**RESOLUTIONS ADOPTED BY CITY COUNCIL 11-26-13**

**R287-13** RESOLUTION RESCINDING TAX ABATEMENT RESOLUTION 118-13 AND AUTHORIZING THE MAYOR TO EXECUTE A PILOT AGREEMENT AS APPROVED BY THE NEW JERSEY HOUSING MORTGAGE FINANCE AGENCY AS AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES BETWEEN THE CITY OF LONG BRANCH AND THE WOODROW WILSON HOUSING URBAN RENEWAL ASSOCIATES III, LP.

**R288-13** RESOLUTION AMENDING R261-13 ADOPTED ON OCTOBER 8, 2013 REGARDING REIMBURSEMENT OF CERTAIN AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASON OF 2012-2013 AND STREET LIGHTING COSTS

**R289-13** RESOLUTION APPROVING CHANGE ORDER #1 IMPROVEMENTS TO BATH AVENUE (PHASE 3)

**R290-13** RESOLUTION MEMORIALIZING A CONTRACT WITH MADOWLANDS TRANSPORTATION BROKERAGE CORPORATION D/B/A MEADOWLINK

**R291-13** RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF L E LEE, INC. TO LORGIN LLC STATE LICENSE #1325-33-006-005

**R292-13** RESOLUTION RELEASING ESCROW DEPOSITS (MONMOUTH CARE CENTER)

**R293-13** RESOLUTION 2013 BUDGET APPROPRIATION TRANSFERS

**R294-13** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT OF RECREATION AND HUMAN SERVICES TO LEASE APPROXIMATELY 1,200 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE

**R295-13** RESOLUTION DESIGNATING MBA ASSOCIATES LLC, AS A REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH MBA ASSOCIATES, LLC **(REMOVED)**

**R296-13** RESOLUTION APPROVAL PAYMENT OF BILLS

**R297-13** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO TAX COURT OF NEW JERSEY JUDGMENT (VARIOUS)

**R298-13** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A MONMOUTH COUNTY TAX BOARD JUDGMENT (BLOCK 87 LOT 4.1004)

**R299-13** RESOLUTION TO REFUND OVERPAYMENT OF 2013 TAXES (VARIOUS)

R# 287-13

**RESOLUTION RECSINDING TAX ABATEMENT RESOLUTION 118-13 AND AUTHORIZING THE MAYOR TO EXECUTE A PILOT AGREEMENT AS APROVED BY THE NEW JERSEY HOUSING MORTGAGE FINANCE AGENCY AS AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES BETWEEN THE CITY OF LONG BRANCH AND THE WOODROW WILSON HOUSING URBAN RENEWAL ASSOCIATES III, LP.**

**WHEREAS**, the Council of the City of Long Branch passed Resolution 118-13, a tax abatement Resolution for Woodrow Wilson Housing Urban Renewal Associates III LP as requested and approved by the Long Branch Housing Authority; and

**WHEREAS**, the Long Branch Housing Authority submitted to the Council of the City of Long Branch, a PILOT Agreement which was a long-term tax exemption agreement; and

**WHEREAS**, the form of Agreement as required by the New Jersey Mortgage Housing Finance Agency is a different form but has the same economic effect; and

**WHEREAS**, both the Housing Authority and the City of Long Branch executed the PILOT Agreement pursuant to Resolution 118-13; and

**WHEREAS,** the Housing Authority of the City of Long Branch has requested that the City of Long Branch correct the Agreement as annexed hereto and made a part hereof; and

**WHEREAS,** the financial aspect of the new Agreement is exactly the same as the previous Agreement under Resolution 118-13.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch that Resolution 118-13 be and the same hereby is voided.

**BE IF FURTHER RESOLVED**, that the Mayor of the City of Long Branch be and the same is hereby authorized to execute this Agreement as annexed hereto and made a part hereof which is a payment in lieu of taxes for Woodrow Wilson

Housing Urban Renewal Associates III LP project located on Block 160, Lot 21 in the City of Long Branch.

**BE IF FURTHER RESOLVED**, that a copy of this Resolution and executed Agreement be forwarded to the Attorney of the Long Branch Housing Authority.

MOVED: Billings
SECONDED: Sirianni
AND ADOPTED UPON THE FOLLOWING ROLE CALL:
AYES: 5
NAYES: 0
ABSENT: 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 11-26-13

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 NOV. 20 13

MUNICIPAL CLERK, R.M.C.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES
(revised 3/12/97)

THIS AGREEMENT made this _____ day of _____, 2013, between Woodrow Wilson Housing Urban Renewal Associates III LP, a limited partnership of the State of New Jersey, having its principal office at 230 Wyoming Avenue, Kingston, Pennsylvania 18704 (hereinafter the "Sponsor") and the City of Long Branch, a municipal corporation in the County of Monmouth and State of New Jersey (hereinafter the "Municipality").

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 is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated _____, 2013, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on a portion of that parcel of land designated as Block 160, Lot 21 as shown on the Official Assessment Map of the City of Long Branch, New Jersey.

3. As of the date the Sponsor executes a mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

4. (a) For projects receiving construction or permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

(1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to the amount currently payable on an annual basis (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.

(2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28% of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28% of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to Paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28% of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event

that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to Sponsor, c/o Pennrose Properties, LLC, 230 Wyoming Avenue, Kingston, Pennsylvania 18704 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to Township Manager, _____ or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this 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 apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

[remainder of page intentionally left blank]

ATTEST/WITNESS:

SPONSOR:

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/WITNESS:

MUNICIPALITY:

CITY OF LONG BRANCH,
a New Jersey Municipal Corporation

_____
Name:

By: _____
Name:
Title:

**Exhibit "A"**

**PILOT Calculation**

| | | |
|---|---|---|
| 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) | 27,360 |
| e. | Annual Revenue (c+d) | 441,137 |
| f. | Annual Abatement Percentage Required (cannot exceed 15%) | x 6.28% |
| g. | Annual Amount of Payment in Lieu of Tax: (e * f) | 27,703 |

# Kevin E. Kennedy, Esq.

A Limited Liability Company
Attorney at Law
165 Highway 35
Middletown, NJ
Phone: (732) 936-1099
Fax: (732) 936-1960

Admitted to Practice
NJ & Washington DC

Mailing Address:
165 Highway 35
Red Bank, NJ 07701


October 31, 2013

**VIA FEDERAL-EXPRESS**


RECEIVED
NOV - 4 2013
BUSINESS ADMINISTRATOR
CITY OF LONG BRANCH


Howard Wooley, Business Administrator
City of Long Branch
444 Broadway
Long Branch, NJ 07740

**Re: City of Long Branch**
**Long Branch Housing Authority**
**P.I.L.O.T. Agreement**
**Woodrow Wilson III**

Dear Mr. Wooley:

Please be advised that I am writing to you as General Counsel to the Long Branch Housing Authority. In that regard, and pursuant to your conversation with LBHA Officials, I would ask that you please note the following:

1. As you are aware, the City previously authorized execution of the above-referenced P.I.L.O.T. Agreement.

2. Apparently, in furtherance thereof, an incorrect P.I.L.O.T. Agreement was submitted to the City of Long Branch. (It is my understanding that the P.I.L.O.T. Agreement which was submitted was a long-term tax exemption agreement; whereas the same should have been a NJHMFA Agreement.)

3. It is my further understanding that the incorrect form of agreement was signed by both representatives of the City and representatives of the Long Branch Housing Authority.

4. The Housing Authority Finance Representatives have suggested that the correct Agreements should be signed.

5. Accordingly, enclosed please find a proper form of P.I.L.O.T. Agreement, as prepared by the financial representatives of the LBHA (and/or agents thereof).

6. If acceptable, I would ask that you please arrange for the same to be signed and returned to my attention.

7. As always, the Housing Authority appreciates the respect and cooperation of the City.

Obviously, if you have any questions or comments, please feel free to contact me at the office.

Very truly yours,

Kevin E. Kennedy

KEK/cmp
\\Admin2\Municipal\Long Branch Housing\P.I.L.O.T. Agreement\103113 Woolcy agreement.doc
Encl.

cc: Tyrone Garrett, Executive Director (e-mail), w/o encl.
Daniel Gibson, Chief of Staff (e-mail), w/o encl.
Melissa Flanagan, Esq. (e-mail), w/o encl.

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) Mayor (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.

4/24/13 (Date)

SEAL

OR

NOTARY

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. 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
MUNICIPAL CLERK, A.M.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) | 27,360 |
| e. | Annual Revenue (c+d) | 441,137 |
| f. | Annual Abatement Percentage Required (cannot exceed 15%) | x 6.28% |
| g. | Annual Amount of Payment in Lieu of Tax (e * f) | 27,703 |

**Exhibit B**

**Agreement for Payments in Lieu of Taxes**

R# 288-13

RESOLUTION AMENDING R261-13 ADOPTED ON OCTOBER 8, 2013 REGARDING REIMBURSEMENT OF CERTAIN AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASON OF 2012 – 2013 AND STREET LIGHTING COSTS

WHEREAS, on October 8, 2013 by R261-13, the City Council of the City of Long Branch adopted a resolution regarding reimbursement of certain amounts to various qualified private communities for snow removal costs incurred during the winter season of 2012-2013 and street lighting costs; and

WHEREAS, a list was generated showing the schedule of reimbursements and one of the reimbursements for Cedar Arms should have been listed as Fee Simple Ownership.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby amend R218-13 changing Cedar Arms to Fee Simple Ownership.

AYES: Billings

NAYES: Siriano

ABSENT: 5

ABSTAIN: 0

DATED:

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, [illegible] 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 11-26-13

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 NOV 2013

MUNICIPAL CLERK

| SCHEDULE A | REIMBURSEMENT SNOW PLOW & LIGHTING 2012-2013 | | | | |
|---|---|---|---|---|---|
| PRIVATE COMMUNITY | PROPERTY | MAILING | SNOW | LIGHTS | |
| Updated 11-15-13 | ADDRESS | ADDRESS | 2012-2013 | 2012 | Total |
| | | | | | |
| ANCHORAGE | 480 OCEAN AVE | Attn: Andrea Yellin, Unit 6C | $5.76 | $67.11 | $72.87 |
| ARBOR TERR | 735 GREENS | Regency Management P.O. Box 588 Howell, NJ 07731 | $20.17 | $234.81 | $254.98 |
| ATLANTIC GROUP (FEE SIMPLE OWNR) | 53 DUNBAR AVE | N/A | $0.00 | $0.00 | $0.00 |
| AVERY ARMS | 119 AVERY AVE | ATTN: LESLIE PREST, UNIT 22 | $8.64 | $100.58 | $109.22 |
| BEACH HOUSE | 448 OCEAN AVE | ATTN: William Anderson, UNIT 17A | $14.41 | $167.70 | $182.11 |
| BEACHFRONT NORTH GRAND RESORT | 11, 22, 33 COOPER | N/A | $0.00 | $0.00 | $0.00 |
| BEACHFRONT NORTH HOMEOWNER | GRANT, GREELY, WHITMAN | N/A | $0.00 | $0.00 | $0.00 |
| BEECHWOOD | 274 BATH AVE | Sage 1,LLC 560 Main St. Suite 2G Allenhurst,NJ 07711 | $19.45 | $226.31 | $245.76 |
| BRIGHTON HOMEOWNER ASSOC | 3 KELLY LANE | HOMEOWNER ASSOC, Stephen Theccanat 3 Kelly Lane Long Branch,NJ 07740 | $0.00 | $81.46 | $81.46 |
| → ***Fee Simple Ownership*** | 12-34 CEDAR AVE | c/o SAUL BETESH, CEDAR ARMS 12 CEDAR AVE. LONG BRANCH | $10.08 | $117.40 | $127.48 |
| CEDAR GREENS | 96 CEDAR | ATTN: SUSAN EMMA, UNIT 9 (last known information, update not available) | $5.76 | $67.11 | $72.87 |
| CEDAR SQUARE | 60 CEDAR | MORRIS HARARY, UNIT 12 60 Cedar Ave Long Branch, NJ 07740 | $14.41 | $167.70 | $182.11 |
| CHALET | 720 OCEAN | Elie Gammal, Unit 7 720 Ocean Ave. Long Branch,NJ 07740 | $8.64 | $100.58 | $109.22 |
| COBBLESTONE | 158 HULICK | ATTN: M. CARR UNIT 2 | $8.64 | $100.58 | $109.22 |
| CORONET | 35 STERNBERGER | ATTN: DAN MANCINI, UNIT G | $12.96 | $150.87 | $163.83 |
| DEAL MANOR | 1001 NORWOOD | N/A | $0.00 | $0.00 | $0.00 |
| DIAMOND BEACH | 432 OCEAN BLVD | N/A | $0.00 | $0.00 | $0.00 |
| DUNES | 310 OCEAN AVE N | Attn: Karen Lee Unit A4 310 Ocean Ave North Long Branch, NJ 07740 | $8.64 | $100.58 | $109.22 |
| East Street Condos | 525 EAST ST | N/A; Caroline Zocco-Sama 527 East St. Long Branch,NJ 07740 | $0.00 | $0.00 | $0.00 |
| EXCELSIOR | TOWER RD | Sage 1,LLC 560 Main St. Suite 2G Allenhurst,NJ 07711 | $17.29 | $201.16 | $218.45 |
| GALSWORTHY | 65 CEDAR AVE | ATTN: SHARON WISE, UNIT D8 | $23.05 | $268.28 | $291.33 |
| GANSETT COURT | 11-58 GANSETT COURT | E&C Management 605Broadway 2nd Fl. Rear Long Branch,NJ 07740 | $13.25 | $154.24 | $167.49 |
| HARBOUR MANSION | 675 OCEAN AVE. | ATTN: Raymond Ambrosino, Unit PHB 675 Ocean Ave Long Branch,NJ 07740 | $17.29 | $201.16 | $218.45 |
| HORIZON HOUSE | 2 N. BATH AVE | TOWNSMEN PROPERTIES,LLC 1118 Fifth Ave Asbury Park,NJ 07712 | $17.29 | $201.16 | $218.45 |
| IMPERIAL HOUSE | 787 OCEAN AVE | ATTN: Stuart Goldstein Apt. 1805-6 | $27.37 | $318.75 | $346.12 |
| JOLINE MANOR CONDO ASSOC | 168 ROCKWELL | TMK Property Management & Consulting, LLC 169 Wahington Rd Princeton,NJ 08540 | $6.48 | $75.44 | $81.92 |
| KENSINGTON COURT | 317-325 BATH AVE | c/o RICHARD JAMES P.O. BOX 4039 , LONG BRANCH | $14.69 | $171.06 | $185.75 |
| LAURELS AT LB | LAUREL ST | N/A | $0.00 | $0.00 | $0.00 |
| MARINA BAY | 580 PATTEN AVE | Hearthstone Central Management 265 H'way 36, Suite 209 West Long Branch,NJ 07764 | $38.03 | $442.70 | $480.73 |
| MATILDA TERR | 468 SECOND AVE | c/o R. DAVISON P.O. BOX 35 LITTLE SILVER NJ 07739 | $5.76 | $67.11 | $72.87 |
| NAUTILUS | 548 OCEAN BLVD | ATTN: CONNIE MARSALA UNIT 7 | $2.88 | $33.47 | $36.35 |
| NEWPORT TOWNHOUSES | 51 SOUTH BATH AVE | ATTN: SYDNEY LEMEN, UNIT 6 (last known information, update not available) | $10.08 | $117.40 | $127.48 |
| OCEAN COTTAGE | 35 COTTAGE PL | ATTN: LISA SCRIVANO, UNIT 2 | $4.32 | $50.29 | $54.61 |
| OCEAN COVE | 717 OCEAN | ATTN: Larry Gross, Unit 1002 | $7.20 | $83.76 | $90.96 |
| OCEAN EAST | 460 OCEAN BLVD | ATTN: Arlene Albano, Unit H 460 Ocean Blvd. Long Branch,NJ 07740 | $12.39 | $144.14 | $156.53 |
| OCEAN GLEN | 340 OCEAN AVE N | ATTN; TOWNSMEN PROPERTIES,LLC 1118 Fifth Ave Asbury Park,NJ 07712 | $9.36 | $109.08 | $118.44 |
| OCEAN MEWS | 31 CEDAR AVE. | ATTN; TOWNSMEN PROPERTIES,LLC 1118 Fifth Ave Asbury Park,NJ 07712 | $7.35 | $85.00 | $92.35 |
| OCEAN PLAZA | 525 OCEAN BLVD | ATTN: JEFF ROSENZWEIG UNIT 411 | $4.32 | $50.29 | $54.61 |
| OCEAN POINT | 422 OCEAN BLVD N | Sage 1,LLC 560 Main St. Suite 2G Allenhurst,NJ 07711 | $14.41 | $167.70 | $182.11 |
| OCEAN VIEW TOWERS | 510 OCEAN AVE | STEPHEN MOLNAR MGT. LLC P.O. BOX 266 OCEANPORT, NJ 07757 | $6.48 | $75.44 | $81.92 |
| OCEAN VILLAS | 101-505 VILLA DR | ATTN: MICHAEL RODRIGUEZ, 204 VILLA DR, (last known information, update not available) | $3.60 | $41.97 | $45.57 |
| OCEANSIDE VILLA | 700 OCEAN AVE | STEPHEN MOLNAR MGT. LLC P.O. BOX 266 OCEANPORT, NJ 07757 | $11.52 | $134.23 | $145.75 |
| OCEANVIEW VILLA | 295 OCEAN BLVD | Attn: Harold Bobrow, Unit 5 295 Ocean Blvd Long Branch, Nj 07740 | $10.08 | $116.87 | $126.95 |
| PATTEN COURT | 2-20 SHORE DR | Hearthstone Central Management 265 H'way 36, Suite 209 West Long Branch,NJ 07764 | $7.20 | $83.76 | $90.96 |
| PATTEN WOODS | 21-128 SHORE DR | Access Proeprty Mgt. 515 Plainfild Ave Suite 202 Edison,NJ 08817 | $39.76 | $462.89 | $502.65 |
| PATTEN/RIDDLE (NO NAME) | 583-593 PATTEN AVE | N/A | $0.00 | $0.00 | $0.00 |
| PAVILION BEACH | 25-35 PAVILION AVE | ATTN: Joan Kilcommons, Unit 27 | $5.76 | $67.11 | $72.87 |
| PRESIDENTIAL TOWER | 300 OCEAN AVE N | DVS Property Management 165 1st Ave Suite A Atlantic Highlands, NJ 07716 | $14.41 | $167.70 | $182.11 |
| PRESIDENTIAL VILLAGE | 280 OCEAN AVE N | ATTN: DIANA RUEDA, BOX 12, 280 OCEAN AVE. N | $4.75 | $55.43 | $60.18 |
| PROCTOR ESTATES | 216 N. 5TH, 205 N. 6TH | N/A | $0.00 | $0.00 | $0.00 |
| PROVIDENCE PL | 450 OCEAN BLVD | ATTN: Debra Bruno, Unit 11 | $7.63 | $88.89 | $96.52 |

R# 289-13

# RESOLUTION APPROVING CHANGE ORDER #1
# IMPROVEMENTS TO BATH AVENUE (PHASE 3)

**WHEREAS,** on September 27, 2012, the Long Branch City Council approved Resolution #231-12 awarding a contract to Fiore Paving Co., Inc. for Improvements to Bath Avenue (Phase 3) in an amount not to exceed $460,064.69; and

**WHEREAS,** the City Engineer has advised that some minor modifications to the contract have become necessary and the 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 a decrease of $25,401.47.

**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 Fiore Paving Co., Inc. in the amount of $25,401.47 amending the total contract amount to a sum not to exceed $434,663.22.

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

**SO MOVED:** Billings
**SECOND:** Sirianni

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING [illegible] AND CORRECT COPY OF [illegible] AT A REGULAR MEETING [illegible] 11-26-13
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 NOV 2013

MUNICIPAL CLERK

R# 290-13

RESOLUTION MEMORIALIZING A CONTRACT WITH MEADOWLANDS

TRANSPORTATION BROKERAGE CORPORATION D/B/A MEADOWLINK

WHEREAS, the City of Long Branch was desirous of continuing its participation in the shuttle program called ShoreEZride during the peak summer months of 2013; and

WHEREAS, the aforementioned shuttle services were provided to the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation #G-13-052-401 in an amount not to exceed $29,500.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby memorialize a contract with Meadowlands Transportation Brokerage Corporation D/B/A Meadowlink for the time period of May 24, 2013 through September 2, 2013 in accordance with the agreement attached hereto.

MOVED: Billings
SECONDED: Siriannni

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

DATED:

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 11-26-13

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 Nov 2013

Kathy L. Schmelz

**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:

**UEZ SUMMER SHUTTLE**

Said contract being made as follows:

**MEADOWLANDS TRANSPORTATION BROKERAGE CORP.(T/A MEADOWLINK) $29,500.00**

Said funds being available in the form of:

**#G-13-052-401, $29,500.00**

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

11/15/13
Date

**AGREEMENT BETWEEN**

**THE COUNCIL OF**
**CITY OF LONG BRANCH**

**AND**

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

**THIS AGREEMENT** made this 17th day of May 2013, and effective when executed by all parties (the "Effective Date"), between the Council of City of Long Branch, (hereinafter "**LONG BRANCH**"), whose principal place of business is Long Branch Municipal Building, 344 Broadway, Long Branch, New Jersey, 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, MEADOWLINK received a federal grant under the Congestion Mitigation and Air Quality Improvement Program, which covers 75% of operational cost, excluding any capital cost, of a summer season shuttle service connecting certain NJ TRANSIT train stations with the beaches and Main Street in neighboring communities; and

**WHEREAS**, during the summer of 2012, aforementioned shuttle services were provided for LONG BRANCH; and

**WHEREAS**, LONG BRANCH is desirous of continuing its participation in the shuttle program, called ***ShoreEZride***, during the peak summer months of 2013.

**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 Ocean Avenue / Ocean Boulevard in Long Branch City, per the three (3) routes set forth on **Exhibit "A"**, and the schedule set forth on **"Exhibit B,"** which are attached hereto and made a part hereof. The routes and shuttle stops have been selected by LONG BRANCH in coordination with the County of Monmouth and 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 two (2) air-conditioned mini-buses equipped with wheelchair lift, and luggage space to accommodate passengers' belongings.

(c) The shuttle service will be provided on the days and hours set forth on **Exhibit "C"**, which is attached hereto and made a part hereof.

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

(e) MEADOWLINK will ensure that (i) the minibuses 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 cost of shuttle service will be Seventy Dollars ($70) per revenue hour per vehicle.

(b) 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.

(c) As stated above, 75% of this cost will be covered by the grant received by MEADOWLINK. The remaining 25% of the cost will be paid by LONG BRANCH. The fares collected by MEADOWLINK will be used to defray the cost of the shuttle service before the remaining amount is split in 75:25 portions. Further, 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.

(d) For the number of days and hours of shuttle service per Exhibit C, LONG BRANCH will pay to MEADOWLINK a fixed total price of **$29,500.00** (Twenty Nine Thousand Five Hundred Dollars). This amount includes the operational as well as the capital cost of the project.

(e) With at least ten (10) business days advance notice, LONG BRANCH may request additional service during the months of July and August 2013, beyond the days indicated at Exhibit "C," which will be billed as under:

i. Service on any day in the months of July and August 2013, other than those listed at Exhibit "C," will be provided at a cost of $12.25 (Twelve Dollars and Twenty Five Cents) per hour and will be billed for a minimum of 4 (four) hours followed by 15 (fifteen) minutes increments thereafter.

ii. Extra service indicated in this paragraph is NOT assured and will be provided subject to availability of resources and prior approval from NJ TRANSIT.

**3. <u>Term.</u>**

(a) Unless extended by mutual agreement in writing, the term of this Agreement shall commence on the Effective Date and will continue in effect through September 30, 2013.

(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

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.

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 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**

By: _____
(Signature)

Name: Adam Schneider
Title: MAYOR
Date: _____

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

By: _____
(Signature)

Name: Krishna Murthy
Title: Executive Director
Date: May 17th 2013.

# Exhibit A

# Route Map

*See pages 10-A, 10-B and 10-C*

Exhibit A - Shore EZ-Ride-Long Branch Daytime Route #1 (7.1 Miles/30 Minutes)

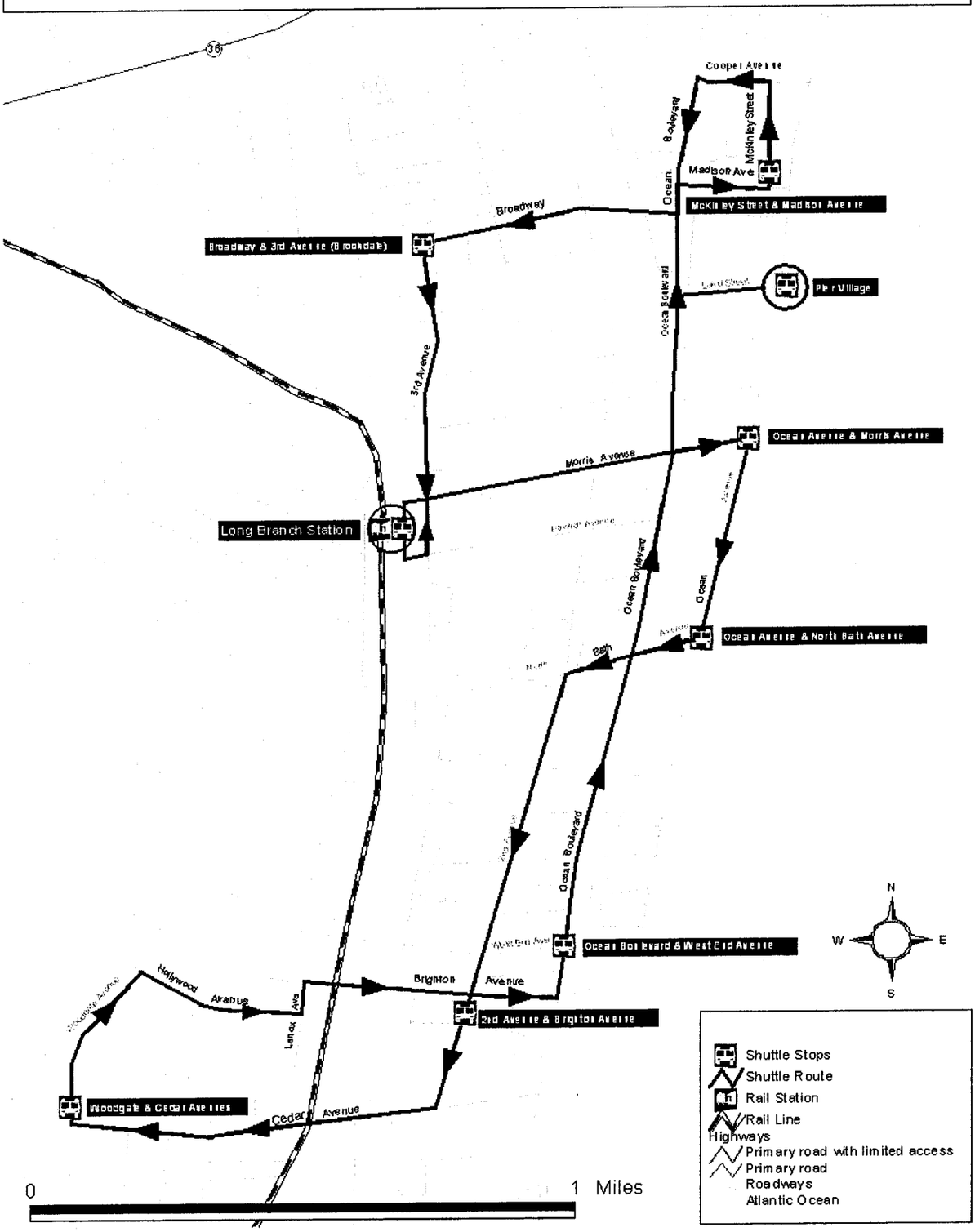


Exhibit A - Shore EZ-Ride-Long Branch-Daytime Route #2 (6.65 Miles/30 Minutes)

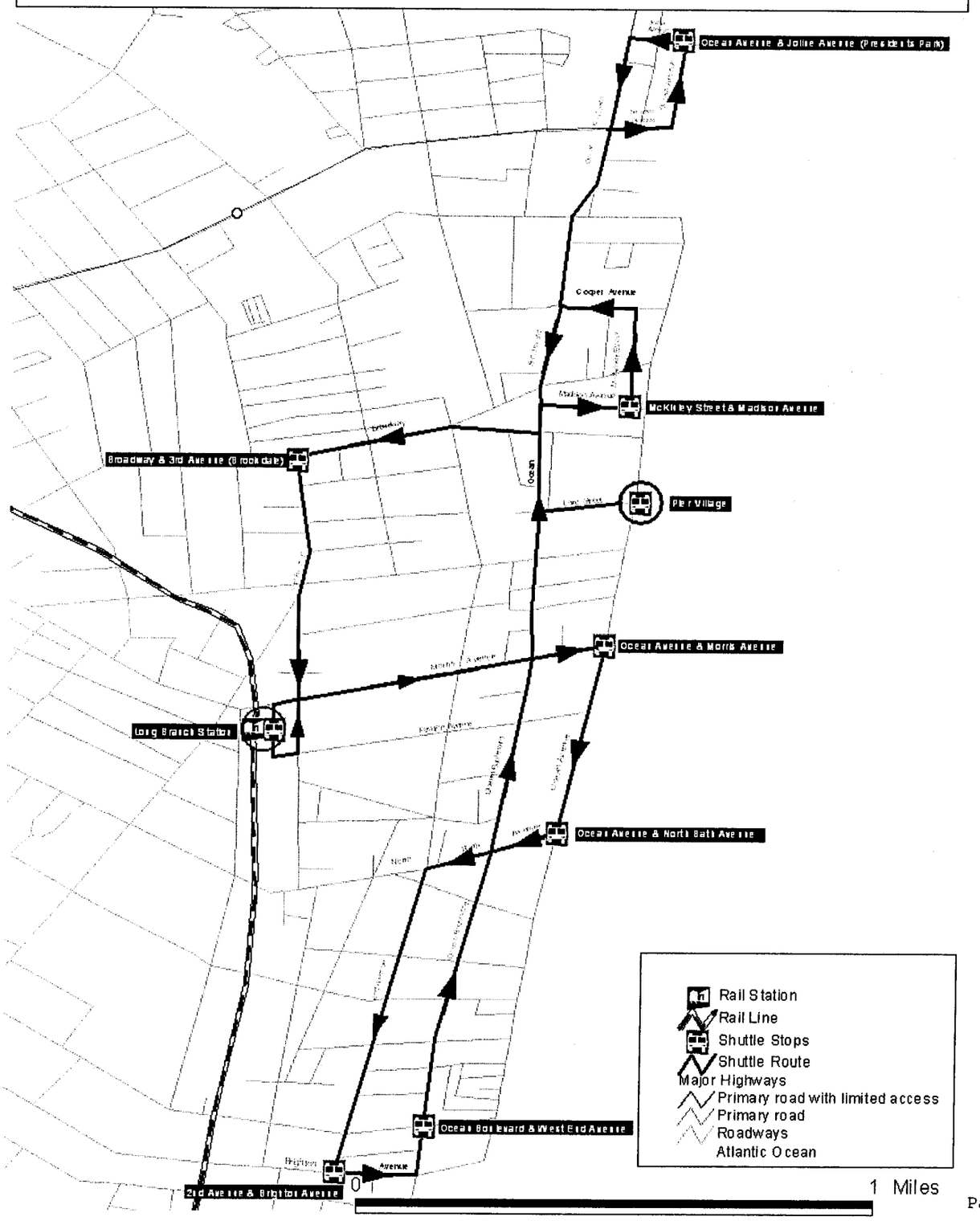
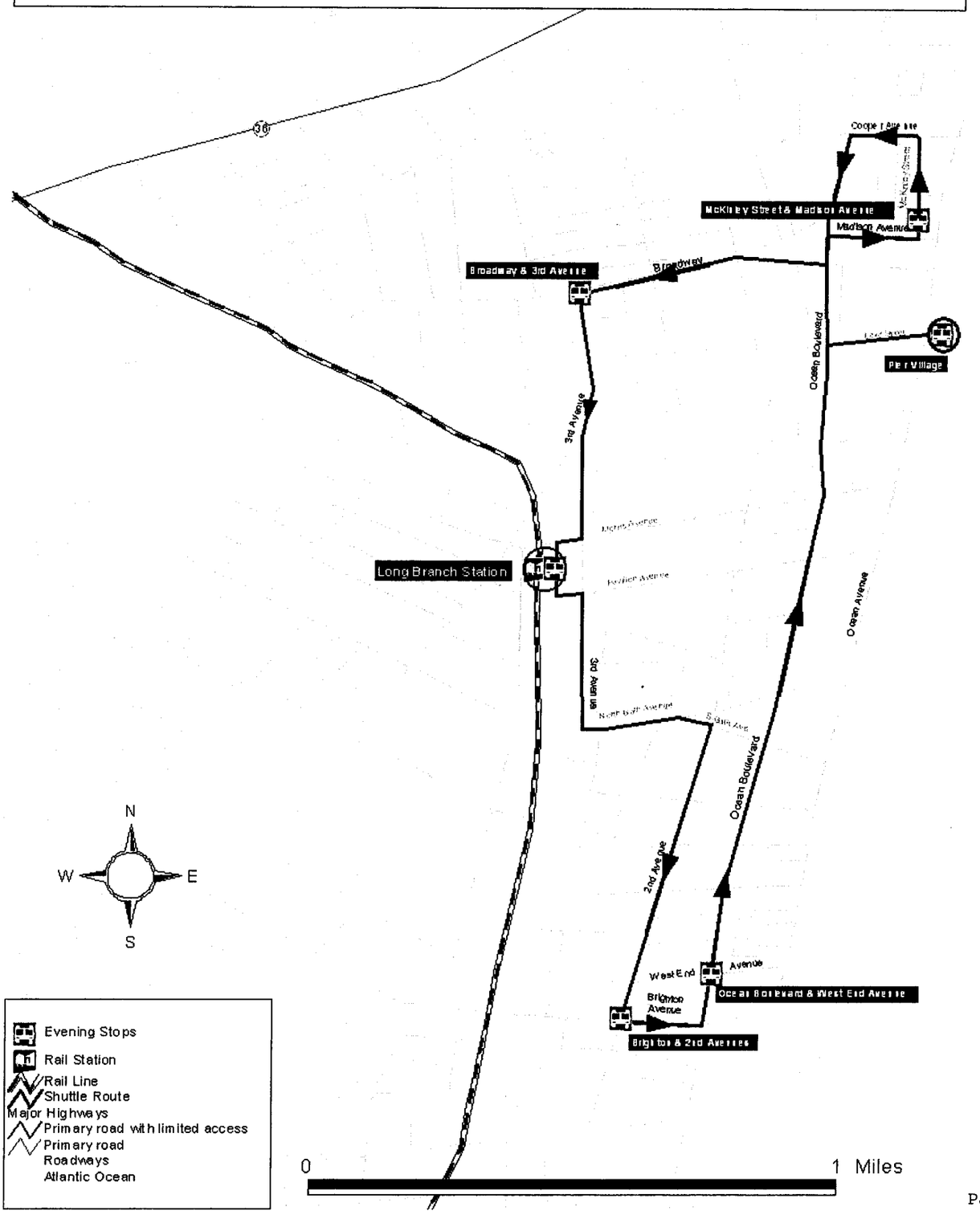


Exhibit A - Shore EZ-Ride-Long Branch Evening Route (5.94 Miles/30 Minutes)



# Exhibit B

# Schedule

*See pages 11-A, 11-B and 11-C*

## Exhibit B
## Schedule (Page 1 of 3)

### Shore EZ Ride Shuttle Schedule - Long Branch

| Fridays Daytime (May 24 to June 21, 2013) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Daytime Route** | | | | | | | | | | |
| Long Branch Rail Station (Train Arrives From New York/Newark) | 12:23 | - | 1:23 | - | 2:23 | 3:14/ 3:21 | - | 4:24 | - | - |
| Long Branch Rail Station (Shuttle Leaves) | 12:26 | 12:55 | 1:26 | 1:56 | 2:26 | 3:26 | 3:56 | 4:29 | 4:59 | 5:27 |
| Ocean Avenue & Morris Avenue | 12:28 | 12:58 | 1:28 | 1:59 | 2:28 | 3:28 | 3:59 | 4:31 | 5:02 | 5:29 |
| Ocean Avenue & North Bath Avenue | 12:29 | 1:00 | 1:29 | 2:01 | 2:29 | 3:29 | 4:01 | 4:32 | 5:04 | 5:30 |
| Brighton Avenue & 2nd Avenue | 12:33 | 1:04 | 1:33 | 2:05 | 2:33 | 3:33 | 4:05 | 4:36 | 5:08 | 5:34 |
| Woodgate Avenue & Cedar Avenue | 12:35 | - | 1:35 | - | 2:35 | 3:35 | - | 4:38 | - | 5:36 |
| Ocean Boulevard & West End Avenue | 12:39 | 1:05 | 1:39 | 2:06 | 2:39 | 3:39 | 4:06 | 4:42 | 5:09 | 5:40 |
| Laird Street Circle (Pier Village) | 12:42 | 1:09 | 1:42 | 2:10 | 2:42 | 3:42 | 4:10 | 4:45 | 5:13 | 5:43 |
| McKinley Street & Madison Avenue | 12:45 | 1:12 | 1:45 | 2:13 | 2:45 | 3:45 | 4:13 | 4:48 | 5:16 | 5:46 |
| Ocean Avenue & Joline Avenue | - | 1:15 | - | 2:16 | - | - | 4:16 | - | 5:19 | - |
| Broadway & 3rd Avenue | 12:49 | 1:17 | 1:49 | 2:18 | 2:49 | 3:49 | 4:18 | 5:52 | 5:21 | 5:50 |
| Long Branch Rail Station (Shuttle Arrives) | 12:51 | 1:20 | 1:51 | 2:21 | 2:51 | 3:51 | 4:21 | 4:54 | 5:24 | 5:52 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | 12:54 | - | 1:54 | - | 2:54 | - | 4:48 | - | 5:36 | - |

| Fridays Evening (May 24 to June 21, 2013) | | | |
|---|---|---|---|
| **Evening Route** | | | |
| Long Branch Rail Station (Train Arrives From New York/Newark) | - | 6:30 | 7:05 |
| Long Branch Rail Station (Shuttle Leaves) | 5:55 | 6:33 | 7:07 |
| Brighton Avenue & 2nd Avenue | 5:59 | 6:37 | 7:11 |
| Ocean Boulevard & West End Avenue | 6:01 | 6:39 | 7:13 |
| Laird Street Circle (Pier Village) | 6:04 | 6:42 | 7:16 |
| McKinley Street & Madison Avenue | 6:07 | 6:45 | 7:19 |
| Broadway & 3rd Avenue | 6:12 | 6:50 | 7:24 |
| Long Branch Rail Station (Shuttle Arrives) | 6:15 | 6:53 | 7:27 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | 6:37 | 6:56 | 8:00 |

# Exhibit B
## Schedule (Page 2 of 3)

### Shore EZ Ride Shuttle Schedule - Long Branch

**Fridays Daytime (Effective June 28, 2013)**

| Daytime Route | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Long Branch Rail Station (Train Arrives From New York/Newark) | 9:23 | - | - | - | 10:24 | - | - | - | 11:23 | - | - | 12:23 | - | - | 1:23 | - |
| Long Branch Rail Station (Shuttle Leaves) | 9:28 | 9:43 | 9:55 | 10:13 | 10:27 | 10:43 | 10:55 | 11:13 | 11:28 | 11:43 | 12:13 | 12:26 | 12:55 | 1:08 | 1:26 | 1:38 |
| Ocean Avenue & Morris Avenue | 9:30 | 9:46 | 9:57 | 10:16 | 10:29 | 10:46 | 10:57 | 11:16 | 11:30 | 11:46 | 12:16 | 12:28 | 12:57 | 1:11 | 1:28 | 1:41 |
| Ocean Avenue & North Bath Avenue | 9:31 | 9:48 | 9:58 | 10:18 | 10:30 | 10:48 | 10:58 | 11:18 | 11:31 | 11:48 | 12:18 | 12:29 | 12:58 | 1:13 | 1:29 | 1:43 |
| Brighton Avenue & 2nd Avenue | 9:35 | 9:52 | 10:02 | 10:22 | 10:34 | 10:52 | 11:02 | 11:22 | 11:35 | 11:52 | 12:22 | 12:33 | 1:02 | 1:17 | 1:33 | 1:47 |
| Woodgate Avenue & Cedar Avenue | 9:37 | - | 10:04 | - | 10:36 | - | 11:04 | - | 11:37 | - | - | 12:35 | 1:04 | - | 1:35 | - |
| Ocean Boulevard & West End Avenue | 9:41 | 9:53 | 10:08 | 10:23 | 10:40 | 10:53 | 11:08 | 11:23 | 11:41 | 11:53 | 12:23 | 12:39 | 1:08 | 1:18 | 1:39 | 1:48 |
| Laird Street Circle (Pier Village) | 9:44 | 9:57 | 10:11 | 10:27 | 10:43 | 10:57 | 11:11 | 11:27 | 11:44 | 11:57 | 12:27 | 12:42 | 1:11 | 1:22 | 1:42 | 1:52 |
| McKinley Street & Madison Avenue | 9:47 | 10:00 | 10:14 | 10:30 | 10:46 | 11:00 | 11:14 | 11:30 | 11:47 | 12:00 | 12:30 | 12:45 | 1:14 | 1:25 | 1:45 | 1:55 |
| Ocean Avenue & Joline Avenue | - | 10:03 | - | 10:33 | - | 11:03 | - | 11:33 | - | 12:03 | 12:33 | - | - | 1:28 | - | 1:58 |
| Broadway & 3rd Avenue | 9:51 | 10:05 | 10:18 | 10:35 | 10:50 | 11:05 | 11:18 | 11:35 | 11:51 | 12:05 | 12:35 | 12:49 | 1:18 | 1:30 | 1:49 | 2:00 |
| Long Branch Rail Station (Shuttle Arrives) | 9:53 | 10:08 | 10:20 | 10:38 | 10:52 | 11:08 | 11:20 | 11:38 | 11:53 | 12:08 | 12:38 | 12:51 | 1:20 | 1:33 | 1:51 | 2:03 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | 9:54 | - | - | 10:54 | | - | - | 11:54 | | - | 12:54 | | - | 1:54 | | - |

**Fridays Daytime (Effective June 28, 2013)**

| Daytime Route | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Long Branch Rail Station (Train Arrives From New York/Newark) | - | - | 2:23 | - | - | 3:14 | 3:21 | - | - | 4:09 | 4:24 | - | - | 5:08 | - | - |
| Long Branch Rail Station (Shuttle Leaves) | 1:56 | 2:13 | 2:26 | 2:43 | 2:54 | 3:17 | 3:26 | 3:44 | 3:56 | 4:12 | 4:29 | 4:40 | 4:59 | 5:11 | 5:27 | 5:39 |
| Ocean Avenue & Morris Avenue | 1:58 | 2:16 | 2:28 | 2:46 | 2:56 | 3:20 | 3:28 | 3:47 | 3:58 | 4:15 | 4:31 | 4:43 | 5:01 | 5:14 | 5:29 | 5:42 |
| Ocean Avenue & North Bath Avenue | 1:59 | 2:18 | 2:29 | 2:48 | 2:57 | 3:22 | 3:29 | 3:49 | 3:59 | 4:17 | 4:32 | 4:45 | 5:02 | 5:16 | 5:30 | 5:44 |
| Brighton Avenue & 2nd Avenue | 2:03 | 2:22 | 2:33 | 2:52 | 3:01 | 3:26 | 3:33 | 3:53 | 4:03 | 4:21 | 4:36 | 4:49 | 5:06 | 5:20 | 5:34 | 5:48 |
| Woodgate Avenue & Cedar Avenue | 1:05 | - | 2:35 | - | 3:03 | - | 3:35 | - | 4:05 | - | 4:38 | - | 5:08 | - | 5:36 | - |
| Ocean Boulevard & West End Avenue | 2:09 | 2:23 | 2:39 | 2:53 | 3:07 | 3:27 | 3:39 | 3:54 | 4:09 | 4:22 | 4:42 | 4:50 | 5:12 | 5:21 | 5:40 | 5:49 |
| Laird Street Circle (Pier Village) | 2:12 | 2:27 | 2:42 | 2:57 | 3:10 | 3:31 | 3:42 | 3:58 | 4:12 | 4:26 | 4:45 | 4:54 | 5:15 | 5:25 | 5:43 | 5:53 |
| McKinley Street & Madison Avenue | 2:15 | 2:30 | 2:45 | 3:00 | 3:13 | 3:34 | 3:45 | 4:01 | 4:15 | 4:29 | 4:48 | 4:57 | 5:18 | 5:28 | 5:46 | 5:56 |
| Ocean Avenue & Joline Avenue | - | 2:33 | - | 3:03 | - | 3:37 | - | 4:04 | - | 4:32 | - | 5:00 | - | 5:31 | - | 5:59 |
| Broadway & 3rd Avenue | 2:19 | 2:35 | 2:49 | 3:05 | 3:17 | 3:39 | 3:49 | 4:06 | 4:19 | 4:34 | 4:52 | 5:02 | 5:22 | 5:33 | 5:50 | 6:01 |
| Long Branch Rail Station (Shuttle Arrives) | 2:21 | 2:38 | 2:51 | 3:08 | 3:19 | 3:42 | 3:51 | 4:09 | 4:21 | 4:37 | 4:54 | 5:05 | 5:24 | 5:36 | 5:52 | 6:04 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | - | 2:54 | | - | - | 3:49 | | - | 4:48 | | - | - | 5:36 | | - | - |

**Fridays Evening (Effective June 28, 2013)**

| Evening Route | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Long Branch Rail Station (Train Arrives From New York/Newark) | - | 6:05 | 6:30 | 6:47 | 7:05 | 7:29/7 | 7:56 | - | - | 8:39 | 8:59 | - | - | - | 9:55 | - | 10:22 | - |
| Long Branch Rail Station (Shuttle Leaves) | 5:55 | 6:10 | 6:33 | 6:49 | 7:07 | 7:41 | 8:00 | 8:10 | 8:30 | 8:44 | 9:02 | 9:10 | 9:25 | 9:40 | 9:58 | 10:10 | 10:30 | 10:35 |
| Brighton Avenue & 2nd Avenue | 5:59 | 6:13 | 6:37 | 6:52 | 7:11 | 7:45 | 8:04 | 8:14 | 8:34 | 8:48 | 9:06 | 9:14 | 9:29 | 9:44 | 10:02 | 10:14 | 10:34 | 10:39 |
| Ocean Boulevard & West End Avenue | 6:01 | 6:15 | 6:39 | 6:54 | 7:13 | 7:47 | 8:06 | 8:16 | 8:36 | 8:50 | 9:08 | 9:16 | 9:31 | 9:46 | 10:04 | 10:16 | 10:36 | 10:41 |
| Laird Street Circle (Pier Village) | 6:04 | 6:18 | 6:42 | 6:56 | 7:16 | 7:50 | 8:09 | 8:19 | 8:39 | 8:53 | 9:11 | 9:19 | 9:34 | 9:49 | 10:07 | 10:19 | 10:39 | 10:44 |
| McKinley Street & Madison Avenue | 6:07 | 6:20 | 6:45 | 6:58 | 7:19 | 7:53 | 8:12 | 8:22 | 8:42 | 8:56 | 9:14 | 9:22 | 9:37 | 9:52 | 10:10 | 10:22 | 10:42 | 10:47 |
| Broadway & 3rd Avenue | 6:12 | 6:24 | 6:50 | 7:01 | 7:24 | 7:58 | 8:17 | 8:27 | 8:47 | 9:01 | 9:19 | 9:27 | 9:42 | 9:57 | 10:15 | 10:27 | 10:47 | 10:52 |
| Long Branch Rail Station (Shuttle Arrives) | 6:15 | 6:27 | 6:53 | 7:04 | 7:27 | 8:01 | 8:20 | 8:30 | 8:50 | 9:04 | 9:22 | 9:30 | 9:45 | 10:00 | 10:18 | 10:30 | 10:50 | 10:55 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | - | 6:37 | 6:56 | 7:19 | 8:00 | - | - | - | - | 9:12 | - | - | - | - | 10:26 | - | - | 11:32 |

# Exhibit B

## Schedule (3 of 3)

**Saturdays, Sundays, July 4th, and Labor Day (Daytime Effective May 25, 2013)**

| Daytime Route | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Long Branch Rail Station (Train Arrives From New York/Newark) | - | - | - | 9:43 | - | - | - | 10:43 | - | - | 11:43 | - | - | 12:43 | - | - |
| Long Branch Rail Station (Shuttle Leaves) | 9:00 | 9:15 | 9:30 | 9:46 | 10:00 | 10:15 | 10:30 | 10:46 | 11:00 | 11:15 | 11:48 | 12:00 | 12:30 | 12:48 | 1:00 | 1:16 |
| Ocean Avenue & Morris Avenue | 9:02 | 9:18 | 9:32 | 9:49 | 10:02 | 10:18 | 10:32 | 10:49 | 11:02 | 11:18 | 11:51 | 12:02 | 12:32 | 12:51 | 1:02 | 1:19 |
| Ocean Avenue & North Bath Avenue | 9:03 | 9:20 | 9:33 | 9:51 | 10:03 | 10:20 | 10:33 | 10:51 | 11:03 | 11:20 | 11:53 | 12:03 | 12:33 | 12:53 | 1:03 | 1:21 |
| Brighton Avenue & 2nd Avenue | 9:07 | 9:24 | 9:37 | 9:55 | 10:07 | 10:24 | 10:37 | 10:55 | 11:07 | 11:24 | 11:57 | 12:07 | 12:37 | 12:57 | 1:07 | 1:25 |
| Woodgate Avenue & Cedar Avenue | 9:09 | - | 9:39 | - | 10:09 | - | 10:39 | - | 11:09 | - | - | 12:09 | 12:39 | - | 1:09 | - |
| Ocean Boulevard & West End Avenue | 9:13 | 9:25 | 9:43 | 9:57 | 10:13 | 10:25 | 10:43 | 10:56 | 11:13 | 11:25 | 11:58 | 12:13 | 12:43 | 12:58 | 1:13 | 1:26 |
| Laird Street Circle (Pier Village) | 9:16 | 9:29 | 9:46 | 10:01 | 10:16 | 10:29 | 10:46 | 11:00 | 11:16 | 11:29 | 12:02 | 12:16 | 12:46 | 1:02 | 1:16 | 1:30 |
| McKinley Street & Madison Avenue | 9:19 | 9:32 | 9:49 | 10:04 | 10:19 | 10:32 | 10:49 | 11:03 | 11:19 | 11:32 | 12:05 | 12:19 | 12:49 | 1:05 | 1:19 | 1:33 |
| Ocean Avenue & Joline Avenue | - | 9:35 | - | 10:07 | - | 10:35 | - | 11:06 | - | 11:35 | 12:08 | - | - | 1:08 | - | 1:36 |
| Broadway & 3rd Avenue | 9:23 | 9:37 | 9:53 | 10:09 | 10:23 | 10:37 | 10:53 | 11:08 | 11:23 | 11:37 | 12:10 | 12:23 | 12:53 | 1:10 | 1:23 | 1:38 |
| Long Branch Rail Station (Shuttle Arrives) | 9:25 | 9:40 | 9:55 | 10:13 | 10:25 | 10:40 | 10:55 | 11:11 | 11:25 | 11:40 | 12:13 | 12:25 | 12:55 | 1:13 | 1:25 | 1:41 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | - | - | 10:06 | - | - | - | 11:06 | - | - | 12:06 | - | - | 1:06 | - | - | - |

**Saturdays, Sundays, July 4th, and Labor Day (Daytime Effective May 25, 2013)**

| Daytime Route | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Long Branch Rail Station (Train Arrives From New York/Newark) | - | 1:43 | - | - | - | 2:43 | - | - | - | 3:43 | - | - | - | 4:43 | - | - | - | 5:43 |
| Long Branch Rail Station (Shuttle Leaves) | 1:30 | 1:48 | 2:00 | 2:16 | 2:30 | 2:48 | 3:00 | 3:16 | 3:30 | 3:48 | 4:00 | 4:16 | 4:30 | 4:48 | 5:00 | 5:16 | 5:30 | 5:48 |
| Ocean Avenue & Morris Avenue | 1:32 | 1:51 | 2:02 | 2:19 | 2:32 | 2:51 | 3:02 | 3:19 | 3:32 | 3:51 | 4:02 | 4:19 | 4:32 | 4:51 | 5:02 | 5:19 | 5:32 | 5:51 |
| Ocean Avenue & North Bath Avenue | 1:33 | 1:53 | 2:03 | 2:21 | 2:33 | 2:53 | 3:03 | 3:21 | 3:33 | 3:53 | 4:03 | 4:21 | 4:33 | 4:53 | 5:03 | 5:21 | 5:33 | 5:53 |
| Brighton Avenue & 2nd Avenue | 1:37 | 1:57 | 2:07 | 2:25 | 2:37 | 2:57 | 3:07 | 3:25 | 3:37 | 3:57 | 4:07 | 4:25 | 4:37 | 4:57 | 5:07 | 5:25 | 5:37 | 5:57 |
| Woodgate Avenue & Cedar Avenue | 1:39 | - | 2:09 | - | 2:39 | - | 3:09 | - | 3:39 | - | 4:09 | - | 4:39 | - | 5:09 | - | 5:39 | - |
| Ocean Boulevard & West End Avenue | 1:43 | 1:58 | 2:13 | 2:26 | 2:43 | 2:58 | 3:13 | 3:26 | 3:43 | 3:58 | 4:13 | 4:26 | 4:43 | 4:58 | 5:13 | 5:26 | 5:43 | 5:58 |
| Laird Street Circle (Pier Village) | 1:46 | 2:02 | 2:16 | 2:30 | 2:46 | 3:02 | 3:16 | 3:30 | 3:46 | 4:02 | 4:16 | 4:30 | 4:46 | 5:02 | 5:16 | 5:30 | 5:46 | 6:02 |
| McKinley Street & Madison Avenue | 1:49 | 2:05 | 2:19 | 2:33 | 2:49 | 3:05 | 3:19 | 3:33 | 3:49 | 4:05 | 4:19 | 4:33 | 4:49 | 5:05 | 5:19 | 5:33 | 5:49 | 6:05 |
| Ocean Avenue & Joline Avenue | - | 2:08 | - | 2:36 | - | 3:08 | - | 3:36 | - | 4:08 | - | 4:36 | - | 5:08 | - | 5:36 | - | 6:08 |
| Broadway & 3rd Avenue | 1:53 | 2:10 | 2:23 | 2:38 | 2:53 | 3:10 | 3:23 | 3:38 | 3:53 | 4:10 | 4:23 | 4:38 | 4:53 | 5:10 | 5:23 | 5:38 | 5:53 | 6:10 |
| Long Branch Rail Station (Shuttle Arrives) | 1:55 | 2:13 | 2:25 | 2:41 | 2:55 | 3:13 | 3:25 | 3:41 | 3:55 | 4:13 | 4:25 | 4:41 | 4:55 | 5:13 | 5:25 | 5:41 | 5:55 | 6:13 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | 2:06 | - | - | - | 3:06 | - | - | - | 4:06 | - | - | - | 5:06 | - | - | - | 6:06 | - |

**Saturdays, Sundays, July 4th, and Labor Day (Evening Effective May 25, 2013)**

| Evening Route | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Long Branch Rail Station (Train Arrives From New York/Newark) | - | - | - | 6:43 | - | - | 7:43 | - | - | - | - | 8:43 | - | - | - | - | 9:43 | - | - | - |
| Long Branch Rail Station (Shuttle Leaves) | 5:58 | 6:15 | 6:40 | 6:46 | 7:10 | 7:35 | 7:46 | 8:00 | 8:10 | 8:20 | 8:35 | 8:46 | 9:00 | 9:10 | 9:20 | 9:35 | 9:46 | 10:00 | 10:10 | 10:35 |
| Brighton Avenue & 2nd Avenue | 6:02 | 6:19 | 6:44 | 6:50 | 7:14 | 7:39 | 7:50 | 8:04 | 8:14 | 8:24 | 8:39 | 8:50 | 9:04 | 9:14 | 9:24 | 9:39 | 9:50 | 10:04 | 10:14 | 10:39 |
| Ocean Boulevard & West End Avenue | 6:04 | 6:21 | 6:46 | 6:52 | 7:16 | 7:41 | 7:52 | 8:06 | 8:16 | 8:26 | 8:41 | 8:52 | 9:06 | 9:16 | 9:26 | 9:41 | 9:52 | 10:06 | 10:16 | 10:41 |
| Laird Street Circle (Pier Village) | 6:07 | 6:24 | 6:49 | 6:55 | 7:19 | 7:44 | 7:55 | 8:09 | 8:19 | 8:29 | 8:44 | 8:55 | 9:09 | 9:19 | 9:29 | 9:44 | 9:55 | 10:09 | 10:19 | 10:44 |
| McKinley Street & Madison Avenue | 6:10 | 6:27 | 6:52 | 6:58 | 7:22 | 7:47 | 7:58 | 8:12 | 8:22 | 8:32 | 8:47 | 8:58 | 9:12 | 9:22 | 9:32 | 9:47 | 9:58 | 10:12 | 10:22 | 10:47 |
| Broadway & 3rd Avenue | 6:15 | 6:32 | 6:57 | 7:03 | 7:27 | 7:52 | 8:03 | 8:17 | 8:27 | 8:37 | 8:52 | 9:03 | 9:17 | 9:27 | 9:37 | 9:52 | 10:03 | 10:17 | 10:27 | 10:52 |
| Long Branch Rail Station (Shuttle Arrives) | 6:18 | 6:35 | 7:00 | 7:06 | 7:30 | 7:55 | 8:06 | 8:20 | 8:30 | 8:40 | 8:55 | 9:06 | 9:20 | 9:30 | 9:40 | 9:55 | 10:06 | 10:20 | 10:30 | 10:55 |
| Long Branch Rail Station (Train Leaves To New York/Newark) | - | - | 7:06 | - | - | 8:06 | - | - | - | - | 9:06 | - | - | - | - | 10:06 | - | - | - | 11:32 |

# Exhibit C

## Days & Hours of Operation-2013

**Hours of Shuttle Service: 9:00 AM – 11:00 PM. However, until June 21st, the hours of operation on Fridays will be 12:00 noon – 7 PM.**

**May 2013**

1. Friday, May 24th – First day (reduced service as stated above)
2. Saturday, May 25th
3. Sunday, May 26th
4. Monday, May 27th – Memorial Day
5. Friday, May 31st (reduced service as stated above)

**June 2013**

*All Fridays, Saturdays and Sundays in the month of June*

1. Fridays: June 7th, 14th, 21st, 28th (reduced service as stated above for 7th, 14th, and 21st )
2. Saturdays: June 1st , 8th , 15th , 22nd , 29th
3. Sundays: June 2nd, 9th, 16th, 23rd, 30th

**July 2013**

*All Fridays, Saturdays and Sundays in the month of July plus July 4th*

1. July 4th – Independence Day
2. Fridays: July 5th, 12th, 19th, 26th
3. Saturdays: July 6th, 13th, 20th, 27th
4. Sundays: July 7th, 14th, 21st, 28th

**August 2013**

*All Fridays, Saturdays and Sundays in the month of August*

1. Fridays: August 2nd, 9th, 16th, 23rd, 30th
2. Saturdays: August 3rd, 10th, 17th, 24th, 31st
3. Sundays: August 4th, 11th, 18th, 25th

**September 2013**

*Only the first Sunday and Labor Day*

1. Sunday, September 1st
2. Monday, September 2nd – Labor Day

R# 391-13

**RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF L E LEE, INC TO LORGIN LLC STATE LICENSE #1325-33-006-005**

**WHEREAS,** Lorgin LLC has applied for a person to person transfer of Plenary Retail Consumption License No. 1325-33-006-005, and the application for transfer appears to be complete in all respects; and

**WHEREAS**, the state requires a person to person transfer be completed; and

**WHEREAS,** proof of publication of notice has been submitted and there have been no written objections received by the City Clerk; and

**WHEREAS,** the applicant has been found to be qualified to be licensed according to all standards established by N.J.S.A. 33;1-1 et seq., and pertinent ordinances of the City of Long Branch; and

**WHEREAS**, the applicant has disclosed and the City, through its representatives, have reviewed the application; and

**WHEREAS**, an investigation was conducted by the Police Department and they have found no reason either criminally or financially as to why this transfer should not take place; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-006-005, in the name of L E Lee, Inc. be and the same is hereby transferred to Lorgin LLC to be effective November 26, 2013.

**MOVED:** Billings
**SECONDED:** Siriani

**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 11-26-13
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 NOV 2013

Kathy L. Schmelz

| | |
|---|---|
| WINDMILL | 200 NEW OCEAN AVENUE |

| | |
|---|---|
| OWNERS: | STEPHEN LEVINE |
| | RENA LEVY |
| STATE LICENSE #: | 1325-33-006-005 |
| STATUS: | ACTIVE |

THIS IS A PERSON TO PERSON TRANSFER DUE TO THE INDIVIDUALS CHANGING THEIR CORPORATION NAME.

THE INDIVIDUALS LISTED REMAIN THE SAME.

R 292-13

# RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: Monmouth Health Care Properties LLC
BLOCK: 159
LOT: 6

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the City Engineer, Gerald J. Freda of Leon S. Avakian, Inc., has recommended the release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

| | |
|---|---|
| Engineering Escrow | $ 519.06 |
| Application Escrow | $ 3,344.87 |
| Performance Cash | $ 50,379.20 |

in the total amount of $54,243.13, plus accrued interest if applicable, to:

Monmouth Care Center
104 Pension Road
Englishtown, NJ 07726

BE IT FURTHER RESOLVED That the Site Plan Bond, No: 1185422, issued by Platte River Insurance Company, dated October 1, 2009, in the amount of $448,152.21, is hereby released.

BE IT FURTHER RESOLVED that the Municipal Clerk forward a certified copy of this resolution, to the above referenced address, as proof of release of this bond.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RUTH 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 11-26-13
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 Nov 2013

Ruth L. Schmelz
MUNICIPAL CLERK

R# 293-13

RESOLUTION
2013 BUDGET APPROPRIATION TRANSFERS

WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year, to expend for any of the purposes specified in the budget an Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Director of Finance has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the budget transfers, attached and made a permanent part of this resolution, are hereby made and approved.

OFFERED: Billings
SECOND: Siriano
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 11-26-13
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 NOV 20 13

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

# Budget Appropriations 2013
# Transfers

| | TRANSFERS 11/26/2013 |
|---|---|
| **Transfers "To"** | |
| a) Operations - within "CAPS" | |
| Department of Public Works | |
| Division of Street Construction and Maintenance | |
| Salaries and Wages | 5,000.00 |
| School Traffic Guards | |
| Salaries and Wages | 3,500.00 |
| Department of Building & Development | |
| Office of the Director | |
| Other Expenses | 28,000.00 |
| Office of the Construction Code Official | |
| Salaries and Wages | 4,500.00 |
| **Total Transfers "To"** | 41,000.00 |
| **Transfers "From"** | |
| Insurance | |
| Employee Group Health | (14,700.00) |
| Division of Fire | |
| Uniform Fire Safety | |
| (Chapter 383, P.L. 1983) | |
| Other Expenses | (3,600.00) |
| Planning Board | |
| Other Expenses | (4,800.00) |
| Zoning Board of Adjustment | |
| Other Expenses | (3,900.00) |
| Department of Building & Development | |
| Office of the Director | |
| Miscellaneous Other Expense (Demolition) | (9,000.00) |
| Office of the Construction Code Official | |
| Other Expenses | (3,200.00) |
| Office of Planning | |
| Other Expenses | (1,800.00) |
| **Total Transfers "From"** | (41,000.00) |

R# 294-13

# A RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT OF RECREATION AND HUMAN SERVICES TO LEASE APPROXIMATELY 1,200 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE

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

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

**WHEREAS,** the Office of Recreation and Human Services of the City of Long Branch has a need for the use of a 1,200 square feet of space which cannot be provided to the Office of Recreation and Human Services in any current City owned property; and

**WHEREAS,** the Greater Long Branch Chamber of Commerce is agreeable to leasing 1,200 square feet on the second floor at 226 Broadway in the City of Long Branch for use by the Office of Recreation and Human Services and pursuant to the lease agreement annexed hereto and made part hereof; and

**WHEREAS,** the monthly rent will be $1,650.00 payable on the first day of each month with the first payment due December 1st, 2013 for a total amount of $19,800.00 per year; and

**WHEREAS,** said lease agreement is in the best interests of the citizens of the City of Long Branch; and

**WHEREAS,** the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #3-01-081-398, in the amount of $19,800.00,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes the agreement with the Greater Long Branch Chamber of Commerce for a 1 year lease of office space for the Office of Recreation and Human Services, **for an amount not to exceed $19,800.00**

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

OFFERED: Billings

SECOND: Sirianni

AYES: 4

NAYES: 0

ABSENT: 0

ABSTAIN: 1-Celli

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-26-13

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 NOV 2013

KATHY L. SCHMELZ, RMC.

# 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:

**AGREEMENT TO LEASE 1,200 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR RECREATION**

Said contract being made as follows:

**GREATER LONG BRANCH CHAMBER OF COMMERCE $19,800.00**

Said funds being available in the form of:

**#3-01-081-398, $19,800.00**

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

11/19/13
Date

# LEASE AGREEMENT

This agreement is made on the 1st day of December, 2013

Between Greater Long Branch Chamber of Commerce

Located at 228 Broadway, City of Long Branch, County of Monmouth and State of New Jersey, herein designated as the "Landlord";

And RECREATION AND HUMAN SERVICES, CITY OF LONG BRANCH

Located at 344 Broadway, City of Long Branch, County of Monmouth and State of New Jersey, herein designated as "Tenant";

Witnesseth that the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises:

The office is located on the first floor of 226 Broadway, Long Branch, N.J. with approximately 1200 square feet of space and some 1000 square feet of storage space in the basement;

for a term of one (1) year, beginning December 1, 2013;

Upon the following Conditions and Covenants:

1. Payable $1.650 per month, $13.20 per square foot and approximately 1,500 square feet, payable on the first day of each month with the first payment due on December 1st, 2013, for a total amount of $19.800 per year. The tenant will also be responsible for electricity and maintenance of the office space.

2. Either party has the right to terminate this Lease on sixty (60) days written notice to the other. The Tenant shall not be responsible for any damages to the Landlord as a result of economic conditions or otherwise, as a result of the Tenant's cancellation of this lease.

3. The uses include the Department of Recreation and Human Resources functions of the City of Long Branch and from, time to time, such other similar office operations as needed by the City of Long Branch.

4. The City of Long Branch shall install phone lines for all communications systems and will insure all equipment owned by the Tenant.

5. Workmen's Compensation will insure all City employees.

6. The Landlord will provide property liability insurance.

7. The Tenant has examined the premises and has entered into this lease without any representations on the part of the Landlord as to the conditions thereof. The Tenant shall

take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs, Including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises In good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.

8. No alterations, additions or Improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus or fixtures, shall be Installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, shall belong to and become the properties of the Landlord and shall be surrendered with the premises as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or Injury.

9. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, In the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively damaged as to require practically a rebuilding thereof then the tenant shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, If the fire or other casualty and damage be the result of the carelessness, negligence or Improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees or subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such Insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make repairs herein and such insurance carriers shall have no recourse against the Landlord for reimbursement.

10. The Tenant agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter Into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

11. This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior In lien to this lease, irrespective of the date of recording or the date the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease or any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the landlord to the option of canceling this lease, and the term hereof Is hereby expressly limited accordingly.

12. Any equipment, fixtures, goods or other property of the tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the landlord shall have the right without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the tenant, and shall not be accountable to the tenant for any part of the proceeds of such sale, if any.

13. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casual loss or because of strike or other labor trouble or for any cause beyond the control of the landlord.

14. The landlord covenants and represents that the landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

15. This lease contains the entire contract between the parties. No representative, agent or employee of the landlord has been authorized to make any representations of promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the landlord and the Tenant.

In Witness Whereof, the parties hereto have hereunder set their hands and seals, or caused these presents to be signed their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered In the presence of or Attested by

GREATER LONG BRANCH CHAMBER OF COMMERCE

By: _____
KATHY SCHMELZ, CLERK

By: Nancy Kilroy 11/19/13
Chamber of Commerce (Date)

Mayor Adam Schneider

By: _____
Tenant (Date)

State of New Jersey, County of Monmouth SS:

Be It Remembered that on November , 2013 before me, the subscriber, personally appeared KATHY SCHMELZ, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that she is the Clerk of the City of Long Branch, the Corporation named in the within instrument: that Adam Schneider Is the Mayor of the City of Long Branch; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the City of Long Branch; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said Instrument Is the proper corporate seal of said Corporation; and that the semi-affixed to said Instrument Is the proper corporate seal and was hereto affixed and said Instrument signed and delivered by said Clerk as and for the voluntary act and deed of said Corporation, in presence of the deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me
the date aforesaid:

_____

R# 296-13

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: Billings

SECONDED: Siriano

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: -- MARYJANE CELLI Abstained from 1st Atlantic Federal Savings ONLY

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 11-26-13

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 NOV 2013

MUNICIPAL CLERK, R.M.C.

## PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of November 26, 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.

| | | | | |
|---|---|---|---|---|
| 279 Broadway Assoc. | Rent for Municipal Court - December 2013 | | 9,237.68 | |
| A T & T | Utilities - Telephone - Bill Dated 11/1/13 - Municipal Court | * | 2.94 | |
| A T & T | Utilities - Telephone - Bill Dated 10/31/13 - Various Locations | * | 1,795.43 | |
| A T & T | Utilities - Telephone - Bill Dated October 2013 - Various Locations | * | 252.54 | |
| Ansell, Grimm & Aaron | Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - October 2013 | * | 29,786.71 | |
| Ansell, Grimm & Aaron | Legal Services Rendered - Retainer - October 2013 | * | 2,500.00 | |
| Apruzzese, McDermott, Mastro & Murphy | Legal Services Rendered - General Labor Matters - October 2013 | | 9,288.06 | Pymt #4 |
| Auto Parts | Misc. Automotive Parts - October 2013 - DPW | | 2,274.82 | |
| B & H Photo | Printer - IT-Administration | | 159.99 | |
| B. Keith Controls, Inc. | Janitorial Supplies for Senior Center - DPW | | 30.96 | |
| Battery Mart | Batteries - IT-Administration | | 111.05 | |
| Bullet Lock & Safe Co. | Key Rings for DPW | | 20.41 | |
| Cablevision Lightpath, Inc. | Monthly Lease of Dark Fiber - November 2013 - IT-Administration | | 1,500.00 | |
| Canon Factory Service Center | Lens Repair on (2) Cameras - Police Dept. | | 546.39 | |
| Carl F. Jennings/Beach Badges Change Fund | Holiday Badge Opening Bank | * | 300.00 | |
| Charles Shirley | Reimbursement for Purchase of Cable & Picture Strips - For Repairs in Detective Bureau - Police Dept. | | 18.02 | |
| Circle Chevrolet | Misc. Parts - PW #112 & PD #59 - DPW | | 320.04 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 470,079.95 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 54,424.43 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 1,029,730.06 | |
| City of Long Branch Payroll Agency Account | DCRP - Employer Match - October 2013 | * | 539.46 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 36,475.77 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 993,254.29 | |
| Coast Hardware Co. | Misc. Hardware - September 2013 - Traffic Dept. | | 11.68 | |
| Comcast | Internet Provider Service - 9/15-11/14/13 - IT-Administration | * | 3,000.00 | |
| Comcast Online | Internet Provider Service - 10/16-11/15/13 - IT-Administration/Police Dept. | * | 268.73 | |
| CWA Local 1038 | Vision/Dental - November 2013 | * | 4,900.00 | |
| Dearborn National Life Insurance Co. | Life Insurance - November 2013 | * | 1,207.91 | |
| Eatontown TV & Appliance Co. | TV & Brackets - For Use in Detective Bureau & Dispatch - Police Dept. | | 3,381.00 | |
| Emily Santos | Veterans' Day Essay Contest Winner - Elementary School - Veterans/Administration | * | 100.00 | |
| Enforsys Fire Systems, Inc. | Annual Maintenance for ESP Software - 12/30/13-12/29/14 - Fire Prevention | | 500.00 | |
| Eric Reisher | Technical Support Services - October 2013 - L.B. Cable Commission | | 175.00 | |
| Estate of Gerald Russomano Jr. | Rent for DPW - December 2013 | | 850.00 | |
| F & C Automotive Supply | Misc. Parts - Sanitation #40 & #90 - DPW | | 659.16 | |
| Federal Cleaning Contractors | Window Cleaning - October 2013 - Recreation Dept. | | 25.00 | |
| Fine Fare | Food & Supplies for Various Events in October & November 2013 - Senior Affairs / Recreation Dept. | | 711.05 | |
| First Atlantic Federal Credit Union | CAM (Real Estate Taxes) - Third Quarter 2013 | * | 1,205.93 | |

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

| | | | | |
|---|---|---|---|---|
| Freehold Ford, Inc. | Misc. Parts - Various Vehicles - DPW / Fire Dept. | | 715.96 | |
| Gagliano Appraisal, LLC. | Professional Services Rendered - Tax Appeals - October 2013 | | 1,575.00 | Pymt #5 |
| Gerald Carroll | Reimbursement for Purchase of (2) Ipad Covers - IT-Administration | | 48.00 | |
| Great America Financial Services | Copier Lease - November 2013 - Various Depts. | * | 1043.57 | |
| Hilsen Pest Control, LLC. | Integrated Pest Control - Various Locations - November 2013 - Health Dept. | | 410.00 | |
| Horizon Blue Cross Blue Shield of New Jersey | Health Benefits - November 2013 | * | 437,855.54 | |
| Horizon Blue Cross Blue Shield of New Jersey | Dental Benefits - November 2013 | * | 13,995.90 | |
| Hunter Jersey Peterbilt | Misc. Parts - Sanitation #90 - DPW | | 212.50 | |
| Immediate Response Technologies, Inc. | Misc. Equipment - OEM | | 1,106.55 | |
| International Assoc. for Identification | 2014 Membership Dues - B. Garrett - Police Dept. | | 70.00 | |
| Jersey Central Power & Light | Utilities - Electric - Bill Dated 8/30-10/30/13 - Various Locations | * | 2,831.02 | |
| Jersey Central Power & Light | Utilities - Electric - (Street Lighting Included) - Bill Dated 7/4-11/4/13 - Various Locations | * | 4,195.61 | |
| Joann Fabrics & Crafts | Supplies for Various Events in November 2013 - Senior Affairs | * | 498.73 | |
| Joseph Fazzio - Wall, LLC. | Misc. Parts for Spreaders - DPW | | 12.68 | |
| Kepwel Water | Monthly Cooler Rental - October 2013 - Administration | | 31.85 | |
| Kim Addonizio | Poetry Reading at Monmouth University Poetry Festival - 11/2/13 - L.B. Arts Council | * | 1,000.00 | |
| Lanigan Associates, Inc. | Flashlights & Holsters - Building Dept. | | 316.00 | |
| Laura McCullough | Poetry Reading at Monmouth University Poetry Festival - 11/2/13 - L.B. Arts Council | * | 400.00 | |
| Law Enforcement Targets, Inc. | Targets - Police Dept. | | 4,041.39 | |
| Lexis Nexis Risk & Information Analytics Group, Inc. | 2013 Accurint License - October 2013 - Police Dept. | | 50.00 | |
| Lisa Gall | Services for Community Connections - October 2013 - L.B. Cable Commission | | 112.50 | |
| LogMeIn, Inc. | Remote Access to Various Police Systems - Police Dept. | | 554.10 | |
| Long Branch Chamber of Commerce | Bronze Sponsorship for 3rd Annual L.B. Chef Challenge - Community Dev. | | 750.00 | |
| Maser Consulting, P.A. | Professional Services Rendered - Zoning Ordinances - October 2013 | | 387.50 | Pymt #13 |
| Michael Broek | Poetry Reading at Monmouth University Poetry Festival - 11/2/13 - L.B. Arts Council | * | 400.00 | |
| Mihaela Moscaliuc | Poetry Reading at Monmouth University Poetry Festival - 11/2/13 - L.B. Arts Council | * | 400.00 | |
| Monmouth County Police Academy | (4) Registrations - SLEO II Training & Ammunition - Police Dept. | | 3,309.16 | |
| Monoprice, Inc. | Various Cables - Police Dept. | | 60.79 | |
| New Jersey American Water Co. | Utilities - Water - (Hydrants Included) - Bill Dated 9/25-10/24/13 - Various Locations | * | 16,568.00 | |
| New Jersey American Water Co. | Utilities - Water - Bill Dated 10/4-11/7/13 - Various Locations | * | 615.35 | |
| New Wave Gear | Tint for Police Vehicle - Police Dept. | | 225.00 | |
| Party Corner | Tables & Chairs for General Election - 11/5/13 - City Clerk's Office | | 223.70 | |
| Perry's Trophy Co. | Medals for Soccer Awards - 11/9/13 - Recreation Dept. | | 307.00 | |
| Prescott Evarts Jr. | Poetry Reading at Monmouth University Poetry Festival - 11/2/13 - L.B. Arts Council | * | 400.00 | |
| Provantage Corp. | Computer Equipment - Various Depts. | | 323.57 | |
| Quality Communications Systems | Misc. Equipment for Fire Chief's New Vehicle - Fire Dept. | | 3,736.80 | |
| Quality Rebuilders | Misc. Parts - Fire #25-2-75 - DPW | | 185.00 | |
| Ray Croft Distributors c/o Lawes Coal Co. | Rakes - DPW | | 122.50 | |
| Rebeca Valdes | Veterans' Day Essay Contest Winner - Middle School - Veterans/Administration | * | 100.00 | |
| Red The Uniform Tailor | Clothing for OEM & Uniforms for D. Gotfredsen & M. Swiger - Police Dept. | | 1,232.42 | |
| Riggins, Inc. | Unleaded Gasoline & Diesel Fuel - October 2013 - DPW | | 33,460.36 | |
| Ron Mitchell | Poetry Reading at Monmouth University Poetry Festival - 11/2/13 - L.B. Arts Council | * | 500.00 | |
| Ruby Liss | Veterans' Day Essay Contest Winner - High School - Veterans/Administration | * | 100.00 | |
| Saker Shoprites, Inc. | Food for Various Events in October 2013 - Senior Affairs | | 393.06 | |
| SBP Industries | Electrical Materials Rental for Clearwater Festival - 9/15/13 - DPW | | 1,912.50 | |

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

| | | | | |
|---|---|---|---|---|
| Siperstein's | Paint/Materials for New Shed at Atlantic Avenue Dump - DPW | | 108.10 | |
| Speedpro NJ Shore | Travel Pouch for Use at Public Education Events - Green Initiatives | * | 64.00 | |
| Stavola Contracting Co. | Incoming Load of Concrete - DPW | | 26.10 | |
| Thompson Design Group, Inc. | Professional Services Rendered - General - October 2013 | | 1,017.03 | Pymt #4 |
| Todd Coleman | Reimbursement for Expenses Incurred - Homicide Investigation - 10/28-10/30/13 - Police Dept. | | 303.63 | |
| Trans Experts, LLC. | Rebuild Transmission - PD #09 - DPW | | 2,000.00 | |
| Trump Taj Mahal Casino & Resort | Reservation - Green Expo - 12/10-12/11/13 - F. Ravaschiere - DPW | * | 79.00 | |
| United Parcel Service | Ground Shipping - Police Dept. | | 12.25 | |
| V & S Landscape Supply | Stone for Ramp at City Hall Building - DPW | | 351.97 | |
| Vantage Point Real Estate | Professional Services Rendered - General Redevelopment - September 2013 | * | 3,255.00 | |
| Verizon | Utilities - Telephone - Bill Dated 11/1 & 11/5/13 - Various Locations | * | 10,988.46 | |
| Verizon Communications | Utilities - Telephone - Bill Dated 10/25/13 - Recreation Dept. | * | 49.99 | |
| Verizon Wireless | Laptop Service - Bill Dated 10/12/13 - Various Depts. | * | 1,237.60 | |
| Verizon Wireless | Cell Phone Service - Bill Dated 10/16/13 - Various Depts. | * | 1,385.43 | |
| Vision Service Plan | Vision - November 2013 | * | 1,181.81 | |
| W.B. Mason Co. | Various Office Supplies - Various Depts. | | 2,711.13 | |
| W.H. Potter & Son, Inc. | Chains for Saws - DPW | | 82.49 | |
| **TOTAL CURRENT** | | | **3,221,288.06** | |
| Cooper Electric Supply Co. | Electrical Materials for Police Dept. Renovations | | 368.48 | |
| Diamond Construction | Firehouse Repairs - November 2013 | | 54,750.00 | Final Pymt |
| Jamm Printing | Printed Color Copies of Submissions for RFP Phase II Oceanfront Pier Ferry Terminal | | 1,520.00 | |
| Siperstein's | Materials for Police Dept. Renovations | | 21.90 | |
| Thor Construction Group, LLC. | Installation of (4) Lamp Posts at Cherry Street Park - Community Dev. | | 2,640.00 | |
| Thor Construction Group, LLC. | Replace & Install Backboards & Rims at Jerry Morgan & Van Court Park - Community Dev. | | 9,748.00 | |
| Vantage Point Real Estate Dev. Mgmt.. | Professional Services Rendered - Pier Feasibility - October 2013 | | 9,617.50 | Pymt #1 |
| **TOTAL CAPITAL** | | | **78,665.88** | |
| Auto Parts | Misc. Automotive Parts - October 2013 - Animal Control | | 206.00 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 5,995.66 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 7068.3 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 503.99 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 6,564.31 | |
| Dearborn National Life Insurance Co. | Life Insurance - November 2013 | * | 2.94 | |
| Horizon Blue Cross Blue Shield of New Jersey | Health Benefits - November 2013 | * | 5,655.82 | |
| Horizon Blue Cross Blue Shield of New Jersey | Dental Benefits - November 2013 | * | 187.15 | |
| Intelligent Products, Inc. | Mutt Mitts - Health Dept. | | 803.10 | |
| Long Branch Animal Hospital | Veterinary Services - October 2013 | | 484.50 | Pymt #10 |
| Lou's Uniforms | Jacket for Animal Control Officer M. LoGrasso - Health Dept. | | 89.00 | |

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

| | | | | |
|---|---|---|---|---|
| Monmouth County SPCA | Animal Shelter Services - October 2013 | | 3,690.00 | Pymt #8 |
| NJ Dept. of Health & Senior Services | Dog Report - October 2013 | * | 53.40 | |
| Verizon Wireless | Cell Phone Service - Bill Dated 10/16/13 - Animal Control | * | 115.56 | |
| Vision Service Plan | Vision - November 2013 | * | 34.19 | |
| **TOTAL DOG** | | | **31,453.92** | |
| Bullet Lock & Safe Co. | Keys - CD #94 - Community Dev. | | 56.00 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 4,663.61 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 6,240.47 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 448.85 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 5,791.62 | |
| Dearborn National Life Insurance Co. | Life Insurance - November 2013 | * | 9.80 | |
| Great America Financial Services | Copier Lease - November 2013 - Community Dev. | * | 112.62 | |
| Horizon Blue Cross Blue Shield of New Jersey | Health Benefits - November 2013 | * | 4,358.05 | |
| Horizon Blue Cross Blue Shield of New Jersey | Dental Benefits - November 2013 | * | 155.40 | |
| Long Branch Chamber of Commerce | Bronze Sponsorship for 3rd Annual Long Branch Chef Challenge - Community Dev. | | 250.00 | |
| Long Branch Chamber of Commerce | Rent for Community Dev. - December 2013 | | 1,650.00 | |
| National Pen Co. | Various Promotional Items for League of Municipalities - Community Dev. | | 2,108.80 | |
| Perry's Trophy Co. | Renderings of Pier Village for Display at League of Municipalities - Community Dev. | | 220.00 | |
| Service Lighting & Electrical Supplies/1000 Bulbs.com | Bulbs - For Upgrading Holiday Lighting - Community Dev. | | 3,677.07 | |
| Skip's Sports | Basketball Uniforms & Equipment for Youth Recreation Program - Community Dev. | | 3,030.00 | |
| Vision Service Plan | Vision - November 2013 | * | 27.74 | |
| W.W. Grainger, Inc. | Misc. Items to Upgrade & Secure Lights & Decorations Around the City - Community Dev. | | 412.58 | |
| Zeybrah, Inc. | Performance in Oceans of Rhythm Festival - 8/25/13 - Community Dev. | | 1,200.00 | |
| **TOTAL HUD** | | | **34,412.61** | |
| A T & T | Utilities - Telephone - Bill Dated October 2013 - UEZ | * | 122.11 | |
| Ansell, Grimm & Aaron | Legal Services Rendered - Beachfront North II - October 2013 | * | 902.00 | |
| Brickmans & Pines Management | Tax Sale Premium | * | 900.00 | |
| Bulwark Systems, LLC. | Tax Sale Premium | * | 3,400.00 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 26,009.90 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 20,909.45 | |
| City of Long Branch Clearing Account | Reimburse Clearing Account | * | 26,464.65 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 496.48 | |
| City of Long Branch Payroll Agency Account | Payroll Dated 11/08/13 | * | 25,968.17 | |
| Dearborn National Life Insurance Co. | Life Insurance - November 2013 | * | 0.98 | |
| FNA Jersey BOI, LLC. | Tax Sale Premium | * | 1,000.00 | |
| Garden State Tax Lien Stearns | Tax Sale Premium | * | 1,000.00 | |
| Horizon Blue Cross Blue Shield of New Jersey | Health Benefits - November 2013 | * | 2,317.35 | |

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

| | | | |
|---|---|---|---|
| Horizon Blue Cross Blue Shield of New Jersey | Dental Benefits - November 2013 | * | 77.70 |
| Inna & Jack Gelin | Tax Sale Premium | * | 8,200.00 |
| Inna & Jack Gelin | Tax Sale Premium | * | 6,500.00 |
| Inna & Jack Gelin | Tax Sale Premium | * | 1,200.00 |
| JNH Funding Corp. | Tax Sale Premium | * | 1,500.00 |
| JNH Funding Corp. | Tax Sale Premium | * | 3,600.00 |
| Terri L. Turner | Special DWI Session - 7/19/11 - Municipal Court | * | 250.00 |
| US Bank Cust For BV001 Trust | Tax Sale Premium | * | 8,900.00 |
| US Bank Cust For BV001 Trust | Tax Sale Premium | * | 8,200.00 |
| US Bank Cust For Tower DBW | Tax Sale Premium | * | 2,100.00 |
| US Bank Cust Pro Cap III, LLC. | Tax Sale Premium | * | 900.00 |
| Verizon | Utilities - Telephone - Bill Dated 11/1 & 11/5/13 - UEZ | * | 481.85 |
| Vision Service Plan | Vision - November 2013 | * | 13.87 |
| **TOTAL TRUST OTHER** | | | **33,645.72** |

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 297-13

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

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

**WHEREAS**, the taxes on the certain property for the years indicated are overpaid and,

**WHEREAS**, in some of the cases a stipulation having been filed with the judgment indicating that relief from the same be made by way of credit to the taxpayer's account and,

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

**NOW THEREFORE BE IT RESOLVED** that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown on the attached sheet charging taxes for the years indicated in the amount of $16,539.22.

| BLOCK | LOT | NAME | YEAR | AMOUNT |
|---|---|---|---|---|
| **1** | 5 | City of Long Branch<br>Account of: Ashkenazie, Melanie | 2013 | 11,019.94 |
| **281** | 10 | Michael A. Vespasiano, Attorney Trust for<br>200 Broadway, LLC<br>331 Main Street<br>Chatham, NJ 07928 | 2012<br>2011 | 3,044.29<br>2,474.99 |

OFFERED: Billings

SECOND: Siviano

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 11-26-13

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 Nov 20 13

Kathy L. Schmelz
MUNICIPAL CLERK, N.J.C.

R# 198-13

**RESOLUTION TO REFUND OVERPAYMENT**
**OF TAXES DUE TO A**
**MONMOUTH COUNTY TAX BOARD**
**JUDGMENT**

**WHEREAS**, the City of Long Branch has received from the Monmouth County Tax Board judgments reducing the assessments on certain properties for the years indicated and,

**WHEREAS**, the taxes on these certain properties for the years indicated are overpaid and,

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

**NOW THEREFORE BE IT RESOLVED** that the Finance Department is hereby authorized to issue individual check(s) to the taxpayer(s) shown below and charge 2013 taxes in the total amount of $2,451.60.

| BLOCK | LOT | HOMEOWNER | YEAR | AMOUNT |
|---|---|---|---|---|
| 87 | 4.1004 | Michael I. Schneck, Trustee for Schulder, Esther<br>301 South Livingston Avenue, Suite 105<br>Livingston, NJ 07039 | 2013 | 2,451.60 |

OFFERED: Billings
SECOND: Sirianni
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 11-26-13
IN WITNESS WHEREOF, I HAVE HERESUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF NOV 20 13

Kathy L. Schmelz
MUNICIPAL CLERK

R# 299-13

**RESOLUTION TO REFUND**
**OVERPAYMENT OF**
**2013 TAXES**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2013 taxes and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2013 taxes in the total amount of $10,842.56.

OFFERED: Billings
SECOND: Sirianni
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 11-26-13
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 Nov 2013.
Kathy L. Schmelz

| BLOCK | LOT | OWNER | AMOUNT |
|---|---|---|---|
| 468 | 20.01 | LandSafe Title<br>Account of: Paul Ziajski<br>1831 Chestnut Avenue, 6th Floor<br>St. Louis, MO 63103 | 1,751.58 |
| 87 | 1.1707 | Linda Falack<br>c/o Cookies Dept. Stores<br>510 Fulton Street<br>Brooklyn, NY 11201 | 3,037.36 |
| 100 | 25 | Jon & Carol Arcomano<br>344 Hollywood Avenue<br>Long Branch, NJ 07740 | 2,396.06 |
| 220 | 2 | CoreLogic<br>Account of: Pugliese, Giuseppina & Michelina<br>Attn: Refund Dept.<br>PO Box 961250<br>Fort Worth, TX 76161-9858 | 1,315.27 |
| 301.01 | 1.403 | CoreLogic<br>Account of: Kang, Kyung Min & Maria<br>Attn: Refund Dept.<br>PO Box 961250<br>Fort Worth, TX 76161-9858 | 2,132.41 |
| 368 | 6 | Wells Fargo Home Mortgage<br>Account of: Jensen, James<br>1 Home Campus<br>MACX 2302-04D<br>Des Moines, IA 50328 | 209.88 |