

RESOLUTIONS ADOPTED ON JANUARY 8, 2013:

R2-13 RESOLUTION AMENDING RESOLUTION R307-12 SCHEDULING OF CITY COUNCIL MEETINGS FOR 2013 ADOPTED DECEMBER 27, 2012

R3-13 RESOLUTION 2013 EMERGENCY TEMPORARY APPROPRIATIONS

R4-13 RESOLUTION AWARDED CONTRACT FOR BADGES FOR CITY BEACHES (JERSEY CAPE DIAGNOSTICS)

R5-13 RESOLUTION AMENDING RESOLUTION NO. 228-12 TO REFLECT NAME CHANGE FROM BBP AND ASSOCIATES, LLC TO VANTAGE POINT DEVELOPMENT ADVISORS LLC

R6-13 RESOLUTION MEMORIALIZING AWARD OF EMERGENCY CONTRACTS DUE TO HURRICANE SANDY OF OCTOBER 28, 2012

R7-13 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R8-13 RESOLUTION TO REFUND OVERPAYMENT OF 2012 TAXES

R9-13 RESOLUTION TO REFUND PAYMENT OF 2013 RETIREE LIFE INSURANCE PREMIUM

R10-13 RESOLUTION AWARDED CONTRACT FOR LEASE/PURCHASE OF TWO (2) DODGE CHARGER PPV VEHICLES FOR THE POLICE DIVISION

R11-13 RESOLUTION APPROVAL PAYMENT OF BILLS

R12-13 RESOLUTION AMENDING AGREEMENT FOR RECREATION DEPARTMENT TO SUBLEASE 1224 SQUARE FEET OFFICE SPACE FROM FIRST ATLANTIC FEDERAL UNION

RESOLUTION AMENDING RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2013 ADOPTED DECEMBER 27, 2012

WHEREAS, there was an error in the meetings dates listed for November and have been corrected as shown below.

BE IT RESOLVED by the City Council of the City of Long Branch that they will hold their Council Meetings for the year 2013 as follows:

- January 1st Special Meeting – 10:30 a.m.
- January 8th and 22nd
- February 12th and 26th
- March 12th and 26th
- April 9th and 23rd
- May 14th and 28th
- June 11th and 25th
- July 9th and 23rd
- August 13th and 27th
- September 10th and 24th
- October 8th and 22nd
- November 7th and 26th
- December 10th and 30th

Workshop & Regular Meetings will be held on the 2nd and 4th Tuesday of each month unless otherwise noted / advertised. Workshop Sessions begin at 6:00 p.m. – the public is invited to attend. Executive Session will immediately follow Workshop Sessions.

The regular Meeting will begin at 7:30 p.m. There is a public portion at this meeting.

Special meetings will be sent to the newspapers and posted on the City's website and bulletin boards for the public's information.

BE IT FURTHER RESOLVED that the above meetings will be held at Long Branch City Hall, 344 Broadway, second floor, Long Branch, NJ 07740.

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. 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 JANUARY 8, 2013
 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 9th DAY OF JANUARY 2013

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

R-3-13

7

**RESOLUTION
2013 EMERGENCY TEMPORARY APPROPRIATIONS**

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

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

WHEREAS there is a need to provide additional funds for most city departments due to extension of budget introduction and hearing schedules.

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

WHEREAS the total emergency temporary resolutions adopted in the year 2013 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total\$ 351,600.00 in addition to the original temporary budget adopted January 1, 2013 in the amount of \$16,912,000.00 for a total Year to Date temporary budget of \$ 17,263,600.00

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2012, and that in accordance with the Statute such item of appropriation will be included in the 2013 budget as finally adopted.

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

OFFERED: Sirriani
SECOND: 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 JANUARY 8, 2013
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 11th DAY OF JANUARY, 2013
Kathy L. Schemelz

Budget Appropriations 2013

Emergency

Temporary

Budget Approp.

01/08/2013

State of New Jersey

Urban Enterprize Zone Administration

Summer Shuttle Project

21,100.00

Year-Round Shuttle Project

70,000.00

Marketing and Business Development

117,500.00

West End Gazebo Project

62,500.00

Digital Communications Project

80,500.00

Total Emergency Temporary Appropriations

351,600.00

R# 4-13

**RESOLUTION AWARDING CONTRACT
FOR BADGES FOR CITY BEACHES**

WHEREAS, THE City of Long Branch has the need to contract with a company for provision of badges to be issued to patrons utilizing City beaches for the 2013 beach season; and

WHEREAS, the City has previously contracted with Jersey Cape Diagnostics, Cape May Court House, NJ, a non-profit sheltered workshop, for provision of beach badges, in accordance with the order form attached; and

WHEREAS, the Director of Recreation has recommended that it is in the best interest of the City to award a contract to Jersey Cape Diagnostics; and

WHEREAS, in accordance with Local Public Contracts Law, N.J.S.A. 40A:11-5(n) et seq., a local unit of government may, without publicly advertising for bids, award a contract to a sheltered workshop; and

WHEREAS, contracts with non-profit 501c3 organizations are exempt from requirements of New Jersey Pay to Play requirements; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the certification of funds form annexed hereto, that funds for this contract are available in the 2013 Temporary Budget, Department of Recreation, Bureau of Conservation, Line Item #13-01-083-362, in the amount of \$46,332.30.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract with Jersey Cape Diagnostic, for provision of 5000 seasonal and 375,500 daily beach badges, for a sum not to exceed \$46,332.30.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contracts, and the City Clerk is directed to advertise notice of award as required by law.

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 JANUARY 8, 2013
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 9th DAY OF JANUARY 2013
Kathy L. Schmeltz
MUNICIPAL CLERK

Quote No 81687
 Jersey Cape Diagnostic
 4 Moore Road, DN # 606
 CMCH, NJ 08210
 609-465-4117 Fax 609-465-3899

Type: Tag CustId: LONG1069 Phone: 732 571-6545
 Quote-Date: 12/3/2012 Fax: 732-870-8832
 sbruno@ci.long-branch.nj.us

This is NOT an Order

Please verify the accuracy of all items listed including ship and bill to addresses. Fax back any changes necessary. Please sign or enter your purchase order number in the approval box to place your order.

Bill To: Long Branch Seasonal
 City of Long Branch
 Theresa/Shanon
 344 Broadway
 Long Branch NJ 07740

Approval Box

Ship To: City of Long Branch
 Theresa
 344 Broadway
 Long Branch NJ 07740

<input type="text"/>	<input type="text"/>	Custom Charges	<input type="text"/>	<input type="text" value="\$0.00"/>
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text" value="\$0.00"/>
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text" value="\$0.00"/>

Description:	Expire	Quantity:	Shape:	Numbering:	Badge color	Ptint color	Color3:	Plates	Plastic:	Bag:	Pin:	Price ea.
Seasonal	2013	5000		301-5300	911White	0		0	.022	50	Large	0.228600 \$1,143.00

Tags:	Plates	Custom Charges	Shipping	Sales Tax:	Total
<input type="text" value="5,000"/>	<input type="text" value="0"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$1,143.00"/>

Quote No 81654
 Jersey Cape Diagnostic
 4 Moore Road, DN # 606
 CMCH, NJ 08210
 609-465-4117 Fax 609-465-3899

Type: Tag CustId: LONG1069

Phone: 732 571-6545

Quote-Date:

Fax: 732-870-8832

10/11/2012

sbruno@ci.long-branch.nj.us

This is NOT an Order

Please verify the accuracy of all items listed including ship and bill to addresses. Fax back any changes necessary. Please sign or enter your purchase order number in the approval box to place your order.

Bill To: Long Branch Daily
 City of Long Branch
 Theresa/Shanon
 344 Broadway
 Long Branch NJ 07740

Approval Box

Ship To: City of Long Branch
 Theresa
 344 Broadway
 Long Branch NJ 07740

<input type="text"/>	<input type="text"/>	Custom Charges	<input type="text"/>	<input type="text" value="\$0.00"/>
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text" value="\$0.00"/>
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text" value="\$0.00"/>

Description:	Expire	Quantity:	Shape:	Numbering:	Badge color	Ptint color	Color3:	Plates	Plastic:	Bag:	Pin:	Price ea.
DAILY	1	12500	3	1-12500	902 Dark Blu	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	2	12500	3	1-12500	924 Gray	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	3	12500	3	1-12500	931 Med Blue	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	4	12500	3	1-12500	935 Lt Blue	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	5	12500	3	1-12500	937 Purple	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	6	12500	3	1-12500	941 Pink	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	7	12500	3	1-12500	960 Majenta	911White	0	.010	50	Small	0.120200	\$1,502.50
DA ILY	8	12500	3	1-12500	961 Orange	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	9	12500	3	1-12500	965 Burgandy	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	10	12500	3	1-12500	970 Brown	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	11	12500	3	1-12500	972 Yellow	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	12	12500	3	1-12500	974 Teal	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	13	12500	3	1-12500	976 Dk Green	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	14	12500	3	1-12500	3 N Pink	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	15	12500	3	1-12500	973 Lt. Yellow	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	16	12500	3	1-12500	4 N Orange	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	17	12500	3	1-12500	933 Slate	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	18	12500	3	1-12500	932 Lt Gray	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	19	12500	3	1-12500	875 Lt Purple	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	20	12500	3	1-12500	963 Red	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	21	12500	3	1-12500	912 Black	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	22	12500	3	1-12500	925 Deep Blu	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	23	12500	3	1-12500	5600 Pea Gre	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	24	12500	3	1-12500	5 N Green	911White	0	.010	50	Small	0.120200	\$1,502.50
DAILY	25	12500	3	1-12500	0	911White	0	.010	50	Small	0.120200	\$1,502.50

Tags:	Plates	Custom Charges	Shipping	Sales Tax:	Total
312,500	\$37,562.50	0	\$0.00	\$0.00	\$37,562.50

Quote No 81655
 Jersey Cape Diagnostic
 4 Moore Road, DN # 606
 CMCH, NJ 08210
 609-465-4117 Fax 609-465-3899

Type: Tag CustId: LONG1069 Phone: 732 571-6545
 Quote-Date: 10/11/2012 Fax: 732-870-8832
 sbruno@ci.long-branch.nj.us

This is NOT an Order

Please verify the accuracy of all items listed including ship and bill to addresses. Fax back any changes necessary. Please sign or enter your purchase order number in the approval box to place your order.

Bill To: Long Branch Student Daily
 City of Long Branch
 Theresa/Shanon
 344 Broadway
 Long Branch NJ 07740

approval Box
Ship To: City of Long Branch
 Theresa
 344 Broadway
 Long Branch NJ 07740

<input type="text"/>	<input type="text"/>	Custom Charges	<input type="text"/>	<input type="text" value="\$0.00"/>
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text" value="\$0.00"/>
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text" value="\$0.00"/>

Description:	Expire	Quantity:	Shape:	Numbering:	Badge color	Ptint color	Color3:	Plates	Plastic:	Bag:	Pin:	Price ea.
Seasonal Stude 2013		500	11	S51-550	911White	0		0 .022	50	Large		0.228600 \$114.30
Daily S tudent	1	2500	4	S12501-S	902 Dark Blu	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	2	2500	4	S12501-S	924 Gray	911White		0 .010	50	Small		0.120200 \$300.50
Daily S tudent	3	2500	4	S12501-S	931 Med Blue	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	4	2500	4	S12501-S	935 Lt Blue	911White		0 .010	50	Small		0.120200 \$300.50
Daily S tudent	5	2500	4	S12501-S	937 Purple	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	6	2500	4	S12501-S	941 Pink	911White		0 .010	50	Small		0.120200 \$300.50
Daily S tudent	7	2500	4	S12501-S	960 Majenta	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	8	2500	4	S12501-S	961 Orange	911White		0 .010	50	Small		0.120200 \$300.50
Daily S tudent	9	2500	4	S12501-S	965 Burgandy	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	10	2500	4	S12501-S	970 Brown	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	11	2500	4	S12501-S	972 Yellow	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	12	2500	4	S12501-S	974 Teal	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	13	2500	4	S12501-S	976 Dk Green	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	14	2500	4	S12501-S	3 N Pink	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	15	2500	4	S12501-S	973 Lt. Yellow	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	16	2500	4	S12501-S	4 N Orange	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	17	2500	4	S12501-S	933 Slate	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	18	2500	4	S12501-S	932 Lt Gray	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	19	2500	4	S12501-S	197 Beige	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	20	2500	4	S12501-S	963 Red	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	21	2500	4	S12501-S	912 Black	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	22	2500	4	S12501-S	925 Deep Blu	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	23	2500	4	S12501-S	5600 Pea Gre	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	24	2500	4	S12501-S	5 N Green	911White		0 .010	50	Small		0.120200 \$300.50
Daily Student	25	2500	4	S12501-S	0	911White		0 .010	50	Small		0.120200 \$300.50

Tags:	Plates	Custom Charges	Shipping	Sales Tax:	Total
<input type="text" value="63,000"/>	<input type="text" value="\$7,626.80"/>	<input type="text" value="0"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$7,626.80"/>

**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:

CONTRACT TO PROVIDE BADGES FOR CITY BEACHES

Said contract being made as follows:

JERSEY CAPE DIAGNOSTICS \$46,332.30

Said funds being available in the form of:

RECREATION BUREAU OF CONSERVATION # 3-01-083-362, \$46,332.30


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

1/1/13
Date

R# 5-13

RESOLUTION AMENDING RESOLUTION NO. 228-12 TO REFLECT NAME CHANGE FROM BBP AND ASSOCIATES, LLC. TO VANTAGE POINT DEVELOPMENT ADVISORS, LLC

WHEREAS, the City of Long Branch adopted Resolution No. 200-12 on August 28, 2012 authorizing Basile Baumann Prost & Associates to provide urban development financial and economic consultant services to the City; and

WHEREAS, Resolution No. 200-12 and the agreement annexed thereto should have reflected the name BBP and Associates, LLC.; and

WHEREAS, a business registration certificate has been issued to Vantage Point Development Advisors, LLC, effective February 17, 2010 with a date of issuance November 5, 2012; and

WHEREAS, the business registration certificate is necessary for the City to enter a contract and amend its contract formally with Basile Baumann Prost & Associates to Vantage Point Development Advisors; and

WHEREAS, all other language contained in Resolution No. 228-12 shall remain in full force and effect; and

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 228-12 be and the same is hereby amended to change the name Basile Baumann Prost & BBP and Associates, LLC to Vantage Point Development Advisors, LLC.

MOVED: *Siranni*

SECONDED: *Pallone*

AND ADOPTED UPON THE FOLLOWING

AYES: 5

NAYES: 0

ABSENT: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, *Rachel E. Scrima*, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HERESY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON JANUARY 8, 2013
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 9TH DAY OF JANUARY, 2013
Rachel E. Scrima
Municipal Clerk, I.E.

R# 6-13

RESOLUTION MEMORIALIZING AWARD OF EMERGENCY CONTRACTS DUE TO HURRICANE SANDY OF OCTOBER 29, 2012

WHEREAS, the City of Long Branch was a target of a hurricane on October 29, 2012; and

WHEREAS, N.J.S.A. 40A:11-6 authorizes a municipality to adopt a resolution authorizing special emergency contracts without public advertising for bids when emergency affects public health, safety or welfare; and

WHEREAS, the City, due to the emergency condition created, had to declare the City in a state of emergency; and

WHEREAS, the City of Long Branch had to enter into emergency contracts on November 2, 2012 with Johnny On The Spot Inc., not to exceed \$ 56,409.80 to provide Barricade Fence Panels along Ocean Boulevard ; and

WHEREAS, Business Registration Certificates are annexed hereto for each vendor being awarded an emergency contract; and

WHEREAS, the Administration of the City of Long Branch has approved each emergency contract as necessary to return the City of Long Branch to normalcy as quickly as possible; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto and incorporated herein, that funds for these contracts are available in Appropriation Line Item # 2-01-199-201 for an amount not to exceed \$ 56,409.80

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the contract for the Barricade Fencing along Ocean Boulevard needed from Hurricane Sandy be and is hereby awarded to Johnny On The Spot Inc. without public bidding and that the for aforesaid contract and fencing barricades shall not exceed the sum of \$56,409.80

OFFERED: Sicanni
 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 JANUARY 8, 2013
 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 9th DAY OF JANUARY, 2013
Kathy L. Schemel
 MUNICIPAL CLERK, R.E.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:

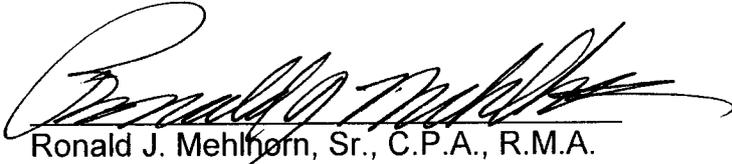
EMERGENCY HURRICANE SANDY

Said contract being made as follows:

JOHNNY ON THE SPOT , INC. \$ 56,409.80

Said funds being available in the form of:

HURRICANE SANDY APPRO. # 2-01-199-201 \$56,409.80



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

1/2/13
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JOHNNY ON THE SPOT, INC.
Trade Name:
Address: 3168 BORDENTOWN AVE
OLD BRIDGE, NJ 08857-9703
Certificate Number: 0066644
Effective Date: June 24, 1975
Date of Issuance: January 02, 2013

For Office Use Only:
20130102140719509



3168 Bordentown Avenue
Old Bridge, NJ 08857
Phone 732.721.3443
Fax 732-525-2431 Fencing
www.johnnyonthespot.com

December 7, 2012

City of Long Branch
344 Broadway
Long Branch, NJ 07740
Phone # 732-803-5144
Email: cshirley@longbranch.org
Attn: Charles Shirley Jr.

SITE #158718

REF: Ocean Blvd, Long Branch, NJ (picked up & installed by client)
(Addendum to November 2, 2012 Contract)

Dear Charlie,

Thank you for contacting Johnny on the Spot, the leading provider of portable restrooms and temporary fencing in the area. As requested, this quote has been carefully prepared on your behalf.

(343) 7' Panels of Barricade Fence = 2,400 Linear Feet
1 Month + Processing = \$6,120.75 | Each Add'l Month Rental @ \$5.25/panel = \$1,800.75
Total for 6 Month Rental + Processing = \$15,124.50 (6 Month Min Rental Applicable)
(534) 6'x12' Panels of Temporary Panel Fence = 6,408 Linear Feet @ \$0.20/Linear Foot
12 Month Total for (343) Barricade Fence Panels + (534) 6'x12' Fence Panels = \$41,308.20

This quote includes:

- Customer pickup of fencing at JOTS Old Bridge, NJ Headquarters
- 1 Year Rental All-Inclusive of Rental & Processing (customer pickup/return)
- 2,400 feet (343 Panels) of Barricade Fence + 6,408 feet (534 Panels) of 6'x12' Panel Fence
- No Tax (exempt)

Payment Due on or before Delivery = \$15,124.50 (PO # & Signed Contract Acceptable)

If actual linear footage installed is different then quoted amount, your rate will be adjusted.

The JOTS Difference

- Guaranteed satisfaction
- Like new equipment
- Same great JOTS service, Emergency Response Team available
- Experienced installers & tenured professional staff with incentives for perfect service
- State-of-the-art headquarters centrally located in Old Bridge, NJ

Accepted By: _____

Date _____

This signed contract acknowledges acceptance of JOTS' Temporary Fencing Terms and Conditions Agreement.

Sincerely,

Quote is Valid For 60 Days

Marvin Hyer Jr.
Fencing Sales Associate



3168 Bordentown Avenue
Old Bridge, NJ 08857
Phone 732.721.3443
Fax 732-525-2431 Fencing
www.johnnyonthespot.com

November 1, 2012

City of Long Branch
344 Broadway
Long Branch, NJ 07740
Phone # 732-904-4745

REF: Ocean Blvd, Long Branch, NJ 07740 *City of Long Branch to pick up and drop back off to JOTS*

Dear Kevin,

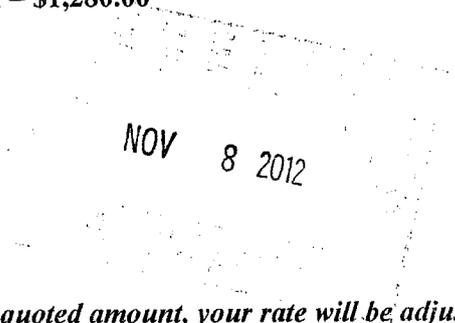
Thank you for contacting Johnny On The Spot, the leading provider of portable restrooms and temporary fencing in the area. As requested, this quote has been carefully prepared on your behalf.

Your quote for 1 month = \$10,940.00

Each additional month = \$1,280.00

This quote includes:

- Weekday delivery, pick up & installation
- 1 month rental
- 6400 linear feet of 6' x 12' temporary surface panels
- 1,070 Sand Bags
- ~~Applicable sales tax~~



If actual linear footage installed is different then quoted amount, your rate will be adjusted.

The JOTS Difference

“The Lowest Price is NOT Always the Best Deal”

- Guaranteed satisfaction
- Like new equipment
- Less money up front. Pay as you go
- No early pick-up forfeitures. 50% of final months rent refunded if removed prior to the 15th.
- No punishing extension rates
- 15% rental discount for 12 month projects (prepaid)
- Same great JOTS service, Emergency Response Team available
- Portable restrooms are discounted with any fence order over 600 linear feet
- Experienced installers & tenured professional staff with incentives for perfect service
- State-of-the-art headquarters centrally located in Old Bridge, NJ

Accepted By: _____

Date _____

This signed contract acknowledges acceptance of JOTS' Temporary Fencing Terms and Conditions Agreement.

Sincerely,

Quote is Valid For 60 Days

Erin Boysen
Fencing Sales Associate

R# 7-13

**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 \$4,419.00.

BLOCK	LOT	HOMEOWNER	YEAR	AMOUNT
167	3	Michael I. Schneck, Esq., Attny for Sciafla, J c/o Throckmorton, W 301 South Livingston Avenue Suite 105 Livingston, NJ 07039	2009	\$4,419.00

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. SCHWELZ, 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 January 8, 2013
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 9th DAY OF January 2013
Kathy L. Schwelz
MUNICIPAL CLERK, ETC.

R# 8-13

**RESOLUTION TO REFUND
OVERPAYMENT OF
2012 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2012 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2012 taxes in the amount of \$4,402.02.

BLOCK	LOT	OWNER	AMOUNT
87	9.036	Jeffrey & Agnes Shemia 2748 E. 65 th Street Brooklyn, NY 11234	\$4,402.02

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 JANUARY 8, 2013
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 9th DAY OF JANUARY 2013
Kathy L. Schmeltz
Municipal Clerk, City of Long Branch, N.J.

R# 9-13

RESOLUTION TO REFUND
PAYMENT OF 2013 RETIREE
LIFE INSURANCE PREMIUM

WHEREAS, Anna Bishop retired from the City of Long Branch and continued to pay for Life Insurance through the City of Long Branch: and

WHEREAS, the Finance Department was notified of her death on December 21, 2012;

WHEREAS, It is the recommendation of the Finance Department, to refund her 2013 Premium of \$13.32

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue a check in the amount of \$13.32 to the following:

THE ESTATE OF ANNA BISHOP
c/o Dave Bishop
16272 Carrs Mill Road
Woodbine, MD 21797

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIMMY L. SCHWELZ, 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 JANUARY 8, 2013
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 9th DAY OF JANUARY, 2013
Kimmy L. Schwelz
MUNICIPAL CLERK

R# 10-13

**RESOLUTION AWARDING CONTRACT FOR
LEASE/PURCHASE OF TWO (2) DODGE CHARGER PPV VEHICLES
FOR THE POLICE DIVISION**

WHEREAS, the City has the need to lease/purchase two (2) Dodge Charger PPV vehicles for use by its Police Division; and

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for 36 month lease/purchase of a 2013 Dodge Charger PPV (Contract # 12-01) Bid #74523 from Beyer Dodge 200 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$17,764.40 in accordance with the documents annexed hereto, and it is the recommendation of the Police Director that this equipment will meet the Division of Police needs, and that it is in the City's best interest to award a contract to this company for said equipment; 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 36 month lease/purchase from the , **Appro. Line Item #2-01-062-399, in the amount of \$17,764.40**, with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation and/or provision of adequate funds in the 2013 and future budgets

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Beyer Dodge, for lease/purchase of two (2) Dodge Charger PPV (Contract # 12-01) Bid #74523 from Beyer Dodge 200 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$17,764.40 in accordance with the terms and conditions of Cranford Police Cooperative Pricing System contract # 12-01 Bid #74523 **for a cost not to exceed \$17,764.40.**

BE IT FURTHER RESOLVED that, subsequent to execution of the contract documents by Beyer Dodge, the City Hereby approves assignment of the lease payments to Ford Credit as detailed in the Cranford police Cooperative System proposal.

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

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. 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 JANUARY 8, 2013
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 9th DAY OF JANUARY, 2013
Kathy L. Schemelz
Municipal Clerk

**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 CONTRACT FOR LEASE PURCHASE POLICE DIVISION

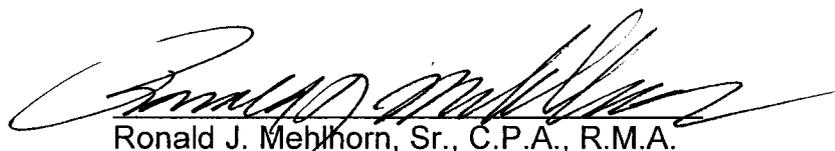
Said contract being made as follows:

FORD MOTOR CREDIT CO.,INC. \$17,764.40

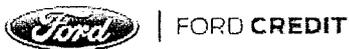
Said funds being available in the form of:

POLICE DIVISION # 2-01-062-399- \$17,764.40

*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2013 ADOPTED AND FUTURE BUDGETS.**


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

1/2/13
Date



Municipal Finance Department
 1 American Road, MD7500
 Dearborn, Michigan 48126

October 15, 2012

Beyer Ford
 Attn: Brooks Buxton
 170 Ridgedale Ave
 Morristown, NJ 07962
 Fax: (973) 884-2650, email: bbuxton@beyerfleet.com

Re: Ford Credit Municipal Finance Program Quotation for City of Long Branch, NJ, Bid #74421

Please review the following Ford Credit Municipal Finance quotation.

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	2013 Dodge Charger Police	\$24,029.00

All required documentation, municipality's first payment to Ford Credit, and the delivery of the vehicle(s) and/or equipment must take place by 01/31/2013. Otherwise, rates and payments are subject to change. The rates and payment factors are applicable for total amounts funded from \$10,000 - \$24,999.

<u>Total Amount Funded</u>	<u>Number of Payments</u>	<u>Payment Timing</u>	<u>APR</u>	<u>Payment Factor</u>	<u>Payment Amount</u>
\$24,454.00	3	Annual in Advance	6.50%	0.354531	\$8,669.70

Note: To calculate payment amount, multiply total amount funded by the payment factor.

Financing is Subject To:

- Municipality's most recent audited financial statement
- Mutually acceptable documentation
- Confirmation from the dealer of actual selling price.

Ford Credit Municipal Finance Program

- An underwriting fee of \$425 is required per transaction, not per unit. It can be paid at time of delivery or funded over the term (included above).
- There is no security deposit, no prepayment penalty, and no mileage penalty
- Non-recourse to the dealer. The same as a cash sale from the dealer to the municipal customer.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, and designates Ford Credit, 1 American Road-MD7500, Dearborn, MI 48126, as first lien holder.
- At term end, the municipality buys the equipment for \$1.
- The municipality, as owner of record, is eligible for Ford Governmental Price Concessions or other discounts, to reduce product cost

If you need additional information, please contact me at (800) 241-4199, option 1. Thank you for your interest in Ford Credit Municipal Finance Program.

Sincerely,

Tabitha Crawford

Tabitha Crawford
 Marketing Coordinator
 tcrawf22@ford.com

CRANFORD POLICE DEPARTMENT

8 Springfield Avenue - Cranford, New Jersey 07016-2199

(908) 272-2222 - Fax (908) 709-7341

VISIT US ON THE INTERNET - www.cranford.com/police

ERIC G. MASON
CHIEF OF POLICE

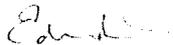
To: Cranford Police Cooperative Pricing System Members
From: Lieutenant Edward R. Davenport
Date: September 26, 2012
RE: Award of Bid - Year 2013 Vehicles

We are pleased to announce that the Cranford Police Cooperative Pricing System has awarded contracts for model year 2013 vehicles by our Township government at their September 25th meeting.

Your agency is eligible under the present *Cranford Police Cooperative Pricing System, System Identifier 47-CPCPS* to take full advantage towards the purchase or lease with an option to purchase of these vehicles whether or not you responded to our initial request earlier this year for approximate needs.

Attached is a listing of the eleven different model vehicles, pricing, and vendor contacts. Please read the specification sheets carefully. You cannot be charged any additional fees for anything listed in the specifications! *It is up to you to make sure the vendor does not charge above the listed price.*

Sincerely,



Edward R. Davenport
Lieutenant of Police
Traffic Division

encl.

TO PROTECT AND SERVE

CRANFORD POLICE COOPERATIVE PRICING SYSTEM
8 Springfield Avenue, Cranford, New Jersey 07016

System Identifier 47-CPCPS

NOTIFICATION OF AWARD

CONTRACT # 12-01: POLICE & ADMINISTRATIVE VEHICLES (2013 Model Year)

Contract Period: September 25, 2012 to August 31, 2013

VENDOR INFORMATION

Vendor: Beyer Ford

Address: 170 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: Beyer Chrysler-Jeep-Dodge-Ram

Address: 200 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: Mall Chevrolet

Address: 75 Haddonfield Road, Cherry Hill, New Jersey 08002

Telephone #: 856-449-9254

Fax #: 856-504-0108

Contact Person: Richard DiRenzo

Title: Fleet Manager

E-Mail Address: ret2600@gmail.com

Vendor: Winner Ford

Address: 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034

Telephone #: 856-427-2789

Fax #: 856-428-4718

Contact Person: Linda Hoffman

Title: Fleet Sales Representative

E-Mail Address: lhoffman@winnerford.com

Vendor: Hertrich Fleet

Address: 1427 Bay Road, Milford, Delaware 19963

Telephone #: 800-698-9825

Fax #: 302-839-0555

Contact Person: Michael Wright

Title: Government Sales Manager

E-Mail Address: mwright@hertrichfleet.com

Item #8: Purchase of Dodge Charger PPV.

Make: Dodge	Model: Charger	Year: 2013
Vendor: Beyer Chrysler-Jeep-Dodge-Ram		
Unit Price: \$22,040.00		

Optional Equipment for Item #8 and 8A	Unit Price
1. 5.7L HEMI VVT MDS V8 Engine w/ 3.06 Axle Ratio	\$2,230.00
2. 18" Wheel Covers	\$51.00
3. Floor Carpeting	(\$61.00) DEDUCT
4. Heavy Duty Cloth Front Bucket and Rear Bench	(\$78.00) DEDUCT
5. Fleet Single Key System	\$171.00
6. Street Appearance Group	\$526.00
7. Delete Inoperable Rear Window & Door Locks	\$46.00
8. Delete Driver's Side Spotlight Installation	(\$195.00) DEDUCT
9. Compact Spare Tire (instead of full size)	(\$112.00) DEDUCT
10. Solid Paint Color (instead of two tone paint)	(\$300.00) DEDUCT

Item #8A: Lease with an option to purchase of Dodge Charger PPV. Specifications for Item #8A are identical to specifications for Item #8.

Make: Dodge	Model: Charger PPV	Year: 2013
Vendor: Beyer Chrysler-Jeep-Dodge-Ram		

A. 2 Year Lease with an option to purchase	
1. First year annual payment	\$11,390.07
2. Second year annual payment	\$11,390.07
3. Lease buyout payment	\$1.00
4. Total Payments to Purchase Outright After 2 Years	22,781.15

B. 3 Year Lease with an option to purchase	
1. First year annual payment	\$7,743.34
2. Second year annual payment	\$7,743.34
3. Third year annual payment	\$7,743.34
4. Lease buyout payment	\$1.00
5. Total Payments to Purchase Outright After 3 Years	\$23,231.01

Note: An underwriting fee of \$425 is required per transaction, not per unit.

ITEM #8 AND #8A

Item #8: Purchase of Dodge Charger, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2013 model or newer.

Item #8A: Lease with an option to purchase of Dodge Charger, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2013 model or newer. Vehicles bid under Item #8A must comply with the same specifications as Item #8.

GENERAL SPECIFICATIONS FOR ITEM #8 AND #8A

Airbags	Front Advanced Multi-Stage, Front & Rear Side Curtain, Supplemental Front Side
Air Conditioning	Dual Zone w/ Air Filtering
Alternator	220 amp
Audio	AM/FM/Stereo w/ CD/MP3 Player
Axle Ratio	2.65
Battery	800 CCA Maintenance Free
Brakes	Four-Wheel Anti-Lock Heavy Duty Disc w/ Traction Control & Brake Assist
Cooling System	Severe Duty
Dome Lamp	White and Red LED Dome Lamp
Doors	Inoperable Rear Window Controls and Door Locks
Engine	3.6L 24- Valve VVT V6
Hour Meter	Engine Hour Meter
Locks	Remote Proximity Keyless Entry w/ Keyless Go
Mirrors	Manual Fold-Away Heated Power, Rearview Day/Night
Seats	Heavy-duty cloth front bucket seats w/ Vinyl Rear, Six-Way Power Driver
Shocks	Load Leveling and Height Control
Speedometer	160 MPH
Steering	Performance Power Rack and Pinion Steering
Steering Column	Column Mounted Shift Lever w Tilt & Limited Telescopic Steering Column
Tires	P225/60R18 Performance BSW Firestone and Full Size Spare
Tire Pressure	Monitoring System
Transmission	Five-Speed Automatic; Rear Wheel Drive
Trunk Release	Power Trunk Lid Release
Wheels	18" Steel
Wheel Covers	Bright Hubcaps
Windows	Power w/ One-Touch Up and Down
Windshield Wipers	Variable Intermittent

ADDITIONAL FEATURE SPECIFICATIONS FOR ITEM #8 AND #8A

Flooring	Heavy Duty Black Vinyl
Spot Lamp	Driver-side black LED spot lamp
Trim Color	Black
Paint	Vehicle to be Painted Pitch Black w/ White Front/Rear Doors and Roof

OPTIONAL EQUIPMENT FOR ITEM #8 AND #8A

Options will be selected by the members of the Cranford Police Cooperative Pricing System at the time the order is placed. Please use the following general items on the Bid Proposal Form to describe certain information concerning options for vehicles in this bid:

N/A – means item not available

STD – means the item is standard or not an extra charge

1. 5.7L HEMI VVT MDS V8 Engine w/ 3.06 Axle Ratio
2. 18" Wheel Covers
3. Floor Carpeting
4. Heavy Duty Cloth Front Bucket and Rear Bench
5. Fleet Single Key System
6. Street Appearance Group
7. Delete Inoperable Rear Window & Door Locks
8. Delete Driver's Side Spotlight Installation
9. Compact Spare Tire (Instead of Full Size)
10. Solid Paint Color (Instead of Two Tone Paint)

R# 11-13

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: *Sirianne*

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 JANUARY 9, 2013
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 9TH DAY OF JANUARY, 2013
Kathy L. Schemel
MUNICIPAL CLERK, I.C.O.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of January 8, 2013. 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 - November & December 2012 - Various Locations	*	1,682.46
Ambassador Medical Services	Drug Testing - September & October 2012 - Human Services	*	547.50
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Matters - November 2012		4,750.64 Pymt #5
Atlantic Flooring, Inc.	Base Molding for Senior Center - DPW		272.00
Atlantic Plumbing Supply Corp.	Supplies to Winterize Comfort Stations - DPW		64.28
Battery Mart	Batteries to Replenish Central Supply		625.01
BCM Irrigation	Repair Broken Main Line at Manahasset Park - DPW		150.00
Blaze Emergency Equipment, LLC.	Service/Repair Truck #25-4-90 - Fire Dept.	*	7,040.34
Builders' General Supply Co.	Materials for Beachfront - DPW	*	134.38
Capt. Jason Roebuck	Reimbursement for Purchase of Phone Accessories - Police Dept.	*	56.23
Central Jersey Starter & Alternator, Inc.	Rebuild (3) Alternators - DPW		1,075.00
Century Office Products, Inc.	Copier Maintenance - 11/24/12-2/24/13 - Various Depts.	*	788.98
CF Assoc.	2013 Budget Update Edition - Finance Director	*	125.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	620.73
City of Long Branch Clearing Account	Reimburse Clearing Account	*	120,997.46
City of Long Branch Clearing Account	Reimburse Clearing Account	*	110,960.74
City of Long Branch Clearing Account	Reimburse Clearing Account	*	284,047.31
City of Long Branch Clearing Account	Reimburse Clearing Account	*	162,607.18
City of Long Branch Current Account	Reimburse Clearing Account	*	859,572.72
City of Long Branch Payroll Agency Account	Petty Cash	*	235.32
City of Long Branch Payroll Agency Account	DCRP Match - December 2012	*	527.43
City of Long Branch Payroll Agency Account	Payroll Dated 12/21/12	*	34,595.60
City of Long Branch Payroll Agency Account	Payroll Dated 12/21/12	*	824,977.12
Coast Hardware Co.	Misc. Hardware - November 2012 - Traffic Dept.	*	41.03
Dell Marketing, L.P.	2012 TAS Software Maintenance - Comptroller's Office		20,000.00
DiFrancesco, Bateman, Coley & Yospin	Professional Services Rendered - Conflict Tax Appeals - November 2012		4,483.28 Pymt #5
Edwards Tire Co.	Tires for Police Dept. - DPW		1,069.20
Gagliano Appraisal, LLC.	Professional Services Rendered - Tax Appeals - December 2012		1,425.00 Pymt #8
Hilsen Termite & Pest Control, Inc.	Service Call at Cherry St. Park & Integrated Pest Control - Dec. 2012 - Various Locations - Health Dept.	*	580.00
Jersey Central Power & Light	Utilities - Electric (Street Lighting Included) - 8/31-12/3/12 - Various Locations	*	48,261.39
Lexis Nexis	2012 Accurint License - October & November 2012		100.00 Pymt #10-11
Long Branch Public Library	2012 Annual Contribution	*	150,000.00
Long Branch Sewer Authority	2011 Sewer/Sewer Interest	*	90,445.13
Maser Consulting, PA	Professional Services Rendered - Zoning Ordinances - May / September 2012	*	10,763.75
Mazza & Sons, Inc.	Storm Debris Removal - November 2012 - DPW	*	827,100.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Memphis Equipment	233.13	
Michael A. Irene, Jr. Esq.	500.00	Pymt #8
Monmouth County Treasurer - Finance Dept.	96,141.91	
New Jersey American Water Co.	20,163.03	
New Jersey Law Journal	57.95	
New Jersey Natural Gas	11,441.94	
Office Max, Inc.	14.20	
Office Needs, Inc.	391.00	
Postmaster	3,056.97	
Red The Uniform Tailor	635.87	
Sakoutis Brothers Disposal	123,475.28	
Seaboard Welding Supply, Inc.	105.50	
Sharp Electronics Corp.	198.05	
Siperstein's	114.83	
T.Y.G. Productions	500.00	
The Wall Street Journal	501.80	
Thompson Design Group, Inc.	1,291.23	Pymt 1-3
United States Postal Service	35,000.00	
Verizon	1,636.84	
Verizon Communications	49.99	
W.B. Mason Co.	127.97	
W.W. Grainger, Inc.	123.77	

TOTAL CURRENT

3,866,483.47

A-Tech Concrete	12,862.15	*
Birdsall Services Group, Inc.	3,487.38	Pymt #7
City of Long Branch Clearing Account	12,862.15	*
City of Long Branch Clearing Account	11,694.10	*
T & M Assoc.	602.50	Pymt #3

TOTAL CAPITAL

41,508.28

City of Long Branch Clearing Account	Reimburse Clearing Account	3,901.50	*
City of Long Branch Clearing Account	Reimburse Clearing Account	5,603.45	*
City of Long Branch Payroll Agency Account	Payroll Dated 12/21/12	399.71	*
City of Long Branch Payroll Agency Account	Payroll Dated 12/21/12	5,203.74	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Van Cleef Engineering
Verizon
Virgo Muni Finance Fund, LP

Engineering Services Rendered - Chabad of the Shore - June / September 2012
Utilities - Telephone - December 2012 - UFEZ
Tax Sale Premiums

* 3,857.00
* 470.05
* 600.00

TOTAL TRUST OTHER

264,269.75

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 12-13

**RESOLUTION AMENDING AGREEMENT FOR
RECREATION DEPARTMENT TO SUBLEASE 1224
SQUARE FEET OFFICE SPACE FROM
FIRST ATLANTIC FEDERAL UNION**

WHEREAS, the City of Long Branch has previously, by passage of Resolution #R293-12, authorized an agreement with the firm of First Atlantic Federal Credit Union for office space for the Recreation Department a monthly sum of \$1,683.18 and a yearly sum not to exceed \$20,500.56; and

WHEREAS, the City as part of their rental space agreement from December 1,2012 until November 30,2013 are responsible for monthly rental space for the months of December 2012, January, and February 2013 at \$1,683.18 for a total of \$5,049.54. Starting March 1,2013 monthly rental fees increase to \$1,717.04 a month until November 30,2013 for a total of \$15,453.36. CAM (Real Estate Taxes) charges (currently \$155.43 a month), estimated at \$3,600 for the term of this lease. In addition one and half(1.5) months security for a grand total of \$26,627.67 as a Subtenant, and the Business Administrator has recommended that is in the City's best interest to amend this agreement; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #2-01-199-201, in the amount of \$26,627.67.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby amends the agreement with **First Atlantic Federal Union** for sub-lease office space for the Recreation Department, **for an amended agreement amount not to exceed \$26,627.67**

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

OFFERED: Sirianni
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 0
ABSTAIN: 1- Celli

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 JANUARY 8, 2013
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 8th DAY OF JANUARY 2013
Kathy L. Schemel 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:

HURRICANE SANDY

Said contract being made as follows:

FIRST ATLANTIC FEDERAL CREDIT UNION \$ 26,627.67

Said funds being available in the form of:

APPROPRIATION # 2-01-199-201, \$26,627.67



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

11/7/13
Date



December 26, 2012

Ronald J Mehlhorn, Sr. CPA, RMA
Chief Financial Officer
City of Long Branch
344 Broadway
Long Branch, NJ 07740

RE: Sublease of 226 Broadway

Dear Mr. Mehlhorn,

Enclosed please find the executed lease for the above mentioned property. I will be your point of contact for any issues that may arise. In addition, Bjorn Anderson (732-380-3603, bjorna@fafcu.com) is the facilities manager here at the credit union. He is also available to assist you. My understanding is that your facilities personnel transferred the telephone line, alarm monitoring and utilities into the city's name.

✧ At your connivance, please have your insurance agent send me a copy of the declarations place naming First Atlantic Federal Credit Union as an additional insured on this property.

I am submitted this letter as the invoice for the rent in December \$1,683.18 and the CAM charges for real estate taxes which amount to \$155.43. Starting in January, should I expect payment on the 14th of each month?

Any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ernest D Huggard".

Ernest D Huggard, CPA
Senior Vice President

468 Industrial Way West. Eatontown, NJ 07724
732-380-3600
www.fafcu.com

LEASE AGREEMENT

This Lease (Lease) is made and executed this ___ of March 2004, by and between **GREATER LONG BRANCH CHAMBER OF COMMERCE**, P.O. Box 628, Long Branch, New Jersey, 07740, (Landlord), and **FIRST ATLANTIC FEDERAL CREDIT UNION**, (FAFCU) a Federal Corporation, located at 468 Industrial Way West, Eatontown, NJ 07724 (Tenant), who, with the intent to be legally bound, agrees as follows:

1. Fundamental Lease Provisions.

- A. Building: First Floor, 226 Broadway, Long Branch, New Jersey, 07740
- B. Square Feet of Building: N/A
- C. Square Feet of Premises: 1244
- D. Street Address of Premises: 226 Broadway, Long Branch, New Jersey, 07740
- E. Initial Lease Term: 10 Years
- F. Lease Commencement Date: On Lease Execution
- G. Rent Commencement Date: Thirty (30) days after Lease Execution
- H. Termination Date: 2014, for initial term
- I. Renewal Terms:
 - Yes: No:
 - If yes, Number of Terms: 3
 - Number of Years per Term: 5

The initial term of this Lease shall be for a period of ten (10) years. Tenant shall have the option to renew the Lease, under the same terms and conditions (but subject to the increases in annual rent, etc., as set forth in this Lease), for a first renewal term of five (5) years, and Tenant shall thereafter have the further option to again renew the Lease, for a second renewal term of five (5) years, and Tenant shall thereafter have the further and final option to again renew the Lease, for a third renewal term of five (5) years. To exercise any such renewal option, Tenant must not be in default of any of the terms and conditions of the Lease, and further, Tenant must

give Landlord written notice of such exercise at least 180 days prior to the expiration of the term then in effect.

- J. Security Deposit: None
- K. Construction Commencement Date: ASAP, upon receipt of Building Permit *
- L. Delivery Date: Lease will commence upon Lease Execution.
- M. Cash Allowance: \$50,000 credit for improvements with payment spread over a ten (10) year period in the form of rent abatement

In consideration of fit-up work to be performed by Tenant at the premises, Landlord shall afford to Tenant a credit against monthly base rent in the amount of \$416.66 per month, commencing with the payment of the first month's base rent due and payable under this Lease. This notwithstanding said monthly credits to be afforded by Landlord are expressly subject to and contingent upon each of the following terms and conditions:

(i) the referenced credits shall apply only as long as Tenant is not in default of the terms or conditions of this Lease; if Tenant is in default of the Lease, which default is not material, then such credits against the monthly base rent shall be suspended until Tenant cures any default and returns to full compliance with this Lease and all Tenant's obligations hereunder; if Tenant's default is material, including but not limited to any non-payment of rent (and/or additional rent), then the credits at issue shall immediately cease and be permanently terminated, without the necessity of further action by the Landlord, and Tenant shall receive no consideration for any "unused credits";

(ii) notwithstanding anything to the contrary that may be set forth herein, the total amount to be credited as aforesaid is absolutely capped at, and under no circumstances shall same exceed, a total credit of \$50,000.00;

(iii) the credits at issue are subject to and contingent upon Tenant causing the fit-up work to be performed by a reputable contractor or contractors, each of whom shall be subject to the Landlord's reasonable approval, in accordance with the plans and specifications to be submitted by Tenant to Landlord for prior review and approval;

(iv) all fit-up work at issue shall be completed, and Tenant shall have obtained all necessary permits, and any required Certificate of Occupancy, no later than four (4) months following the commencement of this Lease; if Tenant fails to cause the fit-up work to be completed and to obtain all required permits and Certificates within said time frame, then the credit against monthly rent here at issue shall thereupon be suspended, and same shall not be recommenced, until such time as Tenant has caused the fit-up work to be completed and has also obtained all required permits and Certificates; and,

(v) notwithstanding the suspension or termination of the credit against monthly rent, for any reason at issue, same shall not excuse the Tenant from paying base monthly rent, as well as all additional rent, and any and all other charges, for which Tenant would otherwise be required to pay, pursuant to the terms of this Lease.

N. Other Allowances: NONE

O. Minimum Annual Rent:

(1) First 5 Years of Initial 10 Year Term: The basic annual rent for each of the first five years of the initial term (Years 1 through 5) shall be fixed, and shall be in the annual amount of \$18660.00, payable in the monthly amount of \$1,555.00, in advance, on the first day of each month;

(2) Subsequent Years: See attached Exhibit G.

(3) Additional Rent: Twenty five (25) per cent of common area costs.

P. Alteration(s): To be paid by Tenant

Q. Reserved Parking Area: (see Exhibit F –Five reserved spaces)

R. Address for Notices:

To Landlord:

Greater Long Branch Chamber of Commerce
Attention: Nancy Kleiberg, Executive Director
Facsimile : 732-571-3385
Telephone : 732-222-0400

To Tenant:

First Atlantic Federal Credit Union, Inc.
Attn: E. John Culp, President/CEO
Post Office Box 25
West Long Branch, NJ 07764
Facsimile # 732-380-3637
Telephone #732-380-3600

With a copy to:

Walter John Gabrysiak, Esq.
Orlovsky, Moody, Schaaff & Gabrysiak, Esqs.
Monmouth Park Corporate Center
187 Highway 36
West Long Branch, NJ 07764
Facsimile # (732)-222-9181
Telephone # (732)-222-6777

- S. Broker(s): NONE
- T. Basement: Landlord will allow Tenant access to basement for its HVAC, electrical, security systems, etc.

* The bank facility to be constructed shall be as per plans Exhibit B.

2. Premises.

A. In consideration of Tenants agreement to pay the Rent and the covenants and conditions herein contained, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord for the lease term or terms hereinafter provided and upon the terms and conditions set forth herein, that certain demised premises (Premises) which is a portion of the property more particularly described on Exhibit A attached hereto and made a part hereof. The Premises are the commercial building described in Section 1. The Street Address of the Premises is set forth in Section 1.

B. Additionally it is agreed between the parties that FAFCU will have first right of refusal to purchase the property if the Landlord should decide to sell, in accord with the following terms and conditions.

(1) The transfer of the property to a corporation or limited liability company affiliated with the Landlord, or created by the Landlord and/or one or more of its members or directors for purposes of holding title to the premises here at issue, shall not be deemed to be a conveyance which is

subject to Tenant's "first right of refusal", and Tenant shall have no such right in any such circumstance, and Tenant shall execute any "waiver" document that may be required by Landlord in any such circumstance.

(2) If at any time during the term of this Lease, Landlord shall desire to market the premises here at issue for arms length sale to a third party unrelated to the Landlord, and should Tenant not then be in default under the Lease, then Landlord shall give written notice of the basic terms upon which Landlord is willing to or intends to sell the premises here at issue to such a third party. Within 20 days after postmark of Landlord's notice, Tenant must give Landlord written notice pursuant to which Tenant shall elect to either: (a) purchase the premises in its entirety upon the same terms as set forth in Landlord's notice; or (b) decline to purchase the premises, in which case the Tenant shall thereupon be deemed to waive its "first right of refusal" hereunder. If Tenant does not so respond in writing to Landlord's notice within said time period, Tenant shall be deemed to have elected clause (c) above. If Tenant exercises its first right to purchase the premises as provided herein, the parties shall promptly thereafter execute a contract of sale. Tenant's rights described in this paragraph are personal to the Tenant executing this Lease only for such time as such Tenant may actually occupy the premises here at issue, and to any successor in interest to the Tenant that actually occupies the premises here at issue, only, and such first right of refusal may not be otherwise exercised or assigned.

3. Term.

The term of this Lease (Lease Term), the date of its commencement (Lease Commencement Date), the date of the commencement of Tenants obligation to pay rent hereunder (the Rent Commencement Date), and its scheduled termination (Termination Date) shall be as set forth in Section 1. The Lease Commencement Date shall be: see 1.F. Tenant has the right to exercise the option for the three (3) term extensions.

4. Exhibits.

The exhibits listed below and attached to this Lease are incorporated herein by reference:

- Exhibit A - Legal Description of Land upon Which Building is Located
- Exhibit B - Plan of Building/Premises/Architectural Drawings
- Exhibit C - Estimated Schedule of Completion
- Exhibit D - Tenant's Sign Location
- Exhibit E - Tenant's Sign Specifications
- Exhibit F - Tenant Reserved Parking Area
- Exhibit G- Rent after Initial Term

5. Rent.

5.1 The Minimum Annual Rent shall begin to accrue on the Rent Commencement Date which is set forth in Section 1. The Minimum Annual Rent and any other sums required to be paid pursuant to this Lease (Additional Rent) are sometimes referred to herein as Rent.

5.2 Tenant hereby covenants and agrees to pay to Landlord, for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the sums of money set forth as Minimum Annual Rent in Section 1. All Rent shall be paid in U.S. dollars, in advance, without notice or invoice from Landlord, on the first day of each and every month during the initial Lease Term, commencing upon the date on which Minimum Annual Rent is determined to commence under the provisions of Section 5.1 hereof and ending upon the Termination Date. In the event such Minimum Annual Rent shall be determined under the provisions of Section 5.1 hereof to commence on a day other than the first day of a month, then the Minimum Annual Rent for the period from such Rent Commencement Date until the first day of the month next following shall be prorated accordingly. Minimum Annual Rent and Additional Rent shall be paid or mailed to Landlord's address as set forth in Section 1. or to such other payee or address as Landlord may designate in writing to Tenant. The Minimum Annual Rent for each of the Renewal Terms, if any, shall be subject to adjustment as set forth in Section 1. hereof for the applicable time period.

5.3 In the event that any monthly installment of Minimum Annual Rent or any payment of Additional Rent should become overdue for a period of ten (10) business days after the due date, Tenant shall pay an additional late charge to defray the expenses incidental to handling each such overdue installment equivalent to five percent (5%) thereof.

5.4 Building/Premises Costs. (Included in annual/additional rent).

As used herein the term Building Costs shall include the following definitions:

Insurance Premiums shall mean those costs actually incurred and paid, or payable, by Landlord to obtain the policy (ies) of insurance required under this Lease.

Operating Costs shall mean the cost of utilities, maintenance and other services supplied to the Building by Landlord in accordance with this Lease.

(a) Tenant is responsible for maintaining the demised premises in good repair and condition. Tenant shall be responsible for all utilities serving the demised premises. Tenant shall also pay, upon presentation of invoices from the Landlord, Tenant's pro rata share of the common area maintenance, Landlord's insurance coverage for the property, and any and all other Landlord's reasonable operating expenses for the property in which the demised premises are a part (hereinafter CAM). These

payments for which Tenant is responsible shall be deemed to be additional rent under this Lease. As used herein, Tenant's "pro rata share" of a particular expense or cost shall be calculated by multiplying the particular cost or expense at issue by 25% (insofar as Tenant's space herein demised constitutes approximately one-fourth of the entire premises). Tenant shall have the right to audit CAM expenses upon reasonable notice.

(b) Tenant shall place in Tenant's name, any utilities separately metered for the demised premises, and pay charges for usage of any such utilities directly to the utility provider. Any utilities not separately metered, shall be included in CAM charges for the premises. Currently, water is not separately metered, and charges for same shall be included in CAM charges. Electricity is separately metered for the demised premises. Gas is not currently separately metered, although Landlord intends to cause same to be separately metered at some point in the future, at Landlord's expense (charges for gas usage shall be included in CAM charges until the separate meter is installed; thereafter, Tenant shall place gas service for the demised premises in Tenant's name, and shall pay charges for same directly to the utility provider).

(c) Landlord is a not-for-profit corporation, and the portion of the property utilized by Landlord is not subject to real estate taxes. Tenant shall be responsible for paying in full, which payment shall be made through the Landlord (same being additional rent hereunder) upon the presentation to the Tenant by the Landlord of the tax bill, the real estate taxes that are assessed against the property as a result of Tenant's rental of the premises herein demises.

Real Property shall mean the land more particularly described in the legal description on Exhibit A.

Real Property Taxes shall mean any form of assessment, license, fee or levy (other than income, estate, succession, inheritance, transfer, gift, corporation or franchise taxes) with respect to the Building and the Real Property now or hereafter imposed by any authority having direct or indirect power to tax, including without limitation any city, county, state or federal government or any improvement or other district or division thereof. Real Property Taxes shall not include (i) any personal property taxes payable by Tenant; (ii) any real estate transfer tax, mortgage lien tax, documentary stamp tax, recording fees and similar charges; (iii) any special assessment for highway, street or traffic control improvements, for sanitary or storm sewers, for utilities or for other off-site improvements of any nature whatsoever made in connection with the development of the Building; (iv) any penalties, fines, interest or fees resulting from Landlord's failure to timely pay any tax.

6. Use.

6.1 The Premises may be used by Tenant as a **BANK. No other Bank or Bank Operation (i.e. ATM or other bank operation) will be located at these premises.**

Tenant has confirmed zoning of the premises for such use; Landlord makes no representations or warranties regarding same."

6.2 Landlord shall not be a party to or allow any operating covenant or restriction to be imposed upon the Building or to be included in any lease agreement relating to or affecting the Building or Real Property which hinders, restricts or adversely affects Tenants use of the Premises as permitted hereunder.

6.3 The Tenant shall have the right to conduct its business in the premises, during normal business hours for a similar business. The Common Areas of the Building and Land shall be lit during Tenants business hours. Tenant shall be responsible for providing its own security for the Bank Premises.

7. Subordination, Non-Disturbance.

7.1 Upon written request of Landlord, or any mortgagee or beneficiary of Landlord, Tenant will, in writing, subordinate its right hereunder to the interest of any ground lessor of the land upon which the Premises is situated and to the lien of any mortgage or deed of trust, now or hereafter in force against such land and/or the Building, and upon any building hereafter placed upon the land of which the Premises is a part; provided, however, that the ground lessor, or the mortgagee or trustee named in said mortgage or trust deed shall agree to not disturb Tenants rights under this Lease and that Tenants peaceable possession of the Premises and its rights under this Lease will not be disturbed on account thereof.

7.2 In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust, upon any such foreclosure or sale, Tenant agrees to recognize such beneficiary or purchaser as the Landlord under this Lease, provided such entity does not disturb Tenants rights under this Lease and Tenants rights under this Lease continue unabated.

8. Environmental Matters.

8.1. Tenant represents and warrants that from Commencement Date of this Lease through Tenants vacation of the premises, Tenant shall not introduce into the Property nor store, treat or use on the Property any asbestos, PCB transformers and hazardous, toxic and contaminated substances (collectively, Hazardous Materials). During the term of the Lease Term and any extensions or renewals, Tenant shall be in compliance with all applicable federal, state and local laws, rules regulations and ordinances. **Landlord agrees to remediate any existing environmental conditions.**

9. Alterations.

(a) By executing this Lease, Tenant acknowledges that Tenant is satisfied with the condition of the premises, and Tenant accepts the premises "as is", without any representation or warranty, except for environmental conditions which will be remediated by the Landlord. Further, it is specifically provided and agreed that Tenant shall be responsible for obtaining any necessary Certificate of Occupancy, fire code permit, or the like for the demised premises.

(b) Tenant is responsible for completing/fitting up the demised premises as may be required for Tenant's purposes and intended use of the premises. Tenant may not, however, make any changes or alterations to the rental space without the Landlord's prior written consent. Any changes or alterations made to the premises with the Landlord's consent shall become the property of the Landlord when completed by Tenant (Tenant shall nevertheless remain responsible for paying for all costs of such changes and/or alterations). The Tenant shall promptly pay for all costs of any permitted changes or alterations to the premises. The Tenant shall not allow any mechanic's lien or other claim to be filed against the property. If any lien or claim is filed against the premises, the Tenant shall have same promptly removed.

(c) Tenant is responsible for obtaining any and all required permits/approvals from any applicable governmental authorities regarding fit-up of and construction within the demised premises and Tenant shall provide proof of same to the Landlord.

10. Fixtures and Personal Property.

Any trade fixtures, business equipment, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property installed in or on the Premises by Tenant at its expense (Tenants Property) shall remain the property of the Tenant. Landlord agrees that Tenant shall have the right (but not the obligation), at any time or from time to time, to remove any and all of Tenants property. Tenant at its expense shall promptly repair any damage occasioned by the removal of Tenants Property and upon expiration or earlier termination of this Lease, shall leave the Premises in a neat and clean condition, free of debris, normal wear and tear excepted. Tenant shall pay all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation in the Premises as well as upon Tenants Property. If any such items of property are assessed with property of Landlord, then such assessment shall be equitably divided between Landlord and Tenant to the end that each party shall pay only its equitable portion of such assessment.

11. Signage.

Tenant shall be solely responsible for the repair and maintenance of Tenants signs, and Tenant shall remove all signage and Brand Image at the end of the Term (as may be extended), and shall repair any damage caused by such removal.

Tenant must obtain Landlord's prior written consent regarding the placement by Tenant of any signs at the demised premises (and Tenant must demonstrate compliance with all applicable governmental regulations); provided, however, that the Landlord's consent shall not be unreasonably withheld.

Tenants standard sign package, provided same is in compliance with applicable governmental regulations and ordinances, is included in the Exhibits attached to this lease and Landlord approves same.

12. Liens.

Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic, laborer or Tenant or materials supplied by a material man to Tenant which might be, or become, a lien or encumbrance or charge upon the Premises or the Building. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenants contractor to work in the premises shall be filed against the Premises or the Building, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, bonded or insured over by Landlords title insurance company.

13. Laws and Ordinances.

13.1 Tenant and Landlord agree to comply with all laws, ordinances, orders and regulations regarding the use and occupancy of the Premises and the cleanliness, safety or operation thereof. Tenant agrees to comply with the reasonable regulations and requirements of any insurance underwriter, inspection bureau or similar agency with respect to that portion of the Premises occupied by Tenant. Tenant also agrees to permit Landlord to comply with such recommendations and requirements with respect to that portion of the Premises in the control of Landlord.

13.2 Tenant agrees not to (i) permit any illegal practice to be carried on or committed on the Premises; (ii) keep or use or permit to be kept or used on the Premises any flammable fluids, gases or explosives without the prior written permission of Landlord except for normal cleaning products; (iii) deface or injure the Premises or the Building; or (iv) commit or suffer any waste.

14. Services.

14.1 Landlord acknowledges that Tenant has leased the Premises for Tenants use as set forth in Section 6 of this Lease.

14.2 All replacement light bulbs and ballast shall be installed by Tenant, at Tenants sole cost. Landlord is responsible to insure water is available to serve the Building as required for lavatory and drinking purposes and such other uses as are permitted pursuant to Section 6.

14.3.1 Subject to the provisions of Section 9, Tenant, at Tenants expense, may install such additional safety and security systems or devices, including, without limitation, smoke detectors, electronic security devices and auxiliary emergency electric power supplies, as Tenant may deem appropriate, provided that such installations shall not materially and adversely affect any Building systems. Tenant shall be obligated, at its sole cost and expense, to maintain, repair and keep operational, its security system for the Premises.

14.3.2 Tenant shall keep the interior of the Premises cleaned and maintained in accordance with its current standards, including all janitorial services and interior Premises trash removal, at its sole cost and expense.

14.4 The Landlord is not liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the premises or surrounding areas. The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of utilities and services beyond the reasonable control of the Landlord. Any such occurrence does not excuse the Tenant from paying rent and additional rent.

14.5 Landlord shall provide, provision of enclosed space (i.e., from a dumpster or dumpsters or other containers) for trash. Trash shall either be picked up by the City or trash collection will otherwise be part of CAM.

15 Common Areas

Landlord agrees to maintain or cause to be maintained, the Common Areas in good order and repair, the costs and expenses for which shall be included in Common Area Maintenance (CAM charges to be paid by tenants of the premises. Common Areas are defined as and shall consist of all landscaped areas, sidewalks, driveways, parking and other facilities available for use, all as they may from time to time exist and be available to the tenant or all tenants in the Building, their employees, agents, customers, licensees and invitees. The outside common areas of the Building which are available to the Building generally, shall be considered part of the Common Areas and shall be available for use by Tenant. Without limiting the foregoing, Landlord shall

be responsible for snow and ice removal from the Common Areas so that Tenant may open, or remain open for business at normal hours during or after snowfall or ice accumulation.

16. Damage to Premises.

In the event the Premises are hereafter damaged or destroyed or rendered partially untenantable for their permitted use, by fire or other casualty insured or which should have been insured under the coverage which Landlord is obligated to carry pursuant to this Lease, then Landlord shall, within thirty (30) days after such casualty, commence repair of said Premises. Within ninety (90) days after commencement of such repair Landlord shall restore the Premises to substantially the same condition in which it was immediately prior to the occurrence of the casualty, except as otherwise provided in this Section 16 and Landlord shall not be obligated to repair or replace Tenants Property. In the event the Premises are not so repaired within such ninety (90) days, Tenant shall have the continuing right thereafter until such repairs are complete to terminate this Lease. From the date of such casualty until the Premises is so repaired and restored, Rent and all other charges and items payable hereunder shall be abated in such proportion as the part of the Premises thus destroyed or rendered untenantable bears to the total Premises as long as tenant can continue normal business operations. However, in the event that fifty percent (50%) or more of the Premises, or the Building, is destroyed or rendered untenantable or unsuitable for its intended use by fire or other casualty during the last year of the initial Lease Term or during the last year of any Renewal Term of this Lease based upon the cost to replace the Premises damaged or destroyed as compared with the market value of the improvements on said Premises immediately prior to such fire or other casualty (as shown by certificate of Landlords architect), then Landlord or Tenant each shall have the right to terminate this Lease effective as of the date of the casualty, by giving written notice of termination to the other within thirty (30) days of such casualty; provided, however, Tenant shall have the right to nullify any Landlord termination by exercising an option to renew this Lease (if available). If said notice of termination is given within this thirty (30) day period, this Lease shall terminate and Rent and all other charges shall abate as aforesaid from the date of such casualty, and Landlord shall promptly repay to Tenant any Rent paid in advance which has not be earned as of the date of such casualty. If said notice is not given and Landlord is required or elects to repair or rebuild the Premises as herein provided, then Tenant shall repair and replace Tenants Property to at least its condition prior to the damage or destruction.

17. Insurance.

17.1 Tenant shall not rely upon any of Landlords insurance for any claim within the leased building/premises should there be any type of claim under Landlords policies. Landlord is responsible for all insurance outside the leased building/premises.

17.2 The Tenant at Tenant's own cost and expense, shall obtain or

provide and keep in full force for benefit of the Landlord, and with said policy setting forth the Landlord as a named insured during the term hereof, standard form, combined single limit general public liability insurance insuring the Landlord against any and all liability or claim of liability arising out of, occasioned by or resulting from any acts and/or otherwise in or about the leased premises for injuries to any person or persons with a limit of not less than \$1,000,000.00 for injuries to any person or persons, in any one accident or occurrence and for loss or damages to the property of any person for not less than \$1,000,000.00. Tenant shall also maintain glass replacement insurance. The policy or policies of insurance shall be of a company or companies authorized to do business in the State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefore, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of payment of the premium therefore. Policies require non cancellation without 15 days prior written notice to the Landlord.

17.3 Tenant agrees to carry all risk property insurance (Tenants Property Insurance) covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage for at least eighty percent (80%) of Tenant's replacement value as well as all of Tenants Property located on or within the Premises. Tenant shall provide Landlord certificates evidencing that Tenants Property Insurance is in full force and effect. Landlord agrees that it shall not have any right, title or interest in and to Tenants Property Insurance or any proceeds there from. Tenant shall name Landlord as an Additional Insured under Tenants policy with regard to any lawsuit covered by Tenants insurance.

17.4 Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. This waiver shall not be required if the insurance carrier charges an additional premium in order to provide such waiver and the party benefiting from the waiver does not agree to pay the additional premium.

18. Indemnification.

The parties hereby indemnify and hold each other harmless from and against any and all claims, demands, liabilities and expenses, including attorneys fees, arising from their use of the Premises or from any act permitted, or any omission to act, in the Premises or the Building by the parties or its agents, employees or contractors, or from any breach or default by a party of this Lease, except to the extent caused by the parties negligence or willful misconduct. In the event any action or proceeding shall be

brought against a party by reason of any such claim, the party shall defend the same at their expense by counsel reasonably satisfactory to the other party.

19. Assignments, Subletting and Ownership.

19.1 Tenant shall have no right to sublet the premises, in whole or in part. Tenant may assign the Lease in its entirety, to an affiliated entity, successor in interest or by merger, with Landlord's prior written approval, which approval shall not be unreasonably withheld.

19.2 Landlord shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest to the Premises/Building, provided such transferee or assignee shall be bound by the terms, covenants and agreements herein contained, and shall expressly assume and agree to perform the covenants and agreements of Landlord herein contained; and provided further that Landlord provides written notice of such transfer.

19.3 In the event an assignment of this Lease or sublease of the Premises, to other than an Affiliate of Tenant, results in Rent to Tenant in excess of the Rent being charged hereunder, such excess Rent shall be payable to the Landlord.

20. Access to Premises.

Upon reasonable prior notice, but in no event less than twenty-four (24) hours (except in the case of an emergency), Landlord may enter the Premises during Tenants business hours or other mutually agreed to times for purposes of inspection, to show the Premises to prospective purchasers and lenders with the accompaniment of an appointed representative of Tenant, or to perform maintenance and repair obligations imposed upon Landlord by this Lease, except that Landlord shall not be permitted to inspect or show security areas and appurtenant systems designated by Tenant. Any entry by landlord, other than for emergency repair shall not interfere with bank operations.

21. Defaults by Tenant.

21. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder within ten (10) days after the due date, after written notice by landlord and tenants right to cure.

(b) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by the Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant.

(c) The making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), the appointment of a trustee or receiver to take possession that is not restored to Tenant within thirty (30) days, or the attachment, execution or other judicial seizure that is not discharged within thirty (30) days.

21.2 In the event of any such default by Tenant, then Landlord may undertake any remedies available by law or equity.

22. Default by Landlord.

If Landlord should be in default in the performance of any of its obligations under this Lease, Tenant shall give the Landlord thirty (30) days notice of that term of default prior to undertaking any remedy allowed under this Lease or applicable law.

23. Surrender of Premises.

Tenant shall, upon the expiration of the Lease Term, and any renewal thereof or any earlier termination of this Lease for any cause, surrender to Landlord the Premises, including, without limitation, all building apparatus and equipment then upon the Premises, and all alterations, improvements and other additions which may be made or installed by the landlord, in, upon or about the Premises, other than Tenants Property which shall remain the property of Tenant without any damage, injury or disturbance thereto, or payment therefore. The Premises shall be returned to Landlord in the same condition it was in on the Commencement Date of this Lease except for ordinary wear and tear and casualty (if any).

24. Eminent Domain.

24.1 (a) In the event that any portion of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, then, at the election of either Landlord or Tenant, this Lease shall terminate and expire as of the date of such taking, and both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder.

(b) Notice of any termination relating to such eminent domain proceeding must be made by the party electing to terminate this Lease within sixty (60) days after receipt of written notice of such taking.

In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder.

24.2 Whether or not this Lease is terminated, nothing herein shall be deemed to affect Tenants right to receive compensation from the condemning authority for

damages to Tenants Property. If this Lease is terminated as herein provided, all items of Rent and other charges for the last month of Tenants occupancy shall be prorated and Landlord agrees to refund to Tenant any Rent or other charges paid in advance.

24.3 If both Landlord and Tenant elect not to so terminate this Lease, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken as herein provided and Landlord agrees, at Landlords cost and expense, to, as soon as reasonably possible, restore the remaining portion of the Premises to a completed unit of like quality and character as existed prior to such appropriation or taking, and thereafter all Rent and payment obligations of Tenant shall be adjusted on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. For the purpose of this Section, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

24.4 Tenant shall have the right to pursue its claim against the condemning authority for damages in connection with any eminent domain proceeding.

25. Attorneys Fees.

In the event that at any time during the Lease Term either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorneys fees and disbursements incurred therein by the successful party. In the event Landlord is the successful party, said costs and expenses shall be deemed to be additional rent hereunder payable by Tenant to Landlord.

26. Notices.

Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service or by facsimile transmission or e-mail and shall be deemed to have been given upon the date of receipt by the party.

27. Remedies.

All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

28. Successors and Assigns.

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their

respective heirs, executors, administrators, successors and assigns.

29. Waiver.

The failure of either Landlord or Tenant to insist upon strict performance by the other party of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any subsequent breach or default in any of the covenants, conditions and agreements of this Lease. No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of Rent or by other means whatsoever unless the same is evidenced by Landlord's written acceptance of the surrender.

30. Holding Over.

If Tenant or any party claiming under Tenant remains in possession of the Premises or any part thereof after any termination or expiration of this Lease, Landlord, in Landlord's sole discretion, may treat such holdover as an automatic renewal of this Lease for a month to month tenancy subject to all the terms and conditions provided herein.

31. Interpretation.

The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

32. Covenant of Title and Quiet Enjoyment.

Landlord covenants that it has full right, power and authority to make this Lease, and that Tenant or any permitted assignee or sub lessee of Tenant, upon the payment of the Rent and performance of the covenants there under, shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the Lease Term or any renewal or extension thereof.

33. Estoppel.

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of this Lease between the parties hereto, that there are no amendments hereof (or stating what amendment there may be).

34. Recording.

Neither Landlord nor Tenant shall record this Lease.

35. Severability.

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

36. Governing Law and Venue.

This Lease shall be governed by the laws of New Jersey

37. Brokers.

Landlord and Tenant represent and warrant one to the other that they have not had any dealing with any real estate brokers or agents in connection with the negotiation of this Lease. Landlord and Tenant shall indemnify and hold each other harmless from and against any and all liability and cost which Landlord or Tenant may suffer in connection with real estate brokers claiming by, through or under either party seeking any commission, fee or payment in connection with this Lease.

38. Tenants Conduct of Business.

Notwithstanding any other provision of this Lease, Tenant shall have no obligation to operate in the Premises and shall have no liability to Landlord or any other party for failure to operate therein, but Tenants non-operation shall not excuse Tenants failure to pay Rent as required hereunder.

39. Additional Provisions

Notwithstanding anything to the contrary set forth in this Lease, it is specifically provided and agreed that there shall be no personal liability on the part of the Landlord, its successors or assigns, with respect to any of the terms, provisions, covenants and conditions of this Lease Agreement, and that Tenant shall look solely to the estate, property and equity of Landlord or such successor in interest in the premises here at issue and subject to the prior rights of any mortgagee or ground lessee, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, provisions, covenants and conditions of this Lease Agreement to be performed by Landlord, and for any other reason whatsoever, and this exculpation of personal liability shall be absolute and without exception.

Any and all payments required to be made from the Tenant to the Landlord pursuant to the provisions of this Lease, shall be deemed to be additional rent.

40. Entire Agreement.

This Lease contains all of the agreements of the parties hereto with respect to matters

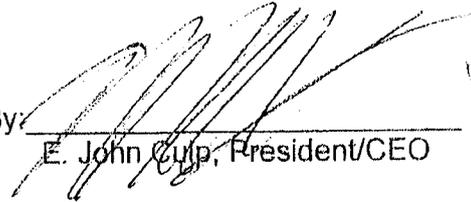
covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any such purpose. This Lease, including Rules and Regulations relating to the Building, if any, may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

This Lease is signed, sealed and delivered this 31st day of March 2004.

Attest / Witness

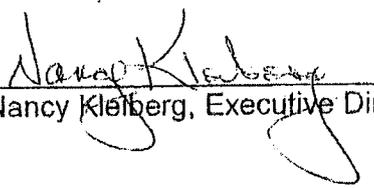
FIRST ATLANTIC FEDERAL
CREDIT UNION, Inc.

By: _____


E. John Cup, President/CEO

GREATER LONG BRANCH CHAMBER
OF COMMERCE

By: _____

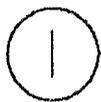
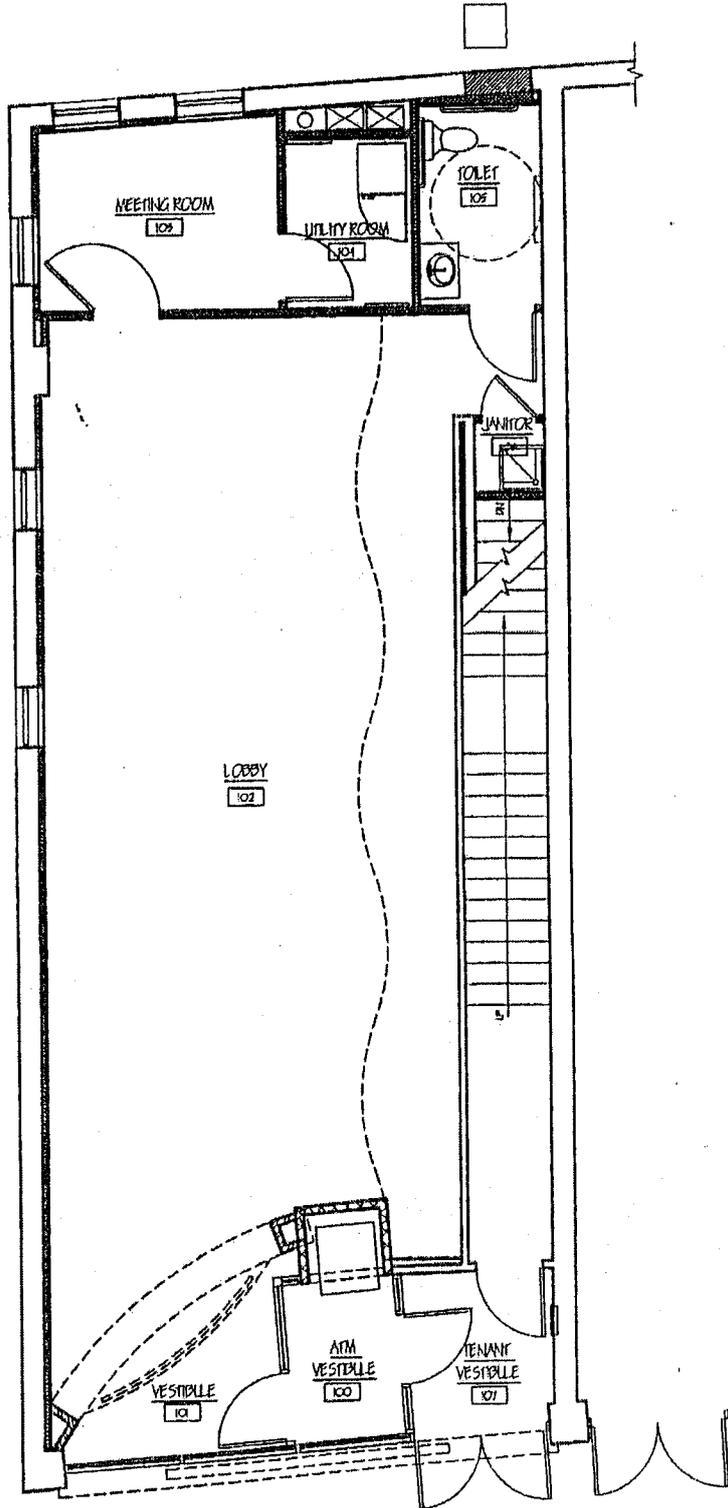

Nancy Kleberg, Executive Director,



GRUSKIN GROUP
 294 North Avenue
 Springfield, NJ 07081
 office tel: 973.378.4111
 office fax: 973.378.8968
 U.S.A. AND INTERNATIONAL • DESIGN

Date: 5-15-04
 Scale: As Shown
 Sheet No: 55A
 Title: K1
 Project Name:

First Atlantic
 Federal Credit
 Union
 222 Broadway
 Long Branch, NJ



ARCHITECTURAL PLAN

1/8" = 1'-0"

Exhibit "B"

Revison	Date	Revised

Drawing Title

We warrant that the drawings and specifications herein are a true and correct representation of the work to be done and that we are not aware of any conditions which would make the drawings and specifications incomplete or inaccurate. We shall be held responsible for any errors or omissions in the drawings and specifications.

Drawing Number

A1
 1 of 5

SUBLEASE AGREEMENT

This Sublease Agreement entered into by and between, **FIRST ATLANTIC FEDERAL CREDIT UNION (Sublandlord)**, and **CITY OF LONG BRANCH (Subtenant)**.

1. **Leased Premises.** (a) Sublandlord subleases to Subtenant, and Subtenant subleases from Sublandlord, the premises known as first floor, 226 Broadway, Long Branch, New Jersey, which space consists of approximately 1,244 square feet of area. It is expressly provided and agreed that the premises are leased absolutely "as is" without any representation or warranty whatsoever; Subtenant acknowledges that Subtenant is satisfied with the condition of the premises, and accepts the premises "as is".

(b) The parties acknowledge that First Atlantic Federal Credit Union leases the premises here at issue from the Greater Long Branch Chamber of Commerce ("Overlandlord"). This Sublease is expressly subject to and contingent upon the Overlandlord giving written consent to same. This Sublease may not be modified or amended, without the express written consent of the Overlandlord.

2. **Lease Term and Rent.** (a) This Sublease commences upon the full execution hereof, and shall terminate twelve (12) months later.. This Sublease can be extended to 31 March 2014 on agreement of all parties..

(b) Upon full execution hereof, Subtenant shall pay to Sublandlord the first month's rent of \$1683.18/month until March 31, 2013 & \$1716.84/month until lease termination as well as a security deposit equal to one (1) month's rent (the security deposit shall be held by Sublandlord, as security for the full and faithful performance by Subtenant of all of Subtenant's obligations under this Sublease, but the security deposit shall not constitute a limitation of Subtenant's liability regarding such obligations; any interest accrued on the security deposit is the property of the Sublandlord). Subtenant will also pay CAM charges as invoiced by Sublandlord on receipt from Overlandlord.

(c) Any and all provisions of this Sublease requiring the Subtenant to make a payment to the Sublandlord are hereby amplified to provide that all such payments shall be deemed to be additional rent.

3. **Use.** The premises sublet hereby shall be used only as and for office space for The City of Long Branch Recreation Department and for no other purpose. The premises shall not be used for any unlawful purpose or illegal activity. Subtenant may only operate within the demises premises between the normal hours of the City of Long Branch Recreation Department. The premises shall be closed outside of said hours.

4. **Utilities.** Subtenant shall be responsible for payment for all utilities serving the demised premises.

5. **Compliance with Rules, Regulations, Laws.** (a) Subtenant shall comply, now and in the future, with all rules, regulations, and laws applicable to the premises and/or Subtenant's use of same, including but not limited to all of Overlandlord's rules (whether now in effect or established in the future), and all rules, regulations, and/or laws of any and all federal, state and local governmental entities, agencies or authorities having jurisdiction over the premises. Subtenant at all times shall maintain the sublet premises and operating systems in a good repair, and in neat, clean, orderly and safe condition. (b) Subtenant shall comply with all applicable environmental rules and regulations in conjunction with Subtenant's use of the sublet premises.

6. **Maintenance, Repair and Alternation.** Subtenant shall be responsible for repairing/replacing any part or system of the sublet premises that needs repair/replacement.. Subtenant may not alter the

sublet premises or any part thereof without the prior written approval of the Sublandlord and the Overlandlord.

7. **Default.** It shall be a Default ("Default") under this Sublease if: (a) Subtenant fails to pay any rent or additional rent to Sublandlord within ten (10) days after such amount is due; (b) Subtenant fails to timely perform or observe any other agreement or obligation in this Sublease to be performed or observed by Subtenant; (c) Subtenant vacates or abandons the sublet premises or vacates or abandons any material portion of the sublet premises for more than ten (10) days; or (d) a voluntary or involuntary petition in bankruptcy is filed by, for or against the Subtenant; Subtenant makes an assignment for the benefit of creditors or enters into an agreement whereby control of its business is lost to a committee of creditors; Subtenant's interest hereunder is subject to attachment, execution or other judicial levy; Subtenant seeks an arrangement or other relief under Title 11 of the United States Bankruptcy Code or any other relief under any applicable laws relating to bankruptcy, insolvency or the relief of debtors; or a receiver or similar officer is appointed to take possession of Subtenant's property and the same is not discharged within 30 days after the date of such appointment.

8. **Remedies.** (a) In the event of a default by Subtenant regarding payment of rent or additional rent, Sublandlord may immediately terminate this Sublease, without notice, and exclude Subtenant from possession of the sublet premises. (b) In the event of a default by Subtenant regarding some action or inaction other than nonpayment of rent or additional rent, Sublandlord shall give Subtenant notice and 5 days to cure such default; if Subtenant fails to cure within said 5-day time frame, Sublandlord may immediately terminate this Sublease, without further notice, and exclude Subtenant from possession of the sublet premises. (c) Sublandlord shall further have all such rights and remedies available hereunder and/or under applicable law; all Sublandlord's rights and remedies are cumulative. (d) No receipt of money by Sublandlord from Subtenant or from any other party, after termination of this Sublease due to default shall reinstate this Sublease. (e) Nothing contained herein shall be construed to adversely affect the right of Sublandlord to indemnification for any liability of Subtenant arising prior to termination of this Sublease. All indemnifications contained in this Sublease shall survive the termination of this Sublease for any reason whatsoever, including expiration of the Sublease term.

9. **Insurance.** (a) Sublandlord's Casualty Insurance. Sublandlord shall keep the premises insured against loss or damage by fire, vandalism and malicious mischief. Subtenant shall comply with all insurance company requirements applicable to the use of the premises, and Subtenant shall not use the premises, or permit the premises to be used in any manner which would increase the premium of the insurance described above or cause a cancellation of any such insurance policy. Subtenant shall not keep in or about the premises any article which may be prohibited by any standard form policy of fire insurance.

(b) Subtenant's Casualty Insurance. Subtenant shall keep all of the Subtenant's improvements and Subtenant's trade fixtures, equipment, furniture, machinery, inventory and other personal property ("Subtenant's Property") insured against the following risks: (i) loss or damage by fire, vandalism and malicious mischief, sprinkler leakage, and all other physical loss perils in an amount not less than one hundred percent (100%) of the replacement cost. Subtenant releases Sublandlord from any and all liability for casualty damage or loss to same.

(c) Subtenant's Liability Insurance. The Subtenant at Subtenant's own cost and expense, shall obtain or provide and keep in full force for benefit of the Sublandlord, and with said policy setting forth the Sublandlord and the Overlandlord as named insureds during the term hereof, standard form, combined single limit general public liability insurance insuring the Sublandlord and the Overlandlord against any and all liability or claim of liability arising out of, occasioned by or resulting from any acts of the Subtenant and/or otherwise in or about the sublet premises, for injuries to any person or persons with a limit of not less

Subtenant shall also comply with all applicable laws and ordinances with respect to any and all signs installed by Subtenant.

15. Subordination. This Sublease and all of Subtenant's and Sublandlord's rights hereunder, shall at all times be and remain inferior and subordinate to any and all mortgages that may encumber the premises now and in the future. If requested by the Overlandlord, Subtenant and Sublandlord shall execute estoppel certificates and/or subordination agreements, and such further documentation, as Overlandlord and/or Overlandlord's mortgage lenders may request, now and in the future.

16. Copies of Notices to Overlandlord. The parties hereto provide and agree that they shall each carbon-copy the Overlandlord (the Greater Long Branch Chamber of Commerce, 228 Broadway, Long Branch, NJ 07740) on any and all notices that are issued from one of the parties hereto to the other.

17. No Recording. Neither this Sublease, nor any memorandum hereof, shall be recorded by either party hereto. Violation of this provision by Subtenant shall constitute default under this Sublease.

18. Other Provisions. (a) In all references herein to any parties, persons, entities or corporations 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 agreement may require.

(b) This agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

(c) This agreement constitutes the entire understanding and agreement between the parties regarding the subject matter set forth herein, and same may not be modified without the written agreement of the parties.

(d) In the event that any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to any person or circumstance other than those to whom it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) Should any party hereto employ an attorney or seek judicial enforcement of their rights hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including those in appellate proceedings, from the other party hereto.

(f) This contract may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(g) No failure on the part of any party hereto to exercise any power, right, privilege or remedy hereunder, and no delay on the part of any party hereto in exercising any power, right, privilege or remedy hereunder, shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

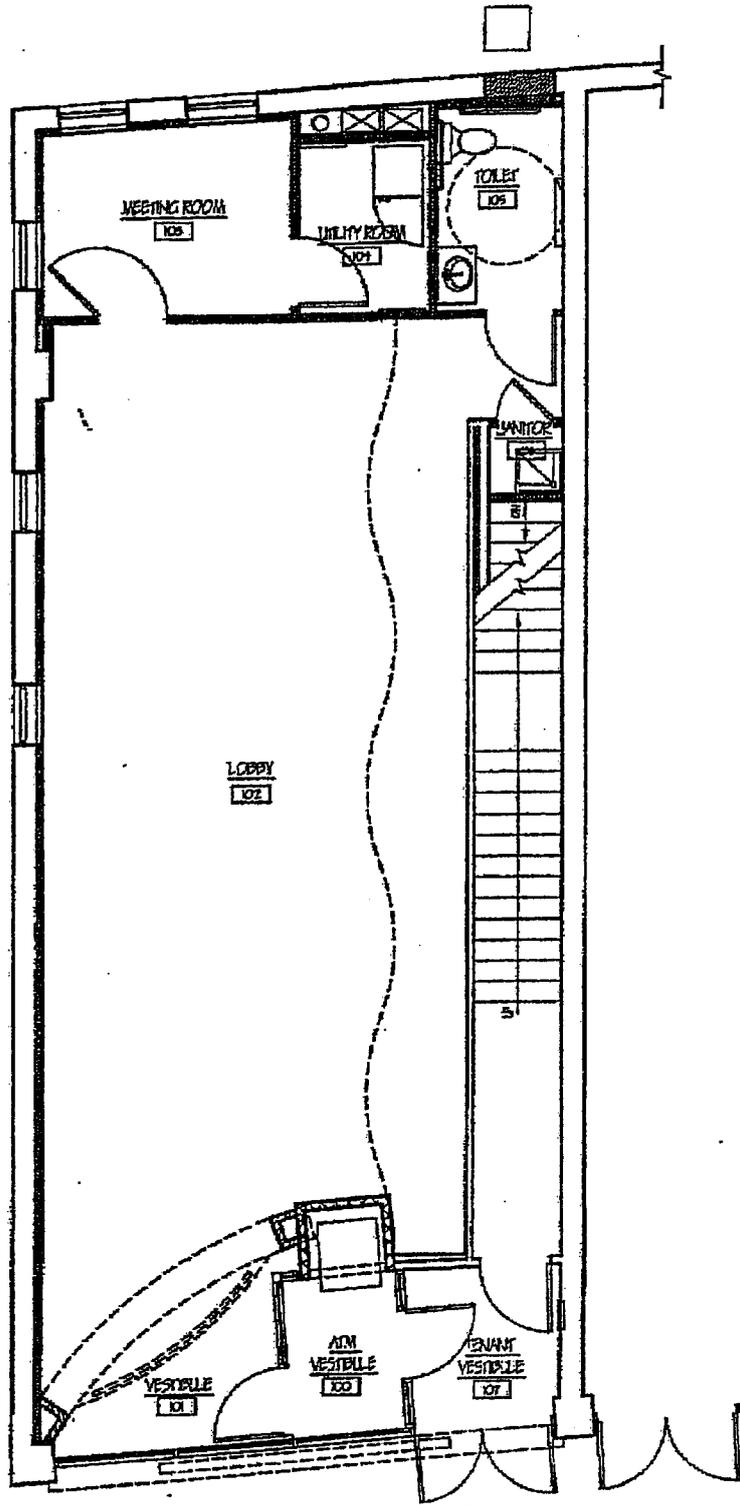
(h) The captions contained herein are inserted only for convenience of reference, and in no way define, limit or extend the scope or intent of this agreement or any provision hereof.



GRUSKIN GROUP
 234 Marie Avenue
 Springfield, NJ 07081
 telephone: 973.378.4411
 office fax: 973.378.8388
 www.gruskin.com

Rev. Number	2-15-04
Scale	As Shown
Drawn by	SSA
Checked by	KG
Plot Date	

**First Atlantic
 Federal Credit
 Union**
 250 Broadway
 Jersey Branch, NJ



ARCHITECTURAL PLAN

1/8" = 1'-0"

1/8" = 1'-0"

Project	
Client	
Location	
Contract No.	
Scale	
Notes	

Sheet Number

A1
1 of 8

**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:

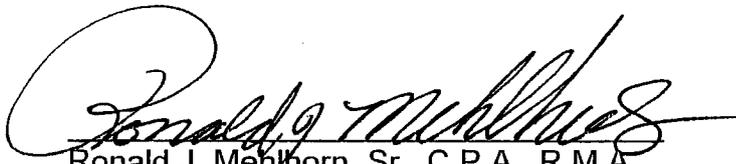
RECREATION \$ 20,500.56 ANNUAL CONTRACT

Said contract being made as follows:

FIRST ATLANTIC FEDERAL CREDIT UNION \$1,683.00 MONTHLY

Said funds being available in the form of:

RECREATION APPRO. # 2-01-081-235 CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2013 ADOPTED AND FUTURE BUDGETS.


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

12-11-12
Date

NOW, THEREFORE, BE IT RESOLVED by the Mayor of the City of Long Branch be and is hereby authorized to execute a Sublease Agreement by and between the First Atlantic Federal Credit Union and the City of Long Branch in an amount not to exceed \$ 20,500.56.

MOVED: Bastelli

SECONDED: Pallone

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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 December 11, 2012

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 11th DAY OF December 2012

Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

than **one million dollars** in any one accident or occurrence, and for loss or damages to the property of any person or persons for not less than **one million dollars**. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Sublandlord, together with evidence of the payment of the premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Subtenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Subtenant shall deliver a renewal or replacement policy with proof of payment of the premium therefor. The policies shall provide that same may not be canceled without 30 days prior written notice to the Sublandlord.

(d) Worker's Compensation. Subtenant shall maintain worker's compensation insurance as required by applicable Laws and liability insurance covering claims commonly covered by worker's compensation insurance for all persons employed by Subtenant on the premises.

(e) Waiver of Subrogation. Sublandlord and Subtenant release each other from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the premises or Subtenant's property suffered by or caused by any of the perils covered by any casualty insurance policy to the extent of such insurance, notwithstanding the fact that such peril shall have been caused by the fault or negligence of the other party. Each party shall request their insurers provide said waivers, and each party shall obtain any special endorsements that may be required to evidence compliance with the waivers. If either party is unable to obtain such waivers from its insurer, that party shall notify the other party.

10. Surrender of Premises. Upon the expiration or termination of this Sublease for any reason, Subtenant shall surrender the premises to Sublandlord in good condition and repair, broom clean, normal wear and tear excepted. Any damage to the sublet premises or any adjacent portions of the premises caused by Subtenant's removal of any of Subtenant's property shall be repaired at Subtenant's cost. If Subtenant fails to remove any of the Subtenant's property, Sublandlord may remove, store and/or dispose of such property as Sublandlord determines in its sole discretion, and Subtenant shall pay Sublandlord, upon demand, all costs and expenses associated with such removal, storage or disposal.

11. Assignment and Subletting. Subtenant may not sublet, assign, transfer or encumber this Sublease or any interest therein, or the premises here at issue, or any part thereof.

12. Indemnification. Subtenant shall defend, indemnify and hold harmless Sublandlord and the Overlandlord, and their respective members, managers, agents, attorneys, employees, licensees, and invitees, from and against any and all injuries, damages, claims, demands, liens, liabilities, losses, penalties, fines, causes of action, judgments, costs or expenses of any kind or nature, including, without limitation, attorneys' and professional fees and court costs, caused by, arising out of or relating to: (a) the use and/or occupancy of the premises by the Subtenant or any of Subtenant's members, managers, agents, employees, licensees, and/or invitees; and/or (b) any act or omission of Subtenant or any of Subtenant's members, managers, agents, employees, licensees, and/or invitees; and/or (c) any default hereunder or any failure to perform any agreement or obligation to be performed by Subtenant.

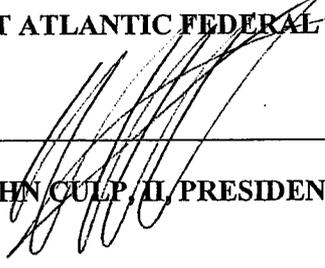
13. No Waiver. The waiver by Sublandlord of any default or the breach of any agreement or obligation hereunder shall not be deemed to be a waiver of any subsequent default or breach.

14. Signs. Subtenant shall not affix, attach or otherwise place any sign at or within any part of the premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld. Subtenant shall further obtain the written consent of the Overlandlord for any such sign(s), and

19. Exhibits. The following Exhibits are attached hereto and incorporated herein:
Demised Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Agreement to be duly
executed the date(s) indicated.

FIRST ATLANTIC FEDERAL CREDIT UNION (Sublandlord)

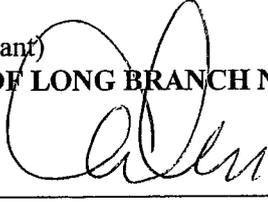
By:  _____

Dated: 12/14/12

E. JOHN CULP, II, PRESIDENT and CEO

(Subtenant)

CITY OF LONG BRANCH NEW JERSEY

By:  _____

Dated: _____

R# 293-12

A RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT RECREATION TO SUBLEASE A 1244 SQUARE FEET AT 226 BROADWAY IN THE CITY OF LONG BRANCH FROM THE FIRST ATLANTIC FEDERAL CREDIT UNION AS SUBLANDORD

WHEREAS, the Greater Long Branch Chamber of Commerce own premises located at 226 Broadway in the City of Long Branch; and

WHEREAS, a portion of said property is rented to the First Atlantic Federal Credit Union; and

WHEREAS, the City of Long Branch ("the City") already leases space located at 226 Broadway; and

WHEREAS, the Recreation Department of the City of Long Branch has a need for the use of a 1244 square feet of space which space cannot be provided to the Recreation Department in any current City owned property; and

WHEREAS, the Federal Atlantic Credit Union is agreeable to leasing 1244 square feet on the first floor at 226 Broadway in the City of Long Branch to the City for use by the Recreation Department and pursuant to the Sublease Agreement annexed hereto and made a part hereof; and

WHEREAS, the monthly rent amount will be \$1,683.18 until March 1, 2013 and \$1,716.84 a month until lease termination as well as a security deposit equal to one month's rent; and

WHEREAS, the funds are available in Account No. 2-01-081-235 not to exceed an amount of \$ 20,500.56 as certified to by the Chief Financial Officer of the City of Long Branch; and

WHEREAS, said sublease is in the best interests of the citizens of the City of Long Branch; and