WORKSHOP SESSION

CITY COUNCIL

JANUARY 23, 2007

6:00 P.M.

1. ENGINEERING STATUS REPORT/DECEMBER 2006/RICK BROWN

2. REVIEW OF REGULAR AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

JANUARY 23, 2007

ROLL CALL:

DR. MARY JANE CELLI, COUNCILWOMAN
ANTHONY GIORDANO, COUNCILMAN
BRIAN UNGER, COUNCILMAN
DAVID G. BROWN, COUNCIL VICE-PRESIDENT
MICHAEL DESTEFANO, COUNCIL PRESIDENT

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

I HEREBY CERTIFY THAT THIS MEETING HAS BEEN PUBLISHED IN THE NEWSPAPER IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT AND POSTED AS REQUIRED BY LAW.

Irene A. Joline, RMC
City Clerk

READING AND APPROVAL OF PREVIOUS MINUTES

JANUARY 9, 2007

CONSIDERATION OF ORDINANCES:
PUBLIC HEARING AND FINAL CONSIDERATION

#1-07 CALENDAR YEAR 2007 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS TO ESTABLISH CAP BANK (N.J.S.A. 40A: 4-45.14) **(INTRODUCED: JANUARY 9, 2007)**

ORDINANCES FOR INTRODUCTION: (PUBLIC HEARING SCHEDULED FOR FEBRUARY 13, 2007)

#2-07 ORDINANCE OF THE CITY OF LONG BRANCH IN MONMOUTH COUNTY, STATE OF NEW JERSEY, AMENDING CHAPTER 45 ENTITLED "FIRE DEPARTMENT" OF THE CITY OF LONG BRANCH GENERAL ORDINANCES

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

PUBLIC PARTICIPATION (ALL COMMENTS)

RESOLUTIONS

R10-07 RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY-OWNED PARCELS TO BROADWAY ARTS CENTER, LLC PURSUANT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND BROADWAY ARTS CENTER, LLC

R11-07 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A LEASE AGREEMENT WITH HARLEY DAVIDSON OF LONG BRANCH

R12-07 RESOLUTION AUTHORIZING THE TAX ASSESSOR TO FILE APPEALS AND EXECUTE STIPULATION OF SETTLEMENT ON BEHALF OF THE CITY OF LONG BRANCH FOR THE YEAR 2007

R13-07 RESOLUTION AMENDING RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DISCHARGE OF MORTGAGE FOR 43 N. SEVENTH AVENUE OWNED BY DOMINICK F. SPARANDEO

R14-07 RESOLUTION AUTHORIZING FINANCE TO ISSUE A CHECK TO THE LEGALIZED GAMES OF CHANCE CONTROL COMMISSION

R15-07 RESOLUTION RE-APPOINTING MILFORD THORNTON TO THE LONG BRANCH SEWERAGE AUTHORITY

R16-07 RESOLUTION 2007 EMERGENCY TEMPORARY APPROPRIATIONS

R17-07 RESOLUTION 2006 BUDGET APPROPRIATION RESERVE TRANSFERS

R18-07 RESOLUTION AUTHORIZING APPOINTMENT OF CITY AUDITOR

R19-07 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

R20-07 RESOLUTION TO ADOPT THE URBAN ENTERPRISE ZONE ADMINISTRATIVE BUDGET FOR THE FISCAL YEAR 2007/2008 PROGRAM

R21-07 RESOLUTION TO ADOPT THE URBAN ENTERPRISE ZONE PROGRAM TO MARKET BUSINESS DEVELOPMENT FOR THE BROADWAY CORRIDOR AND OTHER URBAN ENTERPRISE ZONES IN THE CITY OF LONG BRANCH

R22-07 RESOLUTION AUTHORIZING ANNUAL CONTRACTS FOR VETERINARY SERVICES

R23-07 RESOLUTION APPROVAL PAYMENT OF BILLS

APPLICATIONS

1. APPROVAL OF RAFFLE LICENSE FOR PTO ILAN HIGH SCHOOL
2. APPROVAL OF RAFFLE LICENSE FOR EDUCATION FOUNDATION OF LITTLE SILVER
3. APPROVAL OF RAFFLE LICENSE FOR UNITED WAY OF MONMOUTH COUNTY

REDEVELOPMENT AGENCY:

UPDATE / MR. AARON (TENTATIVE)

ADJOURNMENT:

#1-07

CALENDAR YEAR 2007
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the City Council of the City of Long Branch in the County of Monmouth finds it advisable and necessary to increase its CY 2006 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council hereby determines that a 3.5% increase in the budget for said year, amounting to $261,121.65 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the City Council of the City of Long Branch hereby determines that any amount authorized hereinabove, which is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Long Branch, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2007 budget year, the final appropriations of the City of Long Branch shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to $913,925.78, and that the CY 2007 municipal budget for the City of Long Branch be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ORDINANCE # 2-07

An Ordinance of City of Long Branch in Monmouth County, State of New Jersey,
Amending Chapter 45 entitled "Fire Department"
of the City of Long Branch General Ordinances

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

1. Chapter 45 entitled "Fire Department" of the City of Long Branch General Ordinances is hereby amended as follows:

Chapter 45, FIRE DEPARTMENT

§45-2. Election of Officers.

A. Certified List of Members. [No change]
B. Nomination of Candidates.

(1) Each respective company wishing to place a candidate in the field for Second Assistant Chief shall nominate and certify a candidate by September 15 of each year and submit the name of that person to the City Clerk. Each person nominated for Second Assistant Chief must meet the requirements set forth in §45-3C(2) and, on or before September 15, have all of the necessary certifications as required.

(2) [No change]

C. Elections. [No change]

D. Election Board. [No change]

RESOLUTION NO. 10-07

RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY-OWNED PARCELS TO BROADWAY ARTS CENTER, L.L.C. PURSUANT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND BROADWAY ARTS CENTER, L.L.C.

WHEREAS, by Ordinance 15-96 adopted on May 16, 1996, the City of Long Branch ("City") approved the Oceanfront-Broadway Redevelopment Plan, which has since been amended and supplemented ("Redevelopment Plan"), and the Redevelopment Plan provides for the redevelopment of Block 283 (Lots 1 through 21), Block 284 (Lots 1, 2, 3, 4.01, 4.02, 5, 6 and 7), Block 274 (Lot 1), Block 275 (Lot 1), Block 282 (Lots 1.01 and 1.02), Block 282.01 (Lot 1) and Block 311 (Lots 1 through 29) ("Redevelopment Area"); and

WHEREAS, by resolution adopted on June 28, 2005, the City designated Broadway Arts Center, L.L.C. ("Broadway Arts Center") as the redeveloper of the Redevelopment Area and approved the Redevelopment Agreement between the City and Broadway Arts Center ("Redevelopment Agreement"); and

WHEREAS, the City has determined, pursuant to N.J.S.A. 40A:12A-4, that the City will exercise the powers granted to it to exercise all powers, duties and functions relating to redevelopment in the manner of a redevelopment entity under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., which powers include contracting with redevelopers for the planning, replanning, construction, or undertaking of any project or redevelopment work under N.J.S.A. 40A:12A-8.f and conveying property to the redeveloper in conjunction with the redevelopment plan under N.J.S.A. 40A:12A-8.g; and

WHEREAS, the Redevelopment Agreement provides that Broadway Arts Center will be required to purchase certain properties owned by the City in the City of Long Branch, County of Monmouth, New Jersey, designated on the Official Tax Maps of the City as Block 282.01, Lot 1, Block 283 Lots 1, 7, 12, and 21, Block 284, Lot 7, and Block 311, Lots 4 (Block 311, Lot 11 has subsequently become a property owned by the City and is now to be included in the list of City Owned Properties to be redeveloped by Redeveloper) ("City-Owned Parcels"); and the Redevelopment Agreement requires that the Redeveloper pay the City fair market value for the properties and that the Redeveloper is required to take title within 90 days after it is granted the Redevelopment Project Approvals; and

WHEREAS, in furtherance of the Redevelopment Plan and the development of the Redevelopment Area, in view of the significant progress that has been made by Broadway Arts Center, working with the City's architecture and planning professionals, to prepare specific plans for implementation of the Redevelopment Plan and Design Guidelines, and to continue the progress that is being made on the Project, the City has determined that it is in the best interests of the City to modify the terms of the Redevelopment Agreement to provide for the conveyance of the above

listed City-Owned Parcels to Broadway Arts Center as soon as the fair market value of the properties have been determined based on the provisions of the Redevelopment Agreement and the existing agreement between the City and Hugh McGuire; and

WHEREAS, the City finds that the form of Mortgage attached to the Redevelopment Agreement should be modified to provide that the sale of the City-Owned Parcels should be made based on terms and conditions set forth in the form of Mortgage incorporated by reference herein and on file with the City Clerk; and

NOW, THEREFORE, BY THIS RESOLUTION, the Mayor and City Council of the City of Long Branch hereby take the following actions:

1. The conveyance of the City-Owned Parcels to Broadway Arts Center is hereby authorized to be made at the present time, subject to the satisfaction of the terms and condition set forth herein, including the form of Mortgage incorporated by reference, and in the Redevelopment Agreement, including a determination of the fair market value of the properties.

2. . The Mayor, or such other official as is empower to execute documents on behalf of the City, is hereby authorized to execute, on behalf of the City of Long Branch, a Deed and such other documents as are appropriate to effectuate the purposes of this Resolution, and to convey the City-Owned Parcels and, consistent with the Redevelopment Agreement, to accept a Note substantially in the form attached thereto, and a Mortgage substantially in the form incorporated herein by reference.

MOVED:
SECONDED:
AYES:
NAYES:
ABSENT:
ABSTAIN:

I, Irene A. Joline, RMC, City Clerk do hereby certify that the above resolution was adopted by the City Council of the City of Long Branch at a meeting held on _____.

_____
Irene A. Joline, RMC, City Clerk

Dated:_____

THIS MORTGAGE AND SECURITY AGREEMENT, made the ____ day of _____, 2007,

BETWEEN

BROADWAY ARTS CENTER, L.L.C., a New Jersey limited liability company with an address at c/o Siperstein's, 128 Broadway, Long Branch, New Jersey 07740 , hereinafter called

MORTGAGOR;

AND

CITY OF LONG BRANCH, a political subdivision of the State of New Jersey, with offices at 344 Broadway, Long Branch, New Jersey 07740, hereinafter called

MORTGAGEE.

WHEREAS, Mortgagee is a political subdivision of the State of New Jersey; and

WHEREAS, Mortgagor is the owner and redeveloper of property located in the City of Long Branch and commonly known as the Paramount Arts & Entertainment District within the Oceanfront-Broadway Redevelopment Area, and designated as Block 283 (Lots 1 through 21), Block 284 (Lots 1, 2, 3, 4.01, 4.02, 5; 6 and 7), Block 274 (Lot 1), Block 275 (Lot 1), Block 282 (Lots 1.01 and 1.02), Block 282.01 (Lot 1) and Block 311 (Lots 1 through 29) on the tax map of the City of Long Branch (the "Property"); and

WHEREAS, by resolution adopted on June 28, 2005 the City designated Mortgagor as the Redeveloper of the Property; and

WHEREAS, Mortgagor and Mortgagee have entered into that certain Redevelopment Agreement dated June 28, 2005 (the "Agreement"); and

WHEREAS, Mortgagor is redeveloping the Property in accordance with the Agreement (collectively, the "Development"); and

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of _____ ($_____) Dollars and interest thereon in lawful money of the United States of America, as evidenced by a certain Secured Promissory Note, bearing even date hereof, given by Mortgagor to Mortgagee (the note together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "Note"), payable to the Mortgagee at its office aforesaid, or at such other place as the holder thereof may designate, in writing, said principal sum and interest being payable as set forth therein, being due and payable in accordance with the terms and conditions of such Note and said Note is hereby incorporated herein to the same extent as if such terms, covenants and conditions were incorporated herein at length.

NOW, THEREFORE, Mortgagor, to secure the payment of the amount set forth in the Note, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, and for and in consideration of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto Mortgagee, its successors and assigns forever:

All that tract or parcel of land and premises situate, lying and being in the City of Long Branch, in the County of Monmouth and State of New Jersey, more particularly described as follows:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all and singular the tenements, hereditaments, rights of way, easements and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or

reversions, remainder and remainders, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor of, in and to the same and every part and parcel thereof, with the appurtenances, and also the buildings, structures and improvements now and hereafter constructed thereon, and the fixtures, machinery, appliances and equipment now and hereafter installed therein owned by Mortgagor and necessary for or adapted to the appropriate use and enjoyment thereof, and further including but not limited to all equipment, machinery, apparatus, fittings, building materials and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in the mortgaged premises herein referred to or any part thereof and used or usable in connection with any present or future operation of said mortgaged premises and now owned or hereafter acquired by Mortgagor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerating, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts installed or to be installed or used or usable in the operation of the mortgaged premises and appurtenant facilities erected or to be erected thereon. All earnings, revenues, rents, issues, profits and other income of and from the herein described mortgaged premises and collateral, together with:

(a) All assignable governmental permits, licenses, approvals, registrations, certificates and applications pertaining to the mortgaged premises, whether now existing, presently pending, or hereafter issued, and any renewals or extensions thereof; and

(b) All management, maintenance, service and repair contracts, warranties and guaranties relating to the mortgaged premises or any portion thereof; and

(c) All contracts for architectural and engineering services, construction contracts, subcontracts, contracts for materials and supplies, surveys, plans and specifications to or respecting the mortgaged premises or mortgaged premises; and

(d) All contracts for utilities and utility allocations for the mortgaged premises; and

(e) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the mortgaged premises or the improvements thereon or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged premises or the improvements thereon or any part thereof or interest therein, including any award for changed grade of streets; and

(f) All insurance proceeds, awards, payments or settlements, including interest thereon, which may be made or paid in respect of or on any part of the mortgaged premises or any improvements thereon as a result of damage to or destruction of all or any part of the mortgaged premises or the improvements located thereon; and

(g) All products and proceeds of any of the foregoing.

The security interest does not include fixtures, furnishings, appliances, trade fixtures and other personal property owned by tenants of the Mortgagor and installed for the purpose of their tenancy and with the right of removal by the tenant at the expiration of the lease.

All of foregoing it is hereby covenanted shall be deemed to be real property; TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, buildings, fixtures, machinery, appliances, equipment and improvements, unto Mortgagee, its successors and assigns, to its and their own proper use, benefit and behoof forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if Mortgagor shall pay unto Mortgagee, its successors or assigns, the said sum of money set forth in the Note, and all additions thereto pursuant to the provisions of the Note or of this Mortgage, without any deduction or credit for any amount payable for taxes, in accordance with the terms of the Note and this Mortgage then these presents and the estate hereby created shall cease, determine and be void.

Mortgagor covenants and agrees with Mortgagee as follows:

1. PAYMENT OF SUMS SECURED. Mortgagor shall pay promptly to Mortgagee all amounts owing on the Note, and all other payments provided for therein, including all other amounts secured hereby from time to time expended by Mortgagee, without any deduction or credit for any amount paid for taxes assessed or to be assessed upon the mortgaged premises, and shall keep and perform every other term, provision, covenant and agreement of the Note and this Mortgage, all of which obligations of the Mortgagor are secured hereby.

2. INSURANCE. With respect to insurance:

A. Mortgagor shall keep in effect upon the mortgaged premises insurance against loss or damage by fire and such other hazards, by such insurers, in such amounts, of such types and containing such provisions as Mortgagee may reasonably agree to, including, but not limited to, fire insurance extended coverage and standard mortgagee and replacement cost endorsements, and vandalism or malicious mischief insurance. At any time when a First

Mortgage, as defined in Paragraph 15 of this Mortgage, is in effect, insurance satisfying requirements of the First Mortgagee shall, satisfy the foregoing requirements, provided that Mortgagee is named as Mortgagee (but with its rights to payment subordinated to the rights of First Mortgagee), as its interest may appear.

B. If at any time during the term of this Mortgage and any extensions or, renewals of the same, the land of the mortgaged premises is designated a "flood prone" area pursuant to the Flood Disaster Protection Act of 1973 (U.S.C.) or any amendments or supplements thereto, Mortgagor shall obtain flood insurance in such total reasonable amount as Mortgagee may reasonably from time to time require and shall otherwise comply with the National Flood Insurance Program as set forth in the said Flood Disaster Protection Act of 1973, as the same may, from time to time be amended.

C. Mortgagor shall pay the premiums on said policies as they become payable, and shall deliver to Mortgagee original certificates of insurance with respect thereto, with standard mortgagee clauses in favor of Mortgagee attached, together with paid receipts therefor. Mortgagor shall maintain said required policies in Mortgagor's possession, and available for inspection by Mortgagee, its agents or insurers, and said requirement may be withdrawn by Mortgagee at any time.

D. All renewal policies (or certificates of insurance with respect thereto) shall be delivered, by Mortgagor, premiums paid, together with paid receipts therefor, to Mortgagee at least thirty(30)'days before the expiration of the expiring policies. Mortgagor shall endeavor to obtain an agreement from the insurance company in the policy to provide Mortgagee with thirty (30) days prior written notice before any termination or cancellation becomes effective as to

Mortgagee. If Mortgagee becomes the owner of the mortgaged premises or any part thereof by foreclosure or otherwise, such policies shall become the absolute property of Mortgagee.

E. In the event that Mortgagor shall for any reason fail to keep the mortgaged premises so insured or fail to deliver the policies (or certificates of insurance to the Mortgagee, or fail to pay the premiums thereon, and such failure continues for twenty (20) days after written notice (provided that in the event the mortgaged premises are not insured, no prior notice shall be required and that if the insurance will lapse if payment is not made, then such shorter notice may be provided as is reasonable under the circumstances) the Mortgagee, if it so elects, may have such insurance written solely protecting its own interest in the mortgaged premises (but shall name Mortgagor as an additional insured if there will be no additional cost for so doing) and pay the premiums thereon, and any premiums so paid shall be secured by this Mortgage and repaid by the Mortgagor within ten (10) days after payment by Mortgagee, with interest at an annual rate which is equal to the lesser of eight (8%) percent or the maximum rate of interest permitted to be charged under applicable law (hereinafter called the "Default Interest Rate") on such premium amount from the date of payment thereof, may be and, shall become due at the election of the Mortgagee upon demand, anything herein to the contrary notwithstanding.

F. Subject to the rights of the holder of the First Mortgage, if any, Mortgagee, shall be entitled to receive all insurance proceeds, and to apply such proceeds against the indebtedness secured hereby; provided that so long as (i) no event has occurred which with the giving of notice or the passage of time, or both, could become an Event of Default, and (ii) the First Mortgagee has consented in writing, Mortgagee shall make such proceeds available to reimburse Mortgagor for the cost of replacement or repair of the mortgaged premises pursuant to reasonable construction advance procedures as the replacement or repair is constructed.

G. All insurance companies providing insurance policies in satisfaction of Mortgagor's obligations hereunder shall be reasonably acceptable to Mortgagee; provided that any insurance companies acceptable to any First Mortgagee shall satisfy the foregoing requirement.

3. WASTE, MAINTENANCE, COMPLIANCE, INSPECTION, AND RESERVES. Mortgagor shall not commit, permit or suffer any waste, impairment or deterioration of the mortgaged premises (provided that any waste, including, but not limited to, demolition, by Mortgagor in furtherance of the redevelopment of the mortgaged premises pursuant to the Agreement shall not be deemed waste, impairment or deterioration); and shall comply with any present or future municipal, city, county, state, federal or other governmental law, order, rule, ordinance or regulation affecting the mortgaged premises. Mortgagee shall have the right, but not the duty, to enter upon the mortgaged premises at any reasonable hour upon reasonable advance notice to Mortgagor to inspect the order, condition and repair thereof.

If the mortgaged premises or any part thereof is damaged by fire or any other cause, Mortgagor will give immediate written notice of the same to Mortgagee.

4. TAXES AND OTHER CHARGES. Mortgagor shall pay when due all real estate taxes, water and sewer rents, fines, impositions, and other similar claims and liens assessed, or which may be assessed, against the mortgaged premises or any part thereof, and will not claim any credit on or make any deduction from the interest or principal hereby secured by reason thereof, and, upon request by Mortgagee, Mortgagor shall produce to Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, fine, imposition, lien or encumbrance which may at any time be or become a lien upon the mortgaged premises prior to, or on a parity with, the lien of this Mortgage. In addition to the foregoing Mortgagor will pay or

cause to be paid, when due, and will not suffer to remain outstanding, any charges for utilities, whether public or private, with respect to the mortgaged premises.

In the event that Mortgagor fails to make any payment required under this Paragraph 4 within ten (10) days of the date when due, and such failure remains uncured for ten (10) days after written notice, then the Mortgagee, if it so elects, may make the payment then due and payable, and the payment so made shall be secured by this Mortgage and bear interest at the Default Interest Rate.

5. FUTURE IMPOSITIONS. If at any time the United States Government or any department, agency or bureau thereof shall require internal revenue stamps on the Note secured hereby, upon demand Mortgagor shall pay the same (provided that Mortgagor shall not be required to pay any income or profit tax on Mortgagee); and on default of such payment within twenty (20) days after demand for same, Mortgagee may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the Note and secured by this Mortgage, and said additional principal shall bear interest at the Default Interest Rate.

6. SECURITY AGREEMENT ADDITIONAL SECURITY. This Mortgage creates a security interest in all fixtures and personal property owned by Mortgagor and included in the mortgaged premises and in all replacements, substitutions and future additions thereto and constitutes a security agreement under the New Jersey Uniform Commercial Code. Mortgagor shall execute, file and refile such financing statements or other security agreements as Mortgagee shall require from time to time with respect to property included in the mortgaged premises, so long as they reflect an interest subordinate to that of any First Mortgage. Mortgagor hereby authorizes Mortgagee to file such financing statement or statements pursuant to the said Uniform Commercial Code, without the signature of Mortgagor, as Mortgagee may deem necessary to

perfect such interest or right in its favor, so long as they reflect an interest subordinate to that of any First Mortgagee.

7. LEASES. Mortgagor shall not enter into any lease with a Related Party without the prior written consent of Mortgagee (which shall not, be unreasonably withheld, conditioned or delayed). As used herein, a "Related Party" shall mean and refer to a person or entity being (i) the Mortgagor, (ii) any person or entity who is a partner, member or shareholder in Mortgagor, or otherwise has a beneficial interest in Mortgagor, or who is a partner, member, or shareholder or otherwise has a beneficial interest in any entity which is a partner, member or shareholder in Mortgagor or who otherwise has a beneficial interest in Mortgagor (other than, in each instance, a nominal interest), (iii) any family member of any such person; (iv) any entity in which Mortgagor is a partner, member or shareholder or otherwise has a beneficial interest (other than a nominal interest) or (v) any entity owned or controlled by any such family member or members.

Mortgagor authorizes Mortgagee at its option to partially foreclose or foreclose this Mortgage subject to the rights of any tenants of the mortgaged premises, and the failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the indebtedness secured hereby.

Mortgagee agrees that it shall enter into a subordination, non-disturbance and attornment agreement with any party (that is not a Related Party, unless the Mortgagee has provided consent pursuant to Paragraph 7) which enters into a bona fide arms length lease or sublease with Mortgagor or any master lessee with respect to part of the mortgaged premises, in form reasonably satisfactory to Mortgagee.

8. RIGHT TO REMEDY DEFECTS. If Mortgagor does not pay any amount payable by it under the Note, or fails to comply with any provision of this Mortgage, or the Note which it secures, and such failure continues beyond the notice and cure periods provided in Paragraph 12 hereof, Mortgagee may pay such amount or comply with such provision and make such reasonable expenditures, including reasonable counsel fees, in connection therewith and with enforcing this Mortgage and the Note, for repairing, maintaining and preserving the mortgaged premises, for establishing, preserving, protecting and restoring the priority of the lien hereof, for obtaining official tax searches of the mortgaged premises, for protecting and preserving any use being made of the mortgaged premises now or hereafter, and for advances to any trustee or receiver of the mortgaged premises, as Mortgagee deems advisable; each amount so paid or expended, with interest at the Default Interest Rate, shall become part of the indebtedness and be secured hereby (even though the aggregate amount thereof and advances made to Mortgagor is in excess of the face amount of this Mortgage) and Mortgagor shall pay to Mortgagee, on demand, the amount of each payment or expenditure, with interest at the Default Interest Rate, but no such payment or compliance by Mortgagee shall constitute a waiver of Mortgagor's failure so to do or affect any right or remedy of Mortgagee with respect thereto.

9. CONDEMNATION. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking of the mortgaged premises by the exercise of the power of eminent domain or purchase under threat thereof, of the whole or any part of the mortgaged premises, or any easement or interest therein, shall promptly notify the Mortgagee of the pendency of such proceedings. Subject and subordinate to the rights of the holder of a First Mortgage, if any, any award or compensation for property taken, or for damage to property not taken, is hereby assigned to and shall be received and collected by the Mortgagee,

and applied, at the option of the Mortgagee in such proportions and priority as Mortgagee may elect toward immediate payment of the principal indebtedness or any other sum secured hereby (notwithstanding that the amount owing thereon may not then be due and payable), or to reimburse the Mortgagor for the cost of the repair and restoration of the mortgaged premises; provided that the excess over the amount of the indebtedness shall be paid to the Mortgagor; and provided further that in the event (i) no event has occurred which with the giving of notice or the passage of time, or both, could become an Event of Default and (ii) the First Mortgagee has consented in writing, Mortgagee agrees to make such proceeds available for repair and reconstruction of the mortgaged premises pursuant to reasonable construction advance procedures as the repair or restoration is constructed.

Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the mortgaged premises, any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinabove set forth shall be deemed to take effect only on the date of the award or payment has been actually received by Mortgagee.

10. RESTRICTIVE COVENANTS. Mortgagor shall not create a mortgage on the mortgaged premises or any part thereof, other than the First Mortgage, as defined in Paragraph 15 hereof.

11. ENVIRONMENTAL REPRESENTATIONS, COVENANTS AND WARRANTIES. Mortgagor represents, covenants, and warrants to Mortgagee as follows:

A. Mortgagor shall provide copies of any summons, citation, directive, letter or other communication which it has received from the United States Environmental Protection Agency, the New Jersey Department of Environmental Protection or any other governmental

authority concerning any intentional or unintentional violation or alleged violation of any environmental law, rule or regulation respecting the mortgaged premises, including but not limited to any violation or alleged violation under the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. ("Spill Act") and the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA"). Mortgagor shall promptly notify and furnish Mortgagee with a copy of any and all such communications which it receives in the future.

B. Mortgagor shall not cause or suffer or permit to exist any releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of Hazardous Substances on, into or from the mortgaged premises, unless done in full compliance with the conditions of a valid permit issued by the appropriate federal and/or state governmental authority and otherwise in accordance with applicable law.

C. In the event a lien shall be filed against the mortgaged premises pursuant to the Spill Act, and notwithstanding and without regard to any other provision herein contained with respect to notice in the event of a default, Mortgagor shall, within sixty (60) days from the date that Mortgagor is given notice that the lien has been placed against the mortgaged premises or within such shorter period of time, in the event that the State of New Jersey has commenced steps to cause the mortgaged premises to be sold pursuant to the lien, either (i) pay the claim and remove the lien from the mortgaged premises or (ii) furnish (a) a bond reasonably satisfactory to the Mortgagee in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security reasonably satisfactory to Mortgagee in an amount sufficient to discharge the claim out of which the lien arises. Failure to satisfy such lien within the sixty (60) day period aforesaid or such shorter period as is otherwise

required under the circumstances, shall constitute an Event of Default hereunder without necessity of any further notice as may otherwise be provided herein for non-monetary defaults.

D. During the term of this Mortgage, no use of the mortgaged premises shall involve the generation, manufacture, refining, transport, treatment, storage, handling or disposing of "Hazardous Waste" or "Hazardous Substances" as those terms are defined in ISRA, or the Spill Act, other than the storing and usage in compliance with all environmental laws of construction, janitorial and cleaning supplies and storing of products in their original containers for retail sale to consumers. Should the Mortgagor in any way conduct its operations on the mortgaged premises or permit the mortgaged premises to be used and maintained so as to subject the Mortgagor, any tenant or user of the mortgaged premises to be in violation of such laws, the Mortgagor shall immediately cease or cause a cessation of such use or operations and shall remedy and fully cure any conditions, at its own cost and expense, as arise from such use or operations. Mortgagor shall indemnify and save Mortgagee harmless from any and all damages, remedial orders, judgments or decrees, and any and all costs and expenses related to the generation, manufacture, refining, transport, treatment, storage, handling or disposing of "Hazardous Waste" or "Hazardous Substances" (other than the storing and usage in compliance with all environmental laws of construction, janitorial and cleaning supplies and storing of products in their original containers for sale to retail consumers), including but not limited to, attorneys' and consultants' fees, cleanup, removal and restoration costs, arising from Mortgagor's failure to comply with its obligations under this Paragraph D. The foregoing indemnification and hold harmless obligations shall be in addition to any, and all remedies otherwise available to Mortgagee hereunder or under any of the loan documents and shall survive the discharge of this Mortgage and remain in effect so long as Mortgagee retains any

interest in the mortgaged premises as a result of making the loan which this Mortgage is given to secure.

12. EVENTS OF DEFAULT. The following shall constitute events of default under this Mortgage ("Events of Default"):

A. The failure of Mortgagor to make any payment required under the terms of the Note within thirty (30) days after written notice that payment was not made pursuant thereto;

B. The failure of Mortgagor to observe or perform any term, covenant or condition of this Mortgage or the Note with respect to the payment of money (other than with respect to payment under the Note), which remains uncured for a period of thirty (30) days after written notice thereof to Mortgagor by the Mortgagee;

C. The failure of the Mortgagor to perform or observe any other term, provision, covenant or condition to be observed or performed by Mortgagor pursuant hereto or pursuant to the Note which remains uncured for a period of thirty (30) days after written notice thereof to Mortgagor by the Mortgagee; provided, that if such failure by its nature cannot reasonably be cured within thirty (30) days, then if Mortgagor commences to cure such failure within thirty (30) days and thereafter diligently and continuously to cure such default, then Mortgagor shall have a reasonable time to cure such default;

D. If any representation or warranty made by the Mortgagor herein shall prove to be false or misleading in any material respect when made;

E. If the Mortgagor shall have applied or consented to the appointment of a custodian, receiver, trustee or liquidator, or other court appointed fiduciary of all or a substantial part of its property; or a custodian shall have been appointed with or without the consent of the Mortgagor; or has made a general assignment for the benefit of creditors; or has committed an

act of bankruptcy, or has filed a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law, or an answer admitting the material allegations of a petition in any bankruptcy, reorganization or insolvency proceeding; or has taken corporate action for the purpose of effecting any of the foregoing; or if within sixty (60) days after the commencement of any proceeding against the Mortgagor seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed; or if, within sixty (60) days after entry of an Order for Relief under the present Bankruptcy Code, or similar order under future similar legislation, or the appointment of any trustee, receiver, custodian, liquidator, or other court appointed fiduciary of the Mortgagor (without the consent or acquiescence of such party), or of all or any substantial part of its property or any of the encumbered mortgaged premises, such order or appointment shall not have been vacated or stayed on appeal or otherwise or if, within sixty (60) days after the expiration of any such stay, such order or appointment shall not have been vacated.

13. REMEDIES. Upon the happening of any one or more of said Events of Default, Mortgagee may forthwith undertake any one or more of the following:

A. Recover judgment against Mortgagor for any past due amounts under the Note, including accrued interest under the Note, without accelerating the unpaid balance of the principal and other sums secured by this Mortgage and neither the recovery of judgment nor the levy of execution thereof on any property, including the mortgaged premises, shall affect Mortgagee's rights hereunder or the lien hereof. The Mortgagee shall be entitled to recover

reasonable attorneys' fees in connection with any action to recover payment or otherwise enforce its rights hereunder and/or

B. Enter upon and take possession of the mortgaged premises, and let the same, and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured, with full power and authority to the said Mortgagee to institute and prosecute all legal actions or proceedings as may be necessary for the protection of said premises and as may be necessary to recover possession of the whole or any part thereof, to collect the rents then due and unpaid and thereafter becoming due, and to remove any and all tenants or other persons from said premises, and to pay the costs and expenses of all such suits, actions and proceedings out of the rent received, and to maintain said premises and to keep the same in repair, and to pay all costs and expenses of operating and maintaining said premises in good repair and condition, including the services of all employees, and to pay all taxes, assessments, utility charges, and water rents then due or thereafter becoming due and payable, and all premiums of insurance required by the Mortgagee to be carried hereunder, and to pay an agent to rent and manage said premises and collect the rents and profits thereof, and to pay the reasonable value of such agent's services; and all the aforesaid charges and expenses, out of rent received; and/or

C. Apply for the appointment of a receiver of the rents and profits of the mortgaged premises, and be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due to Mortgagee or of the solvency of any person or persons obligated for the payment of such amounts; and/or

D. Prosecute, appeal, defend, compromise and settle all tax appeals respecting the mortgaged premises and recover and apply in reduction of the indebtedness secured hereby all proceeds therefrom, which proceeds are hereby assigned by Mortgagor to Mortgagee, with the excess, if any, to be paid to any First Mortgagee or Mortgagor, as applicable.

E. Take such other action to protect and enforce Mortgagee's rights hereunder and the lien hereof, as Mortgagee deems advisable, including:

(1) The partial foreclosure of this Mortgage with respect to past due amounts only, subject to the continuing lien of this Mortgage with respect to future obligations, pursuant to the provisions of N.J.S.A. 2A:50-39 through 2A:50-52, inclusive, or otherwise as permitted by applicable law, and subject, at Mortgagee's sole option and in Mortgagee's sole discretion, to the rights of tenants and other persons in the mortgaged premises, including, but not limited to, Mortgagee's rights under any easements granted 'to Mortgagee. The Mortgagor acknowledges and agrees that this right of partial foreclosure is an important and material protection for Mortgagee in view of the contingent nature of the Mortgagor's obligations under the Note, the resultant potential difficulty of accelerating Mortgagor's obligations thereunder, and the importance of the continuing lien of this Mortgage in order to secure Mortgagor's future obligations under the Note; and/or

F. If the Mortgagor or any other party to the foreclosure action shall file any pleading, motion, brief or other document which denies, contests or raises questions about the lawfulness, appropriateness, applicability or availability of the remedy of partial foreclosure as contemplated above, or should the court otherwise determine that the remedy of partial foreclosure is not lawful, appropriate, applicable or available, then Mortgagee shall have the

right, at the option of Mortgagee and in Mortgagee's sole unreviewable discretion, to accelerate the entire unpaid balance of the principal, the accrued interest, and sums secured by this Mortgage, including, but not limited to, all other present and future obligations under the Note, and all such sums shall become immediately due and payable without notice or demand, and Mortgagee may in addition to the remedies set forth in Subparagraphs A through E, inclusive, forthwith undertake any one or more of the following:

(i) recover judgment against Mortgagor for the entire principal balance, accrued interest, and all other sums secured by this Mortgage and neither the recovery of judgment nor the levy of execution thereof on any property, including the mortgaged premises, shall affect Mortgagee's rights hereunder or the lien hereof. The Mortgagee shall be entitled to recover reasonable attorneys' fees in connection with any action to recover payment or otherwise enforce its rights hereunder; and/or

(ii) the foreclosure hereof, subject, at Mortgagee's' option and in Mortgagee's sole discretion, to the rights of tenants and other persons in the mortgaged premises, including, but not limited to, Mortgagee's rights under any easements granted to Mortgagee.

(iii) the sale of the mortgaged property by the sheriff subject to the lien of this Mortgage.

G. Exercise such other rights or remedies as may be authorized pursuant to the terms of the Note or pursuant to applicable law.

14. ASSIGNMENT OF RENTS. Subject and subordinate to the rights of the holder of a First Mortgage, if any, Mortgagor hereby expressly assigns, sets over and transfers to the Mortgagee, as additional security for the amounts hereby secured, upon any such Event of

Default as aforesaid, all the rents, issues and profits of the said mortgaged premises, accruing both before and after default by the Mortgagor as set forth in the Assignment of Lease or Leases from Mortgagor to Mortgagee. The aforesaid assignment of rents shall be additional security for the performance of all obligations of the Mortgagor hereunder, and the failure at any one or more times on the part of, the Mortgagee to assert its rights under such assignment shall not be deemed a waiver of said Mortgagee's right to said security and the right to collect said rents, nor shall it impair the security of the Mortgage or have any effect on the amount due hereunder. Mortgagee, while in possession of the mortgaged premises shall be liable to account only for the rents, issues and profits actually received.

15. SUBORDINATION. Subject to the terms and conditions of this Paragraph 15, the payment obligation and the other terms, provisions, conditions and obligations of Mortgagor to Mortgagee in this Mortgage and the Note and the lien and security interest of this Mortgage will be subject and subordinate to the payment obligations and the other terms, provisions, conditions and obligations of Mortgagor contained in, and the lien of, any acquisition, construction or permanent loan documents (including, without limitation, any promissory notes or mortgages) previously or hereafter executed or delivered by Mortgagor to finance (whether acquisition, construction or permanent financing) the acquisition and/or development and construction of all or any part of the Mortgaged Premises or the Property (collectively, a "First Mortgage", and the lender providing the financing, a "First Mortgagee") including, without limitation, the liens and security interests and rights heretofore and hereafter granted to Thrift Institutions Community Investment Corporation of New Jersey ("TICIC") to secure a loan(s) from TICIC to Mortgagor in the principle amount of $15,600,000 and interest thereon and other amounts secured thereby, and to all amendments, modification(s), renewals and extensions thereof, including without

limitation, a modification(s) to increase the principal amount thereof to up to $23,000,000 or such higher amount as Mortgagor and TICIC shall agree (such higher amount not requiring the consent of the Mortgagee. Within ten (10) days after a written request by Mortgagor, Mortgagee will execute and deliver to Mortgagor and any First Mortgagee which requests or requires it (in recordable form and otherwise in form and substance reasonably satisfactory to the requesting First Mortgagee), an estoppel certificate concerning Mortgagor's obligations under the Note and this Mortgage, a subordination (or confirmation of the subordination) of this Mortgage to the lien of the requesting First Mortgagee, and confirmation of the subordination of Mortgagor's obligations to Mortgagee as set forth in the first sentence of this paragraph or as otherwise reasonably requested by Mortgagor or the requesting First Mortgagee, provided, however, that nothing herein or in any such subordination agreement (or confirmation) shall prohibit Mortgagor from making, and/or Mortgagee from retaining, payments made by Mortgagor to Mortgagee when Mortgagor is not in default beyond applicable notice, grace, and cure periods under the First Mortgage. Notwithstanding the foregoing, prior to the receipt of all Redevelopment Project Approvals (as such term is defined in the Redevelopment Agreement) other than the Building Permits, this Mortgage shall only be subordinated to the extent that the TICIC has agreed with the Mortgagee that TICIC shall require that any party who hereafter obtains title to the Mortgaged Premises, or such part, from or through such TICIC (or an affiliate of TICIC) or any purchaser at foreclosure sale with respect to TICIC's mortgage or through other court proceedings with respect to TICIC's mortgage or action in lieu thereof shall agree to assume Mortgagor's obligations under the Redeveloper Agreement with respect to construction of the portion of the Redevelopment Project purchased by such purchaser and encumbered by the TICIC Mortgage and to comply with all other obligations of the

Redeveloper related to that portion of the Redevelopment Project encumbered by its mortgage or as otherwise approved by the Mortgagee. The Mortgagee will execute and deliver to Mortgagor and any First Mortgagee(s), within ten (10) days written request by Mortgagor or First Mortgagee, an acknowledgement in recordable form confirming that all Redevelopment Project Approvals other than Building Permits have been obtained by Mortgagor for its redevelopment of the Property and that this Mortgage is unconditionally subordinate to the lien of such First Mortgagee.

16. RELEASE. If all or any part of the mortgaged premises encumbered by this Mortgage are sold by Mortgagor in a bona fide arms-length sale to a third party, then Mortgagor shall have the right to elect to require that this Mortgage be released of record, provided that Mortgagee and Mortgagor have agreed upon reasonable replacement collateral for payment of the Note in an amount which is not more than the then outstanding principal amount of the Note and providing reasonably similar security, both parties agreeing to act reasonably and in good faith. Lender agrees that: (i) a letter of credit will be acceptable replacement collateral; and (ii) provided that no Event of Default has occurred on other portions of the Property owned by Redeveloper, such other portions of the Property, even if subject to a First Mortgage, will be acceptable collateral if the purchase price paid (by the Mortgagee in condemnation or by Redeveloper) to acquire those other portions of the Property was at least equal to the outstanding principal balance of the Note secured by this Mortgage.

17. NOTICE. A notice which is sent by nationally recognized overnight delivery service or mailed by first class certified mail, return receipt requested, to Mortgagor at its address set forth in this Mortgage or to such other address as Mortgagor shall designate to Mortgagee in writing and a notice to Mortgagee at its address set forth in this Mortgage sent by nationally

recognized overnight delivery service or mailed first class certified mail, return receipt requested, shall be sufficient notice when required under this Mortgage. All notices shall be effective upon receipt or rejection at the address provided for herein.

18. MORTGAGEE'S RIGHTS CUMULATIVE. The rights and remedies of Mortgagee hereunder shall be cumulative and not exclusive one of the other; Mortgagee may exercise the same at such times, in such order, to such extent, and as often as Mortgagee deems advisable, and without regard to whether the exercise of one precedes, concurs with, or succeeds the exercise of another; no delay or omission by Mortgagee in exercising a right or remedy shall exhaust or impair the same, or constitute a waiver of, or acquiescence in, the default; and no waiver of a default by Mortgagee shall extend to or affect any other default or impair any right or remedy with respect thereto.

19. INDULGENCES EXTENSIONS. Mortgagee may allow Mortgagor any indulgences, forbearances and extensions with respect to the mortgage indebtedness, the mortgaged premises and Mortgagor's obligations hereunder, may waive compliance with any of the provisions hereof, and may release all or any part of the mortgaged premises' from any lien hereof, without affecting the personal liability of any person for the payment of the debt secured hereby, or the priority of the lien hereof upon the remainder of the mortgaged premises.

20. ESTOPPEL AFFIDAVITS. The Mortgagor within ten (10) days after written request from the Mortgagee shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note whether or not any offsets or defenses exist against such principal and interest. Mortgagee within ten (10) days after written request from the Mortgagee shall furnish a written statement, duly acknowledged, setting forth the unpaid

principal of, and interest on, and whether, to the best of Mortgagee's knowledge, Mortgagor is in default of its obligations under, the Note and this Mortgage.

21. TAXATION OF NOTE AND MORTGAGE. If at any time before the debt hereby secured is fully paid any law of the State of New Jersey be enacted, deducting from the value of the mortgaged premises, for the purposes of taxation, the amount of any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor or revising or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the mortgaged premises or the manner of collection of taxes, so as to affect adversely this Mortgage or the debt hereby secured, or the owner and holder thereof in respect thereto, then, and in any such event, the Mortgagor upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor, Notwithstanding the foregoing, it is understood and agreed that Mortgagor is not obligated to pay any portion of Mortgagee's federal or state income taxes.

22. PREPAYMENT. Mortgagor may prepay the principal amount outstanding under the Note, in whole or in part, at any, time without penalty or premium. A prepayment shall not extend or postpone the due day of any subsequent payment hereunder, unless Mortgagee shall agree otherwise in writing.

23. INVALID PROVISIONS TO AFFECT NO OTHERS. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

24. FURTHER ASSURANCES. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered to the Mortgagee any and all further reasonable instruments, mortgages, conveyances, deeds, certificates, and other documents as may, in the reasonable opinion of the Mortgagee be necessary or desirable in order to effectuate, complete, confirm, or perfect or to continue and preserve the obligation of the Mortgagor under the Note and the lien of this Mortgage, but without increasing the liability or obligations of Mortgagor. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor so to do. The Mortgagor agrees to pay all filing, registration and recording fees and all federal, state, county and municipal stamp taxes or other duties, imposts, assessments and charges on all such instruments, certificates and documents.

25. ADDITIONAL LOANS. Mortgagee, at its election, if requested and agreed to by Mortgagor, may make additional loans to Mortgagor upon the security of the mortgaged premises, including fixtures, in amounts permitted by applicable law, and to be payable as agreed upon by Mortgagor and Mortgagee in accordance with applicable law, and the amounts of such additional loans, together with the interest thereon, shall be liens on the mortgaged premises added to the amount of said Note and secured by these presents.

26. SUCCESSORS and ASSIGNS. All of the, grants, covenants, terms, provisions and conditions of this Mortgage shall run with the land and bind the Mortgagor, the heirs, distributees, legal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the mortgaged premises and shall inure to the

benefit of the Mortgagee, the successors and assigns of the Mortgagee and all subsequent holders of this Mortgage. As used herein the singular shall include the plural and any word denoting gender shall include all persons, natural and artificial, as the context requires.

27. CAPTIONS. The captions herein are inserted only for convenience of reference and in no way define, limit or describe, the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

28. CONSENT. With respect to any provision of this Mortgage which provides, or is held to provide that Mortgagee shall not unreasonably withhold or unreasonably delay any consent or any approval, Mortgagor, in no event, shall be entitled to make, nor shall Mortgagor make, any claim for, and Mortgagor hereby waives any claim for money damages, nor shall Mortgagor claim any money damages bar way of set off, counterclaim or defense, based upon any claim or assertion by Mortgagor that Mortgagee has unreasonably withheld or unreasonably delayed any consent or approval; but Mortgagor's sole remedy shall be to seek specific performance of the consent or approval in question.

29. GOVERNING LAW. This Mortgage has been executed and delivered in the State of New Jersey and is to be construed and enforced according to and governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this Mortgage, or has caused this Mortgage to be executed, and its corporate, seal affixed and attested, by its authorized officers, the day and year first above mentioned.

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

WITNESS: BROADWAY ARTS CENTER, L.L.C.

_____ By:_____

R# 11-07

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A LEASE AGREEMENT WITH HARLEY DAVIDSON OF LONG BRANCH

WHEREAS, a lease agreement for the rental of three (3) Harley Davidson motorcycles for use by the Long Branch Police Department is annexed hereto for a term of February 1, 2007 through January 31, 2008; and

WHEREAS, the Public Safety director has provided input to the Council as to the need and desirability of having motorcycles available for use by the Long Branch Police Department in its efforts to control crime, and use same for parades and other functions; and

WHEREAS, said uses are beneficial to the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch certifies, in accordance with the Certification of Funds form attached hereto, that the funds for the said agreement are available in Appropriation No. 7-01-062-399 in the amount not to exceed $1,500.00, the amount necessary to comply with the terms of the lease and servicing of said motorcycles.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a lease as annexed to this Resolution for lease of three (3) Harley Davidson motorcycles for use by the Police Department of the City of Long Branch.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

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:

LEASING OF THREE HARLEY DAVIDSON MOTOR CYCLES
FOR THE POLICE DEPARTMENT
TERM: 2/1/07-1/31/08

Said contract being made as follows:

HARLEY DAVIDSON /BUELL OF LONG BRANCH $1,500

Said funds being available in the form of:

2007 CURRENT BUDGET
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE
APPRO. #7-01-062-399 $1,500

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

Date

R# 12-07

RESOLUTION AUTHORIZING THE TAX ASSESSOR TO FILE APPEALS AND EXECUTE STIPULATION OF SETTLEMENT ON THE BEHALF OF THE CITY OF LONG BRANCH FOR THE YEAR 2007

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

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

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

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

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

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

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

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

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

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

R# 13-07

RESOLUTION AMENDING RESOLUTION AUTHORIZING MAYOR TO EXECUTE DISCHARGE OF MORTGAGE FOR 43 N. SEVENTH AVENUE OWNED BY DOMINICK F. SPARANDEO

WHEREAS, the Mayor of the City of Long Branch was authorized to execute, by Resolution 3-07, a Discharge of Mortgage for 43 N. Seventh Avenue, owned by Dominick F. Sparandeo; and

WHEREAS, the information provided to the Mayor and Council did not include a second mortgage modification made on March 20, 1997 to secure additional funding through the Neighborhood Preservation Program in the amount of $8,900.00; and

WHEREAS, the second mortgage modification was recorded on February 13, 2001 in Mortgage Book OR 8005 Page 4921; and

WHEREAS, the Resolution 3-07 did not indicate that the second mortgage modification was made, which was an error therefore creating an error in the Discharge of Mortgage executed by the Mayor; and

WHEREAS, the Discharge of Mortgage has been corrected to state that there was a second mortgage modification made on March 20, 1997 in the amount of $8,900.00 and recorded on February 13, 2001 in Book OR 8005 Page 4921.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the corrected Discharge of Mortgage for the premises known as 43 N. Seventh Avenue owned by Dominick F. Sparandeo in the form annexed hereto and made a part hereof.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL VOTE:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELORS AT LAW
1400 LAWRENCE AVENUE
CN 7807
OCEAN, NJ 07712
(719) 222-1000

F:\USERS\Long Branch\Resolutions\2007\Form Amended Dis. of Mort.(SPARANDEO).doc

R# 14-07

RESOLUTION AUTHORIZING FINANCE TO ISSUE A CHECK TO THE LEGALIZED GAMES OF CHANCE CONTROL COMMISSION

WHEREAS, two checks were deposited in error in the City's account that were made payable to the Legalized Games of Chance Control Commission in the amount of $20.00 each from Christian Brothers Academy for two raffle licenses; and

WHEREAS, the Chief Financial Officer certifies that funds are available in account 7-01-900-702 in the amount of $40.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize the finance department of the City to issue a check to the Legalized Games of Chance Control Commission, PO Box 46000, Newark, NJ 07102 in the amount of $40.00 to accompany the raffle application on file with the City.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

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:

REFUND OF APPLICATION FEE FOR CHRISTIAN BROTHERS ACADEMY DEPOSITED IN ERROR TO CITY ACCOUNT

Said contract being made as follows:

LEGALIZED GAMES OF CHANCE CONTROL COMMISSION $40

Said funds being available in the form of:

2007 BUDGET
REFUND OF LICENSES
7-01-900-702 $40

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

1/10/7
Date

R# 15-01

RESOLUTION RE-APPOINTING MILFORD THORNTON TO THE LONG BRANCH SEWERAGE AUTHORITY

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby re-appoint Milford Thornton to the Long Branch Sewerage Authority for a term to commence immediately and to expire on February 1, 2012.

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ASBSTAIN:

R# 16-07

RESOLUTION
2007 EMERGENCY TEMPORARY APPROPRIATIONS

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

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

WHEREAS there is a need to provide additional funds for City operations, and,

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

WHEREAS the total emergency temporary resolutions adopted in the year 2007 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total ..... **$ 74,400.46** in addition to the original temporary budget adopted January 1, 2006 in the amount of **$12,518,054.27** for a total Year to Date temporary budget of **$ 12,592,454.73**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2006, and that in accordance with the Statute such item of appropriation will be included in the 2007 budget as finally adopted.

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

Budget Appropriations 2007

	Emergency Temporary Budget Approp. 01/23/2007	
Division of Accounts and Control		
Misc. Other Expenses (Audit Services)	250.00	Increase to Proposal Amount
Insurance		
Unemployment Insurance (Trust)	60,000.00	Fund Trust Acount
Bureau of Welfare		
Miscellaneous Other Expenses (Reloc)	5,000.00	Nature of Accouont (to 100%)
State of New Jersey		
Division of Criminal Justice		
Body Armor Replacement	9,150.46	Grant Notification
Total Emergency Temporary Appropriations	74,400.46	

R# 17-07

RESOLUTION
2006 BUDGET APPROPRIATION RESERVE TRANSFERS

WHEREAS N.J.S.A. 40A:4-59 states that, if during the first 3 months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserve over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

WHEREAS the Director of Finance has deemed that the appropriation set forth below meet the requirements aforementioned, and recommends that said transfers be made,

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

2006 Budget Appropriation Reserve Transfers

Account Title	Transfer 01/23/2007
Transfers "In"	
General Administration	
Office of the Chief Administrator	
Miscellaneous Other Expense (IT)	5,000.00
Total Transfers "In"	5,000.00
Transfers "Out"	
General Administration	
Department of Finance	
Office of Accounts and Control	
Other Expense	(5,000.00)
Total Transfer "Out"	(5,000.00)

R# 18-07

RESOLUTION AUTHORIZING APPOINTMENT OF CITY AUDITOR

WHEREAS, the City of Long Branch is required by statute to appoint a Registered Municipal Accountant to conduct an audit of financial statements of the City for the year ending December 31, 2006, and to prepare and file the City's Annual Financial and Debt Statements with New Jersey Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the City, through a Fair and Open Process, has advertised the solicitation of proposals for said services, received and opened in public on January 5, 2007, and no proposals were received.

WHEREAS, subsequent to the opening of proposals, a proposal was received from the firm of Robert W. Allison, Hutchins, Farrell, Meyer & Allison, P.A., of Freehold, NJ; and

WHEREAS, the proposal, annexed hereto, was reviewed by the Business Administrator, and it is his recommendation that it is in the City's best interest to appoint Robert W. Allison, CPA, RMA, as City Auditor to perform the audit and provide additional accounting services as may be required during the 2007 contract year; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and Political Contribution Affidavit will serve as acknowledgement by Hutchins, Farrell, Meyer & Allison that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, this contract is issued as an open-ended contract and during the contract year certification of funds will be provided by issuance of a Purchase Order at the time of need for legal services for each matter, based upon availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby appoints Robert W. Allison, of the firm of Hutchins, Farrell, Meyer & Allison, as City Auditor to conduct the audit of 2006 financial records, prepare and file the Annual Financial and Debt Statements, prepare and file the Annual Reports with NRMSIRS, and to provide additional accounting services during the contract year as required, in accordance with the contract document annexed hereto.

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

R# 19-07

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

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

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

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

WHEREAS, in accordance with New Jersey Local Pay to Play Law, purchase made through New Jersey State Contracts meet the "Fair and Open" process requirements.

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

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

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the Referenced State Contract Vendors shall be from date of adoption of this resolution through December 31, 2007, or the date of expiration of the State Contract, whichever is sooner.

ATTACHMENT A-1

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Playground Equipment	General Recreation, Inc.	59057	T0103	6/09/07
Playground Equipment	Marturano Recreation Co.	59052	T0103	6/09/07
Portable Sanitation Units	Johnny on the Spot	61109	T0208	1/14/07

ATTACHMENT A-2
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Antifreeze & Windshield Washer Fluid	Troil Enterprises LLC	66921	T0963	9/24/09
Automotive Lubricants (Greases, Oils)	Total Lubrication Services	59993	T0097	8/16/07
Tires & Tubes	Goodyear Tire & Rubber Co. Authorized Dealer: Edwards Tire	61418	T0123	2/29/08
Batteries, Vehicle & Storage	Lee Battery Service Inc.	60970	T0066	12/14/07
Spark Plugs, Filters	Lakewood Auto Supply	57024	T0117	10/31/07
Spark Plugs, Filters	Rt. 23 Auto Mall	57026	T0117	10/31/07
Snow Plow Parts	Seeley Equipment Co.	63644	T0085	10/14/07
Gasoline, Automotive Unleaded	Petroleum Traders Corporation	65047	T0083	3/31/09
Fuel Oil, #1, 2D(diesel) & Winter Mix	Marco Oil, Inc. t/a Allied Oil	41869	T1845	3/31/07

ATTACHMENT A-3
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Automotive Parts & Accessories	A.E.C. Distributing	57690	T0065	12/31/06
Automotive Parts & Accessories	Air Brake & Equipment	57727	T0065	10/31/07
Automotive Parts & Accessories	Beyer Bros. Corp.	57735	T0065	10/31/07
Automotive Parts & Accessories	F & C Automotive Supply	57816	T0065	10/31/07
Automotive Parts & Accessories	International Truck of Central NJ	57750	T0065	10/31/07
Automotive Parts & Accessories	Motive Aid Inc.	57691	T0065	10/31/07
Automotive Parts & Accessories	Norglen Inc. (Norwood Dist.)	57770	T0065	10/31/07
Automotive Parts & Accessories	Rittenhouse Kerr Ford, Inc.	57804	T0065	10/31/07
Automotive Parts & Accessories	Rt. 23 Auto Mall	57700	T0065	10/31/07
Automotive Parts & Accessories	Sea Breeze Ford	57813	T0065	10/31/07
Automotive Parts & Accessories	Woodbridge Dodge	57796	T0065	10/31/07
Automotive Parts & Accessories	Geo. Wall Lincoln Mercury	57817	T0065	10/31/07
Automotive Parts & Accessories	Lakewood Auto Supply, Inc	57818	T0065	10/31/07
Automotive Parts & Accessories	Brices Auto Supply, Inc.	57811	T0065	10/31/07
Automotive Parts & Accessories	Matty's Auto Parts	57803	T0065	10/31/07
Automotive Parts & Accessories	Shrewsbury Auto Parts	57819	T0065	10/31/07
Automotive Parts & Accessories	Naylors. Inc.	57821	T0065	10/31/07

ATTACHMENT A-4
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Lawn & Grounds Equipment Maintenance	Cherry Valley Tractor Sales	47713	T0086	3/31/07
Repair Service-Hvy Duty Truck/Bus	Air Brake & Equipment	56246	T2108	8/31/07
Repair Service-Hvy Duty Truck/Bus	Seely Equipment Co.	56241	T2108	8/31/07
Repair Service-Hvy Duty Truck/Bus	Ram Hydraulics, Inc.	56244	T2108	8/31/07
Repair Service-Hvy Duty Truck/Bus	American Hose & Hydraulics Co.	56257	T2108	8/31/07
Repair Service-Hvy Duty Truck/Bus	Bucks County International	56260	T2108	8/31/07
Repair Service-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	56237	T2108	8/31/07
Repair Service-Hvy Duty Truck/Bus	Intl. Truck of Central NJ	56259	T2108	8/31/07

ATTACHMENT A-5
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Parts-Hvy Duty Truck/Bus	Bucks County International, Inc.	55120	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	55135	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	F & C Automotive Supply	55126	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Hoover Truck Centers	55081	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Jersey Rebuilding Service	55124	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Cambria Automotive Companies	55083	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Hoover Truck Center, Inc.	55081	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Allied Diesel Service, Inc.	55119	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Cherry Valley Tractor Sales	55102	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Beyer Bros. Corp.	55099	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Atlantic Detroit Diesel	55074	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Lakewood Auto Parts	55125	T2085	5/31/07
Parts-Hvy Duty Truck/Bus	Smith MOtor Co., Inc.	55072	T2085	5/31/07
Parts/Repair Hwy Consturction Equip.	Atlantic Detroit	40979	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	CCC Heavy Duty Truck Parts	41039	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Cherry Valley Tractor Sales	40874	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Danline, Inc.	41426	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	American Hose & Hydraulics	40945	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Jersey Rebuilding Service	40929	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Jet Vac, Inc.	41382	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Lacal Equipment, Inc	41324	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Ram Hydraulics, Inc	40947	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Shore Tractor	41162	T0074	6/30/07
Parts/Repair Hwy Consturction Equip.	Transaxle Corp.	40922	T0074	6/30/07

ATTACHMENT A-6
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Tools, Hand (Snap-On)	Snap On Industrial	66332	T0226	7/31/08
Tools, Hand (Craftsman Tools)	A & M Industrial	66328	T0226	7/31/08
Tools, Hand (Ridgid, Delta)	AW Meyer Co., Inc.	66331	T0226	7/31/08
Tools, Power (Snap-On)	Snap On Tools	66103	T0227	7/31/08
Tools, Power (Craftsman Tools)	A & M Industrial	66100	T0227	7/31/08
Tools, Power (Dewalt, Milwaukee)	AW Meyer Co., Inc.	66101	T0227	7/31/08
Tools, Power (Hilti)	Hilti, Inc.	66102	T0227	7/31/08
Rock Salt	Atlantic Salt Inc.	60446	T0214	10/14/07
Hi-Performance Cold Patch(Bulk Delivery)	Innovative Municipal Products	63955	T1609	11/06/07
Hi-Performance Cold Patch(Bagged)	Garden State Highway Products	63954	T1609	11/06/07
Stone, Sand, Gravel	Trap Rock	66766	T0142	9/28/8
Tree Trimming Services & Removal	Peters Todd, Inc.	58858	T0465	5/31/07
Catch Basins, Castings, Inlets, Manholes	Campbell Foundry Co.	62818	T0148	6/30/08

ATTACHMENT A-7
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Firefighter Protective Clothing/Equip. **(Morning Pride Gear, Warrington Pro, Servis Turn Out Boots)**	Total Fire Group*	64798	T0790	2/28/08
Firefighter Protective Clothing/Equip. **(Nomex/Carbon Hoods)**	Lifeliners, Inc.*	64806	T0790	2/28/08
Firefighter Protective Clothing/Equip. **(Cairns & Bros. Helmets/Front Pieces)**	Mine Safety Appliances*	64804	T0790	2/28/08
Firefighter Protective Clothing/Equip. **(Shelby Firefighter Gloves)**	Shelby Specialty Gloves*	64811	T0790	2/28/08
Firefighter Protective Clothing/Equip. **(Fireguard Firefighter Gloves)**	Continental Fire & Safety	64803	T0790	2/28/08
Firefighter Protective Clothing/Equip. **(Scott SCBA Equipment)**	Scott Health & Safety*	64813	T0790	2/28/08
Firefighter Protective Clothing/Equip. **(Firegrip Firefighter Gloves)**	Turn Out Fire & Safety	64810	T0790	2/28/08

*Indicates State Contract vendor has authorized purchase through Authorized Dealer List in State Contract documents.

ATTACHMENT A-8
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Police/ Homeland Security Equipmemt Amminition, Firearms, Supplies	Eagle Point Gun	60530	T0106	1/31/07
Police/ Homeland Security Equipmemt Amminition, Firearms, Supplies	Elmer Arms	60532	T0106	1/31/07
Police/ Homeland Security Equipmemt Amminition, Firearms, Supplies	Lawman Supply Co. of NJ	60529	T0106	1/31/07
Police/ Homeland Security Equipmemt Firearms, Supplies, Body Armour	Lanigan Assoc., Inc	60534	T0106	1/31/07
Police/ Homeland Security Equipmemt Personal Protective Equipment	Rays Sports Shop, Inc.	60531	T0106	1/31/07
Police/ Homeland Security Equipmemt Emergency Signal Equipment	General Sales Adminstration T/A Major Police Supply	60538	T0106	1/31/07
Police/ Homeland Security Equipmemt Emergency Signal Equipment	Warnock Dodge, Inc.	60536	T0106	1/31/07
Police/ Homeland Security Equipmemt Emergency Signal Equipment	Kaldor Emergency Lights	60541	T0106	1/31/07
Police/ Homeland Security Equipmemt Emergency Signal Equipment	East CoastEmergency Lighting	60539	T0106	1/31/07
Traffic Signal Controllers	ITS Products LLC	61794	T1473	4/15/07
Traffic/Lighting Equipment/Materials	General Hwy. Products, Inc.	66261	T1529	08/31/07
Traffic/Lighting Equipment/Materials	Signal Control Products	66263	T1529	08/31/07
Traffic/Reflective Sheeting	3M CM Division	64773	T0210	4/30/07
Traffic/Alum. Sign Blanks	Garden State Hwy. Products	65133	T0136	2/28/07
Traffic/U-Post Sign Supports	Garden State Hwy. Products	65629	T0121	5/30/07
Traffic Flares	Standard Fusse Corp.	62803	T0076	07/31/07
State Use Products/Office Furniture, Printing, Traffic signs & Barricades	Deptcor State Use Industries	49131	TSU01	6/30/10
Motor Vehicles-Law Enforcement	Warnock Automotive Inc.	67124	T0098	9/30/07

ATTACHMENT A-9
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Office Supplies	Office Depot Inc.	59768	T0052	8/31/07
Computer, Mini, Micro, & Assoc. Prod.	Dell Marketing LP	81247	T0483	6/30/07
Computer, Mini, Micro, & Assoc. Prod.	Gateway Companies	81239	T0483	6/30/07
Computer, Mini, Micro, & Assoc. Prod.	Hewlett Packard Co.	81249	T0483	6/30/07
Computer, Mini, Micro, & Assoc. Prod.	RDE Systems Support Grp LLC	81211	T0483	6/30/07
Computer, Mini, Micro, & Assoc. Prod.	Scientific Devices	81197	T0483	6/30/07
Computer, Mini, Micro, & Assoc. Prod.	Edmunds & Associates	81201	T0483	6/30/07
Furniture-Classroom & Folding	Tanner North Jersey, Inc.	60687	T1219	1/31/07
Furniture-Classroom & Folding	Tanner North Jersey, Inc.	61840	T020S	5/17/07
Furniture-Office	Tanner North Jersey, Inc.	56319	T0408	3/31/07
Files-Freestanding Lateral	Allied Office Supply	55670	T524L	3/31/07
Copier Maintenance & Supplies	Century Office Products	53593	T1538	12/31/07

ATTACHMENT A-10
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Radio Commun. Eqp/Acces & Repair	Motorola C & E, Inc.	53804	T0109	9/30/07
Radio Commun. Eqp/Acces & Repair	Kenwood Communications Corp. (Dealer: AR Communications)	53746	T0109	9/30/07
Radio Commun. Eqp/Acces & Repair	Warner Communications Co, Inc.	53805	T0109	9/30/07
Radio Commun. Eqp/Acces & Repair	Vertex Standard USA, Inc.	53763	T0109	9/30/07
Wireless Devices and Services	Verizon Wireless	64428	T216A	12/31/08
Mobile Workstations & Accessories	CDW Government Inc.	67176	T1785	11/30/09

R# 20-07

RESOLUTION TO ADOPT THE URBAN ENTERPRISE ZONE ADMINISTRATIVE BUDGET FOR THE FISCAL YEAR 2007/ 2008 PROGRAM

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone and designated as such and the UEZ Board of Directors has been established to oversee the operation of the UEZ Program for the zone; and

WHEREAS, the funds that are generated by the businesses participating in the Program are now deposited in the NJ State Urban Enterprise Zone Assistance Fund and credited to the account of the City of Long Branch, and said account is maintained by the NJ State Treasurer for the Urban Enterprise Zone Program; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of $52,000 of the Urban Enterprise Zone Assistance Fund for program administration; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone Funds under the provisions of the Urban Enterprise Zone Act Public 1993, Chapter 367, and there is sufficient funding available to cover the cost of the project; and

WHEREAS, the Administrative budget is necessary in order to successfully operate the program and complete stated UEZ objectives and goals; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development strategies outlined in the UEZ Five-Year Plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is hereby authorized to submit the proposal, represented by the attached Administrative Budget, to the State of New Jersey Urban Enterprise Zone Authority for funds in the amount of $52,000 for the purpose of addressing administrative costs and expenditures of the City of Long Branch UEZ Program and the Mayor recommends that the Authority approves the UEZ Administrative Proposal for 2007/ 2008.

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ABSTAIN:

City of Long Branch

UEZ Administrative Budget

Please enter infromation only into cells that are green

Budget Category	Previous UEZ FY Budget (FY06)	Current UEZ FY Budget (FY07)
Advertising		
Advertising Services	$1,500.00	$0.00
Advertisements	$1,400.00	$1,400.00
Brochures and Publications	$1,200.00	$0.00
Marketing	$1,500.00	$1,500.00
Other	$0.00	$0.00
Sub Total		**$2,900.00**
Operating Expenses		
Telephone	$277.00	$300.00
Postage	$0.00	$0.00
Staff Training	$300.00	$0.00
Office Space Rent	$0.00	$8,000.00
Travel	$450.00	$450.00
Maintenance and Repair	$1,000.00	$0.00
Conferences and Conventions	$1,500.00	$1,500.00
Insurance	$0.00	$0.00
Memberships - Organization/Institution	$500.00	$300.00
Subscriptions, Books, Publications	$300.00	$0.00
Fuel and Utilities	$0.00	$624.00
Water and Sewage	$0.00	$0.00
Software	$0.00	$0.00
Equipment Rental	$0.00	$0.00
Maintenance of Computer Equip & Soft	$600.00	$500.00
Household	$0.00	$0.00
Associated Costs for non-UEZ Personnel	$0.00	$0.00
Other	$546.00	$0.00
Sub Total		**$11,674.00**
TOTAL BUDGETED COSTS	**$52,000.00**	**$52,000.00**

City of Long Branch
UEZ Administrative Budget

Please enter infromation only into cells that are green

Budget Category	Previous UEZ FY Budget (FY06)	Current UEZ FY Budget (FY07)
Personnel		
UEZ Salaries (From B1)	$27,900.00	$35,926.00
UEZ Fringe Benefits (From B1)	$8,027.00	$0.00
Overtime	$0.00	$0.00
Sub Total		**$35,926.00**
Materials and Supplies		
Paper	$500.00	$0.00
Printing	$500.00	$0.00
Office Supplies	$2,000.00	$1,500.00
Notary	$0.00	$0.00
Data Processing	$0.00	$0.00
Photocopy and Microfilm	$500.00	$0.00
Reference Books	$0.00	$0.00
Household and Supply	$0.00	$0.00
Other Materials and Supplies	$0.00	$0.00
Sub Total		**$1,500.00**
Equipment		
Fixed Assets	$1,500.00	$0.00
Equipment Lease Purchase	$0.00	$0.00
Other	$0.00	$0.00
Sub Total		**$0.00**
Professional Services		
Legal Services	$0.00	$0.00
Accounting Services	$0.00	$0.00
Auditing Services	$0.00	$0.00
Management Studies	$0.00	$0.00
Information Processing, Development	$0.00	$0.00
Other	$0.00	$0.00
Sub Total		**$0.00**

R# 21-07

RESOLUTION TO ADOPT THE URBAN ENTERPRISE ZONE PROGRAM TO MARKET BUSINESS DEVELOPMENT FOR THE BROADWAY CORRIDOR AND OTHER URBAN ENTERPRISE ZONES IN THE CITY OF LONG BRANCH

WHEREAS, the UEZ of the City of Long Branch has recommended to the City Council of the City of Long Branch that $201, 000 of UEZ Zone Assistance Funds be spent on the UEZ Marketing and Business Development Project for the 2007 / 2008 Program Year. The Broadway corridor and other Urban Enterprise Zones will be marketed to promote the UEZ Program and business development; and

WHEREAS, the governing body of the City of Long Branch is a qualified municipality participating in the Urban Enterprise Zone Program as designated and recognized by the State of New Jersey and the City of Long Branch Urban Enterprise Zone Program has been established for the City as a designated and certified zone; and

WHEREAS, the funds that are generated through the UEZ are now deposited in the Urban Enterprise Zone Assistance Fund, maintained by the State of New Jersey and are credited to the account of the City of Long Branch by the Treasurer State of New Jersey: and

WHEREAS, this Resolution represents a proposal that is eligible for consideration of funding under the provisions of the Urban Enterprise Zone Act Public 1993, Chapter 367 and there is sufficient funding available to cover the cost of the proposal: and

WHEREAS, a budget for the project is attached to this Resolution as exhibit A; and

WHEREAS, the City of Long Branch, through the UEZ, is committed to providing job creation and economic development for residents and merchants; and

WHEREAS, the completion of this project will provide for the creation of jobs, economic development opportunities and other improvement projects that will benefit residents and business owners in Long Branch; and

WHEREAS, this project is an example of activities that can be accomplished to revitalize the City and to bring about community development, business and economic development that are needed in Long Branch; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby ratifies the recommendation of the local UEZ Board of Directors and requests tat the New Jersey State UEZ Board of Commissioners authorize funding in the amount of

$201,000 for the purpose of the UEZ Broadway Marketing and Business Development Project for 2007/2008.

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ABSTAIN:

New Jersey Commerce & Economic Growth Commission
Urban Enterprise Zone Authority
Urban Enterprise Zone Assistance Fund Project Proposal Application

DETAILED PROJECT COSTS

Professional Services	
Redevelopment Consultant	$40,000
Business Development Coordinator	$8,000
Sub-total	**$48,000**
Administration	
Base Salary Service Technician	$20,000
Operating Expenses	
Supplies (paper, pens clips, file folders, envelopes, tapes, cassettes, Ink cartridges, film, notepads, scissors, pins, tacks, stamp pads, Whiteout, markers, chords, cables, file boxes, toiletries, sprays, Cleansers, broom, dustpan, typewriter ribbon and parts, Calendar desk mats, computer cleaners and brushes, Index cards, Notebooks, staples, staplers, clips, business cards, tape, glue, Diskettes, locks, office signage, supplies for Computer and fax machine, etc.	$3,000
Conference Materials and Display Items	$1,000
Film Development/ Photo copies	$1,000
Utilities (electric and gas)	$2,500
Phone/Pager Service/ Communication Service	$2,500
Travel/ Hotel, Vehicle Expenses	$1,500
Sub-Total	**$11,500**
Equipment	
Office Equipment: computer system ($2,500); new phone system ($1,000), Digital Camera with Projector ($800), laminator ($50), **Furniture:** folding tables (40x$50) ($2,000), folding chairs (50x$40)($2,000), Office Desk (work station, $1,200), computer table ($200), Office Display Boards ($250)	$10,000
Computer Software	$2,000
Equipment Maintenance Agreement/ Service Contracts	$4,000
Maintenance Tools and Items/ Engine Oils/ Supplies, etc.	$3,500
Sub-Total	**$19,500**
Marketing Activities	
Special Events: Races:(Broadway Classic $1,500; L.B. Marathon, $1,000 Broadway Concerts (3) $2,100; Flea Markets, $1,500; Productions/ Publications, $3,900	$10,000
Concerts/ Cruise Nights/ Shows/ Special Services (30 events)	$40,000
Conferences/ Seminars/Meetings, $3,000; Marketing Materials, $12,000	$15,000
Beautification Materials/ Banners and Brackets, $2,500; Planters/ Flowers, $7,500; Holiday decorations/Signage, $5,000	$20,000
Advertising Agency/ Advertisements/ Publications/ Web-site	$36,000
Sub-total	**$121,000**

Total UEZ Budget.....**$ 220,000**

Exhibit A

R# 22-01

RESOLUTION AUTHORIZING ANNUAL CONTRACTS FOR VETERINARY SERVICES

WHEREAS, the City of Long Branch has the need to provide for veterinary services in conjunction with its Animal Control Program, and has recommended that, in order to provide services on a 24/7 basis, the City contract with two veterinary hospitals, one as a primary, and one as back-up when the primary is not available; and

WHEREAS, the City Director of Health has recommended that an annual contract be authorized to Dr. Raymond Smith, DVM, of Long Branch Animal Hospital as the City's veterinarian, and further recommends that a contract for back-up services be awarded to Red Bank Animal Hospital, in accordance with the fee schedules annexed hereto; and

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

WHEREAS, these contracts are issued as open-ended contracts and during the contract year certification of funds will be provided by issuance of a Purchase Order at the time of need for services, based upon availability of City funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes an annual contract with **Dr. Raymond Smith, DVM, of Long Branch Animal Hospital** as the primary veterinarian and an annual contract with **Red Bank Animal Hospital** for back up veterinary services.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contract, and , based upon request of the Department of Administration and availability of funds, the Purchasing Agent is authorized to issue purchase orders for the various matters covered under this contract.

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ABSTAIN:

R# 23-07

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:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on _____.

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 _____ day of _____, 2007

_____
Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of January 23, 2007. 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 & Drug Office - January 2007	*	9,058.33
A & L Auto Repair	Towing - 10/14 & 12/18/2006 - Police Vehicle #11 & #35 - DPW		60.00
A T & T	Utilities - Telephones - 12/21/2006 - Various Locations	*	75.30
A.E.C. Distributing	Misc. Supplies for Municipal Garage		944.08
Action Flag	Flags for Parks Dept. - DPW		525.64
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 1/2/2007 - DPW		7,103.85
Atlantic Printing & Coating	Truck Rental - 11/28/2006 - Haul Blacktop to Pave Parking Lot - Fire Headquarters		637.50
Beverly Baxter	Ceramic Instruction - 12/19 & 12/21/2006 - Senior Affairs	*	300.00
Beyer Bros. Corp.	Misc. Automotive Parts - Various Vehicles - DPW		238.67
Bottom Line	Various Stamps - Planning / Zoning & Purchasing		213.40
Brookdale Community College	Full Page Ad - Wilbur Ray Scholarship Dinner - 3/9/2007 - Mayor's Office		100.00
Carol Thompson-Mellaci	Reimbursement - 4th Quarter Mileage - League of Municipalities - Purchasing Dept.		41.00
Centra State Health Awareness Center	Drug Prevention Program - 1/5/2007 - Coastal Monmouth Drug Alliance		200.00
Central Towing & Recovery	Towing - 12/13/2006 - Fire Police Van #25-99 - Fire Dept.		71.50
Chamlin, Rosen, Uliano & Witherington	Legal Representation - State vs. Delacruz		306.00
Christmas Spectacular	Bulbs & Sockets for Holiday Decorations - Community Dev.		280.68
City of Long Branch Clearing Account	Reimburse Clearing Account	*	500,009.38
City of Long Branch Clearing Account	Reimburse Clearing Account	*	770,805.62
City of Long Branch Clearing Account	Reimburse Clearing Account	*	748,514.57
City of Long Branch Current Account	Transfer of Funds	*	2,000,000.00
City of Long Branch Current Account	Transfer of Funds	*	2,000,000.00
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	720,152.10
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	28,362.47
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	37,246.66
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	733,558.96
Clayton Block	Mason Materials - December 2006 - DPW		119.89
Continental Fire & Safety	Helmets & Shields - Fire Dept.		1,258.00
Cougar Electronics Tool & Equipment Repair	Service Call for Tire Changer at Municipal Garage - DPW		95.00
CWA Local 1034, Branch 4	Dental / Vision - January 2007	*	5,800.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Daumann Recycling	Disposal of Leaves - December 2006		2,943.00	Pymt #5
Douglas Auto Electric	Electrical Work - Fire Police Van #25-99 - Fire Dept.		200.00	
Dunkin Donuts / Baskin Robbins	Coffee & Donuts - Homicide Investigation - 12/20/2006 - Police Dept.		36.66	
Edwards Tire	Tires - Various Vehicles - DPW		1,326.10	
Elite Forms	Envelopes & Letterheads - Replenish Central Supply		2,398.00	
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW		718.76	
Fine Fare	Party Supplies for Holiday Party - 12/20/2006 - Recreation Dept.		200.39	
Fire & Safety Services	Inspection of Brakes - Fire #25-6-75 - Fire Dept.		824.19	
Flaghouse	Soccer Goals - Indoor Soccer Program - Recreation Dept.		833.85	
Foley Inc.	Replace Windshield - Public Works Vehicle #257 - DPW		78.14	
Ford Motor Credit	Lease / Purchase Vehicles - January / March 2007	*	17,012.72	
Fort Dearborn Life Insurance	Life Insurance - January 2007	*	1,291.92	
Garden State Bobcat	(3) Portable Light Towers - Used for Emergencies & Special Events - OEM		12,900.00	
Health Net of New Jersey	Health Benefits - January 2007	*	90,998.73	
Horizon Blue Cross Blue Shield	Dental Benefits - January 2007	*	16,000.57	
Horizon Blue Cross Blue Shield	Health Benefits - January 2007	*	221,021.05	
Hunter Jersey Peterbilt	Clutch Pads - Various Vehicles & DPW Stock		50.26	
I. E. I.	Wall Mounts for Computers in Booking Room - Police Dept.	*	279.96	
Jamm Printing	Complaint/Request Forms - Health Dept.		140.00	
Jersey Central Power & Light	Utilities - Electric - 10/27-01/03/2007 - Various Locations	*	20,978.53	
Jersey Coast Fire Equipment	Water Recharge at DPW Office		47.95	
John Guire Co.	Chain Saw for Parks Dept. - DPW		229.10	
Joshua Bard	Reimbursement - Coffee/Donuts - Homicide Investigation - 12/14/2006 - Police Dept.		13.99	
Kaldor	Strobe Lights for DPW Vehicles		1,255.92	
Kimberly Bradle	Yoga Instruction - 12/21/2006 - Senior Affairs		51.00	
L.G.C.C.C.	Application Fee for Christian Brothers Academy	*	40.00	
Lanigan Assoc.	Handlights & Pepper Spray for Inventory - Building Dept. / Police Dept.		494.00	
Lee Battery Service	Batteries for Police Dept.		508.94	
Lesco	Chemicals for Traux Park - DPW		464.29	
Long Branch Chamber of Commerce	Rent for Community Development - January 2007	*	1,500.00	
Long Branch Public Library	Contribution	*	78,072.53	
Lous Uniforms	Uniform - White & Camacho - Police Dept.		376.00	
Lubavitch Center	Holiday Decorations - Community Dev.	*	1,170.00	
Magnum Condemerx Corp.	Concrete - Long Branch Ave. - Soccer Field	*	17,250.00	
Maria Garcia-Malave	Spanish Interpreting - December 2006 - Municipal Court		570.00	
Mazza & Sons	Recycling of Tires - December 2006 - DPW		296.40	
Mazza & Sons	Disposal of Bulky Waste - December 2006		9,854.88	Pymt #10

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Mid-Atlantic Fire & Air	Six Month Service for Air System - Fire Headquarters		700.93
Mid-Atlantic Truck Center	Wiper Arms - Public Works Vehicle #144, #155 & #166 - DPW		127.70
Monmouth Cnty Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 12/1-12/29/2006 - DPW		79,886.73
Motor Vehicle Services	Motor Vehicle Titles - DPW	*	80.00
Municipal Information Systems	Software / Maintenance - Building Dept - Construction Office		5,000.00
Naylors Auto Parts	Misc. Supplies for Municipal Garage		312.24
NJ American Water	Utilities - Water - 11/7-12/27/2006 - Various Locations	*	13,472.25
Office Depot	Office Supplies - Various Depts.		1,885.04
Operation Life	Rental Fee for Use of OL Building as Polling Place June / Nov. 2006 Elections - City Clerk		400.00
Otilia Silva	Portuguese Interpreting - December 2006 - Municipal Court		510.00
Perry's Trophy	Plaques for Training Division & Recognition Awards - Fire Dept.		1,154.00
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 12/12/2006 - DPW		15,020.01
Petty Cash Fund c/o Ronald J. Melhorn Sr.	Petty Cash	*	500.00
Pitney Bowes	Postage Meter Rental - 8/03-12/31/2006 - Central Postage		414.40
Positively Yours	Replacement Puppets - Human Services		186.94
Prevention First	Life Skills Training Class - 1/3-1/4/2007 - Shannon Berry - Human Services		150.00
Public Employees' Retirement System	Late Penalty - Pension Enrollment	*	3,067.35
Rittenhouse-Kerr Ford	Misc. Automotive Parts - Various Vehicles - DPW		526.77
Roto-Rooter Sewer & Drain Service	Service Call for City Hall Building - Police Dept.		180.00
Russomano Enterprises	Rent for DPW - January 2007	*	500.00
Satellite Self Storage	Storage Fees - Delores Smith - January 2007 - Community Dev.	*	478.50
Seaboard Welding Supply	Welding Materials for Municipal Garage		402.40
Seely Equipment & Supply	Asphalt Tarps & Misc. Parts for Snow Plows - DPW		1,294.00
Semcor Equipment & Manufacturing Corp.	Pipe Cutter Rental for Repairs in Rest Room - Police Dept.		18.00
Siperstein West End Paint	Paint for Spreaders - DPW & Police Booking Room		423.64
Stavola Asphalt	Road Materials - Atlantic Ave. & Repair Pot Holes - DPW		863.29
Stelair Design Corp.	Shirts - Fire Prevention Inspectors / Investigation Staff		519.60
Steve Rubin, Esq.	Meal Reimbursement - Crimes & Terrorism Conference - 10/28-11/1/2006 - Police Dept.		111.34
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 12/15-1/04/2007 - Community Dev.		892.50
Tanknology	Drop Tube w/ Overfill Valve - DPW		674.50
Tanner North Jersey	File Cabinet - Planning Dept.		721.50
Treasurer, State of NJ	Fourth Quarter State Training Fees	*	7,430.00
Treasurer, State of NJ - 1983 Green Trust	Interest & Principal on Green Trust Loan - Ocean Front Promenade	*	11,659.35
Treasurer, State of NJ - 1987 Green Trust	Interest & Principal on Green Trust Loan - Jackson Woods	*	20,803.52
Treasurer, State of NJ - Domestic Partnership	Domestic Partner Fees - 4th Quarter 2006	*	25.00
Treasurer, State of NJ - Human Services	Marriage License Fees - 4th Quarter 2006	*	1,400.00
Troil Enterprises	Windshield Wiper Fluid for Municipal Garage		216.70

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

U S Municipal Supply	Curb Bumpers for Snow Plows - DPW		298.06
Vision Service Plan	Vision - January 2007	*	1,329.02
W.B. Mason	Misc. Office Furniture - Building Dept.		560.00
Warshauer Electric Supply	Electrical Materials for OEM Building at Fire Headquarters - DPW		556.60
Zaf's Service Center	Gasoline for Police Motorcycles - December 2006 - DPW		15.27
TOTAL CURRENT			**8,243,273.58**
Biddle Consulting Group	Computer Software - Police Dept.		3,554.00
Builders General Supply	Plywood for OEM Building Located at Fire Headquarters - DPW		897.79
Satellite Self Storage	Storage Fees - Delores Smith - January 2007 - Community Dev.	*	478.50
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 1/04/2007 - Community Dev.		892.50
TOTAL CAPITAL			**5,822.79**
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,896.33
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,628.28
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,441.34
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	4,125.75
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	315.59
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	329.87
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	4,298.41
Fort Dearborn Life Insurance	Life Insurance - January 2007	*	2.94
Health Net of New Jersey	Health Benefits - January 2007	*	1,157.99
Horizon Blue Cross Blue Shield	Dental Benefits - January 2007	*	177.94
Horizon Blue Cross Blue Shield	Health Benefits - January 2007	*	526.00
Vision Service Plan	Vision - January 2007	*	31.46
TOTAL DOG			**21,931.90**

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Academy Express	Senior Activities Annual Trip - 12/09/2006 - Community Dev.		1,006.05
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,703.10
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,391.16
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,403.36
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	7,053.20
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	350.16
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	351.47
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	7,039.69
First Looks Business Signatures	Design & Layout for Annual City Calendar - Community Dev.		5,750.00
Fort Dearborn Life Insurance	Life Insurance - January 2007	*	9.80
Health Net of New Jersey	Health Benefits - January 2007	*	1,157.99
Horizon Blue Cross Blue Shield	Dental Benefits - January 2007	*	147.76
Horizon Blue Cross Blue Shield	Health Benefits - January 2007	*	1,362.03
Long Branch Sewer Authority	Connection Fee - 3 Bay Ave. - Community Dev.	*	8,011.00
Vision Service Plan	Vision - January 2007	*	25.52
TOTAL HUD			**49,762.29**

City of Long Branch Clearing Account	Reimburse Clearing Account	*	13,147.99
City of Long Branch Clearing Account	Reimburse Clearing Account	*	136,648.86
City of Long Branch Clearing Account	Reimburse Clearing Account	*	12,073.87
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	11,837.87
City of Long Branch Payroll Agency	Payroll Dated 12/29/2006	*	236.00
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	229.85
City of Long Branch Payroll Agency	Payroll Dated 01/12/2007	*	136,419.01
Crossmatch Technologies	Return of Bid Deposit	*	5,422.90
Ernestine Juett / Donna Juett	RCA Housing Rehab Program - 134 Elmwood Ave. - Community Dev.		14,550.00
Fidelity Tax	Tax Sale Premium	*	6,000.00
Fine Fare	Eggnog for Holiday Party - 12/21/2006 - Recreation Dept.		35.99
Fort Dearborn Life Insurance	Life Insurance - January 2007	*	0.98
Global Govt. / Education Solutions	Computer Supplies for Library Camera System - IT Dept.		777.96
Health Net of New Jersey	Health Benefits - January 2007	*	1,637.47
Horizon Blue Cross Blue Shield	Dental Benefits - January 2007	*	73.88
Jamm Printing	Folders - Recreation Dept.		369.00
New Jersey Road Runners Club	Outside Police Overtime		2,299.84

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Vision Service Plan	Vision - January 2007	*	12.76
TOTAL TRUST OTHER			**341,774.23**

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE