

**RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 14, 2010:**

**R238-10** RESOLUTION AUTHORIZING THE AUCTION OF ABANDONED VEHICLES

**R239-10** RESOLUTION ALLOWING DOGS IN WEST END PARK ON SEPTEMBER 25, 2010

**R240-10** RESOLUTION OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, APPOINTING KATHY L. SCHMELZ, RMC AS MUNICIPAL CLERK FOR THE CITY OF LONG BRANCH

**R241-10** RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO ACCEPT 1983 BAKER FORKLIFT MODEL B70PD, SERIAL #332-30200-2235 FROM THE SEWERAGE AUTHORITY OF THE CITY OF LONG BRANCH

**R242-10** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CANCELLATION OF MORTGAGE FOR ELIZABETH F. OLSEN AT PREMISES KNOWN AS 181 AIRSDALE AVENUE IN THE CITY OF LONG BRANCH

**R243-10** RESOLUTION TO APPLY FOR AND ACCEPT CHOICE SUBSIDY

**R244-10** RESOLUTION APPROVAL PAYMENT OF BILLS

**R245-10** RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE CITY OF LONG BRANCH FOR EMERGENCY TELECOMMUNICATIONS SYSTEM

**R246-10** RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS II FOR THE CITY OF LONG BRANCH

**R247-10** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE FOR USE MUNICIPAL COURT AND DRUG PREVENTION PROGRAM OFFICES IN THE CITY OF LONG BRANCH

**R248-10** RESOLUTION APPOINTING INSURANCE COMMISSION MEMBERS

**R249-10** RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE OPTION AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND LONG BRANCH HOUSING AUTHORITY, AND SUBSIDIARY MAESTRO COMMUNITY REDEVELOPMENT CORPORATION, INC.

**R250-10** RESOLUTION AUTHORIZING 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 COURT URBAN RENEWAL HOMEOWNERSHIP, INC.

**R251-10** RESOLUTION OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY APPOINTING CARLA TOMAS, CTC AS THE TAX COLLECTOR FOR THE CITY OF LONG BRANCH

**RESOLUTION AUTHORIZING THE  
AUCTION OF ABANDONED VEHICLES**

**WHEREAS**, the procedure for disposition of abandoned vehicles in the possession of a municipality is set forth in N.J.S.A. 39:10A-1 provides that when such vehicles remain unclaimed by the owner for a period of 30 days, they may be sold at auction in a public place. The public agency must give notice of sale by certified mail, to the owner, if his name and address are known as to the holder of any security interest filed with the director of the Division of Motor Vehicles and by publication at least seven (7) days before the date of the sale, in a newspaper in which the motor vehicle auction is held; and

**WHEREAS**, the traffic safety officer of the City has requested that the vehicles listed on the attached sheet be auctioned, that proper notice of the sale is advertised as required; and

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, September 24, 2010 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

**BE IT FURTHER RESOLVED**, that the bidders be advised that the items listed below to be auctioned can be viewed at the following locations between the hours of 10:00 am and 2:00 pm, Monday through Friday prior to auction date.

**Collision Repair by Damiano, 225 West Avenue, Long Branch, NJ**

- 1. 2002 Chrysler Seabring Vin # 1C3EL45X72N249481
- 2. 1995 Dodge Ram Van Vin # 2B7HB21YXSK510998

MOVED: **Sirianni**  
 SECONDED: **Pallone**  
 AYES: **5**  
 NAYES: **0**  
 ABSENT: **0**  
 ABSTAIN: **0**

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, **MARY L. SCHEMELZ**, 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 **Sept. 24, 2010**  
 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 **27th** DAY OF **Sept** 20**10**  
**Mary L. Schemelz**  
 MUNICIPAL CLERK, R.M.C.

R# 239-10

**RESOLUTION ALLOWING DOGS IN WEST END PARK  
ON SEPTEMBER 25, 2010**

**WHEREAS**, the Greater Long Branch Chamber of Commerce along with the City of Long Branch and the West End businesses are sponsoring the Long Branch Block Party and Fair, Saturday, September 25<sup>th</sup> in West End; and

**WHEREAS**, one of the highlights of the day will be the Long Branch Pooch Parade; and

**WHEREAS**, ordinance 247-3 of the revised general ordinances of the City of Long Branch states in section B - All dogs and domestic animals are prohibited from all beaches, boardwalks and park property. Nothing herein shall be construed as permitting the running of dogs at-large; and

**WHEREAS**, it would be in the best interest of all involved that the City waive this section of the ordinance for Saturday, September 25<sup>th</sup>, 2010 only.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that ordinance 247-3 (B) be and is hereby waived for the 25<sup>th</sup> day of September, 2010 to allow dogs in West End Park.

MOVED: **Sirianni**  
SECOND: **Pallone**  
AYES: **5**  
NAYES: **0**  
ABSENT: **0**  
ABSTAIN: **0**

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, 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 **September 14, 2010**  
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 **16<sup>th</sup>** DAY OF **September**, 2010  
*Kathy Schemel*  
MUNICIPAL CLERK, R.M.C.

R# 240-10

**RESOLUTION OF THE CITY OF LONG BRANCH, COUNTY OF  
MONMOUTH, STATE OF NEW JERSEY, APPOINTING  
KATHY L. SCHMELZ, RMC AS MUNICIPAL CLERK FOR THE  
CITY OF LONG BRANCH**

**WHEREAS**, Kathy L. Schmelz has been serving as Deputy Municipal Clerk of the City of Long Branch since September 2, 1988; and

**WHEREAS**, Kathy L. Schmelz has been certified as a Registered Municipal Clerk in accordance with N.J.S.A. 40A:9-133.3; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-133.3, the City Council desires to appoint Kathy L. Schmelz, RMC as Municipal Clerk for the City of Long Branch, effective September 1, 2010.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey as follows:

1. That Kathy L. Schmelz is hereby appointed Municipal Clerk for the City of Long Branch effective September 1, 2010 for a term of three years.
2. That a certified copy of this resolution be forwarded to the New Jersey Department of Personnel.

MOVED: *Sigianni*  
SECONDED: *Pallone*

AYES: *6*  
NAYES: *0*  
ABSENT: *0*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT  
REGULAR MEETING HELD ON *September 14, 2010*  
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 *15th* DAY OF *September* 2010  
*Kathy L. Schmelz*  
MUNICIPAL CLERK, R.M.C.

**RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO ACCEPT 1983 BAKER FORKLIFT MODEL B70PD, SERIAL #332-30200-2235 FROM SEWERAGE AUTHORITY OF THE CITY OF LONG BRANCH**

**WHEREAS**, the Sewerage Authority of the City of Long Branch is the owner of a 1983 Baker Forklift Model B70PD, Serial #332-30200-2235; and

**WHEREAS**, pursuant to a Resolution dated August 18, 2010, the Sewerage Authority of the City of Long Branch acknowledged they had no practical use for said forklift; and

**WHEREAS**, the City of Long Branch could utilize the forklift for municipal purposes; and

**WHEREAS**, the Sewerage Authority of the City of Long Branch has offered to transfer ownership of said 1983 Baker Forklift Model B70PD, Serial #332-30200-2235 for the consideration of ONE DOLLAR (\$1.00) pursuant to a Resolution dated August 18, 2010 annexed hereto and made a part hereof; and

**WHEREAS**, the acquisition of said forklift is in the best interest of the City of Long Branch.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Long Branch, that the City of Long Branch is hereby authorized to instruct the Chief Financial Officer to deliver the amount of ONE DOLLAR (\$1.00) to the Sewerage Authority of the City of Long Branch in exchange for the transfer of title to a 1983 Baker Forklift Model B70PD, Serial #332-30200-2235.

**BE IT FURTHER RESOLVED** that a copy of this Resolution should be provided to the Business Administrator of the City of Long Branch for dissemination to the insurance coordinator of the City of Long Branch to insure said vehicle if deemed necessary and appropriate.

**BE IT FURTHER RESOLVED** that a copy of this Resolution should be provided the Executive Director of the Sewerage Authority of the City of Long Branch.

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

MOVED: *Sirianni*  
SECONDED: *Pallone*  
AYES: *5*  
NAYES: *0*  
ABSENT: *0*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, *MARK L. SCHEELE*, 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 *September 14, 2010*.  
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 *14th* DAY OF *September*, 20 *10*.  
*Mark L. Scheele*  
MUNICIPAL CLERK, R.M.C.

## RESOLUTION

Mr. Booth offered the following Resolution and moved its adoption; seconded by Mr. George.

WHEREAS, the Long Branch Sewerage Authority (hereinafter the "Authority") owns a 1983 Baker Forklift Model B70PD, Serial # 332-30200-2235, and

WHEREAS, the Authority has no practical use for said forklift; and

WHEREAS, the City of Long Branch (hereinafter "City") has indicated that it could use the forklift for municipal purposes; and

WHEREAS, the City provides the Authority with various services through the City Public Works Department whose costs, which if not provided by the City, would be paid by the Authority; and

NOW, THEREFORE, BE IT RESOLVED by the Long Branch Sewerage Authority that the Authority agrees to transfer ownership of the 1983 Baker Forklift Model B70PD to the City of Long Branch in consideration for one dollar (\$1.00), and that the Executive Director is authorized to sign any papers necessary to effectuate this resolution.

### ROLL CALL:

Mr. Blaisdell	- ABSENT
Mr. Booth	- AYE
Mr. Brockreide	- AYE
Mr. George	- AYE
Mr. Thornton	- AYE

Date: August 18, 2010  
R5.8-10

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CANCELLATION OF MORTGAGE FOR ELIZABETH F. OLSEN AT PREMISES KNOWN AS 181 AIRSDALE AVENUE IN THE CITY OF LONG BRANCH.**

**WHEREAS**, the City of Long Branch provided a mortgage in the amount of \$14,951.00 to Elizabeth F. Olsen on or about March 30, 2000 which was recorded on April 6, 2000 in Mortgage Book 7066 at Page 228; and

**WHEREAS**, said Mortgage was re-recorded on April 29, 2000 to correct the amount of the Mortgage from \$14,951.00 to \$14,591.00 in Mortgage Book 7082 Page 799; and

**WHEREAS**, said lien was made under a City of Long Branch RCA Program; and

**WHEREAS**, pursuant to correspondence received on August 23, 2010 from Tonya Medina, Housing Technician, of the Office of Community and Economic Development of the City of Long Branch Elizabeth F. Olsen has satisfied the requirements provided to her by the RCA lien and by complying with the requirements the City of Long Branch is in a position and obligated to cancel and discharge the mortgage in the amount \$14,951.00 to Elizabeth F. Olsen given on or about March 30, 2000 and which was recorded on April 6, 2000 in Mortgage Book 7066 at Page 228 and re-recorded on April 29, 2000 to correct the amount of the Mortgage from \$14,951.00 to \$14,591.00 in Mortgage Book 7082 Page 799.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$14,951,00 in Mortgage Book 7066 at Page 228 and re-recorded in the amount of \$14,591.00, in Mortgage Book 7082 Page 799.

MOVED: *Siranni*  
SECONDED: *Pallone*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, 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 *August 14, 2010*  
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 *15th* DAY OF *August* 20 *10*  
*Kathy L. Schemelz*  
MUNICIPAL CLERK, R.M.C.

R # 243-10

**RESOLUTION TO APPLY FOR AND ACCEPT CHOICE SUBSIDY**

**WHEREAS**, the City of Long Branch desires to approve the development of ten (10) units of housing as outlined in Exhibit A for the development known as Seaview Homeownership to be funded under New Jersey Housing and Mortgage Finance Agency's ("the Agency") Choices in Home Ownership Incentives Created for Everyone (CHOICE") program; and

**WHEREAS**, the City of Long Branch to recognize that an affordable housing grant from the Agency for an amount not to exceed the maximum amount allowed in accordance with the CHOICE Subsidy is for the purpose of subsidizing the construction of home ownership, respectively; and

**WHEREAS**, the CHOICE Subsidy will, when applicable, benefit home buyers of the affordable units that will be restricted by the Agency using Uniform Housing Affordability Controls (UHAC) type restrictions with funds to be repaid solely to the Agency at the first unrestricted sale; and

**WHEREAS**, the CHOICE Subsidy will, when applicable, benefit home buyers of the market units that will be restricted by the Agency using the CHOICE program and Subsidy restrictions, with funds to be repaid solely to the Agency at the first sale; and

**WHEREAS**, the City of Long Branch recognizes the City of Long Branch Housing Authority, Pennrose; Maestro CDC the developer/sponsor for the developments; and

**BE IT THEREFORE RESOLVED**, that the City of Long Branch does hereby support he developer/sponsor's application for such grants from the Agency and acknowledges that the processing and expenditure of funds shall be in accordance with the terms of the CHOICE program and the Subsidy.

**BE IT FURTHER RESOLVED**, that the persons whose names, titles, and signatures appear below are authorized by the City of Long Branch to implement this Resolution and that they or their successors in said titles are authorized to sign any documents necessary in connection therewith:

SIGNED \_\_\_\_\_ SIGNED \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

I, \_\_\_\_\_ of \_\_\_\_\_

Hereby certify that a meeting of the \_\_\_\_\_

Held on \_\_\_\_\_ that the above resolution was duly adopted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seal or Notary

Actual expenditure of funds may require a budget amendment as per the Local Budget Law (Chapter 159 Procedure).

OFFERED: Sirianni  
SECOND: Pallone  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 6

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHEELE, 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 September 14, 2010

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 15<sup>th</sup> DAY OF Sept. 20 10

Kathy Schuele  
MUNICIPAL CLERK, R.M.C.

R# 244-10

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: **Sirianni**

SECONDED: **Pallone**

AYES: **5**

NAYES: **0**

ABSENT: **0**

ABSTAIN: **0**

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, 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 ~~September 14~~ **September 14** 2010

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 15<sup>th</sup> DAY OF Sept 2010

Kathy Schemel  
MUNICIPAL CLERK, R.M.C.

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of September 14, 2010. 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 - Bills Dated 7/31 & 8/9/10 - Various Locations	*	1,776.37	
A.M. /P.M. Services	Registration for Seminar - 8/27/2010 - D. Talerico - City Clerk's Office		99.00	
A.R. Communications	Repair Radios - DPW / Fire Dept.		758.40	
Absolute Fire Protection Co.	Service/Repair Ladder on Truck #25-4-90 - Fire Dept.		623.10	
Ace Outdoor Power Equipment	Misc. Parts - Rec #19 - DPW		508.45	
All Hands Fire Equipment	(12) Bail Out Harnesses - Fire Dept.		3,300.00	
Alonzo Rawls	DJ Performance for Beach Party at Laird St. Beach - 8/21/10 - Recreation Dept.		375.00	
AMANJ Education Fund	Registration for Conference - 7/11-7/14/10 - J. Butow - Tax Assessor		250.00	
Amchar Wholesale	Ammunition for Assault Rifles - Police Dept.		566.00	
American Locker Security Systems, Inc.	Pistol Locker - Police Dept.		425.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - July 2010	*	165.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - July 2010	*	25,182.80	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer - July 2010	*	2,500.00	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - General Matters - July 2010		9,602.01	Pymt #1
Atlantic Plumbing Supply Corp.	Plumbing Materials for Various Locations - DPW		384.59	
Auto Parts	Misc. Automotive Parts - June & July 2010 - DPW		192.21	
Auto Zone	Misc. Automotive Parts - May / July 2010 - DPW		16,598.03	
B & H Photo	Camera Equipment for Police Dept. & IT Dept.		1,429.78	
B C M Irrigation	Repairs to Irrigation System - Ocean Avenue South - DPW		175.00	
B. Keith Controls, Inc.	Light Bulbs for City Hall Building - DPW		229.92	
BBP, LLC.	Professional Services Rendered - Redevelopment Coordinator - July & August 2010		10,875.00	Pymt #1-2
Be Our Guest Entertainment	Entertainment for Picnic - 8/25/10 - Senior Affairs		400.00	
Better Housekeeping Shop, Inc.	Air Conditioner for Planning Dept.		285.00	
Beverly Baxter	Ceramic Instruction - July 2010 - Senior Affairs		1,443.75	
Big A Trucking Co.	Mount (8) Tires on Truck #25-6-90 - Fire Dept.		270.00	
Birdsall Engineering	Engineering Services Rendered - UST Investigation - Pax Plaza - June 2010		450.00	Pymt #5
Birdsall Engineering	Engineering Services Rendered - HDSRF Application Prep - June 2010		305.00	Pymt #4
Boundary Fence Co.	Replace Gate at Ocean East Condos - DPW		750.00	
Bristol-Donald Co.	Misc. Parts - Various Vehicles - DPW		844.26	
Buhler Dodge	Misc. Parts - FP #31 - DPW		1,065.84	
Builders' General Supply Co.	Lumber for Memorial Benches - DPW		537.78	
Cablevision Lightpath, Inc.	Monthly Lease of Dark Fiber - August 2010 - IT-Administration		1,500.00	
CDWG	Computer Equipment - DPW		173.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Central Jersey Starter & Alternator, Inc.	Misc. Parts - PW #57 - DPW	75.00
Central Towing & Recovery, Inc.	Towing - 8/10/10 - PW #15 - DPW	216.25
Cherry Valley Tractor Sales	Misc. Parts - R #21 & PD TS#5 - DPW	7,427.13
City of Long Branch Clearing Account	Reimburse Clearing Account	2,135.85
City of Long Branch Clearing Account	Reimburse Clearing Account	27,847.80
City of Long Branch Clearing Account	Reimburse Clearing Account	981,429.32
City of Long Branch Clearing Account	Reimburse Clearing Account	7,817.51
City of Long Branch Clearing Account	Reimburse Clearing Account	210,659.73
City of Long Branch Clearing Account	Reimburse Clearing Account	77,189.01
City of Long Branch Clearing Account	Reimburse Clearing Account	453,396.25
City of Long Branch Payroll Agency	Reimburse Clearing Account	970,646.09
City of Long Branch Payroll Agency	Payroll Dated 8/20/2010	42,094.43
City of Long Branch Payroll Agency	Payroll Dated 8/20/2010	939,334.89
City of Long Branch Payroll Agency	Payroll Dated 9/03/2010	41,442.48
Coast Hardware Co.	Payroll Dated 9/03/2010	929,203.61
Collision Repair By Damiano	Misc. Hardware - June & July 2010 - Various Depts.	1,399.94
Comcast Online	Towing - 8/4/2010 - PD #8 - DPW	30.00
Complete Security Systems, Inc.	Internet Provider Service - 8/16-9/15/2010 - IT-Admin./Police Dept.	244.85
Conte's Car Wash, Inc.	Central Station Monitoring - Parks & Recreation - 8/1-10/31/10 - DPW	63.00
Conte's Car Wash, Inc.	Car Wash Contract - September 2010	1,164.76
Continental Fire & Safety	Car Wash Contract - August 2010	1,164.76
County of Monmouth - Fleet Services	(6) Helmets - Fire Dept.	1,433.40
Custom Bandag, Inc.	Administrative Fees for Use of Light Towers on 7/4/2010 - Police Dept.	100.00
CWA Local 1038	Re-Tread Tires - Fire Dept. / DPW	2,301.22
Data Guard	Vision/Dental - September 2010	5,500.00
Dell Computer Corp.	Document Shredding - Various Depts.	545.00
Depot America	Computer Equipment - Police Dept.	6,167.53
Deptcor Bureau of State Use Industries	Computer Supplies - Human Services / Police Dept.	283.95
East Coast Emergency Lighting	Overtime & Leave Request Forms - Police Dept.	1,545.00
Eatontown TV & Appliance Co.	Lights for Fire Dept. & DPW	3,012.76
Efinger Sporting Goods Co.	Air Conditioner for Purchasing Dept.	445.00
Euro Car	Basketball Nets & Tennis Balls - Recreation Dept.	654.00
Evident Crime Scene Products	Tint Windows on Police Vehicle - DPW	225.00
F & C Automotive Supply	Evidence Labels - Police Dept.	61.00
Fax Express	Misc. Parts - Various Vehicles - Fire Dept. / DPW	213.77
Fine Fare	Toner Drum for Fax Machine - Fire Prevention Office	226.15
Foley, Inc.	Refreshments for Various Events in August 2010 - Various Depts.	760.59
Ford Motor Credit Co.	Misc. Parts - PW #257 & #277 - DPW	58.13
Foremost Promotions	(12) Lease/Purchase Vehicles - September & October 2010	8,051.80
Fort Dearborn Life Insurance	Promotional Items for Oceanfest & Fire Prevention Week - Police Dept. / Fire Prev.	2,290.80
	Life Insurance - September 2010	1,270.81

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

\*

Freehold Ford, Inc.  
 Gagliano Appraisal  
 Gann Law Books  
 Gannett Satellite Information Network, Inc.  
 Garden State Highway Products  
 Gempler's  
 General Linen & Paper Supply  
 General Service Admin.  
 Global Gov't./Education Solutions, Inc.  
 Great America Leasing Corp.  
 Great America Leasing Corp.  
 Greenbaum, Rowe, Smith & Davis  
 Health Net of New Jersey  
 Hilsen Termite & Pest Control  
 Hilsen Termite & Pest Control  
 Horizon Blue Cross Blue Shield  
 Horizon Blue Cross Blue Shield  
 Hunter Jersey Peterbilt  
 Imprint Shop  
 Intelligent Products, Inc.  
 J. Ford Electric  
 James P. Lafferty  
 JBC Safety Plastic, Inc.  
 Jersey Central Power & Light  
 Jersey Elevator Co.  
 Jesco, Inc.  
 John's Auto & Truck Repair  
 Keer Electrical Supply Co.  
 Lanigan Associates, Inc.  
 Lawmen Supply Co. of NJ  
 Leslie's Swimming Pool Supplies  
 Liberty Paper & Janitorial Supply  
 Long Branch Bait & Tackle  
 Long Branch Chamber of Commerce  
 Long Branch Poultry Farm  
 Loud Designs  
 Marine Rescue Products, Inc.

Rebuild Transmission - PD #25 - DPW 2,247.26  
 Tax Appeals - August 2010 320.00 Pymt #3  
 2010 Edition NJ Municipal Court Practice - Municipal Court 101.00  
 Date Book Ad - 8/7/2010 - West End Cruise Night II - Administration 85.00  
 Channel Posts for Traffic Signs & Inventory - Traffic Dept. 660.00  
 Misc. Equipment for Parks Staff - Recreation Dept. 184.85  
 Janitorial Supplies for Beachfront & Senior Center - DPW 1,100.20  
 Purchase of (3) Used Vehicles - UEZ 15,760.00  
 Computer Equipment - Police Dept. 1,600.47  
 Copier Lease - August 2010 - Various Depts. 1,127.75  
 Copier Lease - September 2010 - Various Depts. 1,043.57  
 Legal Services Rendered - General Redevelopment - July 2010 \* 333.80 Pymt #1  
 Legal Services Rendered - Kreb Litigation - July 2010 1,082.50 Pymt #1  
 Legal Services Rendered - West of Pier - July 2010 14,464.80 Pymt #1  
 Legal Services Rendered - Hotel Campus - July 2010 4,137.00 Pymt #1  
 Legal Services Rendered - COAH/Planning - July 2010 273.00 Pymt #1  
 Health Benefits - September 2010 \* 99,450.15  
 Integrated Pest Control - August 2010 - Various Locations - Health Dept. 385.00  
 Service Call at Planning Dept. - 8/13/10 - Health Dept. 270.00  
 Health Benefits - September 2010 \* 311,429.27  
 Dental Benefits - September 2010 \* 16,460.56  
 Misc. Parts - Sanitation #30 & #50 - DPW 1,022.47  
 Hats - Fire Dept. 90.00  
 Mutt Mitts - DPW 743.75  
 Repair Traffic Lights at Bath & Westwood Ave. - Traffic Dept. 261.88  
 Musical Performance - The Jazz Lobsters - 8/26/2010 - Administration \* 1,100.00  
 Traffic Cones - Traffic Dept. 1,249.00  
 Utilities - Electric - (Street Lighting Included) - 6/2-8/4/10 - Various Locations \* 49,858.52  
 Repair Elevator Doors at City Hall Building - DPW 332.00  
 Misc. Parts - PW #104 - DPW 153.36  
 Towing - 8/23 & 8/24/10 - PD #23 & PD #44 - DPW 60.00  
 Electrical Materials for Various Locations - DPW 2,183.39  
 Misc. Equipment - Police Dept. 117.90  
 Promotional Issue Uniform - P.O. Grippaldi & P.O. Shamrock - Police Dept. 287.70  
 Filters for Pinsky Fountain - DPW 590.58  
 Janitorial Supplies for Beachfront - DPW 1,767.70  
 Crab Traps for Youth Cookout - 8/7/2010 - Recreation Dept. 160.96  
 Reimbursement of Electrical Services for UEZ Office - 1/6-6/30/10 873.15  
 Food for Picnic - 8/25/2010 - Senior Affairs 104.70  
 Banner for Back to School Festival - Recreation Dept. 105.00  
 Various Lifeguard Equipment - Recreation Dept. 5,570.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



Saker Shoprites, Inc.	Food for Picnic - 8/25/10 - Senior Affairs	573.97
Samzie's Uniforms	Uniform Shirts & Cloth Badges - Fire Prevention / OEM	1,514.22
San Tropea Pro. Inc.	Musical Performance - The John Tropea Band - 9/4/2010 - UEZ	1,700.00
Scoles Floorshine Industries	Janitorial Supplies for Beachfront - DPW	268.71
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases for Municipal Garage - July 2010 - DPW	216.40
Second Baptist Choir	Musical Performance - Second Baptist Gospel Choir - 8/22/2010 - Administration	250.00
Sheraton Atlantic City	Reservation - GFOA Conference - 9/22-9/24/10 - Finance Director	280.00
Sherwin Williams Co.	Traffic & Handicap Paint - Traffic Dept.	674.69
Signs By Tomorrow	Banner for Various Special Events - Admin.	300.00
Siperstein's	Traffic Paint/Thinner - Traffic Dept.	695.60
Staples Contract & Commercial, Inc.	Various Office Supplies - Finance Dept.	56.59
T.Y.G. Productions	Videography - June / August 2010 - UEZ	1,000.00
Tech Trade	Gloves - Fire Dept.	919.00
The Jersey Shore Partnership	2010 Membership Dues - H. Woolley Jr. - Administration	100.00
The Link News	Full Page Ad - West End Car Show II - Administration	400.00
The Peddler	Bike Equipment for Police Specials on Beach & at Parks - Recreation Dept.	1,046.49
The Woodudes	Musical Performance - The Woodudes - 8/29/2010 - Administration	650.00
Thompson Design Group	Professional Services Rendered - General Planning Services - July 2010	2,667.06 Pymt #1-2
Thompson Design Group	Professional Services Rendered - Beachfront South - July 2010	6,295.69 Pymt #1-2
Thompson Design Group	Professional Services Rendered - General Planning Services - August 2010	1,344.51 Pymt #3
Thomson West	NJ Criminal/Motor Vehicle Law Pamphlet & NJ Statue Pocket Parts - Police Dept. / Tax Coll. Office	192.50
Trap Rock Industries, Inc.	Road Materials for Atlantic Avenue - DPW	778.65
Turn Out Fire & Safety	Replace (3) Uniform Pants - Fire Dept.	209.74
Tuzzio's	Food for Senior Outing & Tennis/Basketball Program - 8/13 & 8/14/10 - Recreation Dept.	335.00
United Parcels Service	Next Day Air Shipping - DPW	21.34
United Rentals	Rental of Floor Scrubber - 7/2-7/14/2010 - DPW	2,798.00
Up-Tite Fasteners, Inc.	Bolts for Memorial Benches - DPW	191.50
Van Meter & Assoc.	Registration - (2) Courses - Various Officers - August 2010 - Police Dept.	820.00
Verizon	Utilities - Telephone - Bill Dated 8/1/10 - Various Locations	11,444.80
Verizon Wireless	Laptop Service - 8/12/2010 - Various Depts.	1,600.52
Verizon Wireless	Cell Phone Service - 8/16/2010 - Various Depts.	2,241.24
Vision Service Plan	Vision - September 2010	1,381.47
W E Timmerman Co.	Misc. Parts - PW #91 & #92 - DPW	524.49
W H Potter & Son, Inc.	Repairs to Lawn Mowers - DPW	966.56
W.B. Mason Co.	Various Office Supplies - Various Depts.	1,022.94
W.W. Grainger, Inc.	Misc. Equipment - DPW	1,275.97
Wenning's Wholesale Meats	Food for Picnic - 8/25/2010 - Senior Affairs	68.03
William Y. Farley, Jr.	Musical Performance - Truth & Love Gospel - 8/22/2010 - Administration	1,200.00
WPCS International, Inc.	Repair Radio - Police Dept.	284.00
Y-Pers	Rags for Municipal Garage & Parks Dept. - DPW	239.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



Allied Building Products Corp.	Siding for 7th Avenue Service Building - Community Dev.	221.48
Atlantic Plumbing Supply Corp.	Plumbing Materials for 7th Avenue Service Building - Community Dev.	91.11
Auto Zone	Credit On Invoice	(5.08)
BBP, LLC.	Professional Services Rendered - General Redevelopment - July 2010	807.50
Birdsall Engineering	Engineering Services Rendered - Soil Remediation at Cherry St. Park - June 2010	150.00
C.J. Productions	Videography - 6/17/2010 & 7/6/2010 - Community Dev.	800.00
City of Long Branch Clearing Account	Reimburse Clearing Account	5,847.88
City of Long Branch Clearing Account	Reimburse Clearing Account	80.54
City of Long Branch Clearing Account	Reimburse Clearing Account	9,714.15
City of Long Branch Clearing Account	Reimburse Clearing Account	112.62
City of Long Branch Clearing Account	Reimburse Clearing Account	3,575.76
City of Long Branch Clearing Account	Reimburse Clearing Account	5,847.88
City of Long Branch Payroll Agency	Payroll Dated 8/20/2010	419.76
City of Long Branch Payroll Agency	Payroll Dated 9/03/2010	5,428.12
City of Long Branch Payroll Agency	Payroll Dated 9/03/2010	419.76
City of Long Branch Payroll Agency	Payroll Dated 9/03/2010	5,428.12
Coast Hardware Co.	Misc. Hardware - June & July 2010 - Community Dev.	258.59
Conte's Car Wash, Inc.	Car Wash Contract - September 2010	52.10
Conte's Car Wash, Inc.	Car Wash Contract - August 2010	52.10
Fort Dearborn Life Insurance	Life Insurance - September 2010	9.80
General Service Admin.	City Share of (3) Used Vehicles Purchased - UEZ	14,440.00
Global Gov't./Education Solutions, Inc.	Computer Equipment - Community Dev.	267.09
Great America Leasing Corp.	Copier Lease - August 2010	28.44
Great America Leasing Corp.	Copier Lease - September 2010	112.62
Health Net of New Jersey	Health Benefits - September 2010	1,532.46
Horizon Blue Cross Blue Shield	Health Benefits - September 2010	1,849.60
Horizon Blue Cross Blue Shield	Dental Benefits - September 2010	156.16
Lowe's	Various Materials - Community Dev.	313.50
Mr. John	(1) Port-A-John - Manahassett Creek Park - July 2010 - Community Dev.	124.00
National Pen Corp.	Promotional Items (Key Chains) for Community Dev.	528.40
Pax Construction Corp.	Paver Patio & Walkway Materials for 7th Avenue Service Building - Community Dev.	4,500.00
Standard Roofing	Materials for 7th Avenue Service Building - Community Dev.	8.20
Stavola Contracting Co.	Disposal of Concrete - 7th Avenue Service Building - Community Dev.	93.65
Vision Service Plan	Vision - September 2010	27.74

**TOTAL HUD**

**63,294.05**

Assigned Council - (2) Cases on 8/4/2010 - Municipal Court      400.00  
 Legal Services Rendered - Beachfront North II - July 2010      286.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



R# 245-10

**RESOLUTION AUTHORIZING SHARED SERVICE  
AGREEMENT BETWEEN THE COUNTY OF MONMOUTH  
AND THE CITY OF LONG BRANCH FOR EMERGENCY  
TELECOMMUNICATIONS SYSTEM**

**WHEREAS**, Monmouth County, under the auspices of the Monmouth County Sheriff's Office Communications center will include the City of Long branch as part of the County's Emergency Telecommunications System and thereby serve as the Public Safety Answering Point for the City in accordance with participation plan submitted by the Municipality, attached hereto; and

**WHEREAS**, the County will provide all calls to the Municipality by call relay, transfer or direct emergency dispatch in accordance with the City's participation plan; 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 for this contract are available in Appropriation Line Item #0-01-204-215, in the amount of \$117,304.22 .

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby enter into this Shared Service Agreement with the County of Monmouth for the Emergency Telecommunications System and hereby authorize the Mayor and Clerk to execute same and forward to the Monmouth County Sheriff's Office.

MOVED: **Sirianni**  
SECOND: **Pallone**

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

CITY OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELZ, 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 **September 14, 2010**  
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 **15th** DAY OF **Sept.** 20 **10**  
**Kathy L. Scheelz**  
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:

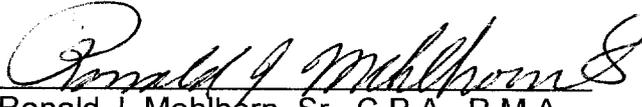
**911 COMMUNICATION CENTER  
SHARED SERVICES - 2010**

Said contract being made as follows:

**MONMOUTH COUNTY TREASURER                      \$ 117,304.22  
OFFICE OF THE SHERIFF  
50 EAST MAIN STREET  
FREEHOLD, N.J. 07728**

Said funds being available in the form of:

**2010 BUDGET  
OUTSIDE SERVICES  
APPRO # 0-01-204-215                                      \$ 117,304.22**

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

9/19/10  
Date

R# 246-10

**RESOLUTION APPOINTING  
SPECIAL POLICE OFFICERS CLASS II FOR THE CITY  
OF LONG BRANCH**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby appoint the following individuals as a Special Police Officers Class II for the City of Long Branch:

Dana Page  
Jason Mendelson  
Joseph Buono

John Weir  
Brian Oliveira  
Thomas Manzo, Jr.

**BE IT FURTHER RESOLVED** that the effective date of the appointment is September 14, 2010.

MOVED: **Sirianni**  
SECONDED: **Pallone**

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON **September 14, 2010**  
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 **15th** DAY OF **Sept.** 20 **10**  
**Kathy L. Schmeltz**  
MUNICIPAL CLERK, R.M.C.

R# 247-10

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE FOR USE  
MUNICIPAL COURT AND DRUG PREVENTION PROGRAM OFFICES IN THE  
CITY OF LONG BRANCH.**

**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 and Open process, advertised to receive proposals on March 31, 2009 for leasing of office space (Fair and 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 the City of 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 terms, 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 cannot 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 City desires to rent space on the Fifth Floor (2,025 square feet) in addition to the space already rented in premises known as 279 Broadway for Municipal Court uses; and

**WHEREAS**, the City wishes to rent the Fifth Floor for the amount of \$3,000 for the month of July, 2010; 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 #9-01-128-298 for a sum not to exceed \$3,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and is hereby authorized to enter into a Lease Agreement attached hereto as Exhibit "A" and made a part hereof for the rental by the City of Long Branch for space needed for Long Branch Municipal Court and Drug Prevention Offices.

BE IT FURTHER RESOLVED that a 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.

MOVED: **Sirianni**  
SECONDED: **Pallone**

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: **5**

NAYES: **0**

ABSENT: **0**

**Abstain: 0**

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, 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 **September 14, 2010**

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 **10th** DAY OF **Sept**, 20**10**

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

R# 248-10

**RESOLUTION APPOINTING INSURANCE  
COMMISSION MEMBERS**

**WHEREAS**, NJSA 40A:10-8 states that the governing body of a local unit having the power to make appointments shall appoint three officials of the local unit, who may be members of the governing body to serve as insurance fund commissioners; and

**WHEREAS**, the Commissioners shall serve without compensation.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the following individuals are hereby appointed as Self Insurance Commissioners for the City of Long Branch: Dr. Mary Jane Celli, Councilwoman; Howard Woolley, Business Administrator; Kathy L. Schmelz, RMC, City Clerk.

MOVED: **Bastelli**  
SECOND: **Sinanni**

AYES: **4**  
NAYES: **0**  
ABSENT: **0**  
ABSTAIN: **1- Celli**

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON September 14, 2010  
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 15th DAY OF Sept. 2010  
Kathy Schmelz  
MUNICIPAL CLERK, R.M.C.

R# 249-10

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE OPTION AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND LONG BRANCH HOUSING AUTHORITY, AND SUBSIDIARY MAESTRO COMMUNITY REDEVELOPMENT CORPORATION, INC.**

WHEREAS, the City of Long Branch is the owner of property described as Block 399, Lots 20.01 of the official Tax Map of the City of Long Branch (the "Property"); and

WHEREAS, the Long Branch Housing Authority ("Housing Authority") and its subsidiary Maestro Community Development Corporation, Inc. ("Maestro") wishes to use and obtain Title for the purpose of completing the HOPE VI Revitalization Plan with the construction of 10 Homeownership units; and

WHEREAS, the Long Branch Housing Authority and its subsidiary Maestro wishes to use and obtain title to Block 399, Lots 20.01 for the purpose of the development of the HOPE VI Homeownership Phase; and

WHEREAS, the parties will negotiate through the City Attorney's office of the City of Long Branch and counsel for the Housing Authority and subsidiary Maestro conveyance of the parcel to accomplish the needs of the Housing Authority and Maestro and the requirements of the City of Long Branch; and

WHEREAS, the Option Agreement, which is the subject of this resolution, is beneficial to the City of Long Branch's Housing element of the Fair Share Plan, as well as to the Housing Authority of the City of Long Branch, by affordable housing within the City of Long Branch.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and is the same is hereby authorized to execute the Option Agreement between the City of Long Branch, and the City of Long Branch Housing Authority and its subsidiary Maestro, pursuant to the terms of the Option Agreement, which is annexed hereto and made a part thereof, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch, be and is hereby authorized to execute any documents necessary to meet the intent and purpose of this Resolution.

OFFERED: Sirianni  
SECOND: Pallone  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON September 14, 2010  
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 15th DAY OF Sept. 20 10  
Kathy Schmelz  
MUNICIPAL CLERK, R.M.C.

R# 250-10

PILOT AGREEMENT LONG TERM TAX ABATEMENT  
RESOLUTION AUTHORIZING  
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 COURT URBAN RENEWAL HOMEOWNERSHIP, INC.

THIS FINANCIAL AGREEMENT (hereinafter, the "Agreement"), is made as of this \_\_\_ day of \_\_\_\_\_ 2010, by and between GARFIELD COURT URBAN RENEWAL HOMEOWNERSHIP, INC., an urban renewal corporation 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 Monmouth 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, unless otherwise provided herein. 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 in the north central portion of the City of Long Branch, New Jersey, as shown on Exhibit "2" attached hereto (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 twelve (12) unit new construction development, comprised of rowhomes and townhouses (the "Homes") located on certain properties owned by the City of Long Branch Housing Authority or its affiliate Maestro Community Development Corporation, a 501(c)(3) entity ("Maestro"). The Project site is located in the north central portion of the City of Long Branch and consists of \_\_\_\_\_ separate lots and blocks. The City acknowledges that as part of the Project the Entity and, as applicable, the City of Long Branch Housing Authority or Maestro, will sell the twelve (12) homes to purchasers (each an "Owner" and collectively, the "Owners"). The Owners will own in fee their home and the land which their home is built upon. The Entity agrees to provide the City with the notice information for each of the Owners upon the sale of the individual homes.

(b) The Project is part of a greater effort to dramatically improve the surrounding neighborhood. For 60 years, the project site sat within a neighborhood of other public housing mixed-in with private homes. Though some of the existing owner-occupied housing is well-maintained and stable, the neighborhood reflects the distress of those units that

are not. The Project is a key component of a 140 unit revitalization development underway by the City of Long Branch Housing Authority to include other affordable rental and homeownership units. The Project represents an important step in the described community revitalization that is being undertaken by the City of Long Branch Housing Authority, together with its chosen developers, Pennrose Properties, LLC (“Pennrose”) and Maestro.

(c) Each portion of the project site is owned either by the City of Long Branch Housing Authority or its affiliate Maestro and will convey leasehold title to the Entity subject to the terms of a Ground Lease with the Entity, which is a New Jersey corporation that was qualified as an “urban renewal” entity under the Law on \_\_\_\_\_, 2010. The shareholders of the Entity are Richard K. Barnhart, Timothy I. Henkel and Mark H. Dambly. Pennrose Properties, LLC will act as the Project’s developer and Maestro as the project’s co-developer of the twelve (12) homes 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 financial sources and uses is set forth on Exhibit “A” attached hereto and incorporated herein.

(e) The Project’s proposed operating expenses prior to the anticipated sale of the Homes 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 fifteen (15) years from the completion of construction of the entire Project, and only so long as the Entity or the Owners and the Project (or the Homes comprising the Project) remain subject to the provisions of the Law and complies with this Agreement. Notwithstanding the foregoing, the City agrees that the Entity's obligations hereunder shall be terminated once all of the Homes are sold to Owners. Upon the Entity's sale of the final Home comprising the Project, the Entity shall have no further obligations hereunder and shall be released from each and every requirement set forth herein.

5. In consideration of the aforesaid exemption from taxation on improvement(s), the Entity, its successors and assigns and/or the Owners and, their successors and assigns, shall make payment to the City of an annual service charge of a sum equal to one percent (1.00%) of the "total project cost" of the Project determined pursuant to N.J.S.A. 40A:20-3(h) (hereinafter the "Annual Service Charge"). There is hereby established a schedule of Annual Service Charges to be paid over the term of the fifteen (15) year exemption period which shall be in stages as follows:

(a) For the first stage of the exemption period, commencing upon the completion of construction of each Home and the sale to an Owner (such sale date shall be the "Commencement Date") and for the six (6) years thereafter, each Owner and their successors and assigns shall pay the City an Annual Service Charge equal to one percent (1.00%) of the "total project costs" as determined under N.J.S.A. 40A:20-3(h). 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 seven (7) through (9) of the exemption period, each Owner and their successors and assigns 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 constituting each Home, whichever shall be greater;

(c) For the third stage of the exemption period, which shall be for years ten (10) and eleven (11) of the exemption period, each Owner and their successors and assigns 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 twelve (12) and thirteen (13) of the exemption period, each Owner and their successors and assigns 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 fourteen (14) and fifteen (15), each Owner and their successors and assigns 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 by the Owners on a quarterly basis in a manner consistent with the City's tax collection schedule. The tax exemption provided

under Section 5 shall terminate as of the 16<sup>th</sup> anniversary of the Commencement Date as applicable for each Home.

Against the Annual Service Charge, each Owner shall be entitled to credit for the amount, without interest, of the real estate taxes on the Project's land (or each Owner's land) paid or that would have been due by the Owner 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 the real property covered by the Project (which amount shall be divided proportionately among each of the twelve (12) Homes owned by the Owners) 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 for each Home, the Entity shall pay real estate taxes based on the assessed value of the Project (less any pro rata reduction for any Homes that have been sold to an Owner) 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 Commencement Date 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, each Home that comprises 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 of the tax exemption, all restrictions and limitations upon each individual

Owner shall terminate and be at an end upon each Owner's rendering its final accounting to and with the City, to the extent feasible. The City acknowledges that certain financial reporting requirements set forth herein are impractical for individuals and the City will accept a less detailed report as reasonably acceptable to the City.

7. In the event of a breach of the Agreement by the Entity, the City or any Owner, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, any party may, pursuant to N.J.S.A. 40A:20-9f, to 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 to the arbitration, 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 an Owner, 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 for the individual Home owned by the particular Owner who is in default, 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 Owner 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 and each successor Owner do 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. In any event, the City agrees to proceed in accordance with this Paragraph only against the individual Home owned by the specific Owner who is in default and shall not terminate the tax abatement for any other Owner who owns a Home within the Project.

8. [intentionally omitted]

9. The Entity (but only for so long as the Entity maintains an ownership interest in any of the Homes within the Project) 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 Owners shall not be subject to the terms of this Paragraph 9 and such restriction shall not be in effect against the Entity once it has sold all of the Homes to Owners.

10. [intentionally omitted]

11. The Entity (but only for so long as the Entity maintains an ownership interest in a Home in the Project) 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. The Owners shall not be subject to the terms of this Paragraph 11.

12. The Entity (but only for so long as the Entity maintains an ownership interest in a Home in the Project) shall, upon request, permit inspection of the Project, equipment, buildings and other facilities of the Entity constituting the Project 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. The Owners shall not be subject to the terms of this Paragraph 12.

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 and during which the Entity maintains an ownership interest in the Project, 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. The Owners shall not be subject to the terms of this Paragraph 13.

14. The failure on the part of the Entity or the Owners 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 or the Owners 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 or such Owner shall have received from the City a Notice of Default and Intent to Terminate, in which case the Entity or Owner shall have ninety (90) days in which to cure any default and avoid such termination. The City acknowledges and agrees that a default by an Owner shall not result in any action against any other Owner or the Entity.

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, 230 Wyoming Avenue, Kingston, PA 18704, Attn: Timothy I. Henkel, unless prior to giving such notice the Entity shall have notified the City otherwise in writing.

(b) When sent by the City to the Owners it shall be addressed to: the address and contact information of each Owner provided by the Entity of each Owner to the City and if none provided shall be sent to the address of the Owner's Home.

(c) When sent by the Entity or any of the Owners 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 or the Owners 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 (but only for so long as the Entity maintains an ownership interest in any Home within the Project) 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 and any Owner's liability under this Agreement shall be limited to its interest in the Project or the Owner's Home with respect to an Owner. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity and all Owners, by the Entity's execution of this Agreement, 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 by the Entity while it owns any interest in the Project (except for the sale of the twelve (12) Homes to the Owners and the subsequent transfer or sale by any Owner to any successor Owner (including any lenders), which transfers the City hereby specifically approves and authorizes) 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.

19. Where approval or consent of the City is sought for an assignment of the Agreement by the Entity, 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. No fee shall be due and payable, however, in connection with the Entity's sales of the Homes to Owners or any of the Owners' sales of the Homes to any third parties

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

Within 90 days after the correct amount due from the Entity and/or each Owner 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, each Owner and the City, the Entity and/or each Owner will adjust and pay any over or under payment so made, or needed to be made.

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

[the remainder of this page is intentionally left blank]

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

WITNESS/ATTEST:

GARFIELD COURT URBAN RENEWAL  
HOMEOWNERSHIP, INC.,  
a New Jersey corporation

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

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

Name: Richard K. Barnhart  
Title: President

WITNESS/ATTEST:

CITY OF LONG BRANCH,  
a New Jersey Municipal Corporation

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

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

Name:  
Title:

**Exhibit "1"**

**Application**

Exhibit "2"

Lot and Block Numbers

**Exhibit "A"**

**Project Sources and Uses (Projected)**

Cooper Grant's proposed costs and funding sources are as follows:

**DEVELOPMENT BUDGET**

**FUNDING SOURCES**

Land/Building Cost	\$ _____		\$ _____
Construction Cost	\$ _____		\$ _____
Professional Fees	\$ _____	-	\$ _____
Carrying Costs/Fees	\$ _____		\$ _____
Marketing/ Advertising	\$ _____		\$ _____
TOTAL DEVELOPMENT COST	\$ _____	TOTAL FUNDING SOURCES	\$ _____

**Exhibit "B"**

**Operating Expenses Prior to Sales of Homes**

**Exhibit "C"**  
**Calculation of Annual Service Charge**

OFFERED: Siranni  
SECOND: Pallone  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, 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 February 14, 2010  
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 15th DAY OF February, 2010  
Kathy Schmelz  
MUNICIPAL CLERK, R.M.C.

R# 251-10

**RESOLUTION OF THE CITY OF LONG BRANCH,  
COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY APPOINTING  
CARLA TOMAS, CTC AS THE TAX COLLECTOR  
FOR THE CITY OF LONG BRANCH**

**WHEREAS**, Carla Tomas has been serving as the Acting Tax Collector for the City of Long Branch since March 16, 2010; and

**WHEREAS**, Carla Tomas is a Certified Tax Collector in accordance with N.J.S.A. 40A:9-142

**WHEREAS**, the City Council of the City of Long Branch, desires to appoint Carla Tomas as the Tax Collector filling a vacancy left by the retirement of Edward Mazzacco on July 1, 2010 and,

**WHEREAS**, Carla Tomas will be paid \$90,000.00 annually for the position of Tax Collector.

**NOW THEREFORE BE IT RESOLVED**, that this appointment, pursuant NJ State Statute NJ 40A:9-142 be effective September 14, 2010 and for a term of four years to begin on January 1, 2011 for tenure purposes.

MOVED: Sirianni  
SECONDED: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, 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 Sept. 14, 2010  
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 14th DAY OF Sept, 2010  
Kathy L. Schemel  
MUNICIPAL CLERK, R.M.C.