RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON MAY 12, 2009:

R120-09 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE FOR MUNICIPAL COURT AND DRUG PREVENTION PROGRAM OFFICES
(HELD OVER FROM APRIL 28, 2009 MEETING)

R126-09 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

R127-09 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R128-09 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT 2009

R129-09 RESOLUTION CERTIFYING CITY OF LONG BRANCH TAX LEVY – BOARD OF EDUCATION

R130-09 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 12-09

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE FOR MUNICIPAL COURT AND DRUG PREVENTION PROGRAM OFFICES

WHEREAS, the City of Long Branch has outgrown its own office space and as such has previously determined that it is in the City's best interest to lease office space to be used for the City's Municipal Court and Drug Prevention Offices; and

WHEREAS, the City through a Fair & Open Process, advertised to receive proposals on March 31, 2009 for leasing of office space (Fair & Open Notice #004-09) for the aforesaid purposes; and

WHEREAS, 279 Broadway Associates, LLC was the only party who submitted a bid concerning its building located at 279 Broadway in Long Branch, New Jersey; and is annexed hereto; and

WHEREAS, the City has previously entered into a lease with 279 Broadway Associates, LLC, a New Jersey Limited Liability Company, for the same property located at 279 Broadway which is used as the Long Branch Municipal Court and Drug Prevention Offices; and

WHEREAS, the City of Long Branch has had a working relationship with the present landlord and has heretofore determined that the subject office space meets the needs of the City for the intended use; and

WHEREAS, it is the recommendation of the City of Long Branch Business Administrator that the City enter into a lease with 279 Broadway Associates; and

WHEREAS, the lease, based upon the base rent of $125,400.00 per year during the initial three (3) year term, plus an increase in rent payable for the two (2) additional one-year option periods, if exercised, based upon the U.S. Department of Labor Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA, Item: All items, Base Period; 1982-84=100 which is calculated to be approximately a 10% increase over the base; and

WHEREAS, the City of Long Branch can not lease any space which is for less money as any movement from the present location will require extensive additional outlay of funds to bring any location up to approved municipal standards by the Assignment Judge of Monmouth County whose office supervises the Municipal Court System within Monmouth County; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this lease in the following appropriation # 9-01-081-698 ($5,844) and #9-01-128-298 ($25,506) for a sum not to exceed $376,200.00 – continuation of this contract contingent upon provision of additional funds in the 2009 permanent and future year budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch in the County of Monmouth and State of New Jersey, that the Mayor of the City of Long Branch be and the same hereby is authorized to enter into the Lease Agreement attached hereto as "Exhibit B" and made a part hereof for the rental by the City of Long Branch for space needed for the Long Branch Municipal Court and for the City's Drug Prevention Offices; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the City Administrator, the Chief Financial Officer, the City Comptroller, the City Purchasing Agent, and the City Attorney as well as to 279 Broadway Associates, LLC

MOVED: BROWN
SECONDED: GIORDANO

AYES: 5
NAYS: 0
ABSENT: 0
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 MAY 12, 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 13th DAY OF May 2009

Kathy Schoedl

CITY CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

THREE YEAR LEASE OF SPACE F0R OFFICES FOR MUNICIPAL COURT AND SUBSTANCE ABUSE PROGRAM

Said contract being made as follows:

279 BROADWAY ASSOCIATES, LLC $376,200*

Said funds being available in the form of:

2009 TEMPORARY BUDGET
DEPARTMENT OF RECREATION
MISC. OTHER EXPENSE
APPRO. #9-01-081-698 $ 5,844
STATUTORY AGENCIES
MUNICIPAL COURT
APPRO. LINE ITEM #9-01-128-298 $ 25,506
***CONTINUATION OF THIS CONTRACT CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS IN THE 2009 PERMANENT AND FUTURE YEAR BUDGETS.**

Ronald J. Mehlhorn Sr.

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

4/24/09
Date

EXHIBIT A

CITY OF, LONG BMNCH
DOCUMENT SUBMISSION CHECKLIST

REQUIRED		S A D , SIGNED & SUBMITTED
Yes	PROPOSAL AS REQUIRED IN RFQ	☒
Yes	STOCKHOLDER DISCLOSURE CERTIFICATION	☒
Yes	NON-COLLUSION AFFIDAVIT	☒
Yes	AFFIRMATIVE ACTION QUESTIONAIRE	

REVIEWER

Yes	
Yes	MANDATORY AFFIRMATIVE ACTION' LANGUAGE AMERICANS WITH IJISABI ILITIES ACT OF 1990
Yes	N. J. BUSINESS• REGISTRATION REQUIREMENTS ,

EXHIBIT B

Lease Agreement

Business and Commercial

This Agreement is made on the _____ day of _____, **2009**
BETWEEN
279 Broadway Associates, LLC, a New Jersey Limited Liability Company
whose address is:
552 Westwood Avenue
Long Branch, NJ 07740
referred to as the "Landlord,"
AND
The City of Long Branch, a municipal corporation of the State of New Jersey
whose address is:
344 Broadway
Long Branch, NJ 07740
referred to as the "Tenant."

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: A part of the premises located at 279 Broadway, consisting of approximately 4,300 sq. ft. of office space for use by the Municipal Court, and approximately 985 sq. ft. for the Drug Prevention Offices. *See Also Rider attached hereto at paragraph 5 (the "Premises".)

2. **Term.** This Lease is for a term of **Three (3) years** commencing on the 1st day of May, 2009, and ending on the 30th day of April, 2012.

3. **Use.** The Premises are to be used and occupied by the Tenant for use by the Municipal Court and offices and the City's Drug Prevention Offices and/or for any other purpose that the Tenant may deem necessary and proper for its municipal use during the term hereof or any extension or renewals. The Tenant will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. **Rent.** The Tenant agrees to pay **SEE RIDER at paragraph 2** as rent, to be paid as follows: **SEE RIDER** per month, due on the **1st** day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant.

5. **Repairs and Care.** The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

6. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy

equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury. Tenant specifically acknowledges that it may not remove the existing drive thru from the building.

7. **Signs.** The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

8. **Utilities.** All utility charges are included in the Rent. See Rider at paragraph 2.

9. **Compliance with Laws etc.** The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

10. **Assignment.** The Tenant may not assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof without the prior written consent of the Landlord which consent shall not be unreasonably withheld, delayed or conditioned. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out-of-pocket expenses, up to a maximum of $N/A per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

11. **Indemnification.** The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 11) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

12. **Mortgage Priority.** This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of

this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

13. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

14. Fire and Other Casualty. If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenantable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

15. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

16. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance

rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

17. **Inspection and Repair.** The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

18. **Removal of Tenant's Property.** Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19. **Events of Default; Remedies Upon Tenant's Default.** The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 10 days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 30 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within 30 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

20. **Termination on Default.** If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

21. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

22. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

23. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

24. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

25. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

26. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

27. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, Landlord shall provide Tenant with a written copy of the most recent test results.

28. Entire Contract. This Lease and attached Rider contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes

or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

29. **Liens.** If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

30. **Security.** The Tenant has deposited with the Landlord the sum of **$0.00** (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Such Security Deposit will be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such Security Deposit, to make good any default by the Tenant, and the Tenant will, on demand, promptly restore the Security Deposit to its original amount. The Landlord will assign or transfer the Security Deposit, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, and the assignee will become liable for the repayment thereof as provided in this Lease, and the assignor will be released by the Tenant from all liability to return such Security Deposit. This provision will be applicable to every change in title and does not permit the Landlord to retain the Security Deposit after termination of the Landlord's ownership. The Tenant will not mortgage, encumber or assign the Security Deposit without the written consent of the Landlord.

31. **Estoppel Certificates.** The Tenant will at any time and from time to time upon not less than 30 days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

32. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

33. **Number and Gender.** In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

SEE ALSO RIDER TO LEASE ATTACHED HERETO AND MADE A PART HEREOF

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

Witnessed or Attested by:

279 Broadway Associates, LLC, Landlord (Seal)

By: Andreas Sahar, Manager

City of Long Branch, Tenant (Seal)

By: Adam Schneider, Mayor

_____ (Seal)

RIDER TO LEASE AGREEMENT
By and Between
279 Broadway, LLC, LANDLORD
and
THE CITY OF LONG BRANCH, TENANT,
for Property located at 279 Broadway, Long Branch, New Jersey.

DATED: _____

1. The purpose of this Rider is to alter, amend, modify and/or clarify certain terms of the Lease Agreement to which it is attached (the "Lease Agreement"). Except as specifically altered, amended, modified and/or clarified herein, the terms of the Lease Agreement shall remain in full force and effect. All conflicts between the Lease and this Rider shall be resolved in favor of this Rider.

2. Rent. Paragraph 4 of the Lease is hereby amended to provide that rent for the term of the Lease shall be $376,200.00; or $125,400.00 per annum, payable at the rate of $10,450.00 per month ("Rent"), allocated as follows:

   $8,502.00 of the monthly Rent is allocated for that portion of the demised premises which is used for the Municipal Court;

   $1,948.00 of the monthly Rent is allocated for that portion of the demised premises which is used for the Drug Prevention Offices.

   Payment of rent shall commence on May 1, 2009. The rent shall be payable on the first day of each calendar month in accordance with paragraph 4 of the Lease. Notwithstanding the foregoing, if the execution of this Lease occurs on a day other than the first of the month, payment shall be pro-rated based upon the number of days remaining in the month.

   Rent shall include all utilities, taxes and other expenses. It is specifically understood and agreed by the parties hereto that the Tenant's financial obligations during the term of this Lease shall be limited to the Rent as set forth above.

3. Option. Tenant shall have the option to renew the Lease for two (2) additional periods of one (1) year each. The terms of the option period shall remain the same as those of the initial term, except the rent for the option period shall be increased based upon the US Department of Labor Consumer Price Index-All Urban Consumers, Not Seasonally Adjusted, Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA, Item: All items Base Period: 1982-84=100.

   Tenant shall exercise the option in writing no later than ninety (90) days prior to the expiration of the current Lease term.

4. Tenant's Right to Terminate Lease Based Upon Budgetary Constraints. If due to

budget constraints and/or non-appropriation of funds in any of Tenant's budgets, prospectively, through term of this Lease and/or any renewals thereof, the Tenant determines that it cannot continue its financial obligations under the Lease beyond the period for which funds were certified, Tenant shall be entitled to cancel the remaining term of this Lease, without penalty, by giving Landlord ninety (90) days written notice of the Tenant's intent to cancel the Lease.

5. Construction to Premises. The Landlord is aware that the Tenant intends to renovate and refurbish that portion of the Premises which is used as the Municipal Court during the term of this Lease. Landlord agrees that they shall provide to Tenant the use of approximately 2,025 sq. feet of additional space on the fifth (5th) floor of the building as a temporary working space for the Municipal Court operation during construction, at no additional cost to the Tenant, for a period of three (3) months, beginning May 1, 2009.

6. Annual Pay to Play Requirements. From and after the date of this Lease, Landlord shall file, annually, a mandatory disclosure statement on political contributions, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c.271 §3), if the Landlord receives contracts in excess of $50,000.00 from public Entities in a calendar year. It is the Landlord's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at its website, www.elec.state.nj.us.

7. Mandatory Equal Employment Opportunity Language Pursuant to N.J.S.A. 10:5-31, et seq. (See Exhibit A attached hereto and made a part hereof).

8. Americans With Disabilities Act of 1990. (See Exhibit B attached hereto and made a part hereof).

9. Business Registration Certificate Compliance. (See Exhibit C attached hereto and made a part hereof).

10. Landlord's Stockholder Disclosure Certification. (See Exhibit D attached hereto and made a part hereof).

11. Landlord's Non-Collusion Affidavit. (See Exhibit E attached hereto and made a part hereof).

12. Landlord's Required Evidence- Affirmative Action Regulation (N.J.A.C. 17:27; P.L. 1975, c.127). (See Exhibit F attached hereto and made a part hereof).

13. Broker. The parties represent each to the other that no real estate brokers were involved in bringing about this transaction. Each party does hereby agree to indemnify, save harmless and defend the other from and against any and all claims, demands, costs, fees, charges, expenses of any nature whatsoever arising out of any action based upon a claim inconsistent with the representations contained herein.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

WITNESS:

_____

_____

279 BROADWAY ASSOCIATES, LLC
Landlord

By:_____
Andreas Sahar, Manager

CITY OF LONG BRANCH, Tenant

By:_____
Adam Schneider, Mayor

R126-09

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

WHEREAS, the City of Long Branch, in accordance with N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29, may, by resolution, and without public advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Long Branch has the need to purchase goods or services utilizing State contracts on a timely basis; and

WHEREAS, the City intends to enter into contracts with the attached referenced State Contract Vendors through this resolution and properly executed contracts/and or purchase orders, which shall be subject to all the conditions applicable to the current State contracts.

WHEREAS, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract vendors on the attached list, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Long Branch City Council that, pursuant to N.J.A.C.5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced State Contract vendors shall be from date of adoption of this resolution through December 31, 2009, or the date of expiration of the State Contract, whichever is sooner.

OFFERED: BROWN

SECOND: GIORDANO

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, DEPUTY MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 12, 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 13th DAY OF May 2009

Kathy Schmelz
DEPUTY MUNICIPAL CLERK, R.M.C.

ATTACHMENT A-1
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Emergency Radio & Telephone Equip.	Zetron, Inc. *Authorized Dealer List	69908	1044	9/30/09
Stone, Sand, Gravel	Trap Rock	73443	T0142	2/28/11
Wireless Devices and Services	Verizon Wireless	64428	T216A	6/30/09
Telecommunications Eqp., Wired	Shared Technologies Fairchild	42117	T1316	8/31/09
Repair Service-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	73501	T2108	2/29/12
Repair Service-Hvy Duty Truck/Bus	Smith Motor Co.	73509	T2108	2/29/12
Repair Service-Hvy Duty Truck/Bus	Ram Hydraulics, Inc.	73519	T2108	2/29/12

R# 127-09

RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
TAX COURT OF NEW JERSEY
JUDGMENT

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the year(s) indicated and,

WHEREAS, the taxes on the certain property for the tax year(s) are overpaid and,

BE IT RESOLVED, that the City of Long Branch refund to the taxpayer(s) shown below the amount of the tax overpaid and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown below in the total amount of $168.37.

BLOCK	LOT	NAME	YEAR	AMOUNT
79	2	David Ashkenazi, David, Ronald and Ezra E. 18 Cottage Avenue Long Branch, NJ 07740	2007	168.37

MOVED: BROWN
SECOND: GIORDANO
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, DEPUTY MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 12, 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 13th DAY OF MAY 2009

Kathy Schmelz
DEPUTY MUNICIPAL CLERK, R.M.C.

R# 128-09

RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT 2009

WHEREAS, the City of Long Branch wishes to procure the services of various bands to provide musical performances at Pier Village, August 13, 2009 for a musical performance by After the Reign and Chuck Lambert / Chuck Lambert Band at the Band Shell at Broadway Park on May 23, 2009; and

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

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

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by After the Reign LLC and the Chuck Lambert Band that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation #9-01-012-801 for an amount not to exceed $1,000.00 / #G-08-086-432 in an amount not to exceed $700.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a contract with After the Reign for a musical performance at Pier Village on August 13, 2009 and Chuck Lambert Band for a musical performance at the Band Shell at Broadway Park on May 23, 2009.

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

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

MOVED: BROWN
SECONDED: GIORDANO
AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, DEPUTY MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 12, 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 13th DAY OF May 2009

Kathy Schmelz
DEPUTY MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

CONTRACTS FOR MUSICAL ENTERTAINMENT
FOR VARIOUS SUMMER ENTERTAINMENT EVENTS

Said contract being made as follows:

AFTER THE REIGN LLC	**$1,000**
CHARLES LAMBERT/	
CHUCK LAMBERT BAND	**$ 700**

Said funds being available in the form of:

2009 BUDGET	
ADMINISTRATOR'S OFFICE	
SPECIAL EVENTS	
APPRO. #9-01-012-801	**$1,000**
GRANT BUDGET	
UEZ BROADWAY BUSINESS GRANT	
APPRO. #G-08-068-432	**$ 700**

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

5-5-09
Date

R# 129-09

RESOLUTION CERTIFYING CITY OF
LONG BRANCH TAX LEVY – BOARD OF EDUCATION

WHEREAS, based on election results from the April 21, 2009 Board of Education election, it appears that the general fund tax levy for the base budget of the City of Long Branch School District has been defeated by the voters; and

WHEREAS, it is the responsibility of the municipal governing body to certify the taxes to the County Board of Taxation; and

WHEREAS, the municipal governing body may certify the original amounts which appeared on the ballot; and

WHEREAS, the City of long Branch has a minimum tax levy in the amount of $31,570,923.00 which equals an amount sufficient for district spending at parity when added to certain state aids; and

WHEREAS, an Abbott district cannot reduce its tax levy until it exceeds that level of spending and the district is spending at parity.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby certify the amount of $31,570,923.00 which was the original general fund tax levy on the ballot and the amount of the general fund tax levy being certified by the City Council for the base budget.

MOVED: BROWN
SECONDED: GIORDANO

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, DEPUTY MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 12, 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 13th DAY OF May 2009

Kathy Schmelz
DEPUTY MUNICIPAL CLERK, R.M.C.

********** Edits Were Run and No Errors Were Detected **********

New Jersey Department of Education
Division of Finance
Certificate and Report of School Taxes
(2009-2010 School Year)

A4F - FORM A

03/16/2009
10:54:24
0121

MONMOUTH - LONG BRANCH CITY

Accounts (1)	Tax Levy Certified by Board of School Estimate, Municipality, Commissioner or Voted (2)	Balance of Levy from 2008-09 to be raised in 2009 (3)	Amount in col. 2 to be raised in 2009 Levy (4)	Total 2009 Tax Levy (5)	Amount in col. 2 Deferred to 2010 Levy (6)
General Fund	31,570,923.00	15,785,461.00	15,785,462.00	31,570,923.00	15,785,461.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Totals	31,570,923.00	15,785,461.00	15,785,462.00	31,570,923.00	15,785,461.00

Tax certification of prior year received too late for 2008 levy. 0.00
Other* 0.00

Grand Total 31,570,923.00

*This line should be used for adjustments which are not part of the budget.

CERTIFICATION

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of LONG BRANCH CITY County of MONMOUTH for the 2009-2010 school year and that the sum of $ 31,570,923.00 is required to be levied for local school district purposes for the calendar year 2009.

Board of Education of LONG BRANCH CITY, N.J.

Board Secretary — Date 5/12/09

It is hereby certified that the sum of $31,570,923.00 is required to be levied for local district school taxes for the calendar year 2009.

LONG BRANCH CITY

Municipal Clerk — Date 5-12-09

R# 130-09

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: 5

NAYES: 0

ABSENT: 0

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 May 12, 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 13th day of May, 2009

Kathy Holmes

Irene A. Joline, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of May 12, 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.

279 Broadway Associates	Rent for Municipal Court & Drug Office - April & May 2009	*	20,450.00	
3M Company	Reflective Sheeting for Striping & Decaling of Police Vehicles - Police Dept.		636.00	
A & L Auto Repair	Towing - 4/4/2009 - PD #36 - DPW		30.00	
A.R. Communications	Reconditioned Radios - Public Works		350.00	
Action Office Supplies	(2) File Carts - Purchasing Dept.		106.62	
All Industrial Safety Products	Gloves & Reflective Vests - DPW		464.41	
Allied Building Products	Materials for Morris Avenue Comfort Station - Public Works		3,756.11	
Allied Oil Company	Diesel Fuel Delivered - 4/13/2009 - Public Works		7,174.80	
AT&T	Utilities - Telephone - 3/31/2009 - Various Locations	*	1,249.05	
AT&T	Utilities - Telephone - 4/9/2009 - Various Locations	*	34.00	
Atlantic Plumbing Supply	Plumbing Materials - Morris Avenue Comfort Station - Public Works		303.29	
Auto Parts	Miscellaneous Auto Parts - March 2009 - Public Works/ Fire Department		90.51	
Auto Zone	Misc. Automotive Parts - February & March 2009 - DPW		2,458.57	
Best Expressions	Promotional Items (Pencils) for G.R.E.A.T. Graduation - Police Dept.		116.60	
Birdsall Engineering	Engineering Services Rendered - General - March 2009		3,412.97	Pymt #3
Birdsall Engineering	Engineering Services Rendered - Meetings & Reports - March 2009		250.00	Pymt #3
Brennan's Deli	Food for Redevelopment Team Meeting - 4/23/2009 - Administration		78.00	
Builders General Supply	Materials for Entrance Signs for Beachfront - Public Works		195.86	
Bullet Lock & Safe Co	Miscellaneous Keys & Locks - March 2009 - Traffic/ Public Works		185.95	
Central Jersey Council of Government	Membership for Administration		300.00	
Century Office Products, Inc	Copier Maintenance - Various Departments - 03/01 - 06/30/2009		6,362.00	
Cherry Valley Tractor Sales, Inc	Miscellaneous Parts - Beach Equipment/Tractor - Public Works		3,035.11	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	179,783.47	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	826,688.04	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	403,345.24	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	271,892.65	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	210,855.71	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	33,722.11	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	792,965.93	
Coast Hardware	Misc. Hardware - March 2009 - DPW		555.99	
Collage Video	Exercise DVD's for Wellness Day - Senior Affairs		303.19	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Complete Security Systems, Inc	Inspections - 04/01/2009-03/31/2010 - Recreation/ City Hall Building		1,510.00	
Concept Printing & Promotions	18" Promotional Lanyards - Administration		193.00	
Conte's Car Wash	Motorcycle/Car Wash Contract - April 2009		1,188.50	
Continental Fire & Safety	Helmet Shields for Fire Dept Officers & Chiefs - Fire Department		3,242.27	
CWA Local 1034, Branch 4	Dental/Vision - May 2009	*	5,900.00	
Davis Equipment Sales, Inc	Miscellaneous Parts for Surf Rake - Public Works		313.92	
Dell Computer Corp.	Battery for Laptop - IT-Administration		129.59	
Eastern Concrete Materials	Materials for Morris Avenue Comfort Station - Public Works		469.65	
Edward Mazzacco	Mileage Reimbursement - First Quarter - Tax Collector's Office		39.60	
Edwards Tire Co., Inc	Tires - Public Works / Fire Dept.		1,505.07	
Eric Reisher	Technical Support Services - March 2009 - L.B. Cable Commission		500.00	
F & C Automotive Supply	Miscellaneous Auto Parts - Public Works/ Fire Department		139.32	
Fax Express	Maintenance Agreement for Fax Machine at Switchboard - 4/3/2009-4/2/2010		420.00	
Fine Fare	Supplies for Basketball Awards Dinner - 4/18/2009 - Recreation Dept.		72.99	
Fire & Safety Systems	Sprinkler System Service & Inspection - DPW		285.00	
Fort Dearborn Life Insurance	Life Insurance - May 2009	*	1,329.27	
G & M Trophy	Trophies & Plaques for Basketball All Stars Team - Recreation Dept.		490.40	
Gagliano Appraisal	2009 Tax Court Appeals - March / April 2009		1,625.00	Pymt #9-10
Gen-El Safety & Industrial Products	Misc. Equipment - Fire Dept.		161.00	
General Sales Admin	Cable Wire for Wiring Strobe Lights on Police Vehicles		330.00	
Gerald Carroll	Reimbursement for E-Mail Services for City Network - April / June 2009 - IT-Administration		29.97	
GF United Auto Service	Repair Radiator - PW F-2 - DPW		45.00	
Global Gov't Education	Computer Supplies - Public Works / Comptroller's Office		124.50	
Gov Sec U.S. Law & Ready 2008	Exposition - Training for Homeland Security - OEM		585.00	
Health Net of New Jersey	Health Benefits - May 2009	*	92,918.84	
Horizon Blue Cross Blue Shield	Health Benefits - May 2009	*	282,557.16	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	16,881.31	
Jamm Printing	Various Printed Forms - Health Dept.		153.00	
Jersey Central Power & Light	Utilities - Electric - 1/30-4/21/2009 - Various Locations	*	59,855.93	
Jersey Elevator Co.	Elevator Maintenance at City Hall Building - April / June 2009 - DPW		481.38	
John Guire Company	Miscellaneous Tools/ Equipment - March 2009 - Public Works		35.95	
Joseph Fazzio - Wall, LLC	Materials for Roof - OCED Building - Public Works		2,646.12	
Kevin Condon	Reimbursement of Toll for Verazano Bridge - 4/24/2009 - Police Dept.		10.00	
Lab Safety Supply	Waste Bags - Health Dept.		322.66	
Lanigan Associates	Concealable Police Vests - Police Department		2,544.00	
Law & Public Safety Institute	Registration - Background Invest. Seminar - 4/13/09 - Lt. Rizzuto & P.O. Camacho - Police Dept.		200.00	
Lawson Products	Misc. Hardware for DPW Stock		410.28	
Lesco Inc.	Seed/Fertilizer for Various Locations - DPW		1,683.00	
LHR Technologies	Misc. Tools & Equipment - DPW		1,978.99	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

LT. Jason Roebuck	Investigative Funds - Police Dept.	*	500.00	
Maaco Auto Painting & Bodyworks Center	Paint Vehicle - Public Works		650.00	
Marian K. Akana	Events Coordinator for "Art In The Park" - Memorial Day Weekend 2009 - Feb. / April 2009		2,760.00	Pymt #1-3
MCAA of New Jersey	Registration - Spring Conference - 5/7-5/8/09 - T. Turner & D. Stamberger - Municipal Court	*	400.00	
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Zoning Board Attorney - November 2008		62.50	Pymt #2
Monmouth Building Center	Plexi Glass for Beach Signs - Public Works		728.00	
Motorola C & E Inc	Vehicular Charger - Public Works		624.00	
Mr. John	(3) Port-A-John's - Traux Park & Van Court Park - March 2009 - DPW		44.42	
New Jersey American Water	Utilities - Water - 3/9-4/8/2009 - Various Locations	*	1,596.46	
New Jersey Natural Gas	Utilities - Gas - 3/3-4/13/2009 - Various Locations	*	4,158.23	
NJ Association School Resource Officers	Membership Renewal - 7/1/2009-6/30/2010 - DSgt. Gotfredsen - Police Dept.		25.00	
NJ Fire Equipment	(6) Face Masks - Fire Dept.		1,323.00	
NJASCD	Registration for Workshop - 3/27/2009 - P. Krosnicki - Senior Affairs		15.00	
NJ-IAAO	Registration - Tax Appeal Seminar - 3/19/2009 - J. Butow - Tax Assessor's Office		120.00	
Office Needs	Printer Cartridges - Various Depts.		486.14	
Party Fair	Supplies for Volunteer Celebration - 4/24/2009 - Senior Affairs		218.00	
Party Line	Tables & Chairs for Board of Education Election - 4/21/2009 - City Clerk's Office		235.43	
Perry's Trophy Co.	Plaque for X-Chief's Brunch - 4/26/2009 - Fire Dept.		40.00	
Peter Strub	Reimbursement for Expenses Incurred - ASAP Conference - 2/5-2/6/09 - Human Services		26.03	
Phoneware Limited	Annual License & Support for Central Telephone System - April 2009 / April 2010		487.00	
Red The Uniform Tailor	Uniform for S. Pooler & A. Owens - Police Dept.		361.45	
Rose Leonard	Watercolor Instruction - 4/23/2009 - Senior Affairs		70.00	
Rutgers University	Registration - Re-Certification for Registrars - 4/22/09 - T. Brown - Health Dept.		132.00	
Saker Shoprites	Food for Volunteer Celebration - 4/24/2009 - Senior Affairs		456.18	
Scoles Floorshine Industries	Janitorial Supplies for City Hall Building - DPW		1,076.83	
Seaside Materials Inc	Materials for Morris Avenue Comfort Station - Public Works		26.60	
Staples	Office Supplies - Finance Director		57.87	
Storr Tractor Company	Misc. Parts for Lawn Mowers - Public Works		3,061.85	
Technatype	Typewriter Ribbons - Health Dept.		39.96	
Thomas Reuters	(2) PPC QuickBooks Solutions (Manual & Computer Software) - Finance Director		236.00	
Thompson Design Group	Professional Services Rendered - General Matters - March 2009		1,035.55	Pymt #5
Tina Brown	Mileage Reimbursement - Re-Certification Class - 4/22/09 - Health Dept.		11.40	
Tropicana Casino & Resort	Room Reservation - Emergency Prep. Conference - 5/7-5/8/09 - Hayes/Dziuba/Shirley - OEM	*	272.00	
Trump Marina	Room Reservations - N.J.N.E.O. Conference - 6/8-6/12/09 - Street Crimes Unit - Police Dept.	*	816.00	
Tuzzio's	Food for Various Events in March & April 2009 - Recreation Dept. / Senior Affairs		455.00	
United Parcel Service	Ground Transportation - Finance Dept.		18.85	
USA Mobility	Pager Service - 4/1-6/30/2009 - Various Depts.	*	28.61	
Verizon	Utilities - Telephone - 4/1-4/11/2009 - Various Locations	*	10,973.04	
Verizon Wireless	Laptop Service - 4/12/2009 - Various Depts.	*	2,000.46	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Verizon Wireless	Cell Phone Service - 4/16/2009 - Various Depts.	*	2,161.82	
Vision Service Plan	Vision - May 2009	*	1,324.84	
Visiting Nursing Services of Central Jersey	Public Health Nursing Services - Second Quarter		3,192.00	
W.B. Mason	Various Office Supplies - Various Depts.		1,631.99	
Warshauer Electric Supply	Electrical Materials for Morris Avenue Comfort Station - DPW		899.20	
Y-Pers	Rags for Municipal Garage/ City Hall Building		201.22	
Zaf's Service Center	Gasoline for Police Dept. Motorcycles - March 2009		25.04	
Zep Manufacturing Co.	Consumable Supplies for Municipal Garage & Fire Dept.		868.26	
TOTAL CURRENT			**3,300,393.08**	
Birdsall Engineering	Engineering Services Rendered - 2007 Road Program - Third Ave. - NJ DOT - March 2009		5,414.00	Pymt #16
Birdsall Engineering	Engineering Services Rendered - Third Avenue Road Program - Phase III - March 2009		596.00	Pymt #7
Birdsall Engineering	Engineering Services Rendered - Third Avenue Road Program - Phase II - March 2009		447.00	Pymt #6
Birdsall Engineering	Engineering Services Rendered - Cherry St. Park Site Investigation - March 2009		83.70	Pymt #9
Birdsall Engineering	Engineering Services Rendered - Municipal Court Facilities - March 2009		420.00	Pymt #1
City of Long Branch Clearing Account	Reimburse Clearing Account	*	750.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	92,588.06	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	69,070.79	
D.W. Smith Associates	Engineering Services Rendered - Manahasset Creek Project Meetings - Feb. & March 2009		672.50	Final Pymt
Freehold Soil Conservation District	Re-Inspection Fee for Manahassett Creek Park	*	750.00	
Oceanside Service Inc	Installation of A/C System - Radio Control Room - Police Department		3,439.00	
RCC Consultants	Consulting Services Rendered - Police Radio Project - March 2009		1,147.50	Pymt #3
W.B. Mason	Hard Floor Chair Mats - Dispatch Center - Police Department		331.85	
TOTAL CAPITAL			**175,710.40**	
Auto Zone	Misc. Automotive Parts - March 2009 - Animal Control		57.59	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,093.88	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,819.56	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,788.73	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	780.00	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	364.71	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	4,729.17	
Conte's Car Wash	Car Wash Contract - April 2009		46.26	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Fort Dearborn Life Insurance	Life Insurance - May 2009	*	2.94	
Geese Chasers	Geese Maintenance Control - Lake Area - April 2009		1,079.00	Pymt #4
Health Net of New Jersey	Health Benefits - May 2009	*	1,368.29	
Horizon Blue Cross Blue Shield	Health Benefits - May 2009	*	2,115.57	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	188.06	
Verizon Wireless	Cell Phone Service - 4/16/2009 - Animal Control	*	113.24	
Vision Service Plan	Vision - May 2009	*	31.46	
TOTAL DOG			**21,578.46**	
Auto Zone	Misc. Automotive Parts - March 2009 - Community Dev.		263.89	
Birdsall Engineering	Engineering Services Rendered - Cherry Street Park Oversight - February / March 2009		192.50	Pymt #6
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,770.26	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,242.75	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,551.58	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,842.10	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	271.89	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	3,498.37	
Conte's Car Wash	Car Wash Contract - April 2009		77.10	
Fort Dearborn Life Insurance	Life Insurance - May 2009	*	9.80	
Health Net of New Jersey	Health Benefits - May 2009	*	1,368.29	
Horizon Blue Cross Blue Shield	Health Benefits - May 2009	*	1,682.98	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	156.16	
Tuzzio's	Annual Awards Dinner for 220 Attendees - Basketball Program - 4/25/2009 - Comm. Dev.		1,200.00	
United Rentals	Equipment Rental - Equipment Needed to Spackle Exterior Wall of Atlantic Firehouse		1,034.00	
Vision Service Plan	Vision - May 2009	*	25.52	
TOTAL HUD			**22,187.19**	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	18,638.79	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	500.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,440.74	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,757.62	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	61,295.80	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	13,272.58	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Unemployment - April 2009	*	1,407.15
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	211.04
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	7,229.70
Danielle Golba & Assoc.	Professional Services Rendered - September 2008 - Zoning Board		80.00
E M Waterbury & Assoc.	Engineering Services Rendered - August 2008 / March 2009 - Zoning Board		4,064.75
Fort Dearborn Life Insurance	Life Insurance - May 2009	*	0.98
Health Net of New Jersey	Health Benefits - May 2009	*	1,965.80
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	78.08
JNH Funding Corp.	Tax Sale Premium	*	600.00
Martin J. Arbus	Legal Services Rendered - January / March 2009 - Planning Board		2,100.00
Michael A. Irene	Legal Services Rendered - December 2008 / March 2009 - Zoning Board		2,341.00
Mooring Tax Asset Gr. LLC	Tax Sale Premium	*	2,100.00
NJ Dept. of Labor - Div. Of Employer Accounts	Unemployment - First Quarter 2009	*	10,720.12
Vision Service Plan	Vision - May 2009	*	12.76
Walter Zwirlz	Inspection of Property - 236 Seaview Avenue - Community Dev.		250.00
TOTAL TRUST OTHER			**139,066.91**

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE