (O))	43,188,745.93	46,866,794.68	11,139,228.22	29,963,361.62	69.4%	63.9%
Reserve for Uncollected Taxes	1,872,954.07	2,492,335.11				
Total General Appropriations	45,061,700.00	49,359,129.79	11,139,228.22	29,963,361.62	66.5%	60.7%

R # 82-09

RESOLUTION ESTABLISHING CHANGE FUND
DEPARTMENT OF RECREATION AND HUMAN SERVICES
DIVISION OF CONSERVATION (BEACHES)

WHEREAS, the City of Long Branch wishes to established a change fund in the Department of Recreation and Human Services, Division of Conservation, in the amount of \$4,000.00; and,

WHEREAS, said fund is required for the Beach operation of the City; and,

WHEREAS, the Director of Recreation and Human Services has requested that this fund be \$4,000.00; 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 Department of Recreation and Human Services, Division of Conservation, be established for the year 2009 at \$4,000.00 and that the Director of Finance is hereby authorized to issue a check or checks to Carl Jennings, Director Recreation and Human Services, in a total amount equal to \$4,000.00, for said purpose.

OFFERED: BROWN
SECOND: GIORDANO
AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009.
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 25th DAY OF MARCH 2009

CITY CLERK, R.M.C.

R# 83-09

**RESOLUTION RE-APPOINTING
SPECIAL POLICE OFFICERS CLASS I FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby re-appoint the following individual as a Special Police Officer Class I for the City of Long Branch:

Scott M. Humphris
David Santos Silva
Jenna Rae Cannon
Christopher A. Rau
John R. Sneddon
Matthew J. Swiger
Tyler A. Brennessel
Jason S. Mendelson
Jonathan J. Figueroa
Racquel T. Gregory
Orin I. McKay

BE IT FURTHER RESOLVED that the effective date of the appointment is March 18, 2009.

MOVED: BROWN
SECONDED: GIORDANO

AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009

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 25th DAY OF MARCH 2009

Irene A. Joline
CITY CLERK, B.M.C.

C 84-09
Resolution of the City of Long Branch, County of Monmouth,
Making Application to the Local Finance Board for
a Reduced Pension Contribution
Pursuant to N.J.S.A 43:15A-24(c) and/or
N.J.S.A. 43:16A-15(9)

WHEREAS, the City Council of the City of Long Branch in the county of Monmouth desires to make application to the Local Finance Board for its approval of a reduced pension contribution pursuant for its Police and Fire Retirement System contribution pursuant to N.J.S.A. 43:15A-24(c) and its Public Employee Retirement System contribution pursuant to N.J.S.A. 43:16A-15(9) for certain normal and accrued liability contributions in the amount of:

- *Police and Fire Retirement System in the amount of \$1,083,813.00*
- *Public Employee Retirement System in the amount of \$297,146.00 ; and,*

WHEREAS, the City Council has made certain determinations concerning this application as required by statute and has completed the required Attachment that documents said determinations; and,

WHEREAS, the City Council of the City of Long Branch determined that it needs to pay the reduced contribution and said determination is in the public interest; and,
the inability of the City of Long Branch to meet the cap without jeopardizing public safety, health, and welfare or jeopardizing the fiscal stability

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch in the County of Monmouth as follows:

Section 1. The reduced pension contribution Attachment, as attached hereto, is incorporated by reference into this Resolution as if contained fully within.

Section 2. The reduced pension contribution for *PFRS in the amount of \$1,083,813.00 and PERS in the amount of \$297,146.00*, pursuant to *N.J.S.A. 43:15A-24(c) and/or N.J.S.A. 43:16A-15(9) et. seq.* have been confirmed by the Chief Financial Officer and are the amounts deemed by the governing body for application to the Local Finance Board and as allowed by the New Jersey Division of Pension and Benefits.

Section 3. The application to the Local Finance Board is hereby approved, and the Chief Financial Officer, along with other representatives of the City of Long Branch are hereby authorized to submit such application and to represent the City of Long Branch in matters pertaining thereto.

Section 4. The Certification of the Chief Financial Officer of the City of Long Branch, is incorporated into this Resolution as a certification of the truth and accuracy of the facts submitted in the application for pension deferral.

Section 5. The Clerk of the City of Long Branch is hereby directed to file a copy of this reduced pension contribution resolution as part of the application with the Local Finance Board.

Section 6. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by law.

MOVED: BROWN

SECONDED: GIORDANO

Recorded Vote

AYE: 4

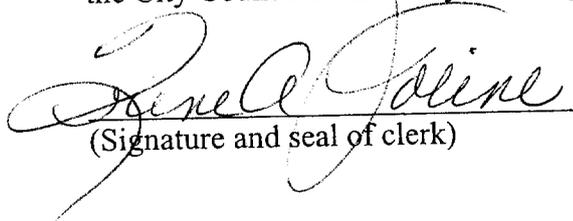
NO: 0

ABSTAIN: 0

ABSENT: 1 - DESTEFANO

Certification of Clerk:

The foregoing is a true copy of a resolution and pension deferral application adopted by the City Council of the City of Long Branch on March 24, 2009.


(Signature and seal of clerk)

3-25-09
Date

Certification of Chief Financial Officer:

I, Ronald J. Mehlhorn Sr., Chief Financial Officer, of the *City of Long Branch* in the County of Monmouth do hereby declare:

1. That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and
2. That this application was considered, confirmed and approved, by this Resolution, by the governing body of the City Council of the City of Long Branch, county, of Monmouth, on March 24, 2009.

Signature of Chief Financial Officer

Date

AUTHORIZE THE SUBMISSION OF A 2009 RECOVERY ACT
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
LOCAL PROGRAM GRANT APPLICATION

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has posted the availability of grant funds for the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG Grant), as provided through the American Recovery and Reinvestment Act of 2009 which provides a no match funding source to units of local government for law enforcement and justice initiative purposes. The aggregate of the available funds for the eligible Monmouth County Communities is \$749,294. Asbury Park is eligible for \$235,214; Neptune Township \$103,815; Long Branch \$91,653; Howell Township \$35,184; Keansburg \$32,795; Middletown \$31,927; Freehold Township \$31,709; Freehold Boro \$28,886; Red Bank \$25,845; Ocean Township \$25,845; Wall Township \$17,592; Belmar \$17,375; Eatontown \$17,375; Aberdeen Township \$16,723; Manapalan \$14,334; Marlboro \$12,814; Neptune City \$10,425

WHEREAS, the Police Department desires to apply for this grant to maintain or to advance the safety of the public and to maintain or to improve the efficiency of the Police Department,

THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Long Branch, that the Mayor, or his designated authority the Chief Financial Officer; and the Director of Public Safety, or their designee are hereby authorized to submit an application for a 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant

BE IT FINALLY RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Business Administrator, and The Director of Public Safety

OFFERED: BROWN
SECOND: GIORDANO
AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY 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 MARCH 24, 2009

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 25th DAY OF MARCH, 2009

Irene A. Joline
CITY CLERK, R.M.C.

