

**RESOLUTIONS ADOPTED BY CITY COUNCIL APRIL 23, 2013**

**R98-13** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH FOR THE 2013 SUMMER SEASON

**R99-13** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH BATH & TENNIS CLUB FOR THE 2013 SUMMER SEASON

**R100-13** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE CONDOMINIUMS FOR THE 2013 SUMMER SEASON

**R101-13** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO A CONTRACT WITH SURF LIFESAVING, INC., TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT HARBOR MANSION & THE VILLA'S FOR THE 2013 SUMMER SEASON

**R102-13** RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS I FOR THE CITY OF LONG BRANCH

**R103-13** RESOLUTION REJECTING BID FOR ANIMAL SHELTER CONTRACT

**R104-13** RESOLUTION AUTHORIZING THE TAX ASSESSOR TO FILE APPEALS AND EXECUTE STIPULATION OF SETTLEMENT ON BEHALF OF THE CITY OF LONG BRANCH FOR THE YEAR 2013

**R105-13** RESOLUTION AUTHORIZING THE EXECUTION OF A COMMODITY RESALE AGREEMENT WITH THE COUNTY OF MONMOUTH

**R106-13** RESOLUTION NJDOT TRANSIT VILLAGE DESIGNATION

**R107-13** RESOLUTION DESIGNATING APRIL 2013 AS CHILD ABUSE PREVENTION AND AWARENESS MONTH

**R108-13** RESOLUTION RE-APPOINTING MEMBER TO THE LONG BRANCH HOUSING AUTHORITY (YVONNE RUSSELL-MANN)

**R109-13** RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR IMPROVEMENTS TO CHERRY STREET PARK

**R110-13** RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MONMOUTH COUNTY MUNICIPAL OPEN SPACE PROGRAM GRANT AGREEMENT

**R111-13** RESOLUTION 2012 RECYCLING TONNAGE GRANT

**R112-13** RESOLUTION 2013 EMERGENCY TEMPORARY APPROPRIATION

**R113-13** RESOLUTION REFUND OF SPECIAL EVENTS FEE

**R114-13** RESOLUTION APPROVAL PAYMENT OF BILLS

**R115-13** RESOLUTION SUPPORTING AN INTERVENTION BY THE NEW JERSEY RATE COUNCIL TO OPPOSE THE REQUEST BY JERSEY CENTRAL POWER & LIGHT ("JCP&L") TO THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES ("BPU") FOR APPROVAL OF INCREASES IN AND OTHER ADJUSTMENTS TO ITS RATES AND CHARGES FOR ELECTRICAL SERVICES

**R116-13** RESOLUTION INTRODUCTION 2013 BUDGET (TO BE GIVEN OUT TUESDAY EVENING)

**R117-13** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION D/B/A MEADOWLINK TO PROVIDE YEAR-ROUND SHUTTLE SERVICES IN THE CITY OF LONG BRANCH

**R118-13** TAX ABATEMENT RESOLUTION (WOODROW WILSON III)

R# 98-13

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH  
BEACH FOR THE 2013 SUMMER SEASON**

**WHEREAS**, the beachfront and beach area of Monmouth Beach is adjacent to the beach of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Monmouth Beach; and

**WHEREAS**, the Borough of Monmouth Beach wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, the Borough of Monmouth Beach agrees to pay the City of Long Branch a sum of \$100.00 per hour for services rendered by the City of Long Branch; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Borough of Monmouth Beach will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Monmouth Beach, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: *Sirianni*  
SECONDED: *Billings*

AYES: *5*  
NAYS: *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 *4-21-13*  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS *21* DAY OF *April*, 2013  
*Kathy L. Schemel*  
MUNICIPAL CLERK, R.M.C.

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** made this    day of    2013 by and between:

**BOROUGH OF MONMOUTH BEACH**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, Monmouth Beach is an adjacent municipality to the City of Long Branch; and

**WHEREAS**, the Monmouth Beach does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Monmouth Beach, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Monmouth Beach provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. Monmouth Beach agrees to pay to the City of Long Branch \$100.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Monmouth Beach

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2013 until the end of the bathing season which shall be not later than September 2013.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2013.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Kathy Schmelz, RMC  
City Clerk

\_\_\_\_\_  
Mayor Adam Schneider

**Monmouth Beach**

\_\_\_\_\_  
Date

**BOROUGH OF MONMOUTH BEACH  
22 BEACH ROAD  
MONMOUTH BEACH, NJ 07750**

**COMMISSIONERS**

\_\_\_\_\_  
**SUSAN HOWARD**  
Mayor

**JAMES F. CUNNIFF**  
Director of Revenue & Finance

**WILLIAM J. McBRIDE JR.**  
Director of Public Works

TEL (732) 229-2204  
FAX (732) 870-8245

**JOYCE L. ESCALANTE, R.M.C.**  
Borough Clerk

**GERALD CHISMAR**  
Borough Administrator

**VIA EMAIL**

April 5, 2013

Joan Bennett, Administrative Clerk  
City of Long Branch Public Works  
636 Joline Avenue  
Long Branch, NJ 07740

**Re: Interlocal Beach Raking Agreement for 2013**

Dear Ms. Bennett:

The Borough of Monmouth Beach would once again like to enter into an Interlocal Services Agreement with the City of Long Branch for Beach Raking services for 2013. We acknowledge that the cost will be \$100.00 per hour.

We normally request beach raking services from May through September, with the daily/weekly schedule to be determined by Amanda Stump, the Bathing Pavilion manager.

I will go ahead and schedule our resolution for our April 9, 2013 agenda and will send you a copy next week. As in past years, I understand that Long Branch will adopt a resolution and prepare and forward the Beach Raking Agreement to me. Once executed by Monmouth Beach, I will return a copy to you.

Very truly yours,

Joyce L. Escalante, RMC  
Borough Clerk

R# 99-13

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH  
BEACH BATH & TENNIS CLUB FOR THE 2013 SUMMER SEASON**

**WHEREAS**, Monmouth Beach Bath & Tennis Club is adjacent to the beach of the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of Monmouth Beach Bath & Tennis Club; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Monmouth Beach Bath & Tennis Club; and

**WHEREAS**, the Monmouth Beach Bath & Tennis Club wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, the Monmouth Beach Bath & Tennis Club agrees to pay the City of Long Branch a sum of \$100.00 per hour for services rendered by the City of Long Branch; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Monmouth Beach Bath & Tennis Club will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Monmouth Beach Bath & Tennis Club, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: *Sirianni*  
SECONDED: *Billings*

AYES: *5*  
NAYS: *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 4-2-13  
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 2 DAY OF April, 2013  
*Kathy L. Schemelz*  
MUNICIPAL CLERK, R.M.C.

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** made this    day of    2013 by and between:

**THE MONMOUTH BEACH BATH & TENNIS CLUB**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, Monmouth Beach is an adjacent municipality to the City of Long Branch; and

**WHEREAS**, the Monmouth Beach Bath & Tennis Club does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Monmouth Beach Bath & Tennis Club, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Monmouth Beach Bath & Tennis Club provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Monmouth Beach Bath & Tennis Club agrees to pay to the City of Long Branch \$100.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Monmouth Beach Bath & Tennis Club.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2013 until the end of the bathing season which shall be not later than September 2013.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2013.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Kathy Schmelz, RMC  
City Clerk

\_\_\_\_\_  
Mayor Adam Schneider

**Monmouth Beach Bath & Tennis  
Club**

\_\_\_\_\_

\_\_\_\_\_  
Date

**Kathy Schmelz**

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**From:** "Joan Bennett" <jbennett@ci.long-branch.nj.us>  
**To:** "Kathy Schmelz (Kathy Schmelz)" <kschmelz@ci.long-branch.nj.us>  
**Sent:** Tuesday, April 09, 2013 10:23 AM  
**Subject:** FW: MBBTC Beach Raking 2013



Joan Bennett  
Administrative Clerk  
Long Branch Public Works  
636 Joline Avenue  
Long Branch, New Jersey 07740  
732-571-6520  
732-222-2449 fax

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**From:** Monmouth Beach Bath & Tennis [mailto:mbbtc65@aol.com]  
**Sent:** Tuesday, April 09, 2013 10:16 AM  
**To:** jbennett@ci.long-branch.nj.us  
**Subject:** MBBTC Beach Raking 2013

Hi Joan,

If possible I would like to have our beach raked twice a week (same as last year) at the price of \$100. per hour on Mondays and Fridays beginning on Monday May 20 and continuing through Friday, Sept. 6.

Thanks for your inquiry and let me know if this schedule is possible.

Thank you,

Lisa Procopio

Monmouth Beach Bath and Tennis Club  
65 Ocean Avenue  
Monmouth Beach, NJ 07750  
732-222-0100 Phone  
732-870-0619 Fax

4/9/2013

R# 100-13

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE  
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE  
CONDOMINIUMS FOR THE 2013 SUMMER SEASON**

**WHEREAS**, Ocean Cove Condominiums located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Ocean Cove Condominiums; and

**WHEREAS**, Ocean Cove Condominiums wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, Ocean Cove Condominiums agrees to pay the City of Long Branch a sum of \$100.00 per hour for services rendered by the City of Long Branch; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Ocean Cove Condominiums will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Ocean Cove Condominiums, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: *Sirianni*  
SECONDED: *Billings*

AYES: *5*  
NAYS: *0*  
ABSENT: *0*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELE, 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 4-23-13  
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 24<sup>th</sup> DAY OF April 2013  
*Kathy L. Schele*

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** made this    day of    2013 by and between:

**THE OCEAN COVE CONDOMINIUMS**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, the Ocean Cove Condominiums owns property on the ocean front in the City of Long Branch; and

**WHEREAS**, the Ocean Cove Condominiums does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Ocean Cove Condominiums, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at the Ocean Cove Condominiums provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Ocean Cove Condominiums agrees to pay to the City of Long Branch \$100.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at the Ocean Cove Condominiums.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2013 until the end of the bathing season which shall be not later than September 2013.

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2013.

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Kathy Schmelz, RMC  
City Clerk

\_\_\_\_\_  
Adam Schneider, Mayor

**OCEAN COVE  
CONDOMINIUMS**

\_\_\_\_\_

\_\_\_\_\_  
Date

717 Ocean Avenue  
West End, New Jersey 07740  
(732) 222-2100 - Office  
(732) 571-9151 - Fax

## OCEAN COVE

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LAWRENCE GROSS, PRESIDENT  
DONALD HANKO, RESIDENT MANAGER

City Clerk's Office  
Municipal Building  
344 Broadway, 2<sup>nd</sup> Fl.  
Long Branch, NJ 07740  
Attn.: Joan Bennett

April 5, 2013

Dear Ms. Bennett:

The Ocean Cove Condominium Association requests that our beaches be raked this summer with the City Of Long Branch's equipment three times a week. We ask that you begin the week before Memorial Day (so we may be prepared for Memorial Day Weekend) and continue through the Labor Day weekend.

We agree to the charge of \$100.00 per hour for this service.

Please confirm these arrangements with our office via fax or phone.

Sincerely

Donald Hanko  
Resident Manager

R# 101-13

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO A CONTRACT WITH SURF LIFESAVING, INC., TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT HARBOR MANSION & THE VILLA'S FOR THE 2013 SUMMER SEASON**

**WHEREAS**, Harbor Mansion & the Villa's located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

**WHEREAS**, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Harbor Mansion & the Villa's; and

**WHEREAS**, Surf Lifesaving, Inc. for Harbor Mansion & the Villa's wishes to utilize on their behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

**WHEREAS**, Surf Lifesaving, Inc. for Harbor Mansion & the Villa's agrees to pay the City of Long Branch a sum of \$100.00 per hour for the services rendered by the City of Long Branch; and

**WHEREAS**, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

**WHEREAS**, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with Surf Lifesaving, Inc. for Harbor Mansion & the Villa's will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall enter into an agreement with Surf Lifesaving, Inc. to provide manpower and equipment to rake the beach at Harbor Mansion & the Villa's, provided that such work does not adversely affect the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: Sirianni  
SECONDED: Billings

AYES: 5  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELE, 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 4-23-13  
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 24th DAY OF April 2013  
Kathy L. Schele

## INTERLOCAL AGREEMENT

THIS AGREEMENT made this    day of    2013 by and between:

**HARBOR MANSION**

And

**THE CITY OF LONG BRANCH**

WITNESSETH:

**WHEREAS**, Harbor Mansion owns property on the ocean front in the City of Long Branch; and

**WHEREAS**, the Harbor Mansion does not have manpower nor equipment necessary to rake the beach; and

**WHEREAS**, the City of Long Branch does have such manpower and equipment; and

**WHEREAS**, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at Harbor Mansion, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The equipment of Long Branch shall provide the manpower and equipment necessary to rake the beach at Harbor Mansion provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. Harbor Mansion agrees to pay to the City of Long Branch \$100.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment to rake the beach at Harbor Mansion.

**BE IT FURTHER AGREED** that this agreement shall be effective from May 2013 until the end of the bathing season which shall be not later than September 2013

**BE IT FURTHER AGREED** that this agreement shall be subject to renegotiation after the season of the year 2013

**WITNESS / ATTEST**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Kathy Schmelz, RMC  
City Clerk

\_\_\_\_\_  
Mayor Adam Schneider

**HARBOR MANSION**

\_\_\_\_\_

\_\_\_\_\_  
Date



**SURF LIFESAVING, INC.**  
**205 Comanche Drive**  
**Oceanport, NJ 07757**  
**Tel. No.: (732) 539-7510**  
**E-Mail: [NSMSwims@aol.com](mailto:NSMSwims@aol.com)**

April 15, 2013

**Via e-mail Only**

Joan Bennett  
Administrative Clerk  
Long Branch Public Works  
636 Joline Avenue  
Long Branch, NJ 07740

**RE: Harbour Mansion & Villas: Raking 2013 Schedule**

Dear Ms. Bennett:

Surf Lifesaving would like the City of Long Branch, to once again, rake the beaches of Harbour Mansion & The Villas. I agree to the \$100 per hour fee. The raking schedule should be as follows:

FRIDAY, MAY 24, 2013  
FRIDAY, JUNE 7, 2013  
FRIDAY, JUNE 21, 2013  
WEDNESDAY, JULY, 3, 2013 (PRIOR TO JULY 4<sup>th</sup>)  
FRIDAY, JULY 12, 2013  
FRIDAY, JULY 26, 2013  
FRIDAY, AUGUST 9, 2013;  
FRIDAY, AUGUST 23, 2013; and  
FRIDAY, AUGUST 30, 2013 (PRIOR TO LABOR DAY WEEKEND).

If you have any questions, please contact me. Thank you,  
NANCY S. MARTIN, ESQ., PRES.  
SURF LIFESAVING, INC.

R# 102-13

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

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

Philip Paone	Shane Carroll
Fred Fuentes	Joseph Strbo
Stefan Oliver	Justine Payne
Andrew Vieira	Evan Morrell
Scott Checki	Ramon Vargas III
Khadeem Williams	Kevin Quinn
Jeffrey Kless	Michael Thorne
Steven Foderaro III	Milton Gray IV
Jacob Jones	Frank Ferraro
Omar Akel	Anthony Zungri
Anthony Rapolla	Joseph Paulson
Corey Bastianeli	

**BE IT FURTHER RESOLVED** that the effective date of the appointment is April 23, 2013.

MOVED: *Sirianni*  
SECONDED: *Billings*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMZ, 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 4-23-13  
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 24th DAY OF April 2013  
*Kathy L. Schmelz*  
Municipal Clerk, E.E.



**CITY OF LONG BRANCH  
POLICE DEPARTMENT  
344 BROADWAY  
LONG BRANCH, NJ 07740  
(732) 222-1000**

**To: Kathy Schmelz  
From: Sgt. J. Bard  
Date: April 5, 2013  
Re: SLEO I Candidates**

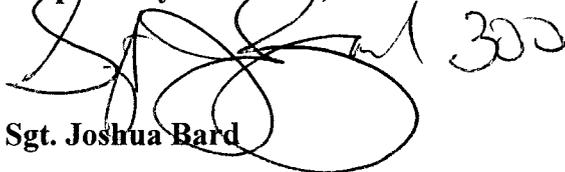
**We are currently in the process of hiring seasonal Special Law Enforcement Class I Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a Council resolution. I am requesting the following individuals to be included in a Monmouth County Police Class I Academy Resolution. The academy begins May 20, 2013**

**Philip Paone  
Fred Fuentes  
Stefan Oliver  
Andrew Vieira  
Scott Checki  
Khadem Williams  
Jeffrey Kless  
Steven Foderaro III  
Jacob Jones  
Omar Akel  
Anthony Rapolla  
Corey Bastianeli**

**Shane Carroll  
Joseph Strbo  
Justin Payne  
Evan Morrell  
Ramon Vargas III  
Kevin Quinn  
Michael Thorne  
Milton Gray IV  
Frank Ferraro  
Anthony Zungri  
Joseph Paulson**

**Thank you for your anticipated cooperation. Please feel free to contact me at extension 5689 with any question or concern.**

**Respectfully submitted,**

  
**Sgt. Joshua Bard**

R# 103-13

**RESOLUTION REJECTING BID  
FOR ANIMAL SHELTER CONTRACT**

WHEREAS, the City of Long Branch advertised to receive bids on April 9, 2013 for a two year contract for animal shelter services (Re-Bid), and the following bid was received:

**Monmouth County SPCA (1 Year)                      \$74,000**

WHEREAS, upon review of the bid documents, it was determined that the Stockholder Disclosure Certification form, contract prices for (2) years, and bid bond submitted with the bid from the Monmouth County SPCA was improperly filled out and unresponsive, this material flaw is mandatory cause for rejection of the bid in accordance with N.J.S.A. 40A:11-23.2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that the bid from **Monmouth County SPCA**, for a two year contract for animal shelter services, be and is hereby rejected.

BE IT FURTHER RESOLVED that the Purchasing Agent in accordance with N.J.S.A. 40A: 11-5 (3) (b), contact vendors and negotiate a (1) year contract based on the specifications advertised, and said award contract may only be authorized by two-thirds affirmative vote from the governing body.

OFFERED:	<u>Sirianni</u>
SECOND:	<u>Billings</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

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 4-23-13  
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 24th DAY OF April, 2013  
Kathy L. Schmelz  
MUNICIPAL CLERK, R.M.

# Memo

**To:** Howard H. Woolley, Business Administrator  
**From:** David Spaulding, Purchasing Agent  
**CC:** Ronald J. Mehlhorn, Director of Finance  
**Date:** 4/9/2013  
**Re:** 24 Month Contract for Animal Shelter Services

---

**BID SUMMARY**

**Re-Bid 24 MONTH CONTRACT FOR ANIMAL SHELTER SERVICES**

A bid Committee consisting of, Purchasing Agent, and Director of Health were in receipt of sealed bids which were advertised on March 27, 2013 and were received on April 9, 2013.

**Monmouth County SPCA (1) Year \$74,000**

Form	Monmouth County SPCA			
Stock	No			
Non	X			
References	No			
Bond	No			
BRC	No			
Affirm	X			
Insurance	No			

**Note :Monmouth County SPCA was unresponsive to bid specification.  
In accordance with N.J.S.A. 40A:11-23.2 ,Purchasing recommends this bid be rejected.**

R# 104-13

**RESOLUTION AUTHORIZING THE TAX ASSESSOR TO FILE APPEALS AND EXECUTE STIPULATION OF SETTLEMENT ON THE BEHALF OF THE CITY OF LONG BRANCH FOR THE YEAR 2013**

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

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

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

**WHEREAS**, responsibility for maintenance and correction for assessments and the assessment lists rests with the local Assessor subject to laws and regulations.

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

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

**BE IT FURTHER RESOLVED** that settlements authorized by the Assessor prior to the adoption of this Resolution are hereby ratified and approved; and

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

**BE IT FURTHER RESOLVED** that the Assessor is hereby authorized to file cross petitions of appeals and counterclaims, in his discretion, in such cases where appropriate; and

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

MOVED: Siranni  
SECONDED: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, RUTH 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 4-23-13  
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 24th DAY OF April 2013  
Ruth L. Schemel

R# 105-13

**RESOLUTION  
AUTHORIZING THE EXECUTION OF A  
COMMODITY RESALE AGREEMENT  
WITH THE COUNTY OF MONMOUTH**

**WHEREAS**, N.J.A.C. 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

**WHEREAS**, the County of Monmouth has authorized the renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS), for the period of September 30, 2013 through September 30, 2018; and

**WHEREAS**, it would be in the best interest of this Municipality to become or remain a member of the Monmouth County Commodity Resale System for that period.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Long Branch that the Mayor and Municipal Clerk be and they are hereby authorized to execute the attached Commodity Resale Agreement with the County of Monmouth.

**BE IT FURTHER RESOLVED** that the Municipal Clerk forward a certified copy of this resolution, along with the executed Commodity Resale Agreement to Stephen G. Callas, Director, Office of Shared Services, County of Monmouth, Hall of Records Annex, First Floor, 1 East Main Street, Freehold, New Jersey 07728.

OFFERED: Sirianni  
SECOND: Billings  
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 4-23-13  
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 24 DAY OF April 2013  
Kathy L. Schmeltz

**COMMODITY RESALE AGREEMENT  
BETWEEN THE  
COUNTY OF MONMOUTH (the "COUNTY")  
AND THE  
CITY OF LONG BRANCH (the "MUNICIPALITY")**

The County and the Municipality enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15*.

**IT IS AGREED:**

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit "A" to the Municipality through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit "A" from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Municipality.
3. **No Obligation by Municipality.** The Municipality is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Municipality if the County is not then in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Municipality avails itself of the services available.
6. **Effective Dates.** This agreement shall be in effect from September 30, 2013 until September 30, 2018, unless sooner terminated by either party.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Municipality.
9. **Municipality's Representative.** The Municipality's [indicate one or more authorized representative] ( X ) Administrator, ( X ) Public Works Director or ( X ) Purchasing Agent, or his/her respective designee, will act on behalf of the Municipality with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Municipality will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Municipality disputes a County invoice, the Municipality will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Municipality.

IN WITNESS WHEREOF, the parties have executed this agreement.

County:

Municipality:

COUNTY OF MONMOUTH

\_\_\_\_\_

\_\_\_\_\_  
By: THOMAS A. ARNONE

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

Title: Freeholder Director

Title:

Date:

Date:

ATTEST:

ATTEST:

\_\_\_\_\_  
MARION MASNICK  
Clerk of the Board

\_\_\_\_\_  
Municipal Clerk

**Resolution of the City Council  
City of Long Branch  
Monmouth County, New Jersey**

**WHEREAS**, the NJ Department of Transportation (NJDOT) has created a Smart Growth community revitalization and redevelopment program known as the Transit Village Initiative; and

**WHEREAS**, the Transit Village Initiative supports Smart Growth, revitalization and redevelopment within walking distance of transit for the purpose of increasing transit ridership, reducing automobile congestion and improving air quality in the State of New Jersey; and

**WHEREAS**, the NJDOT along with NJ TRANSIT, the Department of Community Affairs, the Department of Environmental Protection, the Redevelopment Authority, the Council on the Arts, Main Street New Jersey, the Economic Development Authority, the Office for Planning Advocacy and the Housing and Mortgage Finance Agency are partners in the Transit Village Initiative and make up the Transit Village Task Force; and

**WHEREAS**, the NJDOT may designate a Transit Village after the municipality has achieved the Transit Village Criteria established by the Transit Village Task Force; and

**WHEREAS**, once a municipality has been deemed a Transit Village, the Transit Village Task Force will provide that municipality with (1) a contact person in each of the state agencies that make up the Transit Village Task Force; (2) technical assistance from each agency; (3) up-to-date information on grants, loans, programs or other opportunities; (4) priority funding where feasible; and (5) access to special information meetings, educational programs and research information; and

**WHEREAS**, the governing body of the City of Long Branch desires to apply to the NJDOT for Transit Village designation.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch, in the county of Monmouth, State of New Jersey, that the City of Long Branch requests to be considered for Transit Village designation; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Long Branch is committed to Smart Growth and is willing to accept meaningful growth in terms of jobs, housing and population within the transit village development district; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Long Branch hereby commits to the implementation of the compact, mixed-use, transit-supportive vision as represented in the Transit Village Statement of Qualification; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Long Branch has identified the City Administrator, who is knowledgeable in municipal planning, development and/or economic issues, to be the primary contact person to the Transit Village Task Force, and has identified Carl Turner, Assistant Director of Planning as the alternate contact person; and

**BE IT FURTHER RESOLVED** that if designated a Transit Village, the City Council of the City of Long Branch will commit to submitting annual updates as required by the Transit Village Task Force; and

**BE IT FURTHER RESOLVED** that if designated, the City Council of the City of Long Branch will continuously strive to improve the quality of the transit village district; and

**BE IT FURTHER RESOLVED** that in the event that the Transit Village Task Force determines that a designated Transit Village is no longer acting consistently with the Transit Village program goals, the Transit Village Task Force may suspend designation and/or withhold program benefits.

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

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 4-23-13  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
 JERSEY THIS 24<sup>TH</sup> DAY OF April, 2013  
Kathy L. Scheele  
 MUNICIPAL CLERK, R.E.C.

RESOLUTION DESIGNATING APRIL 2013 AS CHILD ABUSE

PREVENTION AND AWARENESS MONTH

WHEREAS, the maltreatment, abuse and neglect of children is a significant social problem that damages children physically, mentally and emotionally and inflicts immeasurable harm on society as a whole and all children deserve to be nurtured, protected and free from physical or emotional harm; and

WHEREAS, the City of Long Branch believes that strong healthy families are the best place to raise children; and

WHEREAS, the City of Long Branch is committed to building a continuum of community based child abuse prevention and intervention programs that are culturally competent, strength based and family centered and that achieve positive outcomes for parenting and family relationships as well as the empowerment of domestic violence victims and their children; and

WHEREAS, the New Jersey Department of children and Families embraces the Standards for Prevention Programs developed by the New Jersey Task Force on Child Abuse and Neglect; and

WHEREAS, all sectors of the community, including law enforcement, medical professionals, schools, courts and media outlets, as well as numerous public and private agencies have joined forces to promote public awareness and community involvement in strengthening families during the month of April and continuing through the year.

NOW THEREFORE be it resolved by the Mayor and City Council of the City of Long Branch that they hereby proclaim **April 2013** as "**Child Abuse Prevention and Awareness Month**" in the City of Long Branch.

MOVED: *Sirianni*

SECOND: *Billings*

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 4-23-13  
IN WITNESS WHEREOF, I HAVE HERUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24th DAY OF APRIL 2013  
*Kathy L. Schemelz*

R# 108-13

**RESOLUTION RE-APPOINTING MEMBER  
TO THE LONG BRANCH HOUSING AUTHORITY  
(Yvonne Russell-Mann)**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby re-appoint Yvonne Russell-Mann as a member of the Long Branch Housing Authority for a term to commence on May 10, 2013 and to expire on May 10, 2018.

MOVED: Sirianni  
SECOND: Billings

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 4-23-13  
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 24th DAY OF APRIL, 2013  
Kathy L. Schemelz  
MUNICIPAL CLERK, R.M.C.

R# 109-13

**RESOLUTION AUTHORIZING  
CHANGE ORDER #1 FOR IMPROVEMENTS TO CHERRY STREET PARK**

**WHEREAS**, on September 27, 2013, the Long Branch City Council approved Resolution #232-12 awarding a contract to THOR Construction Group LLC for improvements to Cherry Street Park in an amount not to exceed \$266,499.50; and

**WHEREAS**, the City Engineer has advised that some minor modifications to the contract have become necessary, and, in order to avoid delays, each matter was reviewed and approved by the Business Administrator; and

**WHEREAS**, the City Engineer has recommended that it is in the best interest of the City to approve a change order for said work, as detailed in Change Order #1 attached hereto, the net result of which is an increase of 7,975.00; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified in accordance with the Certification of Funds form attached hereto in an amount not to exceed \$7,975.00, that funds are available for this change order in Appropriation Line item # C-04-101-601.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve Change Order #1 to the contract of THOR Construction Group LLC in the amount of \$7,975.00 amending the total contract amount to a sum not to \$274,474.50.

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

MOVED: *Siganni*  
SECONDED: *Billings*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7-23-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24<sup>th</sup> DAY OF March, 2013  
*Kathy L. Schmez*  
MUNICIPAL CLERK, E.M.C.O.

**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:

**AUTHORIZING CHANGE ORDER #1 IMPROVEMENTS TO CHERRY STREET PARK PHASE**

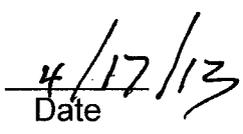
Said contract being made as follows:

**THOR CONSTRUCTION GROUP LLC \$7,975.00**

Said funds being available in the form of:

**IMPROVEMENTS PARK #C-04-101-601 \$7,975.00**

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

  
Date

**CHANGE ORDER NUMBER - 1**  
**BSG Job No. 06544-101000**

April 12, 2013

<b>Project</b>	<u>Improvements to Cherry Street Park</u>
<b>Municipality</b>	<u>City of Long Branch</u>
<b>County</b>	<u>Monmouth</u>
<b>Contractor</b>	<u>THOR Construction Group, LLC</u>

In accordance with the project Supplementary Specification, the following are changes in the contract.  
**Location and Reason for Change:**

- Supplemental Item S-1: Additional Concrete Sidewalk 145 s.y. @ \$55.00/s.y.

**Supplemental Items -**

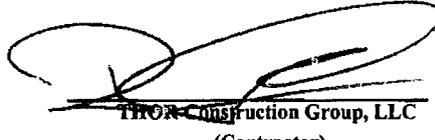
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
S-1	Additional Concrete Sidewalk	145 sy	\$ 55.00	\$ 7,975.00
<b>Total Supplemental:</b>				<b>\$ 7,975.00</b>

Amount of Original Contract	\$ 266,499.50	Extra Supplemental Reduction	\$ 0.00
Adjusted Amount Based on Change Orders No. 1	\$ 274,474.50	Total Change	\$ 7,975.00

% Change in Contract 2.99%  
 [(+) Increase or (-) Decrease]

  
 Katherine S. Elliott  
 Birdsall Services Group, Inc.  
 (Engineer)

4/15/2013  
 (Date)

  
 THOR Construction Group, LLC  
 (Contractor)

4/15/13  
 (Date)

\_\_\_\_\_  
 City of Long Branch  
 (Presiding Officer)

\_\_\_\_\_  
 (Date)

R# 110-13

**RESOLUTION AUTHORIZING THE MAYOR  
TO SIGN A MONMOUTH COUNTY MUNICIPAL OPEN  
SPACE PROGRAM GRANT AGREEMENT**

**WHEREAS**, the City Council of the City of Long Branch has made application to the County for financial assistance under the Municipal Open Space Program; and

**WHEREAS**, the City of Long Branch agrees to perform Lake Takanassee Bank Stabilization; and

**WHEREAS**, the amount of the award to be provided by the County under this subcontract is \$250,000; and

**WHEREAS** the City of Long Branch agrees that the funds received from the County shall be used only for the purpose described above.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize Mayor Adam Schneider to sign the Grant Agreement for Takanassee Lake Bank Stabilization.

MOVED: Sirianni  
SECONDED: Billings

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 7-23-13  
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 21<sup>st</sup> DAY OF APRIL 2013  
Kathy L. Schmelz  
MUNICIPAL CLERK, R.E.C.

**The County of Monmouth  
Municipal Open Space Program  
Grant Agreement**

**BETWEEN** City of Long Branch having its office at 344 Broadway, Long Branch, New Jersey 07740, hereinafter “Grantee,” and the Monmouth County Board of Chosen Freeholders, Hall of Records Annex, One East Main Street, P.O. Box 1255, Freehold, New Jersey 07728, hereinafter “County.”

This Agreement was entered into by the Monmouth County Board of Chosen Freeholders on:

Date: \_\_\_\_\_

**WITNESSETH:**

**WHEREAS**, Grantee has made application to the County for financial assistance under the Municipal Open Space Program hereinafter “Program”; and

**WHEREAS**, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Program and has approved Grantee’s request for funding;

**NOW, THEREFORE**, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Grantee agrees to perform Lake Takanassee Bank Stabilization in the manner set forth in this agreement and Exhibit 1 – Approved Project Description for the consideration stated herein.
2. The period of performance under this Agreement is specified as thirty months from the project selection, for which period, funds are available and allotted. There shall be no obligation on the part of the County to renew or extend this time period.
3. The amount of the award to be provided by the County under this subcontract is \$250,000. The County award is based upon the Grantee’s application #12-16 to the County for financial assistance dated September 19, 2012 and as supplemented. In the event that the anticipated construction costs and/or the amount of the Grantee’s contribution as provided for in the Program Grant Application decreases, then the County’s obligation to provide the award set forth in this paragraph shall be void by the County and at the County’s option.
4. The Grantee agrees to provide all funds necessary for completion of the Approved Project (Exhibit 1) and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.
5. Program funds shall be dispersed on a reimbursement basis after the satisfactory completion of the project.
6. Grantee agrees that any Program funds received from the County shall be used only for the purposes described herein.

7. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.
8. The Grantee shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.
9. Grantee shall maintain and preserve all land and improvements described herein and provide such police protection as may be necessary.
10. Grantee shall execute and donate to the County of Monmouth at no charge a Deed of Open Space Easement, pursuant to P.L. 1979, c.378 (C) 13:8B-1 et seq. on any land to be developed using funds received from the Monmouth County Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Trust Fund (N.J.S.A. 40:14-19(d)(5)), which easement shall include the following language.
  - a. It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park and open space values of the Property.
  - b. The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Act, as may be amended from time to time (N.J.S.A. 40:12-15.6b).
  - c. The City of Long Branch agrees to make and keep the open space accessible to the public, unless the municipality and County determines that public accessibility would be detrimental to the lands, waters or improvements thereon, or to any natural resources associated therewith (N.J.S.A. 40:12-15.6d(3)).
  - d. The City of Long Branch agrees not to lease, sell, exchange or donate the property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of Chosen Freeholders and upon such conditions as the Monmouth County Board of Chosen Freeholders may establish (N.J.S.A. 40:12-15.6d(4)), including but not limited to replacement with land of no less or greater utility , acreage, and value.
11. Grantee shall provide a copy of the deed of record to the Program Administrator in care of the Monmouth County Park System for recordkeeping purposes.
12. Grantee shall display a sign on the property reflecting the use of County Open Space funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.

13. Grantee shall cause the funded property to be listed on the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successor.
14. Grantee shall provide access to the facility/property for County staff to conduct an annual inspection.
15. No official or employee of the Grantee who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
16. In the event Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.
17. The County will provide a Program Administrator for the program that will advise the Grantee in performance of the required services. Contact:

Monmouth County Park System  
Attn: Acquisition & Design Department  
805 Newman Springs Road  
Lincroft, NJ 07728-1695  
732-842-4000

18. The Grantee, at the request of the County, may be required to prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed.
19. The Grantee now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.
20. The execution of this Agreement has been authorized by the Grantee's governing body and the Monmouth County Board of Chosen Freeholders.
21. The Grantee shall indemnify and hold the County of Monmouth harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Grantee further agrees to indemnify the County of Monmouth from suits or actions of every nature or description brought against it, or damages received or sustained by any party or

parties, by or from any of the acts of the Grantee or of the Grantee's, Director's employees, agents or volunteers.

22. The Grantee shall procure and maintain at its own expense, liability insurance for any personal injury or property damage to be reviewed and accepted by the County of Monmouth caused by the Grantee in its normal and usual course of business. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.

**IN WITNESS WHEREOF**, the parties have executed this contract as of the day and year first above written.

ATTEST/SEAL

Monmouth County Board of Chosen Freeholders

\_\_\_\_\_

BY \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Freeholder Director

ATTEST/SEAL

For the GRANTEE:

\_\_\_\_\_

BY \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

(Typed Name)

\_\_\_\_\_

(Title)

**Exhibit 1: Approved Project Description**

Application #: 12-16

Grantee: City of Long Branch

Address: 344 Broadway, Long Branch, NJ 07740

Phone: 732-571-5645

Fax: 732-571-5143

Contact Person: Mayor Adam Schneider

Project Name: Lake Takanassee Bank Stabilization

Project Location:

Street Address: Between North Lake Drive and South Lake Drive

Block 61

Lot 1

Type of Application: Development

Grant Award: \$250,000

Project Period: Thirty months from the project selection, this date being June 14, 2015.

Project Scope: Removal of invasive vegetation. Grading, filling, and seeding of banks of lake. Plantings and site restoration.

Project Conditions: County grant funds are payable on a reimbursable basis. The final award shall not exceed the above grant amount or 75% of the actual eligible project costs, whichever is less.

**RESOLUTION 2012 RECYCLING TONNAGE GRANT**

- WHEREAS,** The Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and
- WHEREAS,** It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and
- WHEREAS,** The New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and
- WHEREAS,** The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and
- WHEREAS,** A resolution authorizing this municipality to apply for the **2012 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Long Branch City Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and
- WHEREAS,** Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the City of Long Branch hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Fred Migliaccio, DPW Director, to ensure that the application is properly filed; and

**BE IT FURTHER RESOLVED** that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

**SO MOVED:** *Siranni*  
**SECOND:** *Billings*  
**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 4-23-13  
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 27th DAY OF APRIL 2013  
*Kathy L. Schemelz*  
MUNICIPAL CLERK, R.N.J.

**TAX IDENTIFICATION STATEMENT**

**WHEREAS,** The Recycling Enhancement Act, P.L.2007, chapter 311, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS,** There is levied upon the owner or operator of every solid waste facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the solid waste facility.

**WHEREAS,** Whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant moneys received by the municipality shall be expended only for its recycling program.

**NOW THEREFORE BE IT RESOLVED** by the City of Long Branch that the City of Long Branch hereby certifies a submission of expenditure for taxes paid pursuant to P.L.2007, chapter 311, in 2012 in the amount of \$45,000.00. Documentation supporting this submission is available at 344 Broadway Long Branch, NJ 07740 and shall be maintained for no less than five years from this date.

REA Tax certified by:



Name of official: Ron Mehlhorn

Title of official: Chief Financial Officer

Date:

Recycling Tonnage Report for

NTY	ICIPATR	TONS	SECTOR	MATERIAL	DEPID	COUNTYA	MUNIA	MARKETN
13	27	52.61	C	Corrugated	01	Monmouth	Long Branch	Mazza-TF
13	27	34.58	C	Corrugated	01	Monmouth	Long Branch	Mazza-Nep
13	27	93.05	C	Corrugated	01	Monmouth	Long Branch	DeLisa
13	27	57.89	C	Corrugated	01	Monmouth	Long Branch	JFD Associates
13	27	0.9	C	Corrugated	01	Monmouth	Long Branch	Freehold Cartage
13	27	111.33	C	Corrugated	01	Monmouth	Long Branch	Interstate Waste Services
13	27	33.68	C	Corrugated	01	Monmouth	Long Branch	Sakoutis
13	27	83.62	C	Corrugated	01	Monmouth	Long Branch	Waste management
13	27	693.18	R	Corrugated	01	Monmouth	Long Branch	JFD Associates
13	27	1.19	C	Mixed Office Paper	02	Monmouth	Long Branch	Mazza-Nep
13	27	10.80	C	Mixed Office Paper	02	Monmouth	Long Branch	Iron Mountain
13	27	16.54	C	Mixed Office Paper	02	Monmouth	Long Branch	JFD Associates
13	27	4.96	C	Mixed Office Paper	02	Monmouth	Long Branch	DeLisa
13	27	751.68	R	Mixed Office Paper	02	Monmouth	Long Branch	JFD Associates
13	27	455.00	C	Mixed Office Paper	02	Monmouth	Long Branch	CINTAS
13	27	1.12	C	Mixed Office Paper	02	Monmouth	Long Branch	Waste management
13	27	0.08	C	Mixed Office Paper	02	Monmouth	Long Branch	Verizon
13	27	14.89	C	Newspaper	03	Monmouth	Long Branch	DeLisa
13	27	49.62	C	Newspaper	03	Monmouth	Long Branch	JFD Associates
13	27	4.17	R	Newspaper	03	Monmouth	Long Branch	JFD Associates
13	27	3.35	C	Newspaper	03	Monmouth	Long Branch	Waste management
13	27	12.41	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	DeLisa
13	27	41.35	R	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	JFD Associates
13	27	2.79	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Waste management
13	27	8.68	C	Glass Containers	05	Monmouth	Long Branch	DeLisa
13	27	716.14	C	Glass Containers	05	Monmouth	Long Branch	JFD Associates
13	27	1.30	C	Glass Containers	05	Monmouth	Long Branch	Mazza-Nep
13	27	1.96	C	Glass Containers	05	Monmouth	Long Branch	Waste management
13	27	103.30	C	Glass Containers	05	Monmouth	Long Branch	Sakoutis
13	27	4.10	C	Glass Containers	05	Monmouth	Long Branch	Freehold Cartage
13	27	0.09	C	Aluminum Containers	06	Monmouth	Long Branch	Mazza-Nep

Recycling Tonnage Report for

13	27	0.62	C	Aluminum Containers	06	Monmouth	Long Branch	DeLisa
13	27	51.16	C	Aluminum Containers	06	Monmouth	Long Branch	JFD Associates
13	27	0.14	C	Aluminum Containers	06	Monmouth	Long Branch	Waste management
13	27	0.29	C	Aluminum Containers	06	Monmouth	Long Branch	Freehold Cartage
13	27	1.24	C	Steel Containers	07	Monmouth	Long Branch	DeLisa
13	27	102.30	C	Steel Containers	07	Monmouth	Long Branch	JFD Associates
13	27	0.59	C	Steel Containers	07	Monmouth	Long Branch	Freehold Cartage
13	27	0.28	C	Steel Containers	07	Monmouth	Long Branch	Waste management
13	27	1.86	C	Plastic Containers	08	Monmouth	Long Branch	DeLisa
13	27	153.46	C	Plastic Containers	08	Monmouth	Long Branch	JFD Associates
13	27	0.28	C	Plastic Containers	08	Monmouth	Long Branch	Mazza-Nep
13	27	0.42	C	Plastic Containers	08	Monmouth	Long Branch	Waste management
13	27	0.88	C	Plastic Containers	08	Monmouth	Long Branch	Freehold Cartage
13	27	11.76	C	Heavy Iron	09	Monmouth	Long Branch	Mazza-Nep
13	27	1.45	C	Heavy Iron	09	Monmouth	Long Branch	Verizon
13	27	14.80	C	NonFerrous/Aluminum Scrap	10	Monmouth	Long Branch	Mazza-TF
13	27	3.51	C	NonFerrous/Aluminum Scrap	10	Monmouth	Long Branch	Verizon
13	27	219.14	C	White Goods & Light Iron	11	Monmouth	Long Branch	Mazza-TF
13	27	0.19	C	White Goods & Light Iron	11	Monmouth	Long Branch	Mazza-Nep Scrap metal
13	27	0.02	C	Anti-freeze	12	Monmouth	Long Branch	Verizon
13	27	17.15	C	Batteries (Automobile)	13	Monmouth	Long Branch	Interstate Batteries
13	27	0.06	C	Batteries (Automobile)	13	Monmouth	Long Branch	Verizon
13	27	44.41	C	Tires	15	Monmouth	Long Branch	Mazza-TF
13	27	1.90	C	Tires	15	Monmouth	Long Branch	Traction Tires
13	27	0.52	C	Tires	15	Monmouth	Long Branch	Hart Tire
13	27	43.00	C	Tires	15	Monmouth	Long Branch	Kowalski Tire co.
13	27	29.97	R	Tires	15	Monmouth	Long Branch	end market
13	27	23.80	C	Used Motor Oil	16	Monmouth	Long Branch	Tonk's/Lorco Petroleum
13	27	0.02	C	Used Motor Oil	16	Monmouth	Long Branch	Verizon
13	27	30.00	C	Brush/Tree Parts	17	Monmouth	Long Branch	DeLisa
13	27	1,818.45	C	Brush/Tree Parts	17	Monmouth	Long Branch	Reliable
13	27	2.54	C	Brush/Tree Parts	17	Monmouth	Long Branch	Freehold Cartage

Recycling Tonnage Report for

13	27	0.50	C	Brush/Tree Parts	17	Monmouth	Long Branch	Manzo
13	27	82.50	C	Brush/Tree Parts	17	Monmouth	Long Branch	Sakoutis
13	27	7.68	C	Brush/Tree Parts	17	Monmouth	Long Branch	Ocean Cty Recycling Center
13	27	2,200.00	R	Brush/Tree Parts	17	Monmouth	Long Branch	Atlantic Tree Service
13	27	15.36	C	Leaves	19	Monmouth	Long Branch	Reliable
13	27	100.00	R	Leaves	19	Monmouth	Long Branch	Pumpinfields
13	27	1.61	C	Stumps	20	Monmouth	Long Branch	Freehold Cartage
13	27	207.00	C	Stumps	20	Monmouth	Long Branch	Reliable
13	27	172.31	R	Consumer Electronics	21	Monmouth	Long Branch	Monmouth Wire
13	27	0.81	R	Consumer Electronics	21	Monmouth	Long Branch	Sims Recycling Solutions
13	27	2.97	R	Consumer Electronics	21	Monmouth	Long Branch	Back thru the Future
13	27	0.46	C	Consumer Electronics	21	Monmouth	Long Branch	Verizon
13	27	5,584.27	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Mazza-TF
13	27	207.14	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	DeLisa
13	27	3,540.38	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Stavola
13	27	75.82	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Clayton
13	27	2.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Tilcon-Pompton Lakes
13	27	8.67	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Lucas
13	27	130.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	South Brunswick
13	27	167.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Gold Star
13	27	385.27	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Manzo
13	27	65.55	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Importico FaLgi Industries
13	27	1,317.95	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Freehold Cartage
13	27	150.81	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Recycling of central jersey
13	27	84.84	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Herman's Trucking Co
13	27	10.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Winzinger Inc
13	27	92.97	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Waste management
13	27	1,424.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Sakoutis
13	27	195.08	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Ocean Cty Recycling Center
13	27	65.28	R	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	end market
13	27	49.86	C	Food Waste	23	Monmouth	Long Branch	Darling
13	27	55.44	C	Food Waste	23	Monmouth	Long Branch	MOPAC

Recycling Tonnage Report for

13	27	3.00	C	Food Waste	23	Monmouth	Long Branch	Central Jersey Septic, Inc
13	27	4,492.86	C	Other Material Not Listed	24	Monmouth	Long Branch	Mazza-TF
13	27	0.01	C	Fluorescent Lights	24	Monmouth	Long Branch	Verizon
13	27	40.55	C	Other Plastic	26	Monmouth	Long Branch	Mazza-TF
13	27	0.10	C	Other Plastic	26	Monmouth	Long Branch	Verizon
13	27	557.17	C	Oil Contaminated Soil	27	Monmouth	Long Branch	Pure Soil Technologies
13	27	351.78	C	Wood Scraps	30	Monmouth	Long Branch	Mazza-TF
13	27	32.28	C	Wood Scraps	30	Monmouth	Long Branch	Reliable
13	27	5.16	C	Wood Scraps	30	Monmouth	Long Branch	Freehold Cartage
13	27	0.05	C	Wood Scraps	30	Monmouth	Long Branch	Verizon
13	27	39.91	C	Wood Scraps	30	Monmouth	Long Branch	Waste management

27,868.97

R# 112-13

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 .....\$ **15,648,097.71** 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 **\$ 32,560,097.71**.

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: Sirianne  
SECOND: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KARRY 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 4-23-13  
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 24th DAY OF April 2013  
Karry L. Schmeltz  
Municipal Clerk

<b>Budget Appropriations 2013</b>	<b>Emergency Temporary Budget Approp. 04/23/2013</b>
Implementation of "911" System Other Expenses	109,697.06
Total Emergency Temporary Appropriations	<b>109,697.06</b>

R# 113-13

**RESOLUTION  
REFUND OF SPECIAL EVENTS FEE**

WHEREAS, Kathleen Stefanelli of Jersey Intensity Field Hockey paid to the city of Long Branch the amount of \$1,920.00 for the above referenced fee, and,

WHEREAS, the field is in disrepair and not useable at this time, and,

WHEREAS, Ms. Stefanelli has requested a refund of said fee; and

WHEREAS, the Recreation Department recommends the refund of said fee.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Director of Finance, or his designee, is hereby authorized to refund the amount of \$1,920.00 to:

Kathleen Stefanelli  
t/a Jersey Intensity Field Hockey  
6 Columbus Dr.  
Monmouth Beach, NJ 07750

OFFERED: Sirianni  
SECOND: Billings  
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 4-23-13  
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 24th DAY OF APRIL, 2013  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

R# 114-13

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: Sirianni

SECONDED: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELE, 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 April 23, 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 24th DAY OF April, 2013  
Kathy L. Schele

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of April 23, 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 - Bills Dated March 2013 - Various Locations	*	113.01	
All Hands Fire Equipment	Turnout Gear (Hoods & Boots) - Fire Dept.		492.86	
Andrew Clay	Soccer Referee for Youth Indoor Soccer Games - 3/23 & 3/30/13 - Recreation Dept.		240.00	
Arrowhead Forensics	Swab Boxes - Police Dept.		85.86	
Atlantic Plumbing Supply Corp.	Plumbing Materials for Manahasset Park & DPW		216.83	
Atlantic Security & Fire, Inc.	Burglary & Fire Monitoring - 142 Belmont Avenue - 4/1-6/30/13 - DPW		150.00	
Atlantic Tree Materials & Grinding Co.	Brush Grinding - March 2013		25,270.00	Pymt #1
B. Keith Controls, Inc.	Janitorial Supplies for City Hall Building & Senior Center - DPW		213.48	
Beyer Bros. Corp.	Misc. Parts - Sanitation #30 - DPW		195.05	
Birdsall Services Group, Inc.	Engineering Services Rendered - General - February & March 2013		465.00	Pymt #2-3
Boro Printing	Various Printed Signs - Traffic Dept.		354.50	
Broadcast Music, Inc.	License for Summer Contract Series - Administration		320.00	
Bullet Lock & Safe Co.	Keys for Police Locker Room - DPW		12.50	
Cablevision Lightpath, Inc.	Monthly Lease of Dark Fiber - April 2013 - IT-Administration		1,500.00	
Central Jersey Equipment	John Deere XUV - Recreation Dept.		12,892.91	
Central Jersey Registrar Assoc. c/o Elizabeth Merkel	Registration - Spring Luncheon & Business Meeting - 4/3/13 - T. Brown & M. Guia - Health Dept.		50.00	
Central Towing & Recovery, Inc.	Towing - 3/19/13 - Truck #25-3-75 - Fire Dept.		650.00	
Century Office Products, Inc.	Copier Maintenance - March / June 2013 - Various Depts.		4,340.74	
Circle Chevrolet	Misc. Parts - PD #3 - DPW		309.65	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	24,860.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	148,004.89	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	665,887.77	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	31.17	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	879,707.81	
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	*	38,790.87	
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	*	840,916.94	
Coast Hardware Co.	Misc. Hardware - DPW		69.27	
Comcast Online	Internet Provider Service - 3/16-4/15/13 - IT-Admin./Police Dept.	*	262.83	
Complete Security Systems, Inc.	Inspection at City Hall & Monitoring at Mun. Court & Senior Center - Apr. / Jun 2013 - DPW		1,364.04	
Continental Fire & Safety	Helmet Shield for A. Greenspan - Fire Prevention		59.44	
CWA Local 1038	Dental/Fringe - April 2013	*	4,800.00	
Dearborn National Life Insurance Co.	Life Insurance - April 2013	*	1,192.98	
DiFrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Appeals - February 2013		5,108.85	Pymt #2
Eagle Point Gun/TJ Morris & Son	Ammunition for Spring Range - Police Dept.		5,752.48	
Ecolab	Laundry Detergent - Fire Dept.		539.27	
Edwards Tire Co.	Tires for Various Vehicles - DPW / Fire Dept.		5,640.36	
Eric Reisher	Technical Support Services - March 2013 - L.B. Cable Commission		275.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

F & C Automotive Supply	Misc. Tools - DPW	76.99	
Fine Fare	Food for Various Events in March 2013 - Recreation Dept. / Senior Affairs	640.62	
First Atlantic Federal Credit Union	Rent for Recreation Dept. - May 2013	1,716.84	
Foley, Inc.	Misc. Parts - Fire #6-90 - Fire Dept.	144.68	
Freehold Dodge, Inc.	Misc. Parts - Various Vehicles - DPW	349.84	
General Linen & Paper Supply	Janitorial Supplies for City Hall Building & Senior Center - DPW	267.64	
Gerald Carroll	Reimbursement for Purchase of Software from Techsoup - IT-Administration	531.00	
Global Computer Supplies, Inc.	Computer Equipment - Comptroller's Office	513.48	
Horizon Blue Cross Blue Shield	Health Benefits - April 2013	* 443,779.52	
Horizon Blue Cross Blue Shield	Dental Benefits - April 2013	* 14,110.35	
Impact Tech. Solutions, LLC.	Annual Service Contract for Courtroom Video Arraignment System - 4/1-13-3/31/14 - Municipal Court	1,140.00	
Integrated Technical Systems, Inc.	(2) Parking Meters - Damaged During Hurricane Sandy	* 22,161.00	
J. Ford Electric	Traffic Signal Repair - Bath & Westwood Avenue - Police Dept.	443.24	
J. Slattery Pest Management Services	Service Agreement for Termites at City Hall & Annex - 4/15/13-4/15/14 - DPW	135.00	
Jamm Printing	Various Printed Forms - Health Dept.	405.00	
Jersey Central Power & Light	Utilities - Electric - Bill Dated 3/1-3/28/13 - Various Locations	* 44.42	
Johnny On The Spot, Inc.	Barricade Fence Panels for Ocean Blvd. - April 2013	2,091.60	Pymt #3
Joseph Fazzio - Wall, LLC.	Misc. Parts - PW #942 & Stock - DPW	176.47	
JT & A, Inc.	Enviroscape for Public Education Events for L.B. Environmental Commission	939.00	
Kepwel Water	Monthly Cooler Rental - March 2013 - Administration	14.00	
Lawson Products, Inc.	Misc. Hardware - DPW	912.23	
Liberty Paper & Janitorial Supply	Janitorial Supplies for City Hall Building - DPW	599.35	
Long Branch Chamber of Commerce	Rent for UEZ/Community Dev. - May 2013	1,650.00	
Marjam Supply Co.	Metal Studs for New Offices in Police Dept. - DPW	461.53	
Mark White, Ph.D.	(2) Evaluations & Write Up - Police Dept.	1,180.00	
Matthew Bender & Co.	Renewal for NJ Admin Code Title 4A - May 2013 / June 2014 - Administration / Personnel Dept.	130.68	
Mid-Atlantic Rescue Systems	Emergency Equipment for Police Vehicles - Police Dept.	1,108.68	
Mid-Atlantic Truck Center, Inc.	Misc. Parts - PW #118 - DPW	1,221.47	
MMWR-Massachusetts Medical Society	Renewal for Weekly Report - D. Roach - Health Dept.	119.00	
Monmouth County Treasurer - Finance Dept.	Tipping Fees - March 2013 - DPW	68,905.09	
New Jersey American Water Co.	Utilities - Water - (Hydrants Included) - Bills Dated 2/25-3/25/13 - Various Locations	* 16,589.81	
New Jersey Natural Gas	Utilities - Gas - Bills Dated 2/8-3/14/13 - Various Locations	* 14,450.90	
NJ Fire Equipment	Thermal Imaging Camera - Fire Dept.	6,406.20	
Office Basics, Inc.	Copier Paper - Various Depts.	2,357.00	
OHD, Inc.	Safety Equipment (FIT Tester) - OEM	660.00	
Pat Krosnicki	Mileage Reimbursement - November & December 2012 - Senior Affairs	202.58	
Perry's Trophy Co.	Nameplate for Zoning Board & Basketball Medals for Awards Luncheon - Recreation Dept.	332.00	
Petro King Service Co.	Service Contract for Pumps - April 2013 / March 2014 - DPW	775.00	
Pumpkin Fields, LLC.	Disposal of Leaves - February & March 2013 - DPW	3,120.00	
Red The Uniform Tailor	Clothing for OEM	1,729.30	
Riggins, Inc.	Unleaded Gasoline & Diesel Fuel - March & April 2013	47,893.77	
RR Donnelley	Safety Paper - Health Dept.	875.00	
Saker Shoprites, Inc.	Food for Various Events in March 2013 - Recreation Dept. / Senior Affairs	480.08	
Scoles Floorshine Industries	Janitorial Supplies for Senior Center - DPW	118.47	
Shared Solutions & Services, Inc.	Phone Maintenance at Senior Center	121.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Siperstein's	Paint for DPW Garage & Manahasset Park - DPW	135.58
Some's World-Wide Uniforms	Citation Bars - Police Dept.	771.00
State of NJ/Dept. of Community Affairs	Annual Inspection Fee - Elevator Safety Unit at City Hall - DPW	600.00
Stavola Contracting Co.	Concrete - DPW	249.35
T.Y.G. Productions	Videography - June / August 2012 - Community Dev.	2,200.00
TCTA Membership Services	2013 Membership Dues - C. Tomas - Tax Collector	100.00
Trap Rock Industries, Inc.	Cap Stone for Beachfront - DPW	30,880.50
Treasurer, State of NJ	Marriage / Civil Union License Fees - First Quarter 2013	* 1,125.00
Treasurer, State of NJ - Dept. of Comm. Affairs	State Training Fees - West Long Branch - First Quarter 2013	* 1,677.00
Treasurer, State of NJ - Dept. of Comm. Affairs	State Training Fees - Long Branch - First Quarter 2013	* 23,183.00
Tuzzio's	Food for Various Events in March 2013 - Recreation Dept.	915.00
Uline, Inc.	Cable Ties & Tags - Recreation Dept.	216.04
United Parcel Service	Next Day Air & Ground Shipping - Personnel / OEM	69.68
Verizon Communications	Utilities - Telephone - Bill Dated 3/25/13 - Various Locations	* 50.75
Vision Service Plan	Vision - April 2013	* 1,133.75
Visiting Nursing Services of Central Jersey	Public Health Nursing Services - First Quarter 2013 - Health Dept.	3,192.00
W.B. Mason Co.	Office Supplies - Various Depts.	913.88
W.W. Grainger, Inc.	Misc. Equipment - DPW	412.97

**TOTAL CURRENT**

**3,401,041.69**

Birdsall Services Group, Inc.	Engineering Services Rendered - Improvements to Cherry Street Park - Jan. & Feb. 2013	4,084.49	Pymt #10-11
City of Long Branch Clearing Account	Reimburse Clearing Account	* 6,522.50	
Seaside Materials, Inc.	Gravel Mix for Beachfront - DPW	275.52	

**TOTAL CAPITAL**

**10,882.51**

City of Long Branch Clearing Account	Reimburse Clearing Account	* 220.80
City of Long Branch Clearing Account	Reimburse Clearing Account	* 17.25
City of Long Branch Clearing Account	Reimburse Clearing Account	* 3,378.36
City of Long Branch Clearing Account	Reimburse Clearing Account	* 5,782.48
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	* 412.59
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	* 5,369.89
Dearborn National Life Insurance Co.	Life Insurance - April 2013	* 1.96
Horizon Blue Cross Blue Shield	Health Benefits - April 2013	* 3,246.63
Horizon Blue Cross Blue Shield	Dental Benefits - April 2013	* 109.45
Intelligent Products, Inc.	Mutt Mitt Dispensers - Health Dept.	387.00
NJ Dept. of Health & Senior Services	Dog Report - March 2013	* 220.80
Vision Service Plan	Vision - April 2013	* 20.32

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

<b>TOTAL DOG</b>		<b><u>19,167.53</u></b>
C.J. Productions	Videography - June / August 2013 - Community Dev.	1,600.00
City of Long Branch Clearing Account	Reimburse Clearing Account	* 2,338.90
City of Long Branch Clearing Account	Reimburse Clearing Account	* 4,999.49
City of Long Branch Clearing Account	Reimburse Clearing Account	* 6,199.16
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	* 445.86
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	* 5,753.30
Dearborn National Life Insurance Co.	Life Insurance - April 2013	* 9.80
Horizon Blue Cross Blue Shield	Health Benefits - April 2013	* 4,358.05
Horizon Blue Cross Blue Shield	Dental Benefits - April 2013	* 155.40
New Jersey Natural Gas	Utilities - Gas - Bills Dated 2/8-3/14/13 - Various Locations	* 448.50
T.Y.G. Productions	Videography - August 2012 - Community Dev.	400.00
Vision Service Plan	Vision - April 2013	* 27.74

<b>TOTAL HUD</b>		<b><u>26,736.20</u></b>
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A T & T	Utilities - Telephone - Bills Dated March 2013 - UEZ/CDBG	* 115.80
Actlien Holding, Inc.	Tax Sale Premium	* 300.00
Bulwark Systems, LLC.	Tax Sale Premium	* 400.00
Bulwark Systems, LLC.	Tax Sale Premium	* 7,000.00
City of Long Branch Clearing Account	Reimburse Clearing Account	* 14,679.59
City of Long Branch Clearing Account	Reimburse Clearing Account	* 4,133.50
City of Long Branch Clearing Account	Reimburse Clearing Account	* 11,249.22
City of Long Branch Clearing Account	Reimburse Clearing Account	* 32,331.79
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	* 269.21
City of Long Branch Payroll Agency Account	Payroll Dated 4/12/13	* 32,062.58
Dearborn National Life Insurance Co.	Life Insurance - April 2013	* 0.98
Horizon Blue Cross Blue Shield	Health Benefits - April 2013	* 2,317.35
Horizon Blue Cross Blue Shield	Dental Benefits - April 2013	* 77.70
New Jersey Natural Gas	Utilities - Gas - Bills Dated 2/8-3/14/13 - UEZ/CDBG	* 223.52
US Bank Cust/Pro Cap Fund 1	Tax Sale Premium	* 1,100.00
Van Cleef Engineering	Engineering Services Rendered - Chabad of The Shore - March 2013	598.50 Pymt #4
Virgo Muni Finance Fund, LP	Tax Sale Premium	* 100.00
Virgo Muni Finance Fund, LP	Tax Sale Premium	* 400.00
Vision Service Plan	Vision - April 2013	* 13.87

<b>TOTAL TRUST OTHER</b>		<b><u>107,359.74</u></b>
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\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 115-13

**RESOLUTION SUPPORTING AN INTERVENTION BY THE NEW JERSEY RATE COUNCIL TO OPPOSE THE REQUEST BY JERSEY CENTRAL POWER & LIGHT ("JCP&L") TO THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES ("BPU") FOR APPROVAL OF INCREASES IN AND OTHER ADJUSTMENTS TO ITS RATES AND CHARGES FOR ELECTRICAL SERVICES**

**WHEREAS**, the City Council of the City of Long Branch in opposing a Petition by JCP&L for a rate increase due to JCP&L's failure to properly respond to outages caused by Superstorm Sandy and Hurricane Irene which caused New Jersey Residents, including almost \$500,000 residents in Monmouth and Ocean Counties, to be incredibly frustrated and dismayed at JCP&L's poor communication and its overall lack of leadership and supervision of repair efforts that led to unnecessary delays and long response time; and

**WHEREAS**, JCP&L has filed a Petition to the New Jersey Board of Public Utilities for review and approval of increases and other adjustments to its rates and charges for electrical service and for approval of proposed tariff provisions in connection therewith (BPU Docket No.: E0-12111052); and

**WHEREAS**, the Petition is in response to an Order issued to JCP&L by the Board of Public Utilities in July 2012 as a response to complaints about JCP&L's response to outages caused by Hurricane Irene; and

**WHEREAS**, JCP&L submitted a formal Petition seeking to justify the rates it charges to its customers and to address concerns regarding the company's performance since 2005, the date of JCP&L's last rate case before the Board of Public Utilities; and

**WHEREAS**, according to a press release on November 30, 2012, by JCP&L, it will amend the Petition to include the restoration costs for Superstorm Sandy once it has fully assessed those costs; and

**WHEREAS**, the Board of Public Utilities Petition process allows for the New Jersey Rate Council to intervene in the process on behalf of Monmouth County ratepayers and have their points of view heard by the Board of Public Utilities, including the right to demand that JCP&L undertake a local and state system-wide study to identify ways to improve their electric infrastructure and emergency response planning. Interveners can also demand an explanation as to JCP&L's approach to power restoration and communication with the public.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch be and they hereby support an intervention by the New Jersey Rate Council to oppose the request by Jersey Central Power & Light ("JCP&L") to the State of New Jersey Board of Public Utilities ("BPU") for approval of increases and other adjustments to its rates and charges for electrical services.

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this resolution to the Governor of the State of New Jersey, the Lieutenant Governor of the State of New Jersey, the President of the New Jersey State Senate, the Speaker of the New Jersey General Assembly, the members of the Monmouth County Legislative Delegation, the State of New Jersey Board of Public Utilities, as well as local governing bodies for all the impacted municipalities in the County of Monmouth and that they be asked to join in opposition to the rate increase petition currently before the Board of Public Utilities.

MOVED: *Sirianni*  
SECONDED: *Billings*

AYES: *5*  
NAYS: *0*  
ABSENT: *0*  
ABSTAIN: *0*

OFFICE OF THE CLERK  
CITY OF LONG BRANCH  
1, RATEY BLDG. 1000  
LONG BRANCH, NJ 08051  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 4-23-13  
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 24<sup>th</sup> DAY OF April 2013  
*[Signature]*

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

Freeholder Meeting Venue:

Date: Apr 11, 2013 - 7:00 PM

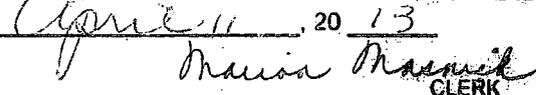
Location: Hall of Records  
 Freeholders' Meeting Room  
 1 East Main Street  
 Freehold, NJ 07728

Agenda: Resolution supporting an intervention by the New Jersey Rate Council to oppose the request by Jersey Central Power & Light ("JCP&L") to the State of New Jersey Board of Public Utilities ("BPU") for approval of increases in and other adjustments to its rates and charges for electrical services

Official Document #	Res# 2013-0268						
Meeting Date	04/11/2013						
Introduced Date	04/11/2013						
Adopted Date	04/11/2013						
Agenda Item	10						
FREEHOLDER	ST. J. B. B. A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.						
Rich	✓		✓			✓	
Curley	✓					✓	
Burry	✓			✓		✓	
DiMaso	✓					✓	
Arnone	✓					✓	

**CERTIFICATION**

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD

April 11, 2013  
  
 Maria Masnik  
 CLERK

### MUNICIPAL BUDGET NOTICE

**Section 1.**

Municipal Budget of the City of Long Branch, County of Monmouth for the Fiscal Year 2013.

Be it resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year ;

Be It Further Resolved, that said Budget be published in the LINK NEWSPAPER

In the issue of May 16th, 2013.

The Governing Body of the City of Long Branch, does hereby approve the following as the Budget for the year 2013:

**RECORDED VOTE**  
(Insert last name)

Ayes {  
Bastelli  
Billings  
Celli  
Pallone  
Siranni

Nays {  
NONE

Abstained {  
NONE

Absent {  
NONE

Notice is hereby given that the Budget and Tax Resolution was approved by the City Council of the City of Long Branch, County of Monmouth, on April 23rd, 2013.

A Hearing on the Budget and Tax Resolution will be held at Council Chambers, 344 Broadway, LB, NJ, on May 28th, 2013 at

8:00 o'clock <sup>(A.M.)</sup> ~~(P.M.)~~ at which time and place objections to said Budget and Tax Resolution for the year may be presented by taxpayers or other interested persons. (Cross out one)

R# 117-13

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION D/B/A/  
MEADOWLINK TO PROVIDE YEAR-ROUND SHUTTLE SERVICE  
IN THE CITY OF LONG BRANCH**

**WHEREAS**, the City of Long Branch has been negotiating and investigating an agreement between the City of Long Branch and Meadowlands transportation Brokerage Corporation d/b/a/ Meadowlink to provide a shuttle service program; and

**WHEREAS**, pursuant to the agreement annexed hereto and made a part hereof, Meadowlink agrees to provide year-round shuttle service connecting the Long Branch train station with locations in the City of Long Branch described in Exhibits A and B; and

**WHEREAS**, the shuttle service will be provided Monday through Saturday weekly starting from May 15, 2013 and the service will run from 7:00 AM to 11:00 AM, then 7:00 PM to 11:00 PM or the hours may change based on ridership demand.

**WHEREAS**, the cost to the City is set forth in the agreement and which fees and costs to the City shall not exceed the sum of \$49,500; 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 in the City budget the amount of \$49,500 has been allocated to Account No. G-13-053-401.

**WHEREAS**, said services provided by Meadowlink would be in the best interests of the citizens of the City of Long Branch.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Long Branch be and is hereby authorized to execute the agreement between the City of Long Branch and Meadowlands Transportation Brokerage Corporation D/B/A Meadowlink annexed hereto and made a part hereof.

OFFERED: Siriani  
SECOND: Billings  
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 4-29-13  
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 29 DAY OF APRIL 2013  
Kathy L. Schemelz  
MUNICIPAL CLERK, R.N.M.C.

**SHUTTLE SERVICES AGREEMENT BETWEEN**

**THE COUNCIL OF  
CITY OF LONG BRANCH**

**AND**

**MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION  
D/B/A MEADOWLINK**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_ 2013, and effective when executed by all parties (the "Effective Date"), between the Council of City of Long Branch, (hereinafter "**LONG BRANCH**"), with its municipal building located at 344 Broadway, Long Branch, New Jersey 07740, and Meadowlands Transportation Brokerage Corporation D/B/A MEADOWLINK (hereinafter "**MEADOWLINK**") a New Jersey non-profit corporation, having its principal place of business at 144 Park Place East, Wood-Ridge, New Jersey 07075, (collectively hereafter, the "Parties").

**WHEREAS**, following the approval of its proposal by NJ TRANSIT and the Federal Transit Administration (FTA), MEADOWLINK received a federal grant under the Congestion Mitigation and Air Quality Improvement Program, which covers 75% of the operational cost, excluding the capital cost, of a shuttle connecting the NJ TRANSIT train station at Long Branch with Monmouth University and other businesses in Long Branch; and

**WHEREAS**, LONG BRANCH is desirous of providing such shuttle service to its residents and visitors; and

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and for other good and sufficient consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**1. Shuttle Service.**

(a) MEADOWLINK agrees to provide a shuttle service connecting the Long Branch Train station, with the businesses in Long Branch City, per the route set forth on **Exhibit**

“A”, and the schedule set forth on **Exhibit “B,”** which are attached hereto and made a part hereof. The route and shuttle stops have been selected by LONG BRANCH in coordination with Meadowlink. This route may be modified from time to time as mutually agreed upon by all parties.

(b) The shuttle service shall be provided using one (1) 20 passenger mini-bus equipped with wheelchair lift. In the event of any breakdown, a replacement vehicle will be provided within 24 hours.

(c) Except as otherwise provided for herein, MEADOWLINK shall not provide shuttle service on holidays or weekend days. However, if requested by LONG BRANCH with at least five (5) business days advance notice, MEADOWLINK may arrange for transportation on holidays or weekend days at additional cost as set forth in paragraph 2 below. The list of holidays when shuttle service will not be provided is set forth on “**Exhibit “C,”**” which is attached hereto and made a part hereof.

(d) MEADOWLINK will provide comprehensive general liability insurance and automobile liability insurance coverage in the amount of Five Million (\$5,000,000.00) Dollars.

(e) MEADOWLINK will ensure that (i) the minibus shall be validly licensed, registered and inspected, properly maintained, air-conditioned, and in good condition and repair and (ii) all drivers shall be duly licensed and insured and shall have produced documentation evidencing that such drivers have tested negative for any controlled substance ingestion.

(f) It is agreed that LONG BRANCH will coordinate with its Police Department to ensure that all stops requested by LONG BRANCH are reviewed and approved for safety and any legal requirements. Further, LONG BRANCH will be responsible for appropriately marking or placing the shuttle stop signs at all stops.

## **2. Cost and Fares.**

(a) It is estimated that the total cost of shuttle service will be approximately Seventy Dollars (\$70) per hour per vehicle.

(b) As stated above, 75% of the operational cost will be covered by the federal grant approved for MEADOWLINK. The remaining 25% of the operational cost will be paid by LONG BRANCH. Any fares collected by MEADOWLINK will be used to defray the

operational cost of the shuttle service before the remaining cost is split in 75:25 portions. FTA grant funds cannot be applied towards capital cost of the shuttle service. Accordingly, it is agreed that all of the capital cost of the vehicle will be the responsibility of LONG BRANCH.

(c) For the schedule and route attached as Exhibits A and B, LONG BRANCH, will pay to MEADOWLINK a total of \$3,500 (Three Thousand Five Hundred Dollars) per month. This amount represents the total of operational and capital cost of the project.

(d) With at least five (5) business days advance notice, LONG BRANCH may request additional service beyond the schedule included at Exhibit "A," which will be billed as under:

- i. Extra service during the week (M – F) will be provided at a cost of \$11 (Eleven Dollars) per hour and will be billed in increments of 15 (fifteen) minutes.
- ii. Extra service during the weekend (Sa & Su) will be provided at a cost of \$20 (Twenty Dollars) per hour and will be billed for a minimum of 4 (four) hours followed by 15 (fifteen) minutes increments thereafter.
- iii. Extra service is not assured and will be provided subject to availability of resources, and prior approval from NJ TRANSIT.

(e) If requested by LONG BRANCH, MEADOWLINK will collect a fare of one dollar (\$1.00) per person per ride. There is no discount for seniors. However, children under ten (10) may ride free. Students from Monmouth University and Brookdale College may ride for free when they present their School ID.

(f) For the services rendered in any calendar month, MEADOWLINK will submit its invoice(s) to LONG BRANCH by the 5<sup>th</sup> business day of the following month. Unless disputed in writing within 15 calendar days from the date of invoice(s), the invoiced amounts shall be paid to MEADOWLINK within 30 days of receipt. Pending settlement of any reasonably disputed amount in the invoice, LONG BRANCH will pay the undisputed amount within 30 days of receipt.

### **3. Term.**

(a) The term of this Agreement shall commence on the Effective Date and will continue in effect through \_\_\_\_\_, 201\_, unless extended by mutual agreement in writing.

(b) The Agreement may be terminated by either Party pursuant to thirty (30) calendar days written notice being provided prior to the noticed termination date and in accordance with other provisions of this Agreement.

(c) Additionally, in the event of a Default (Clause 4), the non-defaulting party may terminate this Agreement by written notice and all rights hereunder shall cease, but without prejudice to any claim by any party against the other arising prior to the effective date of termination. Termination pursuant to this sub-clause (c) shall be effective upon the date of receipt of such notice or the date specified therein, whichever is later.

### **4. Default.**

The occurrence of one or more of the following shall be deemed a Default under this Agreement and just cause for termination of this Agreement by the non-defaulting party:

- (a) Failure to Perform. A material breach of any term, covenant or agreement herein which continues un-remedied or uncorrected for a period of fifteen (15) calendar days, after written notice of default and demand for the cure of such default, from the non-defaulting party; or
- (b) Creditors – Bankruptcy. If a party makes an assignment for the benefit of other creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of any substantial part of its property, or (save for the purpose of reorganization or amalgamation without insolvency) commences any proceeding relating to itself under any reorganization, arrangement, readjustment or debt, dissolution or liquidation under law or statute of any jurisdiction, whether now or hereafter in effect, or if it by any act indicates consent to, approval of, or acquiescence in, the appointment of any receiver or any trustee for it, or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (30) calendar days; or

- (c) Cessation of Business. If a party ceases its business or operations covered under this Agreement or its legal existence.

**5. Force Majeure.**

The Parties shall not be liable for loss or delays or failure in performance of any part of this Agreement from any cause reasonably beyond their control and without their fault or negligence, including, but not limited to, acts of God, strikes, traffic, or weather conditions (collectively referred to as “Force Majeure” conditions). The Party affected by a Force Majeure condition, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of the Force Majeure condition, provided, however, that the party so affected shall use diligence to avoid or remove such cause of nonperformance and shall resume performance whenever such condition is removed or ceases.

**6. Representations.**

(a) No Disabilities. Each party expressly warrants that it is ready, willing and able to enter into this Agreement and that it is not subject to any prior agreement or to any law, rule or regulation which conflicts with, restricts or prohibits the terms of this Agreement and that it holds all permits, licenses, or other agreements necessary to perform fully its obligations under this Agreement.

(b) Compliance. The Parties shall at all times, comply fully with all applicable laws, ordinances, tax requirements, rules and regulations.

**7. Notices.**

All required notices shall be in writing and sent by email or first class mail, postage prepaid, delivery confirmation requested, addressed to:

MEADOWLINK: 144 Park Place East  
Wood-Ridge, NJ 07075  
Attn: Krishna Murthy  
Executive Director  
Tel: 201-939-4242  
Fax: 201-939-2630  
Email: [kmurthy@ezride.org](mailto:kmurthy@ezride.org)

LONG BRANCH: Long Branch Municipal Building  
344 Broadway  
Long Branch, NJ 07740  
Attn: Howard H. Woolley Jr.  
Business Administrator  
Tel: 732-571-5645  
Fax: 732-775-5143  
Email: [hwoolley@ci.long-branch.nj.us](mailto:hwoolley@ci.long-branch.nj.us)

or to such other address as either party may specify in writing. Urgent notices may be sent via confirmed facsimile or e-mail, and confirmed by mail, delivery confirmation requested. Notices shall be deemed to have been given on the date delivered in person or on the date of receipt as indicated by a record of delivery such as signed receipt for certified mail or express delivery service or confirmation of facsimile or email.

**8. Indemnity.**

(a) MEADOWLINK agrees to indemnify and hold harmless LONG BRANCH of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against LONG BRANCH, to the extent caused by or arising out of or relating to any accident or injury caused by the vehicles provided as part of the shuttle service, in so far as the vehicle is operated with in the scope of this Agreement. **This indemnity does NOT cover any criminal or wrongful use of the vehicle by any individual at any time. Further, in no event shall the maximum liability hereunder exceed the sum of \$1,000,000 (One Million Dollars).**

(b) Further, LONG BRANCH agrees to indemnify and hold harmless MEADOWLINK, of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against MEADOWLINK, to the extent caused by or arising out of or relating to the actions or conduct of riders of LONG BRANCH. **In no event shall the maximum liability hereunder exceed the sum of \$1,000,000 (One Million Dollars)**

(c) For the purpose of the indemnity provided under this paragraph, a vehicle shall be defined as being "operated with in the scope of this Agreement" if it is driven by an authorized person for the purpose of providing shuttle service.

**9. Assignment.**

No party to this Agreement may assign to any third party its interest in, or rights or obligations under, this Agreement without the prior written consent of all other parties to this Agreement.

**10. Governing Law and Forum.**

This Agreement shall be deemed to be an Agreement made in New Jersey, and shall in all respects be governed by and interpreted according to New Jersey law. Any dispute that cannot be amicably resolved may be brought before a state or federal court sitting in New Jersey. Each party hereby consents to the personal jurisdiction of any such court.

**11. Amendment.**

No modification or amendment of this Agreement shall be enforceable unless reduced to writing and executed by all Parties.

**12. Agreement.**

(a) This Agreement may be executed in two (2) counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same document.

(b) This Agreement and its attached exhibits, as may be amended from time to time by written agreement signed by all Parties, contain all the covenants, stipulations and agreements of the Parties and supersedes any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the Parties relating to the subject matter of this Agreement. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**13. Separability.**

Should any term, covenant, condition or proviso in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement, and the application of such terms, covenant, condition or proviso to persons or circumstances other than those to which it is invalid, illegal or unenforceable, shall not be affected thereby and each term, covenant, proviso or condition of this Agreement shall be valid and enforceable to the extent permitted by law.

**14. Authority.**

Each signatory to this Agreement represents and warrants that he or she has the authority to bind the entity on whose behalf he or she is executing this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

*Signature Page Follows*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives on the date or dates indicated below:

**City of Long Branch**

**Meadowlands Transportation Brokerage Corporation d/b/a MEADOWLINK**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Adam Schneider  
Title: Mayor

Name: Krishna Murthy  
Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attestation:  
For City of Long Branch**

**For Meadowlink**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Howard H. Woolley, Jr.  
Title: Business Administrator

Name: Avnish Gupta  
Title: Assistant Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit B**

**Tentative Schedule**

**Long Branch Community Shuttle Schedule for Spring/Summer of 2013**

AM Schedule Mon - Fri						
Long Branch Rail Station (Train Arrives From New York/Newark)	-	-	7:11	-	7:52	8:38
Long Branch Rail Station (Shuttle Leaves)	6:30	6:55	7:20	7:50	8:20	8:55
Monmouth University (Health Center)	-	-	7:27	7:57	8:29	9:04
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	6:37	7:02	7:29	7:59	8:32	9:07
Brighton Avenue & 2nd Avenue	6:40	7:05	7:32	8:02	8:35	9:10
Ocean Boulevard & West End Avenue	6:42	7:07	7:34	8:04	8:37	9:12
Pier Village	6:45	7:10	7:37	8:07	8:40	9:16
Broadway & 3rd Avenue (Brookdale)	6:48	7:13	7:40	8:10	8:45	9:20
Long Branch Rail Station (Shuttle Arrives)	6:50	7:15	7:45	8:15	8:50	9:25
Long Branch Rail Station (Train Leaves To New York/Newark)	7:10	7:34	-	8:18	9:13	9:54

PM Schedule Mon-Fri									
Long Branch Rail Station (Train Arrives From New York/Newark)	3:14/ 3:21	4:09	4:24	5:08	-	6:05	6:47	7:05	7:29/ 7:38
Long Branch Rail Station (Shuttle Leaves)	3:25	4:12	4:43	5:10	5:37	6:08	6:50	7:19	7:46
Monmouth University (Health Center)	3:34	4:21	4:51	5:18	5:45	6:16	6:58	7:27	7:53
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	3:37	4:24	4:54	5:21	5:48	6:19	6:02	7:30	7:56
Brighton Avenue & 2nd Avenue	3:40	4:27	4:57	5:23	5:51	6:22	6:04	7:33	7:59
Ocean Boulevard & West End Avenue	3:43	4:30	4:59	5:25	5:53	6:25	6:07	7:35	8:03
Pier Village	3:47	4:34	5:02	5:29	5:56	6:28	6:11	7:39	8:06
Broadway & 3rd Avenue (Brookdale)	3:51	4:38	5:05	5:32	5:59	6:30	6:14	7:42	8:08
Long Branch Rail Station (Shuttle Arrives)	3:55	4:40	5:08	5:35	6:03	6:33	7:17	7:44	8:11
Long Branch Rail Station (Train Leaves To New York/Newark)	3:49	4:48	-	5:36	6:37	6:56	7:19	8:00	-

## Exhibit C

### List of Holidays – No Shuttle Service

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Other holidays as designated by LONG BRANCH

R# 118-13

TAX ABATEMENT RESOLUTION

WHEREAS, Pennrose Properties, LLC (hereinafter referred to as the "Sponsor") proposes to construct a housing project (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) and the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq. (the foregoing hereinafter referred to as the "HMFA Law") within the City of Long Branch (hereinafter referred to as the "Municipality") on a site known as Woodrow Wilson III; and

WHEREAS, the Project will be subject to the HMFA Law and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the provisions of the HMFA Law, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality; and

WHEREAS, the Sponsor has presented to the Municipal Council a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit "A."

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

- (1) The Council finds and determines that the proposed Project will meet or meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Law with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project; and
- (3) The Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Law, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the Municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "B"; and
- (4) The Council hereby authorizes and directs the Mayor of the City of Long Branch to execute, on behalf of the Municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit "B"; and

- (5) The Council understands and agrees that the revenue projections set forth in Exhibit "A" are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and Municipality.
- (6) The Council understands that Sponsor has formed or will form a limited partnership or limited liability company in which Sponsor or an affiliate thereof will be General Partner or Managing Member, respectively; and that the Municipality may enter into the Payment In Lieu of Taxes Agreement with such limited partnership or limited liability company.

SIGNED \_\_\_\_\_  
(Name)

SIGNED \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

I, Kathy Schmelz (Name of Clerk/Secretary), (Municipal Clerk/Secretary to the Governing Body of the City of Long Branch hereby certify that at a meeting of the Governing Body) held on 4-23, 2013 the above resolution was duly adopted.

\_\_\_\_\_  
(Date)

\_\_\_\_\_

SEAL

OR

NOTARY

OFFERED: Sirianni  
 SECOND: Billings  
 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 4-23-13  
 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 24th DAY OF April, 2013  
Kathy Schmelz  
 MUNICIPAL CLERK, R.E.C.

Exhibit A

a.	Annual Revenue	\$444,922
b.	Less: Vacancy Factor Amount ( a * 7%)	(31,145)
c.	Equals: Net Income (a-b)	413,777
d.	Plus Operating Subsidy (12 units)	<u>27,360</u>
e.	Annual Revenue (c+d)	441,137
f.	Annual Abatement Percentage Required (cannot exceed 15%)	<u>x 6.28%</u>
g.	Annual Amount of Payment in Lieu of Tax (e * f)	27,703

**Exhibit B**

**Agreement for Payments in Lieu of Taxes**

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

THIS FINANCIAL AGREEMENT (hereinafter, the “Agreement”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013, between WOODROW WILSON HOUSING URBAN RENEWAL ASSOCIATES III LP, an urban renewal limited partnership of the State of New Jersey, having its principal office at c/o Pennrose Properties, LLC, 230 Wyoming Avenue, Kingston, Pennsylvania 18704, herein designated as the “Entity,” and the CITY OF LONG BRANCH, a municipal corporation in the County of Long Branch and the State of New Jersey, hereinafter designated as the “City.”

**WITNESSETH:**

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

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

2. The City has granted and does hereby grant its approval for an urban renewal project, the nature, magnitude and description of which is disclosed below and in the accompanying Application, to be built under the provisions of the Law on the land described in said Application located on a portion of Block 160, Lot 21 in the City of Long Branch, New Jersey (hereinafter, the "Project"). The City finds that the redevelopment of the Project creates a substantial benefit to the City when compared to costs, if any, associated with the tax exemption granted herein and, further finds that such tax exemption is of significant importance in obtaining the development of the Project and in influencing the locational decisions of probable occupants of the Project. A summary of the Project follows:

(a) The Project is a fifty-one (51) rental unit Low Income Housing Tax Credit project, comprised of a mix of one, two and three bedroom rental units located on the former site of a public housing development owned and operated by the City of Long Branch Housing Authority. The Project site is located within the central portion of the City of Long Branch. The 51 rental units will be located in 13 buildings that will be a mixture of duplexes, townhouses, and flat style dwellings. Forty-six (46) of the fifty-one (51) rental units will be leased exclusively to tenants whose incomes are at or below eighty percent (80%) of the area median income, and so qualifies as a "low and moderate income housing project" under the provisions of the New Jersey Long Term Tax Exemption Act and will be maintained as a low and moderate income housing project for a period of thirty (30) years from the completion of construction.

(b) The Project is part of a greater effort to dramatically improve the surrounding neighborhood. For many years, Woodrow Wilson sat within a neighborhood of other public housing mixed-in with private homes. Though some of the owner-occupied housing is well-maintained and stable, the neighborhood reflects the distress of those units that are not.

The Project represents the fourth step in the described community revitalization that is being undertaken by the City of Long Branch Housing Authority together with its chosen developer, Pennrose Properties, LLC and Maestro Community Development Corporation. The Project is a key component of a proposed 150 unit revitalization project to include other affordable rental housing.

(c) The Woodrow Wilson Phase III site is currently owned by the City of Long Branch Housing Authority. It will be ground leased to the Entity, which is a New Jersey limited partnership that was formed by Pennrose Properties, LLC and Maestro Community Development Corporation, and which will own the 51 rental units. The Entity was qualified as an “urban renewal” entity under the Law. The general partners of the Entity will be Pennrose GP, LLC, an affiliate of Pennrose Properties, LLC and Maestro Community Development Corporation or its affiliate, a 501(c)(3) entity and an affiliate of the City of Long Branch Housing Authority. The Entity will admit an investor limited partner in connection with the Low Income Housing Tax Credit syndication of the Entity and Project. The ground lease will be for a ninety year term. Pennrose Properties, LLC and Maestro Community Development Corporation will act as the co-developers of the 51 rental units and Wallace Roberts & Todd will serve as the project’s architect. The development team boasts a group of seasoned professionals with a breadth and depth of experience in the highest-quality affordable housing development.

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

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

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

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

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

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

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

(b) For the second stage of the exemption period, which shall be for years sixteen (16) through twenty (20) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or twenty percent (20%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(c) For the third stage of the exemption period, which shall be for years twenty-one (21) through twenty-five (25) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or forty percent (40%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(d) For the fourth stage of the exemption period, which shall be for years twenty-six (26) through twenty-eight (28) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or sixty percent (60%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(e) For the final stage of the exemption period, which shall be for years twenty-nine (29) through thirty (30) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or eighty percent (80%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

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

Against the Annual Service Charge the Entity shall be entitled to credit for the amount, without interest, of the real estate taxes on the Project's land paid or that would have been due by it or by the owner of the Project's land in the last four (4) preceding quarterly installments. Notwithstanding the provisions of this section of the Agreement, the minimum Annual Service Charge shall be the amount of the total taxes levied against all the real property covered by the Project in the last full tax year in which the area was subject to taxation, and the minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge calculated pursuant to this section of the Agreement would be less than the minimum Annual Service Charge. Prior to the Commencement Date, the Entity shall pay real estate taxes based on the assessed value of the Project as of the date of this Agreement. The calculation of the proposed Annual Service Charge is set forth on Exhibit "C" attached hereto and incorporated herein.

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

7. In the event of a breach of the Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may, pursuant to N.J.S.A. 40A:20-9f, invoke the rules of the American Arbitration Association for resolution by arbitration (the "AAA Rules"). The arbitration shall be before one

neutral arbitrator to be selected in accordance with the AAA Rules and whose decision shall be rendered in writing. The results of the arbitration shall be final and binding upon the parties, with each party paying its own costs of the arbitration and 50% of the costs of the neutral arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Jersey. The arbitration shall be held in Long Branch, New Jersey, or at such other place as may be selected by mutual agreement of the parties. The arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

In the event of a default on the part of the Entity pursuant to its obligation to pay the Annual Service Charge as defined in Paragraphs 5 and 6 above, the City may terminate the tax abatement if the default is not remedied within ninety (90) days of the due date of the Annual Service Charge or in the alternative it reserves the right to proceed against the Entity's Project that is the subject of this Agreement, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, it being understood and agreed by the parties hereto that throughout N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, whenever the word "taxes" appears, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provision shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In any event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-mentioned manner by conventional or in rem tax foreclosure.

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

9. The Entity shall be subject, during the period of this Agreement and tax exemption under the Law, to a limitation of its profits and in addition, in the case of a corporation, of the dividends payable by it. Whenever the net profits of the Entity for the period, taken as one accounting period, commencing on the date on which the construction of the Project is completed and terminating at the end of the last full fiscal year, shall exceed the allowable net profits for the period, the Entity shall, within ninety (90) days of the close of the fiscal year, pay the excess net profits to the City as an additional service charge. The Entity may maintain during the term of this Agreement a reserve for unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding seven percent (7%) of the gross annual revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted net profits as provided in N.J.S.A. 40A:20-15. This seven percent (7%) reserve is established as required by the Low Income Housing Tax Credit regulations of the New Jersey Housing and Mortgage Finance Agency.

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

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

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

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

Financial Accounting Standards Board. Said auditor's report shall be submitted to the representatives of the City mentioned above within 90 days of receipt by the Entity of the City's request for said auditor's report.

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

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

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

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

16. It is understood and agreed that in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default, or a violation

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

17. The Entity shall have and may exercise such of the powers conferred by law on limited liability companies as shall be necessary for the operation of the business of the Entity and as shall be consistent with the provisions of the Law, and, in addition shall have and may exercise the powers set forth in the Law, but only so long as this Agreement, together with any amendments thereto, is in effect with the City pursuant to the Law.

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

However, any change made in the ownership of the Project which, as determined by the City in its reasonable discretion, would materially affect the terms of this Agreement, shall render this Agreement voidable unless approved by the City Council by resolution. It is understood and agreed that the City may, on written application by the Entity, consent to a sale of the Project and the transfer of the Agreement to an urban renewal corporation or association eligible to function under the Law provided the Entity is not in default as respects any

performance required of it hereunder and full compliance with the terms and conditions of N.J.S.A. 40A:20-1, et seq. has occurred and the Entity's obligation under this Agreement with the City is assumed by the transferee.

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

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

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

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

21. The Entity shall, from the time the Annual Service Charge becomes effective, and on the same due dates as scheduled for the payment of land taxes, pay the City the estimated 1/4 of the Annual Service Charge on the Project's improvements until the correct amount due from the Entity as the Annual Service Charge on the Project's improvements is determined after any

review and examination by the City of the Entity's books and records and for submission to City of any auditor's reports pursuant to Paragraphs 12 and 13 above.

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

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

[remainder of page intentionally left blank]

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

ATTEST/WITNESS:

WOODROW WILSON HOUSING URBAN  
RENEWAL ASSOCIATES III LP,  
a New Jersey limited partnership

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

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

By: \_\_\_\_\_  
Name: Timothy I. Henkel  
Title: Vice President

ATTEST:

CITY OF LONG BRANCH,  
a New Jersey Municipal Corporation

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

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit "1"**

**Application**

**Exhibit "A"**

**Project Sources and Uses (Projected)**

Woodrow Wilson Phase III's proposed costs and funding sources are as follows:

**DEVELOPMENT BUDGET FUNDING SOURCES**

Low Income Housing Tax Credit equity will be obtained through a syndication of 99.99% of the partnership interests of Woodrow Wilson Housing Urban Renewal LP to affiliates of \_\_\_\_\_ . In return, \_\_\_\_\_ and its affiliates will be making a series of equity contributions to Woodrow Wilson Housing Urban Renewal LP that will total \$ \_\_\_\_\_ .

**Exhibit "B"**

**Project Rental Income and Operating Expenses (Projected)**

**A. ANNUAL INCOME & OPERATING SCHEDULES**



Exhibit "C"

Calculation of Annual Service Charge

The annual abatement percentage is 6.28% as this is what is required by the New Jersey Housing and Mortgage Finance Agency under its rules for the Low Income Housing Tax Credit program.