

**RESOLUTIONS ADOPTED BY CITY COUNCIL MARCH 27, 2012**

**R56-12** RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE SSR INC. TO BICXL LLC STATE LICENSE #1325-33-030-005 **(HELD OVER) (REMOVED)**

**R75-12** RESOLUTION AWARDDING BID FOR MANHASSETT CREEK PARK PHASE II

**R76-12** RESOLUTION CALLING FOR THE RESTORATION OF ENERGY TAXES TO MUNICIPALITIES

**R77-12** RESOLUTION DONATION OF A 1994 AM GENERAL 2 ½ TON OEM TRUCK

**R78-12** RESOLUTION AUTHORIZING AUCTION OF ABANDONED VEHICLES

**R79-12** RESOLUTION OF NEED FROM MUNICIPALITY (WOODROW WILSON HOMES)

**R80-12** RESOLUTION OF THE LONG BRANCH CITY COUNCIL, MONMOUTH COUNTY, ENDORSING THE FINDINGS OF THE CITY PLANNER/ATTORNEY WITH REGARD TO THE LACK OF A DENSITY BONUS FOR THE GREGORY SCHOOL/GARRETT ANNEX PHASE 2

**R81-12** RESOLUTION TAX ABATEMENT (GREGORY PHASE II)

**R82-12** RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A CONTRACT WITH THE MONMOUTH COUNTY SPCA FROM MARCH 1, 2012 UNTIL FEBRUARY 28, 2013 FOR AN AMOUNT NOT TO EXCEED \$40,000.

**R83-12** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT (BLOCK 59 LOT 4.01)

**R84-12** RESOLUTION TO REFUND OVERPAYMENT OF 2011 TAXES (VARIOUS)

**R85-12** RESOLUTION 2011 BUDGET APPROPRIATION RESERVE TRANSFERS

**R86-12** RESOLUTION 2012 EMERGENCY TEMPORARY APPROPRIATIONS

**R87-12** RESOLUTION REQUESTING AUTHORIZATION TO THE CITY OF LONG BRANCH FINANCE DEPARTMENT TO PROVIDE URBAN ENTERPRISE ZONE PROGRAM FUNDS FOR SHUTTLE SERVICE WITHIN THE CITY

**R88-12** RESOLUTION TO AUTHORIZE THE URBAN ENTERPRISE ZONE MARKETING AND BUSINESS DEVELOPMENT PROJECT IN THE CITY OF LONG BRANCH FOR THE 2012 PROGRAM YEAR

**R89-12** RESOLUTION APPROVAL PAYMENT OF BILLS

**R90-12** RESOLUTION INTRODUCTION 2012 MUNICIPAL BUDGET

**R91-12** RESOLUTION AUTHORIZING THAT A CONTRACT BE ENTERED INTO FOR THE EMERGENT DEMOLITION OF A STRUCTURE LOCATED AT 518 SPRINGDALE AVENUE

R# 75-12

**RESOLUTION AUTHORIZING AWARD OF BID FOR IMPROVEMENTS TO  
MANHASSETT CREEK PARK PHASE II**

**WHEREAS**, the City of Long Branch has requested open public bids for a site work contract in conjunction with the Manahasset Creek Park contract; and

**WHEREAS**, bids were received on February 22, 2012 at the City of Long Branch Municipal Building for the receipt of bids for the award of bid for the improvements in Manahasset Creek Park Phase II; and

**WHEREAS**, the City Engineers, DW Smith, reviewed the received bids which were:

| <b>Bidder</b>              | <b>Base Bid Amount</b> |
|----------------------------|------------------------|
| Precise Construction       | \$697,350.00           |
| A-Tech Concrete            | \$528,600.00           |
| Rich Picerno Builders, LLC | \$538,706.00           |
| ROCON                      | \$599,695.00           |
| Gingerelli Brothers, Inc.  | \$698,000.00           |
| Cypreco Industries, Inc.   | \$933,758.00           |
| Helios Construction        | \$540,900.00           |
| APEX Enterprises of Union  | \$847,000.00;          |

and

**WHEREAS**, the bids were also reviewed by the City's consulting engineer, DW Smith; and

**WHEREAS**, a bid submitted by A-Tech Concrete failed to include an Affirmative Action Questionnaire and failed to submit a Public Works Contractor Registration Act/NJ Business Registration Certificate for its electrical contractor;

**WHEREAS**, guidance is given as to the Affirmative Action Questionnaire from N.J.S.A. 40A:11-23.2 which sets forth those mandatory items to be submitted with bids, the failure of which is deemed a fatal defect that cannot be cured: (a) a guarantee to accompany the bid; (b) a certificate from a surety company; (c) a statement of corporate ownership; (d) a listing of subcontractors pursuant to N.J.S.A. 40A:11-16; and (e) a document provided by the contracting agent in the bid plans specifications, or bid proposal documents for the bidder to acknowledge the

bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents; and

**WHEREAS**, the Affirmative Action Questionnaire which was not submitted with the bid is not one of the mandatory items as set forth in N.J.S.A. 40A:11-23.2;

**WHEREAS**, according to the bid document submission checklist accompanying the bid specification from the City the failure to provide this document (i.e. the Affirmative Action questionnaire) may be cause for the bid to be rejected; and

**WHEREAS** the rejection of the bid is not mandatory because of failure to provide the Affirmative Action Questionnaire; and

**WHEREAS**, a two-part analysis is applicable under New Jersey law in determining whether a specific noncompliance with the bid requirements in a local public contracts constitutes a substantial and hence non-waivable irregularity are (1) whether the effect of a waiver would be to deprive a municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements; and (2) whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition; and

**WHEREAS**, the failure of the bidder to provide the Affirmative Action Questionnaire is not only discretionary pursuant to the bid documents themselves, but according to the New Jersey case law  Tp. of River Vale v. R.J. Longo Construction co., Inc. 127 NJ Super, 207, 215-216 (Law Div. 1974), the omission does not deprive the City of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements and would not be of such a nature that waiver would adversely affect competitive bidding by placing one bidder in a position of advantage over other bidders; and

**WHEREAS**, with respect to the failure to submit a copy of the Public Works Contract Registration Act/NJ Business Registration Certificate is acknowledged that according to the a representative of D.W. Smith Associates, LLC, the project

engineer, the low bidder, A-Tech Concrete did not submit a copy of the Public Works Contract Registration Act/NJ Business Registration Certificate for their named electrical subcontractor, Pereira; and

**WHEREAS**, N.J.S.A. 40A:23.2 mandates that the low bidder provide a listing of subcontractors pursuant to N.J.S.A. 40A:11-6; and

**WHEREAS**, a review of the bid reveals that the low bidder did complete Page 16 of the bid by listing the subcontractors, but failed to submit a Business Registration Certificate; and

**WHEREAS**, However, "Bid Documents Submission Checklist" at C. lists those documents that may be included with the bid, and includes a "Copy of Bidder's & Named Contractor's Public Works Contractor Registration Certification"; and

**WHEREAS**, according to the bid itself, whether the low bidder wished to include the Registration Certificate would be discretionary to the bidder itself; and

**WHEREAS**, according to N.J.S.A. 34:11-56.55 "[E]ach contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal." (emphasis added); and

**WHEREAS**, the language of the bid itself is consistent with this statute requiring that the Certificates of Registration be provided prior to the awarding of the contract only, but not mandating that the Certificates of Registration accompany the bid itself; and

**WHEREAS** the failure to include the Bidder's Registration Certificate for Pereira Electric would not be a material defect and not disqualify the bidder A-Tech Concrete; and

**WHEREAS**, funds are available in an amount not to exceed \$528,600.00 in Account No. C-04-101-601 as certified to by the Chief Financial Officer of the City of Long Branch.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the bid of A-Tech Concrete be and the same is hereby accepted in an amount not to exceed \$528,600.00.

**BE IT FURTHER RESOLVED** that the bid is accepted conditionally and based upon the low bidder providing an Affirmative Action Questionnaire fully completed and satisfactory to the Purchasing Agent of the City of Long Branch and the consulting engineers, DW Smith, prior to the execution of the contract.

**BE IT FURTHER RESOLVED** that acceptance of the bid is further conditioned upon the lowest bidder, A-Tech Concrete, submitting prior to the execution of the contract, a Public Works Contractor Registration Act/New Jersey Business Registration Certificate for their electrical contractor Pereira Electric.

**BE IF FURTHER RESOLVED** that unless the contract is entered into and all conditions herein stated are completed within thirty (30) days of the date of the execution of this Resolution, then in that event the contract shall not be accepted by the municipality and the contract then be awarded to the second lowest bidder, Rich Picerno Builders, LLC in the amount of \$538,706.00.

**BE IF FURTHER RESOLVED**, be and the same is hereby authorized to enter into a contract with A-Tech Concrete in an amount not to exceed \$528,600.00 as per the bid specifications provided by the City of Long Branch and as responded to by A-Tech Concrete.

MOVED: *Sirianni*  
SECONDED: *Pallone*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON MARCH 27, 2012  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 27th DAY OF MARCH, 2012  
*Kathy L. Schemel*

CITY OF LONG BRANCH  
344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
DEPARTMENT OF FINANCE  
OFFICE OF THE DIRECTOR

CERTIFICATION OF FUNDS

03/23/2012

As Chief Financial Officer of the City of Long Branch, I certify that funds are available for the award of the following:

Improvements to Manahasset Creek Park Phase II

Said award is to be made to the following Agency / Vendor, in the following amount

|                 |              |
|-----------------|--------------|
| A-Tech Concrete | \$528,600.00 |
|-----------------|--------------|

Said funds being available in the form of:

|   |                     |
|---|---------------------|
| General Capital Account<br>C-04-101-601 | \$528,600.00        |
|   | <u>\$528,600.00</u> |

  
Ronald J. Mehlhorn Sr., C.P.A., R.M.A.  
Director of Finance (C.F.O.)

R# 76-12

**RESOLUTION CALLING FOR THE RESTORATION OF  
ENERGY TAXES TO MUNICIPALITIES**

**WHEREAS**, taxes on gas and electric utilities were originally collected by the host municipalities to be used for local purposes and to compensate the public for the use of their rights of way; and

**WHEREAS**, when the State made itself the collection agent for these taxes, it promised to dedicate the proceeds to municipal property tax relief; since, just as municipalities collect property taxes for the benefit of school districts, counties and other entities; the State is supposed to collect Energy Taxes for the benefit of municipal governments; and

**WHEREAS**, for years, though, State budget makers have diverted funding from Energy Taxes to fund State programs; and instead of being spent on local programs and services and used to offset property taxes, the money has been spent as successive Legislatures and Administrations have seen fit; and

**WHEREAS**, while the State may need to have the right to over-ride the statutory dedication of these revenues to local governments, in order to deal with emergencies and crises that may occur; current State policy makers should not exercise that right automatically; and

**WHEREAS**, while that right should be the exception, it has become the rule; and

**WHEREAS**, by using tactics such as reducing CMPTRA, which is also comprised of revenues that should be returned to municipalities, State Budget makers have been able to continue collecting Energy Taxes, while keeping additional revenue that should have been returned to provide property tax relief; and

**WHEREAS**, from \$72 million in State Fiscal Year 2005, to \$505 million in State Fiscal Year 2011, the State's diversion of Energy Taxes has continued to grow; and

**WHEREAS**, in 2008, 2009 and 2010 (SFY 2009, 2010 and 2011), funding for municipal revenue replacement was slashed by about \$26 million in 2008 and \$32 million in 2009, followed by losses of about \$271 million in 2010; and

**WHEREAS**, the cumulative impact of years of underfunding has left many municipalities with serious needs and burdensome property taxes; and

**WHEREAS**, local elected officials are in the best position to decide the best use for these resources, which were always intended to fund local programs and services;

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Long Branch, that we join with the League of Municipalities in calling for the immediate restoration of funding diverted from Energy Taxes intended for local use; and

**BE IT FURTHER RESOLVED**, that we, respectfully, call on State policy makers to end the diversion of our municipal resources to cover State spending and to provide us with this important tool to relieve the worst-in-the-nation property tax burden borne, for too long, by the people of New Jersey; and

**BE IT FINALLY RESOLVED**, that copies of this Resolution be forwarded to the Governor of the State of New Jersey, our State Legislators and the League of Municipalities.

MOVED: *Sirianni*  
SECONDED: *Pallone*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON *MARCH 27, 2012*  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS *28th* DAY OF *MARCH* 20*12*  
*Kathy L. Scheele*  
MUNICIPAL CLERK, C.R.C.

## ENERGY TAX TALKING POINTS

- The League's top property tax relief priority for 2012 is the restoration of funding diverted from Energy Taxes intended for local use.
- Taxes on gas and electric utilities were originally collected by the host municipalities.
- When the State made itself the collection agent for these taxes, it promised to dedicate the proceeds to return to municipalities for property tax relief.
- Just as municipalities collect property taxes for the benefit of school districts, counties and other entities, the State is supposed to collect Energy Taxes for the benefit of municipal governments and pass them back to towns.
- For years, however, State officials have diverted funding from Energy Taxes to fund State programs.
- Instead of being spent on local programs and services and used to offset property taxes, the money has been spent as successive Legislatures and Administrations have seen fit.
- The decision of the state to divert these revenues for its own use has been a major contributor to the increase in Local Property Taxes.
- From \$72 million in State Fiscal Year 2005, to \$505 million in State Fiscal Year 2011, the State's diversion of Energy Taxes has continued to grow.
- We know that due to a Court decision, the State has the right to over-ride the statutory dedication of these revenues to local governments.
- While the State may need such right in order to deal with emergencies and crises that occur, this authority should be restricted to major unanticipated emergencies and crisis as the rare exception. But it has become the rule.
- The cumulative impact of years of underfunding has left many municipalities with serious needs and burdensome property taxes.
- Local elected officials are in the best position to decide the best use for these resources, which monies were always intended to fund local programs and services.
- In 2008, 2009 and 2010 (SFY 2009, 2010 and 2011), funding for municipal revenue replacement was slashed by about \$26 million in 2008 and \$32 million in 2009, followed by losses of about \$271 million in 2010.
- The diversion of our municipal resources to cover State spending needs to end.
- We call on State policy makers to provide us with this important tool to relieve the worst-in-the-nation property tax burden borne for too long by the people of New Jersey.

For additional information, visit the League of Municipalities' Energy Tax Restoration Resource Center at <http://www.njslom.org/energy-tax-resource-center.html>.

You can also contact Bill Dressel or Jon Moran at 609-695-3481, ext. 122 or ext. 121 or [bdressel@njslom.com](mailto:bdressel@njslom.com) or [jmoran@njslom.com](mailto:jmoran@njslom.com)

R# 77-12

**RESOLUTION DONATION  
OF A 1994 AM GENERAL 2 ½ TON OEM TRUCK**

**WHEREAS**, the City of Long Branch Office of Emergency Management wishes to donate a 1994 AM GENERAL 2 ½ OEM Truck.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve the donation of one 1994 AM GENERAL 2 ½ Ton OEM Truck (Vin #96-39263 0940-10422) to the Board of Fire Commissioners, Township of Ocean Fire District #1.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT FOREGOING IS TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON *March 21, 2012*  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS *21st* DAY OF *MARCH*, 20*12*  
*Kathy Schelez*

R# 78-12

**RESOLUTION AUTHORIZING AUCTION OF ABANDONED VEHICLES**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on **FRIDAY, APRIL 13, 2012** at Long Branch City Hall, 344 Broadway, 2nd Floor, Long Branch, NJ.

**BE IT FURTHER RESOLVED**, that the prospective bidders be advised that the vehicles to be auctioned can be viewed at the location listed between the hours of 9 a.m. and 4 p.m., Monday through Friday prior to auction date.

**Below is a list of abandoned vehicles:**

- 1) 2001 Audi A4 Vin #WAUDC68D11A002190
- 2) 2001 Ford Taurus Vin #1FAFP55U11A246345
- 3) 2001 Chevy Impala Vin #2G1WH55K419225189
- 4) 2000 BMW 528 Vin #WBADM5340YBY17676

The above listed vehicles may be viewed at GPR Towing, 40 Third Avenue, Long Branch, NJ 07740

MOVED: Sirianni  
SECONDED: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON MARCH 27, 2012  
IN WITNESS WHEREOF, I HAVE HERETOFORE SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10<sup>TH</sup> DAY OF MARCH, 2012  
Kathy L. Schmeltz  
Municipal Clerk



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

To: Kathy Schmelz  
City Clerks Office

March 20, 2012

From: P.O. Cesare Simonelli  
Traffic Safety

Ref: Abandoned Vehicle Auction

Kathy,

Here is a list of the abandoned vehicles that GPR Towing currently has in the impound yard. We have the paperwork to auction these vehicles off at this time. I have listed the vehicles below.

**GPR Towing**

- 1.) 2001 Audi A4 Vin # WAUDC68D11A002190
- 2.) 2001 Ford Taurus Vin # 1FAFP55U11A246345
- 3.) 2001 Chevy Impala Vin # 2G1WH55K419225189
- 4.) 2000 BMW 528 Vin# WBADM5340YBY17676

Respectfully Submitted,

*P.O. Cesare Simonelli #298*  
Ptl. C. Simonelli #298  
Traffic Safety Division

R# 79-12

**RESOLUTION OF NEED FROM MUNICIPALITY**

WHEREAS, Pennrose Properties, LLC and Maestro Community Development Corporation (hereinafter referred to as the "Sponsor") proposes to construct a fifty-seven (57) unit affordable housing project (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Long Branch (hereinafter referred to as the "Municipality") on a site located at Lot 21, Block 160 as shown on the Official Assessment Map of the City of Long Branch, Monmouth County and commonly known as Woodrow Wilson Phase II in Long Branch, New Jersey; and

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

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

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

- (1) The Council finds and determines that the Woodrow Wilson Phase II 57 unit affordable rental Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

THIS RESOLUTION IS ADOPTED AS OF THIS 27th DAY OF MARCH, 2012 by the Council of the City of Long Branch, New Jersey.

Kathy Schmeiz, RMC  
CITY CLERK

Adam Schneider  
MAYOR

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

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHEMEIZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 27, 2012  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 27th DAY OF MARCH, 2012  
Kathy Schmeiz  
 MUNICIPAL CLERK, R.M.C.

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

THIS FINANCIAL AGREEMENT (hereinafter, the “Agreement”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012, between WOODROW WILSON HOUSING URBAN RENEWAL ASSOCIATES II LP, an urban renewal limited partnership of the State of New Jersey, having its principal office at c/o Pennrose Properties, LLC, 230 Wyoming Avenue, Kingston, Pennsylvania 18704, herein designated as the “Entity,” and the CITY OF LONG BRANCH, a municipal corporation in the County of Long Branch and the State of New Jersey, hereinafter designated as the “City.”

**WITNESSETH:**

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

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

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

(a) The Project is a fifty-seven (57) rental unit Low Income Housing Tax Credit project, comprised of a mix of one, two, three and four bedroom rental units located on the former site of a public housing development owned and operated by the City of Long Branch Housing Authority. The Project site is located within the central portion of the City of Long Branch. The 57 rental units will be located in 17 buildings that will be a mixture of duplexes, townhouses, and flat style dwellings. All 57 of the rental units will be leased exclusively to tenants whose incomes are at or below eighty percent (80%) of the area median income, and so qualifies as a "low and moderate income housing project" under the provisions of the New Jersey Long Term Tax Exemption Act and will be maintained as a low and moderate income housing project for a period of thirty (30) years from the completion of construction.

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

The Project represents the fourth step in the described community revitalization that is being undertaken by the City of Long Branch Housing Authority together with its chosen developer, Penrose Properties, LLC and Maestro Community Development Corporation. The Project is a key component of a proposed 168 unit revitalization project to include other affordable rental housing.

(c) The Woodrow Wilson Phase II site is currently owned by the City of Long Branch Housing Authority. It will be ground leased to the Entity, which is a New Jersey limited partnership that was formed by Penrose Properties, LLC and Maestro Community Development Corporation, and which will own the 57 rental units. The Entity was qualified as an “urban renewal” entity under the Law. The general partners of the Entity will be Penrose GP, LLC, an affiliate of Penrose Properties, LLC and Maestro Community Development Corporation, a 501(c)(3) entity and an affiliate of the City of Long Branch Housing Authority . The Entity will admit investor limited partner affiliates of \_\_\_\_\_ in connection with the Low Income Housing Tax Credit syndication of the Entity and Project. The ground lease will be for a ninety year term. Penrose Properties, LLC and Maestro Community Development Corporation will act as the co-developers of the 57 rental units and Wallace Roberts & Todd will serve as the project’s architect. The development team boasts a group of seasoned professionals with a breadth and depth of experience in the highest-quality affordable housing development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) When sent by the City to the Entity it shall be addressed to: Entity, c/o Pennrose Properties, LLC, One Brewery Park, 1301 North 31<sup>st</sup> Street, Philadelphia, Pennsylvania 19121, with a copy to Maestro Community Development Corporation, 2 Hope Lane, Long Branch, New Jersey 07740, unless prior to giving such notice the Entity shall have notified the City otherwise in writing.

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

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

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

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

However, any change made in the ownership of the Project which, as determined by the City in its reasonable discretion, would materially affect the terms of this Agreement, shall render this Agreement voidable unless approved by the City Council by resolution. It is understood and agreed that the City may, on written application by the Entity, consent to a sale

of the Project and the transfer of the Agreement to an urban renewal corporation or association eligible to function under the Law provided the Entity is not in default as respects any performance required of it hereunder and full compliance with the terms and conditions of N.J.S.A. 40A:20-1, et seq. has occurred and the Entity's obligation under this Agreement with the City is assumed by the transferee.

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

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

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

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

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

the Entity as the Annual Service Charge on the Project's improvements is determined after any review and examination by the City of the Entity's books and records and for submission to City of any auditor's reports pursuant to Paragraphs 12 and 13 above.

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

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

[remainder of page intentionally left blank]

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

ATTEST/WITNESS:

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

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

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

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

ATTEST:

CITY OF LONG BRANCH,  
a New Jersey Municipal Corporation

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

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

**Exhibit "1"**

**Application**

**Exhibit "A"**

**Project Sources and Uses (Projected)**

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

DEVELOPMENT BUDGET FUNDING SOURCES

| DEVELOPMENT BUDGET      |                     | FUNDING SOURCES       |                     |
|-------------------------|---------------------|-----------------------|---------------------|
| Land/Building Cost      | <u>\$199,500</u>    | LIHTC Equity          | <u>\$12,936,566</u> |
| Construction Cost       | <u>\$10,459,899</u> | Mortgage              | <u>\$1,000,000</u>  |
| Professional Fees       | <u>\$1,274,453</u>  | LBHA Loan             | <u>\$275,829</u>    |
| Carrying Costs/Fees     | <u>\$2,181,544</u>  |                       |                     |
| Marketing/Advertising   | <u>\$97,000</u>     |                       |                     |
| TOTAL DEVELOPMENT COSTS | <u>\$14,212,395</u> | TOTAL FUNDING SOURCES | <u>\$14,212,395</u> |

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

**Exhibit "B"**

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

**A. ANNUAL INCOME & OPERATING SCHEDULES**

| <b>ANTICIPATED GROSS RENTS</b> |              |                     |            |  |          |                                       |                |
|--------------------------------|--------------|---------------------|------------|--|----------|---------------------------------------|----------------|
| No. of Bedrooms                | No. of Units | Target ** Occupancy | Gross Rent | Allowance for Tenant Paid Utilities*** | Net Rent | Monthly                               | Annual         |
| 1                              | 2            | 57.5% AMI           | 989        | 105                                    | 884      | 1,768                                 | 21,216         |
| 2                              | 18           | 57.5% AMI           | 1,187      | 133                                    | 1,054    | 18,972                                | 227,664        |
| 3                              | 1            | 57.5% AMI           | 1,371      | 162                                    | 1,209    | 1,209                                 | 14,508         |
|                                |              |                     |            |  |          |                                       |                |
| 1                              | 2            | ACC                 | 250        | 105                                    | 145      | 290                                   | 3,480          |
| 2                              | 6            | ACC                 | 250        | 133                                    | 117      | 702                                   | 8,424          |
| 3                              | 6            | ACC                 | 250        | 162                                    | 88       | 528                                   | 6,336          |
| 4                              | 1            | ACC                 | 250        | 206                                    | 44       | 44                                    | 528            |
|                                |              |                     |            |  |          |                                       |                |
| 1                              | 2            | 47.5% AMI           | 817        | 105                                    | 712      | 1,424                                 | 17,088         |
| 2                              | 9            | 47.5% AMI           | 980        | 133                                    | 847      | 7,623                                 | 91,476         |
| 3                              | 8            | 47.5% AMI           | 1,132      | 162                                    | 970      | 7,760                                 | 93,120         |
| 4                              | 1            | 47.5% AMI           | 1,263      | 206                                    | 1,057    | 1,057                                 | 12,684         |
|                                |              |                     |            |  |          |                                       |                |
|                                |              |                     |            |  |          |                                       |                |
|                                |              |                     |            |  |          |                                       |                |
|                                |              |                     |            |  |          |                                       |                |
| Super's Apt.*                  | 3            | 1 Low               |            |  |          |                                       |                |
| <b>TOTALS</b>                  | <b>57</b>    |                     |            |  |          | <b>41,377</b>                         |                |
|                                |              |                     |            |  |          | <b>Anticipated Annual Gross Rents</b> | <b>496,524</b> |

|                         |                |
|-------------------------|----------------|
| <b>EXPENSES</b>         |                |
| Administrative          | 24,520         |
| Salaries                | 109,450        |
| Maintenance & Repairs   | 13,250         |
| Maintenance Contracts   | 34,300         |
| Property Management     | 30,780         |
| Real Estate Taxes       |                |
| Insurance               | 33,238         |
| Utilities               | 63,000         |
| Social Service Provider |                |
| Reserves                | 28,500         |
| Debt Service Payment    | 95,051         |
| Other                   |                |
|                         |                |
| <b>TOTAL EXPENSES</b>   | <b>432,089</b> |

**Exhibit "C"**

**Calculation of Annual Service Charge**

|  |                   |
|--|-------------------|
| a. Annual Revenue  | <u>\$496,524</u>  |
| b. Less: Vacancy Factor Amount (a * 7%)                        | <u>(\$34,757)</u> |
| c. Equals: Net Income (a-b)                                    | <u>\$461,767</u>  |
| d. Plus Operating Subsidy (15 units)                           | <u>\$34,200</u>   |
| e. Annual Revenue (c+d)  | <u>\$495,967</u>  |
| f. Annual Abatement Percentage Required<br>(Cannot exceed 15%) | <u>6.28%</u>      |
| g. Annual Amount of Payment in Lieu of Taxes<br>(e * f)        | <u>\$31,147</u>   |

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

RESOLUTION NO. 80 -2012

OF THE

**LONG BRANCH CITY COUNCIL, MONMOUTH COUNTY,  
ENDORING THE FINDINGS OF THE CITY PLANNER/ATTORNEY  
WITH REGARD TO THE LACK OF A DENSITY BONUS FOR  
THE GREGORY SCHOOL/GARRETT ANNEX PHASE 2**

WHEREAS, Gregory Phase 2 Associates, LLC, (hereinafter referred to as the "Sponsor") proposes to construct a 52 unit multi-family housing development for seniors (hereinafter referred to as the "Project") within the City of Long Branch (hereinafter referred to as the "Municipality") on a site described as Lot 1, Block 332 as shown on the Official Tax Assessment Map of the Municipality located in Monmouth County, New Jersey and commonly known as 7th Avenue and Joline Avenue, Long Branch, New Jersey; and

WHEREAS, all of the units in the Project will qualify as low or moderate income units (excepting the manager's apartment) under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations of the Council on Affordable Housing ("COAH"), N.J.A.C. 5:94 et seq. and N.J.A.C. 5:95 et seq. and the Uniform Housing Affordability Controls, N.J.A.C 5:94 et seq.; and

WHEREAS, the Sponsor shall be filing an application for low income housing tax credits (the "Tax Credits") with the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") to fund the development of the Project; and

WHEREAS, a project may not be eligible for Tax Credits if it has received a density bonus; and

WHEREAS, NJHMFA requires the Sponsor to obtain a letter from a professional with knowledge concerning the approval process and density bonuses stating that the Project has not received a density bonus, which letter must be endorsed by the City Council; and

WHEREAS, the City Planner has issued a letter (the "Confirmation of Density Bonus Letter"), a copy of which is attached, stating that the Project has not received a density bonus; and

WHEREAS, the City Council wishes to endorse the Confirmation of Density Bonus Letter.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby endorses the Confirmation of Density Bonus Letter.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized to sign this endorsement on behalf of the entire City Council.

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

\_\_\_\_\_  
Kathy Schmetz, R.M.C.  
City Clerk

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON MARCH 27, 2012  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 28<sup>th</sup> DAY OF MARCH 2012  
Kathy Schmetz  
MUNICIPAL CLERK, R.M.C.

(Date)

Debra Urban  
Director of Tax Credit Services  
New Jersey Housing and Mortgage Finance Agency  
P.O. Box 18550  
637 South Clinton Avenue  
Trenton, NJ 08650-2085

RE: Gregory School/Garrett Annex, Phase 2  
Block 332, Lot 1

Dear Ms. Urban:

I am the City Planner for the City of Long Branch and in that role have overseen the review on behalf of the municipality of the application for site plan approval filed by Gregory Phase 2 Associates, LLC.

I have reviewed the proposal for construction of the subject property as described in the sponsor's low income housing tax credit application to NJHMFA and have determined that the proposed project HAS NOT received a density bonus subsidy as defined as N.J.A.C. 5:80-33.2. Furthermore, this rule has not been evaded by failing to apply all or any portion of the bonus density to the low-or moderate-income units, by diverting all of any portion of the bonus density to other uses or by utilizing any other device in which all or any portion of the bonus density is not used to subsidize the low-or moderate-income housing.

If you have any questions with regard to this letter, I may be reached at (732) 571-5647.

Sincerely,

Carl H. Turner  
On Behalf of the City of Long Branch

## LETTER OF MUNICIPAL SUPPORT

*[MUNICIPAL LETTERHEAD]*

*[DATE]*

Debra Urban  
DIRECTOR  
DIVISION OF TAX CREDIT SERVICES  
NEW JERSEY HOUSNG AND MORTGAGE FINANCE AGENCY  
P.O. BOX 18550  
TRENTON, NJ 08650-2085

RE: Gregory School/Garrett Annex Phase 2

Dear Director:

On behalf of the City of Long Branch and Gregory Phase 2 Associates, LLC, it gives me great pleasure to submit this letter of support for the application for funding under the Low Income Housing Tax Credit Program for the Gregory School/Garrett Annex Phase 2.

The proposed 52 unit affordable rental housing development for seniors will be an important asset to our community. It will serve the citizens of both the City of Long Branch and Monmouth County in its provision of safe, decent affordable housing for our seniors.

This letter shall serve to acknowledge that the requirements under Section 42(m)(1)(A)(ii) of the Internal Revenue Code, which provides the chief executive officer of the local jurisdiction within which the project is located a reasonable opportunity to comment on the project, have been satisfied.

Please feel free to contact my office at (732) 571-5640, with any questions or comments and we look forward to your funding announcements.

Very truly yours,

Mayor Adam Schneider

R# 81-12

FORM OF  
TAX ABATEMENT RESOLUTION

WHEREAS, Gregory Phase 2 Associates, LLC (hereinafter referred to as the "Sponsor") proposes to construct an affordable rental housing development for seniors consisting of 52 units in a single building (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq., and all applicable guidelines (the foregoing hereinafter referred to as the "HMFA Requirements") within the municipality of Long Branch (hereinafter referred to as the "Municipality") on a site described as Lot 1, Block 332 as shown on the Official Assessment Map of the City of Long Branch, Monmouth County and commonly known as 7<sup>th</sup> Avenue & Joline Avenue, Long Branch, New Jersey; and

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

WHEREAS, the Project will be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

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

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

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

- (1) The Council finds and determines that the proposed Project will meet or meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project; and

- (3) The Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "B"; and
- (4) The Council hereby authorizes and directs the Mayor of the City of Long Branch to execute, on behalf of the municipality, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit "B"; and
- (5) The Council understands and agrees that the revenue projections set forth in Exhibit "A" are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the municipality shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and municipality.

Revised 2-23-04

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

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 27, 2012  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 28<sup>TH</sup> DAY OF MARCH, 2012  
Kathy L. Schmeltz  
 MUNICIPAL CLERK, I.E.C.

FORM OF  
AGREEMENT FOR PAYMENT IN LIEU OF TAXES  
(revised April 2006)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Gregory Phase 2 Associates, LLC, having an office at 20000 Horizon Way, Suite 180, Mt. Laurel, NJ 08054 (hereinafter the "Sponsor") and the City of Long Branch, a municipal corporation in the County of Monmouth and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

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

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated \_\_\_\_\_, 20\_\_\_\_, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land designated as Block 332, Lot 1 as shown on the Official Assessment Map of the City of Long Branch, and more commonly referred to as 7<sup>th</sup> Avenue & Joline Avenue, Long Branch, New Jersey.

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

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

- (1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in the amount equal to the current real estate taxes (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the

Municipality issues the Certificate of Occupancy for all of the units in the Project.

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

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

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

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

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

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

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

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

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

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

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

(a) When sent by the Municipality to the Sponsor, it shall be addressed to 20000 Horizon Way, Suite 180, Mt. Laurel, NJ 08054 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the City Clerk, 344 Broadway, Long Branch, New Jersey 07740 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of the Agreement by each party hereto.

ATTEST

Gregory Phase 2 Associates, LLC

\_\_\_\_\_

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

ATTEST

City of Long Branch

\_\_\_\_\_

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

Gregory School/Garrett Street Annex Phase II  
Agreement for Payment in Lieu of Taxes

Exhibit A

|  |                 |
|--|-----------------|
| Projected Annual Gross Rents                   | \$443,160       |
| Proforma Vacancy at 5%                         | (\$22,158)      |
| Minus Utilities                                | (\$61,200)      |
| Project Revenues                               | \$359,802       |
| Payment in Lieu Percentage                     | 6.28%           |
| <b>Annual Projected Payment in Lieu Amount</b> | <b>\$22,596</b> |

## Gregory School/Garrett Street Annex Phase II

### Estimated Annual Payments in Lieu of Taxes

|         |           |
|---------|-----------|
| Year 1  | \$ 22,596 |
| Year 2  | \$ 23,047 |
| Year 3  | \$ 23,508 |
| Year 4  | \$ 23,979 |
| Year 5  | \$ 24,458 |
| Year 6  | \$ 24,947 |
| Year 7  | \$ 25,446 |
| Year 8  | \$ 25,955 |
| Year 9  | \$ 26,474 |
| Year 10 | \$ 27,004 |
| Year 11 | \$ 27,544 |
| Year 12 | \$ 28,095 |
| Year 13 | \$ 28,657 |
| Year 14 | \$ 29,230 |
| Year 15 | \$ 29,814 |
| Year 16 | \$ 30,411 |
| Year 17 | \$ 31,019 |
| Year 18 | \$ 31,639 |
| Year 19 | \$ 32,272 |
| Year 20 | \$ 32,917 |
| Year 21 | \$ 33,576 |
| Year 22 | \$ 34,247 |
| Year 23 | \$ 34,932 |
| Year 24 | \$ 35,631 |
| Year 25 | \$ 36,344 |
| Year 26 | \$ 37,070 |
| Year 27 | \$ 37,812 |
| Year 28 | \$ 38,568 |
| Year 29 | \$ 39,339 |
| Year 30 | \$ 40,126 |

R# 82-12

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A CONTRACT WITH THE MONMOUTH COUNTY SPCA FROM MARCH 1, 2012 UNTIL FEBRUARY 28, 2013 FOR AN AMOUNT NOT TO EXCEED \$40,000**

**WHEREAS**, the City of Long Branch has previously contracted with the Monmouth County SPCA for services rendered by the SPCA to the City of Long Branch; and

**WHEREAS**, the City of Long Branch has previously entered into a contract from February 28, 2011 through March 1, 2012; and

**WHEREAS**, the City of Long Branch wishes to enter into a contract with the SPCA under the same terms and conditions as the previous contract (a copy of which is annexed hereto); and

**WHEREAS**, the funds to be expended by the City of Long Branch for this contract shall not be exceed \$40,000; and

**WHEREAS**, the funds are available in Account No. 2-03-000-215 in an amount not to exceed \$40,000 as certified to by the Chief Financial Officer of the City of Long Branch; and

**WHEREAS** contracting for services with the SPCA is a benefit for the residents of the City of Long Branch.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to enter into a contract for a period effective March 1, 2012 through February 28, 2013 in an amount not to exceed \$40,000

MOVED: Sirianni  
SECONDED: Pallone  
AYES: 5  
NAYES: 0  
ABSENT: 0  
Abstain: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 27, 2012 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 28th DAY OF MARCH 2012  
Kathy L. Schemel

CITY OF LONG BRANCH  
344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
DEPARTMENT OF FINANCE  
OFFICE OF THE DIRECTOR

CERTIFICATION OF FUNDS

03/22/2012

As Chief Financial Officer of the City of Long Branch, I certify that funds are available for the award of the following:

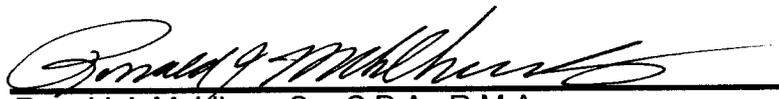
CONTRACT FOR ANIMAL SHELTER SERVICES

Said award is to be made to the following Agency / Vendor, in the following amount

|                      |             |
|----------------------|-------------|
| MONMOUTH COUNTY SPCA | \$40,000.00 |
|----------------------|-------------|

Said funds being available in the form of:

|                                      |                    |
|--------------------------------------|--------------------|
| ANIMAL CONTROL TRUST<br>2-03-000-215 | \$40,000.00        |
|                                      | <u>\$40,000.00</u> |



Ronald J. Mehlhorn Sr., C.P.A., R.M.A.  
Director of Finance (C.F.O.)

R# 83-12

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

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

**WHEREAS**, the taxes on the certain property for the tax year(s) are overpaid and,

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

**NOW THEREFORE BE IT RESOLVED**, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown below in the total amount of \$3,754.00.

| BLOCK | LOT  | NAME  | YEAR | AMOUNT   |
|-------|------|---|------|----------|
| 59    | 4.01 | Jay Pasternack in Trust for<br>Rappaport, Sandra<br>1066 Clifton Avenue, Suite 2<br>Clifton, NJ 07013 | 2010 | 3,754.00 |

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON MARCH 27, 2012  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 28<sup>TH</sup> DAY OF MARCH, 2012  
Kathy L. Schelez  
MUNICIPAL CLERK, E.T.C.

R# 84-12

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2011 TAXES**

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

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2012 taxes in the total amount of \$24,330.68.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, EMILY L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON MARCH 27, 2012  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 28th DAY OF MARCH 2012  
Emily L. Schwelz  
MUNICIPAL CLERK, R.M.C.

| <b>BLOCK</b> | <b>LOT</b> | <b>OWNER</b>  | <b>AMOUNT</b> |
|--------------|------------|---|---------------|
| 88           | 13.05      | Mortgage Service Center c/o CoreLogic<br>Account of: Guzzi, Alfred<br>PO Box 961250<br>Fort Worth, TX 76161-9887                | 534.01        |
| 101          | 4          | JPMorgan Chase Bank c/o CoreLogic<br>Account of: Iantosca, Michael & Isabella<br>PO Box 961250<br>Fort Worth, TX 76161-9887     | 2,099.19      |
| 135          | 12         | Mortgage Service Center c/o Corelogic<br>Account of: Chen Yenquen & Jane<br>PO Box 961250<br>Fort Worth, TX 76161-9887          | 1,578.67      |
| 160          | 10.02      | Nationstar Mortgage LLC c/o CoreLogic<br>Account of: Verdadeiro, Michael<br>PO Box 961250<br>Fort Worth, TX 76161-9887          | 2,493.98      |
| 218          | 3          | Dovenmuehle Mortgage c/o CoreLogic<br>Account of: Washington Manor Associates LTD<br>PO Box 961250<br>Fort Worth, TX 76161-9887 | 10,653.48     |
| 246          | 3          | Love In The Name of Christ<br>583 Broadway<br>Long Branch, NJ 07740   | 2.43          |
| 260          | 17         | Michael Mills in Trust for:<br>Timoney, Marianne<br>921 Main Street<br>Belmar, NJ 07719   | 1,020.65      |
| 268          | 21         | Wells Fargo Home Mortgage<br>Account of: Perez, Luis<br>One Home Campus<br>MACX2302-04D<br>Des Moines, IA 50328-0001            | 829.90        |
| 304.01       | 11         | JPMorgan Chase Bank c/o CoreLogic<br>Account of: Gershenbaum, Eric<br>PO Box 961250<br>Fort Worth, TX 76161-9887                | 3,600.98      |
| 489          | 9.81       | JPMorgan Chase Bank c/o CoreLogic<br>Account of: O'Connor, Patricia<br>PO Box 961250<br>Fort Worth, TX 76161-9887               | 1,517.39      |

R# 85-12

RESOLUTION  
2011 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.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON March 21, 2012  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 28th DAY OF March, 20 12  
Kathy L. Schmelz  
MUNICIPAL CLERK, P.M.

|   |                                |
|---|--------------------------------|
| <b>Budget Appropriation Reserves 2011</b> |                                |
|   | <b>Transfer<br/>03/27/2012</b> |

## Transfers "In"

|  |        |
|--|--------|
| Office of the Chief Administrator        |        |
| Miscellaneous Other Expense (Green City) | 150.00 |

## Total Transfers "In"

---

---

150.00

## Transfers "Out"

|   |        |
|---|--------|
| Disposal Costs (Sanitation and Recycling) |        |
| Other Expenses                            | 150.00 |

## Total Transfers "Out"

---

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150.00

R# 86-12

7

**RESOLUTION  
2012 EMERGENCY TEMPORARY APPROPRIATIONS**

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

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

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

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

WHEREAS the total emergency temporary resolutions adopted in the year 2012 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 ..... **\$ 17,514,483.43** in addition to the original temporary budget adopted January 1, 2012 in the amount of **\$15,399,248.73** for a total Year to Date temporary budget of **\$ 32,913,732.16**

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

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE CITY COUNCIL AT REGULAR MEETING HELD ON March 27, 2012  
IN WITNESS WHEREOF, I HAVE AFFIXED MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 28th DAY OF MARCH 2012  
Kathy L. Schmelz  
MUNICIPAL CLERK

|                                   |                                      |      |
|-----------------------------------|--------------------------------------|------|
| <b>Budget Appropriations 2012</b> | Emergency                            |      |
|                                   | Temporary                            |      |
|                                   | <b>Budget Approp.<br/>03/27/2012</b> | MEMO |

|   |                  |                                  |
|---|------------------|----------------------------------|
| Division of Personnel<br>Other Expenses   | 1,002.00         | Purchase PC                      |
| Office of the City Council<br>Other Expenses  | 2,500.00         | Computer Equip.                  |
| Office of the City Clerk<br>Other Expenses  | 1,000.00         | Computer Equip.                  |
| Division of Parks<br>Miscellaneous Other Expense  | 35,000.00        | Confined Space<br>Project        |
| Department of Public Safety<br>Division of Fire<br>Miscellaneous Other Expense (Uniforms) | 7,600.00         | Paid Fire Uniforms               |
| Department of Recreation<br>Office of the Director<br>Miscellaneous Other Expense         | 2,213.50         | Educational-<br>Employee Assist. |
| State of New Jersey<br>Body Armor Replacement Grant                                       | 8,284.50         | Grant                            |
|   | <u>57,600.00</u> |                                  |

R# 87-12

RESOLUTION REQUESTING AUTHORIZATION TO THE CITY OF LONG BRANCH  
FINANCE DEPARTMENT TO PROVIDE URBAN ENTERPRISE ZONE PROGRAM  
FUNDS FOR SHUTTLE SERVICE WITHIN THE CITY

**WHEREAS**, as a result of the City of Long Branch's designation as the Urban Enterprise Zone, qualified businesses are eligible to collect sales tax at the reduced rate of 3.5% as opposed to the full rate of 7%; and

**WHEREAS**, the monies collected at this reduced sales tax rate are deposited in the City of Long Branch Trust Account and are available for use by the City of Long Branch for programs and projects designed to promote economic development and job creation; and

**WHEREAS**, The Urban Enterprise Zone Development Corporation of the City of Long Branch, has requested authorization to use \$46,800 as per the annexed budget to provide shuttle service; and

**WHEREAS**, this service will benefit patrons and others within the Long Branch Urban Enterprise Zone; and

**WHEREAS**, the total estimated cost of this proposal is \$80,000 per shuttle bus service per annum which funding is provided by Meadowlands Transportation Brokerage Corporation D/B/A Meadowlink whose address is 144 Park Place East, Wood-Ridge NJ 07075 , and

**WHEREAS**, Long Branch agrees to pay 25% of the cost of the shuttle service, the rate being \$70 per revenue hour which calculates to Seventeen Dollars and Fifty Cents (\$17.50) per revenue hour for service to be provided from the period May 26<sup>th</sup> 2012 through September 30, 2012 for four days weekly as the City will be billed on a monthly basis for the use of two jitneys: and

**WHEREAS**, the proposal is an eligible use of Urban Enterprise Zone Assistance Funds under the provisions of the Urban Enterprise Zone Act P.L. 1993, Chapter 367.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize the Long Branch Department of Finance to provide funding for the Shuttle Service Project.

**BE IT FURTHER RESOLVED** that a copy of this resolution be recorded as the recommendation of the City of Long Branch to the New Jersey Urban Enterprise Zone Program in the New Jersey State Department of Community Affairs.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
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MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 27th DAY OF MARCH 2012  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

**UEZ Shuttle Service Project**  
**Budget**

**Shuttle Service**

|   |                  |
|---|------------------|
| <b>Operating Costs (2 buses).....</b>         | <b>\$33,600</b>  |
| <b>Advertising/ Marketing, Materials.....</b> | <b>\$10,000</b>  |
| <b>Supplies.....</b>                          | <b>\$3,200</b>   |
| <br>  |                  |
| <b>Meadowlink's share for two busses.....</b> | <b>\$100,800</b> |
| <br>  |                  |
| <b>Total Budget (City Share).....</b>         | <b>\$46,800</b>  |
| <br>  |                  |
| <b>Total Budget.....</b>                      | <b>\$147,600</b> |

**RESOLUTION TO AUTHORIZE THE URBAN ENTERPRISE ZONE MARKETING AND BUSINESS DEVELOPMENT PROJECT IN THE CITY OF LONG BRANCH FOR THE 2012 PROGRAM YEAR**

**WHEREAS,** the UEZ of the City of Long Branch has recommended to the City Council of the City of Long Branch that **\$78,600 OF UEZ Zone Assistance Funds** to be spent on the UEZ Marketing and Business Development Project for the 2012 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 Office of Finance, City of Long Branch and maintained by the Finance Director of the City of Long Branch in the State of New Jersey, also monitored by DCA of the 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 the period of the project be established from January 1, 2012 through December 31, 2012; 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, which includes the marketing of the UEZ Program, 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;

**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 that the Mayor and City Council authorize funding in the amount of **\$78,600 for the purpose of the UEZ Marketing and Business Development Project** for the 2012 Program Year.

|          |                |
|----------|----------------|
| OFFERED: | <u>Siranni</u> |
| SECOND:  | <u>Pallone</u> |
| AYES:    | <u>5</u>       |
| NAYES:   | <u>0</u>       |
| ABSENT:  | <u>0</u>       |
| ABSTAIN: | <u>0</u>       |

I, KIMMY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 27, 2012  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 28th DAY OF MARCH, 2012  
Kimmy L. Schemel  
 MUNICIPAL CLERK

## UEZ Marketing Project 2012

### **Items to be added to the existing project**

#### **Bands**

- 1) Billy Walton Band, \$2,000;
- 2) Solitude Jazz Trio, \$2,500;
- 3) Bob Berger Band, \$1,600;
- 4) After The Reign. \$1,500;
- 5) The Shots, \$1,500;
- 6) Philadelphia Funk, \$1,300;
- 7) The Nerds, \$3,000;
- 8) Motor City Review, \$3,500;
- 9) Brian Kirk, \$2,500;
- 10) Sirius Orchestra, \$2,500;
- 11) Nerds, \$3,000

#### **Other Activities**

##### **Sound and Lights**

- 12) Car Show July 14<sup>th</sup>, \$3,000;
- 13) Car Show August 18<sup>th</sup>, \$5,000;
- 14) 11 Blues Concerts, \$4,400;
- 15) 2 Pier Village Concerts, \$900;
- 16) Fireworks (LB Blues and Jazz Festival), \$5,000

##### **Other Line Items**

- 17) Oceanfest (Under Special Events) add \$4,000;
- 18) Program Analyst (\$15 per hr at 15 to 20 hrs per week)  
add \$10,400;
- 19) City Calendar (Under Advertising) add \$21,000;

**Total Additions, \$78,600**

R# 89-12

**RESOLUTION  
APPROVAL PAYMENT OF BILLS**

**WHEREAS**, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Sirianne  
SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

State of New Jersey  
County of Monmouth  
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on

MARCH 27, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the

City of Long Branch, Monmouth County, New Jersey  
this 28<sup>th</sup> day of MARCH, 2012

Kathy L. Schmelz  
Kathy L. Schmelz, City Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of March 27, 2012. 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 - April 2012  | 8,502.00   |           |
| A T & T                                    | Utilities - Telephone - February 2012 - Various Locations                              | 1,765.05   | *         |
| Allegra                                    | Construction Code Forms - Building Dept.   | 895.00     |           |
| Ambassador Medical Services                | Drug Testing - November & December 2011 - Human Services                               | 364.00     |           |
| Amercian Hose & Hydraulics Co.             | Misc. Parts for Plows - DPW  | 691.44     |           |
| Ansell, Zaro, Grimm & Aaron                | Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - February 2012 | 17,580.88  | *         |
| Ansell, Zaro, Grimm & Aaron                | Legal Services Rendered - Hotel Campus - February 2012                                 | 979.00     | *         |
| Ansell, Zaro, Grimm & Aaron                | Legal Services Rendered - Retainer - February 2012                                     | 2,500.00   | *         |
| Applied Video Tech, Inc.                   | 2012 Support & Maintenance Renewal - 3/1/12-2/28/13 - L.B. Cable Commission            | 865.00     |           |
| Atlantic Plumbing Supply Corp.             | Plumbing Materials for Fire Headquarters & DPW Garage                                  | 400.82     |           |
| Birdsall Services Group                    | Engineering Services Rendered - General Planning Board Services - January 2012         | 155.00     | Pymt #1   |
| Birdsall Services Group                    | Engineering Services Rendered - General Engineering - Jan and Feb 2012                 | 4,170.00   | Pymt #1-2 |
| Blaze Emergency Equipment, LLC.            | Misc. Parts - Various Fire Trucks - Fire Dept.   | 1,387.89   |           |
| Bradley Beach Bowl & Recreation Center     | Bowling for (22) Lifeskills Students - 1/13/12 - Coastal Monmouth Alliance             | 220.00     |           |
| Bullet Lock & Safe Co.                     | Misc. Keys/Locks - February 2012 - Police Dept. / DPW                                  | 357.50     |           |
| Cablevision Lightpath, Inc.                | Monthly Lease of Dark Fiber - March 2012 - IT-Admin.                                   | 1,500.00   |           |
| Central Jersey Starter & Alternator, Inc.  | Rebuild Alternator - PW #277 - DPW   | 470.00     |           |
| Century Office Products, Inc.              | Copier Maintenance - 2/24-5/24/12 - Various Depts.                                     | 714.01     |           |
| City of Long Branch Clearing Account       | Reimburse Clearing Account   | 21,159.88  | *         |
| City of Long Branch Clearing Account       | Reimburse Clearing Account   | 1,556.63   | *         |
| City of Long Branch Clearing Account       | Reimburse Clearing Account   | 145,561.65 | *         |
| City of Long Branch Clearing Account       | Reimburse Clearing Account   | 95,724.90  | *         |
| City of Long Branch Clearing Account       | Reimburse Clearing Account   | 812,635.27 | *         |
| City of Long Branch Payroll Agency Account | Payroll Dated 3/16/2012  | 33,104.42  | *         |
| City of Long Branch Payroll Agency Account | Payroll Dated 3/16/2012  | 779,530.85 | *         |
| Clayton Block Co.                          | Concrete for Bath Avenue - DPW   | 230.20     |           |
| Complete Security Systems, Inc.            | Fire Alarm Monitoring at Senior Center - 3/1/12-2/28/13 - DPW                          | 372.00     |           |
| County of Cape May                         | Course Registration - Class II Special - A. Debartolis - 5/2/11-6/27/11 - Police Dept. | 650.00     |           |
| Cristina N. Lipski                         | Spanish Interpreting Services - January / February 2012 - Municipal Court              | 1,080.00   |           |
| Deister Electronics USA, Inc.              | Additional Equipment for Existing Computer Accountability System - Police Dept.        | 19,000.00  |           |
| Dell Computer Corp.                        | Computer for OEM   | 1,016.76   |           |
| DiFrancesco, Bateman, Coley & Yospin       | Conflict Tax Appeals - February 2012   | 1,157.68   | Pymt #2   |
| E.M. Waterbury & Assoc.                    | Engineering Services Rendered - Zoning Board Engineer - January 2012                   | 90.00      | Pymt #1   |
| Ecolab                                     | Detergent/Sanitizer to Clean Turnout Gear - Fire Dept.                                 | 518.53     |           |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

|   |   |           |
|---|---|-----------|
| Edwards Tire Co.                                    | Tires for Various Vehicles - DPW / Fire Dept.   | 3,567.74  |
| Estate of Gerald Russomano Jr.                      | Rent for DPW - April 2012   | 681.62    |
| F & C Automotive Supply                             | Misc. Parts - Sanitation #20 & Stock - DPW  | 31.47     |
| Faith Teitelbaum                                    | Reimbursement for Seminar - NJ Land Conservation Rally - 3/10/12 - Green Initiative         | 80.00     |
| Fine Fare   | Food for Various Events in February & March 2012 - Senior Affairs / Recreation Dept.        | 366.93    |
| Flowers By Vanbrunt                                 | Flower Arrangement for D. Hart - Mayor's Office   | 50.00     |
| Ford Motor Credit Co.                               | (4) Lease/Purchase Vehicles - Police Dept.  | 2,673.39  |
| Freehold Ford, Inc.                                 | Misc. Parts - PD #21 - DPW  | 210.81    |
| Garden State Highway Products, Inc.                 | Materials for Traffic Dept.   | 270.00    |
| Gerald Carroll                                      | Reimbursement for Fee Paid for Membership to NJ-GMIS - IT-Admin.                            | 75.00     |
| Global Computer Supplies, Inc.                      | Computer Supplies - Various Depts.  | 2,567.31  |
| Greenbaum, Rowe, Smith & Davis                      | Legal Services Rendered - Krebs Litigation - January 2012                                   | 210.00    |
| Greenbaum, Rowe, Smith & Davis                      | Legal Services Rendered - General Redevelopment - February 2012                             | 749.80    |
| Greenbaum, Rowe, Smith & Davis                      | Legal Services Rendered - COAH/Planning - February 2012                                     | 701.40    |
| Greenbaum, Rowe, Smith & Davis                      | Legal Services Rendered - West of Pier - February 2012                                      | 10,313.72 |
| Greenbaum, Rowe, Smith & Davis                      | Legal Services Rendered - Hotel Campus - February 2012                                      | 3,120.52  |
| Hilsen Termite & Pest Control, Inc.                 | Integrated Pest Control - Various Locations - March 2012 - Health Dept.                     | 385.00    |
| Home Depot  | Various Building Supplies - Various Depts.  | 5,376.42  |
| Intercon Truck Equipment, Inc.                      | Misc. Parts - DPW   | 262.96    |
| International Association for Identification        | Application for Active Membership - Det. B. Garrett - Police Dept.                          | 70.00     |
| Jersey Central Power & Light                        | Utilities - Electric - (Street Lighting Included) - 9/29/11-3/1/12 - Various Locations      | 65,814.61 |
| Jesco, Inc.   | Misc. Parts - PW #98 & PW #104 - DPW  | 3,589.49  |
| John's Auto & Truck Repair                          | Alignment - OEM #937 - DPW  | 89.95     |
| Joshua Bard   | Reimbursement for Purchase of Sneakers - Damaged in Line of Duty on 10/22/11 - Police Dept. | 90.00     |
| Keer Electrical Supply Co.                          | Electrical Materials for DPW  | 951.67    |
| Keptel Water  | Water Cooler Rental - January & February 2012   | 28.00     |
| Lexis Nexis   | Accurint License - February 2012 - Police Dept.   | 50.00     |
| Lisa Gall   | Professional Services Rendered - Community Connections - February 2012                      | 80.00     |
| Long Branch Animal Hospital                         | Annual Shots - K-9 Bala - Police Dept.  | 418.00    |
| Long Branch Chamber of Commerce                     | Rent for CDBG - April 2012  | 1,650.00  |
| Lowe's  | Materials for Fire Chief's Office - DPW   | 160.10    |
| Maria Garcia-Malave                                 | Spanish Interpreting Services - January / February 2012 - Municipal Court                   | 1,110.00  |
| Mazza & Sons, Inc.                                  | Disposal of Bulky Waste - February 2012 - DPW   | 12,052.84 |
| Michael A. Irene, Jr. Esq.                          | Legal Services Rendered - Retainer - Zoning Board Attorney - February 2012                  | 1,000.00  |
| Modern Group, LTD.                                  | Misc. Parts - PW #F2 - DPW  | 80.57     |
| Monmouth County Fire Prevention & Protection Assoc. | (10) 2012 Membership Renewals - Fire Prevention / Building Dept.                            | 300.00    |
| Moore North America, Inc.                           | Safety Paper for Certified Copies - Health Dept.  | 437.50    |
| Municipal Record Service                            | Cash Bail Receipts - Municipal Court  | 222.00    |
| NAADAC  | Membership Dues - Peter Strub - Human Services  | 85.00     |
| New Jersey American Water Co.                       | Utilities - Water - (Hydrants Included) - 1/25-2/24/12 - Various Locations                  | 16,304.75 |
| New Jersey Motor Vehicle Commission                 | (4) Motor Vehicle Titles - DPW  | 12.00     |
| NJ Fire Equipment Co.                               | (9) Facemasks - Fire Dept.  | 2,125.48  |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

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|  |  |           |
|--|--|-----------|
| Norwood Auto Parts                               | Misc. Automotive Parts - February 2012 - DPW                                       | 84.42     |
| Otilia Silva                                     | Portuguese Interpreting Services - January / February 2012 - Municipal Court       | 1,080.00  |
| Party Fair                                       | Supplies for St. Patrick's Day Party - 3/15/12 - Senior Affairs                    | 192.88    |
| Perry's Trophy Co.                               | Keys to the City & Nameplate - Mayor's Office / Zoning Board                       | 1,337.00  |
| Petro King Service Co.                           | Fuel Dispensing Equipment at DPW   | 652.22    |
| Pine Belt Automotive                             | Misc. Parts - PD #4 - DPW  | 30.84     |
| PL Custom Body                                   | Misc. Parts - Truck #25-1-75 - Fire Dept.  | 714.00    |
| R & H Spring & Truck Repair, Inc.                | Replace Springs on Truck #25-4-90 - Fire Dept.                                     | 1,977.12  |
| Red The Uniform Tailor                           | Replacement Uniform Pants - SGT. J. Grippaldi - Police Dept.                       | 97.50     |
| Riggins, Inc.                                    | Unleaded Gasoline - Delivered on 2/17/12 - DPW                                     | 26,192.32 |
| Saker Shoprites, Inc.                            | Food for Various Events in March 2012 - Recreation Dept. / Senior Affairs          | 595.38    |
| Sal's Original                                   | Food for St. Patrick's Day Party - 3/15/12 - Senior Affairs                        | 1,369.89  |
| Sanitation Equipment Corp.                       | Filters for Sanitation Stock - DPW   | 190.28    |
| Scoles Floorshine Industries                     | Janitorial Supplies for Fire Dept.   | 85.70     |
| Sea Coast Chevrolet, Inc.                        | Misc. Parts - OEM #930 - DPW   | 94.99     |
| Seaboard Welding Supply, Inc.                    | Welding Supplies & Industrial Gases - February 2012 - DPW                          | 94.00     |
| Siperstein's                                     | Paint/Materials - January 2012 - DPW   | 157.64    |
| Smartsign  | 2012 Parking Permits - Police Dept.  | 390.00    |
| Solio's Millwork, LLC.                           | Lumber for Takanassee Lake - DPW   | 429.96    |
| Staples Advantage                                | Office Supplies - City Clerk's Office / Finance Dept.                              | 882.12    |
| Staples Contract & Commercial, LLC.              | ATS Mailers - Municipal Court  | 1,047.03  |
| Stavola Contracting Co.                          | Disposal of Concrete - DPW   | 109.55    |
| Stclair Design Corp.                             | Screen Charge for Logo on Sweatshirts for Basketball Coaches - Recreation Dept.    | 120.00    |
| TCI Systems, Inc.                                | Radio Equipment - Police Dept.   | 269.10    |
| TCTA Membership Services                         | 2012 Membership Dues - C. Tomas - Tax Collector                                    | 75.00     |
| The Link News                                    | Legal Ads/Calendar - October 2011 / January 2012 - City Clerk's Office             | 1,536.09  |
| Timothy McGoughran, Esq.                         | Conflict Judge - March 2012  | 400.00    |
| Toshiba Business Solutions                       | Ribbon Cartridge Assembly - Police Dept.   | 56.00     |
| Treasurer, State of NJ - Division of Fire Safety | Renewal for NJ Uniform Fire Code Subscription Service - K. Hayes - Fire Prevention | 30.00     |
| Treasurer, State of NJ - Division of Revenue     | NJ Pollutant Discharge Elimination System Permit Fee - DPW                         | 9,000.00  |
| U.S. Municipal Supply, Inc.                      | Misc. Parts for Spreaders - DPW  | 116.80    |
| Uline, Inc.                                      | Camera Equipment & Supplies - Police Dept.   | 163.95    |
| United Parcel Service                            | Ground Shipping - Various Depts.   | 68.36     |
| Up-Tite Fasteners, Inc.                          | Materials for Takanassee Lake - DPW  | 103.78    |
| Verizon  | Utilities - Telephone - Bills Dated 3/1 & 3/5/12 - Various Locations               | 9,960.53  |
| Verizon Communications                           | Utilities - Telephone - Bill Dated 2/25/12 - Various Depts.                        | 49.99     |
| Verizon Wireless                                 | Laptop Service - Bill Dated 2/12/12 - Various Depts.                               | 1,556.63  |
| W.B. Mason Co.                                   | Office Supplies - Purchasing Dept.   | 8.31      |
| W.W. Grainger, Inc.                              | Misc. Equipment - DPW  | 442.38    |
| William Bahamonde                                | Reimbursement for Purchase of Computer Equipment - Police Dept.                    | 398.96    |
| Y-Pers   | Rags - DPW   | 218.00    |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

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Pymt #2

**TOTAL CURRENT**

2,157,701.13

|                                      |   |   |                  |
|--------------------------------------|---|---|------------------|
| BBP, LLC.                            |   |   |                  |
| City of Long Branch Clearing Account | Professional Services Rendered - Pier Project Management - February 2012        |   | 6,202.50 Pymt #2 |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 890.00           |
| D.W. Smith Assoc.                    | Reimburse Clearing Account  | * | 31,115.00        |
| Greenbaum, Rowe, Smith & Davis       | Engineering Services Rendered - Manahassett Creek Park Phase II - February 2012 |   | 7,630.50 Pymt #1 |
|                                      | Legal Services Rendered - Pier Design - February 2012                           |   | 5,880.00 Pymt #2 |

**TOTAL CAPITAL**

51,718.00

|                                      |   |   |                     |
|--------------------------------------|---|---|---------------------|
| City of Long Branch Clearing Account | Reimburse Clearing Account                        | * | 205.61              |
| City of Long Branch Clearing Account | Reimburse Clearing Account                        | * | 3,758.86            |
| City of Long Branch Payroll Agency   | Payroll Dated 3/16/2012                           | * | 268.57              |
| City of Long Branch Payroll Agency   | Payroll Dated 3/16/2012                           | * | 3,490.29            |
| Monmouth County SPCA                 | Animal Shelter Services - January & February 2012 |   | 5,510.00 Final Pymt |

**TOTAL DOG**

13,233.33

|                                      |   |   |                      |
|--------------------------------------|---|---|----------------------|
| Becker's Tree Service, Inc.          | Removal of (3) Trees - 257 7th Avenue - Community Dev.                                    |   | 1,100.00             |
| Birdsall Engineering, Inc.           | Engineering Services Rendered - Soil Remediation at Cherry St. Park - Dec. 2011/Jan. 2012 |   | 4,236.66 Pymt #26-27 |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 125.74               |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 1,175.00             |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 2,513.67             |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 6,080.00             |
| City of Long Branch Payroll Agency   | Payroll Dated 3/16/2012   | * | 437.24               |
| City of Long Branch Payroll Agency   | Payroll Dated 3/16/2012   | * | 5,642.76             |
| Efinger Sporting Goods, Co.          | Misc. Equipment for Soccer Program - Community Dev.                                       | * | 4,008.54             |
| Guitar Center Stores, Inc.           | Lights to be Used at 2012 Summer Series - Community Dev.                                  | * | 359.98               |
| Jacob L. Jones                       | Reimbursement for Purchase of Film Development - Community Dev.                           | * | 125.74               |
| Jersey Central Power & Light         | Holiday Lights - Community Dev.   | * | 7,138.56             |
| Jersey Central Power & Light         | Utilities - Electric - 9/29/11-3/1/12 - UEZ   | * | 2,513.67             |
| NJ State League of Municipalities    | Rental of Space for Exhibition Booth - NJLM - 11/12-11/18/12 - Community Dev.             |   | 1,400.00             |
| Stelair Design Group                 | Sweatshirts for Coaches of Basketball Program - Community Dev.                            |   | 175.00               |

**TOTAL HUD**

37,032.56

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



R# 90-12

### MUNICIPAL BUDGET NOTICE

#### Section 1.

Municipal Budget of the City of Long Branch, County of Monmouth for the Fiscal Year 2012.

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

Be It Further Resolved, that said Budget be published in the Link Newspaper

In the issue of April 12th, 2012.

The Governing Body of the City of Long Branch, does hereby approve the following as the Budget for the year 2012:

#### RECORDED VOTE

(Insert last name)

Ayes

Bastelli  
Billings  
Gelli  
Pallone  
Sirrianni

Nays

NONE

Abstained

NONE

Absent

NONE

Notice is hereby given that the Budget and Tax Resolution was approved by the City Council of the City of Long Branch, County of Monmouth, on March 27th, 2012.

A Hearing on the Budget and Tax Resolution will be held at Council Chambers, 344 Broadway, LB, NJ, on April 24th, 2012 at

7:30 o'clock (A.M.) at which time and place objections to said Budget and Tax Resolution for the year may be presented by taxpayers or other interested persons.

R# 91-12

**RESOLUTION AUTHORIZING THAT A CONTRACT BE ENTERED INTO FOR THE EMERGENT DEMOLITION OF A STRUCTURE LOCATED AT 518 SPRINGDALE AVENUE.**

**WHEREAS**, a fire took place at 518 Springdale Avenue on June 4, 2010 substantially destroying the structure that existed thereon; and

**WHEREAS**, as the result of the fire, the structure is unfit for human habitation or use and is an immediate danger to the surrounding properties and persons, the community at large, and human life in general; and

**WHEREAS**, on notice to the record owner of the property, her insurance carrier and all other interested parties the City conducted a hearing February 22, 2012 to determine the status and condition of the property and potential for repair thereof at which counsel for the record owner and her insurance carrier appeared; and

**WHEREAS**, pursuant to N.J.S.A. 40:48-2.3 et. seq., the Uniform Construction Code, 5:23-2.32; and Long Branch Ordinance Chapter 262, the Hearing Officer entered an Order on February 28, 2012 ordering the owner to demolish the structure and clear the property within thirty (30) days of the Order finding that the property is unsafe and a danger to human life; and

**WHEREAS**, neither the owner nor anyone else on her behalf has taken any action to demolish or otherwise repair the property; and

**WHEREAS**, the record owner and all other interested parties have been given proper notice of the hearing and the Order issued as a result thereof; and

**WHEREAS**, the Council of the City of Long Branch has determined that it is in the best interests of the citizens of the City of Long Branch to remove and demolish the unsafe structure located at 518 Springdale Avenue; and

**WHEREAS**, the Construction Official has solicited three proposals for the demolition of the property, the proposal from Mazza Demolition, an approved vendor of the City, to demolish the structure for a cost of \$21,250.00 being the lowest; and

**WHEREAS**, the Financial Officer of the City has confirmed that there are adequate funds to pay for the demolition; and

**WHEREAS**, the costs of the demolition shall be placed as a lien on the property;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Long Branch, that the Construction Official be and hereby is empowered to enter into a contract for the demolition of the structure located at 518 Springdale Avenue with Mazza Demolition in an amount not to exceed \$21,250.00.

MOVED:

*Sirianni*

SECONDED:

*Pallone*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

CITY OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON *MARCH 27, 2012*

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS *27th* DAY OF *MARCH* 20*12*

*Kathy L. Schemel*  
MUNICIPAL CLERK, E.N.J.

CITY OF LONG BRANCH  
344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
DEPARTMENT OF FINANCE  
OFFICE OF THE DIRECTOR

CERTIFICATION OF FUNDS

03/26/2012

As Chief Financial Officer of the City of Long Branch, I certify that funds are available for the award of the following:

Demolition of 518 Springdale Avenue

Said award is to be made to the following Agency / Vendor, in the following amount

|                    |             |
|--------------------|-------------|
| Mazza & Sons, Inc. | \$21,250.00 |
|--------------------|-------------|

Said funds being available in the form of:

|   |                    |
|---|--------------------|
| Community Development Block Grant<br>H-02-037-204 | \$21,250.00        |
|   | <u>\$21,250.00</u> |



Ronald J. Meinhorn Sr., C.P.A., R.M.A.  
Director of Finance (C.F.O.)