

RESOLUTIONS ADOPTED ON NOVEMBER 13, 2014:

R265-14 RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS II FOR THE CITY OF LONG BRANCH

R266-14 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

R267-14 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A POWER OF ATTORNEY TO VARIOUS MUNICIPAL EMPLOYEES FOR THE PURPOSE OF EXECUTING ANY AND ALL DOCUMENTS REQUIRED BY THE STATE OF NEW JERSEY DIVISION OF MOTOR VEHICLES OWNED BY THE CITY OF LONG BRANCH AND/OR TRANSFER SAME

R268-14 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R269-14 RESOLUTION TO REFUND OVERPAYMENT OF 2014 TAXES

R270-14 RESOLUTION 2014 BUDGET APPROPRIATION TRANSFERS

R271-14 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 265-14

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

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

Matthew Buono
Aaron Murdock
David Stone
Steven White

BE IT FURTHER RESOLVED that the effective date of the appointment is November 13, 2014.

MOVED: *Bastell*
SECONDED: *Palone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-13-14

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 14 DAY OF Nov 2014

Kathy L. Schmid
MUNICIPAL CLERK, L.B.



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

**To: Kathy Schmelz
From: Lt. Joshua Bard
Date: November
Re: SLEO II Candidates**

We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a Council resolution. I am requesting the following individuals to be included in Monmouth County Police Class II Academy Resolution. The academy begins January 26, 2015.

1. Matthew Buono
2. Aaron Murdock
3. David Stone
4. Steven White

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lt. Joshua Bard".

R 266-14

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO
A SUBRECIPIENT AGREEMENT WITH NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the City of Long Branch has applied for and will be receiving funding for Neighborhood Community Revitalization Project in the amount of \$750,000.00; and

NOW THEREFORE BE IT RESOLVED that the City of Long Branch is hereby approving the Subrecipient Agreement with the New Jersey Economic Development Authority and hereby authorizes the Mayor and Clerk to be the authorized signers for the agreement.

MOVED: Bastelli
SECOND: Rallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-13-14
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 14 DAY OF NOVEMBER 2014
Kathy L. Schmid
MUNICIPAL CLERK, R.M.C.

NEIGHBORHOOD COMMUNITY REVITALIZATION PROGRAM
STREETSCAPE REVITALIZATION GRANT

This Subrecipient Agreement ("Agreement") is entered into by and between **City of Long Branch**, ("Subrecipient"), having its principal offices at **Municipal Building, 344 Broadway, Long Branch, New Jersey 07740**, and the **New Jersey Economic Development Authority** (the "Authority"), a public body corporate and politic organized and existing under the authority of NJSA 34:1B-1 et seq. having its offices at 36 West State Street, PO Box 990, Trenton, New Jersey 08625-0990. Subrecipient and the Authority may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

I. GENERAL DEFINITIONS

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Activity" means any project, program or portion thereof that receives financial assistance under this Agreement. All activities must be CDBG-DR eligible or have received a waiver, meet a national objective, and address a direct or indirect impact from the disaster.

"Action Plan" means the New Jersey Department of Community Affairs' Community Development Block Grant Disaster Recovery ("CDBG-DR") Action Plan under the Disaster Relief Appropriations Act of 2013, as submitted to HUD and approved on April 29, 2013 (including amendments thereto).

"CDBG" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.

"Contractor" means a third-party firm retained/engaged by Subrecipient and paid with CDBG-DR funds in return for a specific service (e.g. construction or professional services)

"Draw Down" means the process of requesting and receiving CDBG funds.

"Eligible Costs" means costs for the activities specified in this Agreement for which grant funds are budgeted, provided that such costs (i) are incurred in connection with any activity which is eligible under Disaster Relief Appropriations Act of 2013 (PL 113-2) and Title I of the Housing and Community Development Act of 1974, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For purposes of this Agreement, Eligible Costs shall also comply with the eligible costs set forth in the NCR Guidelines for the Streetscape Revitalization Program. Eligible Costs" may also include costs incurred on or after the date of Superstorm Sandy and before the date of application December 17, 2013, provided that such costs were incurred within one year of Superstorm Sandy and are otherwise eligible pursuant to the CDBG-DR funding requirements, as outlined in the HUD Notice CPD-13-05.

"Expended" means funds have been drawn from HUD, received by Subrecipient, and Eligible Costs for which funds were drawn have been paid.

“Grant Funds” means those funds to be provided by the Authority to Subrecipient pursuant to the terms of this Agreement.

“HUD” means the U.S. Department of Housing and Urban Development

“Participating Party” means the entity that is the beneficiary of the CDBG-DR funds awarded.

“Project” means the activities described in Section II (D) of this Agreement, which are to be carried out to meet the objectives of the CDBG-DR Program.

“Subrecipient” is the unit of local government selected to administer this Project on behalf of the Authority.

“Unit of Local Government” means a county or municipality.

II. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the Authority shall make available to Subrecipient U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds in the amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** (the “Grant Funds”) for the purpose of funding the Project. The Authority is funding this Project under its Streetscape Revitalization (“Streetscape”) Program, which is part of its Stronger NJ Neighborhood Community Revitalization (“NCR”) Program, and in accordance with Streetscape and NCR guidelines, as they may be amended from time to time (collectively the “Guidelines”) and in accordance with the Authority’s Board approval given on April 8, 2014 (“Approval Date”). **The Authority’s obligation to disburse the Grant Funds is contingent on its receipt of funds from the N.J. Department of Community Affairs (“DCA”) and HUD.** The Grant Funds will be disbursed as funding or reimbursements for documented and approved Eligible Costs, up to the amount of the award of Grant Funds.

B. Implementation of Agreement

Subrecipient’s rights and obligations under this Agreement are as a subrecipient as set forth in Responsibility for Grant Administration, 24 CFR 570.489. Subrecipient is responsible for complying with said regulations and for completing the Project in a manner satisfactory to the Authority, DCA and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the Authority’s providing the Grant Funds, including but not limited to all applicable CDBG program administration and compliance requirements.

C. Goals and Objectives

The Activities funded by this Agreement are expected to assist in the execution of the CDBG-DR Program, specifically the NCR Streetscape Revitalization Program, in the City of Long Branch which has been adversely affected by Superstorm Sandy. The Activities funded by this Agreement are expected to restore, create, and/or enhance the recovery capacity of Subrecipient. Such Activities are described in more detail in Section D below. Specific Activities to be funded by Subrecipient under this Agreement are detailed in **Appendix A**.

D. The Program

1. Eligible Activities

Subrecipient shall use the Grant Funds solely for the Eligible Costs identified in the Guidelines and in accordance with the “Budget” and provisions set forth in Section 2 below.

The Project shall be completed by Subrecipient by December 31, 2015 in accordance with the regulations and limitations of the NCR Program, as defined by all current, pending and future applicable Action Plans, and/or program description and Guidelines and/or amendment(s) thereto. Any changes and/or modifications to the amount in any of the Activity/Item categories set forth below in the “Budget” must be approved by the Authority.

2. Budget

The total “Project Budget” for the activities required under this Agreement shall be outlined in **Appendix A** attached hereto and made a part hereof. Soft costs shall not exceed twenty percent (20%) of the total approved Project Budget.

3. Performance Requirements

Subrecipient must complete all Activities of the Project, Expending 100 percent of allocated funds, no later than December 31, 2015. All Grant Funds not Expended by December 31, 2015 shall be subject to recapture by the Authority.

Subrecipient agrees to use best efforts to comply with intermediate benchmarks in accordance with the approved project schedule, attached hereto as **Appendix B**:

4. Eligible Costs

Subrecipient shall receive and use Grant Funds for Eligible Costs which are related to the approved Activities described under Budget above and in **Appendix A**. All costs must (i) be reasonable, necessary and eligible according to Disaster Relief Appropriations Act of 2013 (PL 113-2) and Title I of the Housing and Community Development Act of 1974, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government).

5. Cost Control

Subrecipient agrees to take any and all necessary actions to control expenses associated with this Grant award. Subrecipient shall review all invoices and determine them to be reasonable, necessary and eligible prior to submission to the Authority for payment.

6. Assurances

Subrecipient agrees to comply with all applicable federal CDBG, Disaster Recovery, and cross-cutting statutes and regulations as more fully detailed in **Appendix D**, Statement of Assurances, subject to waivers cited in the Federal Register / Vol. 78, No. 43 / Tuesday, March 5, 2013, Department of Housing and Urban Development, Docket No. FR-5696-N-01] Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy.

7. Duplication of Benefits

The Authority and the DCA will complete a duplication of benefits ("DOB") analysis specific to each parcel of real property that is part of the Project, as set forth in attached **Appendix E**. Subrecipient shall provide support in collecting and verifying the data needed for this analysis. Subrecipient cannot have a duplication of benefits where the compensation received from multiple sources exceeds the cost of the project. The amount of the duplication is the payment received in excess of need. Subrecipient agrees that, in the event of a duplication of benefits in connection with the Project, it shall repay such amount to the Authority. Subrecipient represents that it has, contemporaneously with the closing of this Grant, signed the Subrogation Agreement attached as **Appendix F**, whereunder the Subrecipient has agreed to assign all rights to any such funds which would cause a duplication of benefits received or that may be received in the future to the Authority. Subrecipient also acknowledges and agrees that all Participating Parties who are beneficiaries of this Agreement must execute such a subrogation agreement and that it shall deliver such properly executed subrogation agreements to the Authority as a condition to closing this Grant.

8. Cooperation with the Authority, DCA and HUD

Subrecipient hereby binds itself, certifies, and assures that it will comply, and will cause all Participating Parties who are beneficiaries of this Agreement to comply, with all federal, State, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of State and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The Subrecipient's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG-DR program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Subrecipient agrees that in connection with its rights and obligations under the Agreement, it shall cooberate with the Authority, DCA and HUD regarding the administration and audit of the Project, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the Authority, DCA and/or HUD and which are set forth in **Appendix K**, **Appendix L** and **Appendix N**.

9. National Objective

With respect to the Subrecipient, the funds provided under this Agreement are required to meet a national objective. It has been determined that the Project meets the national objective of "Urgent Need". Subrecipient agrees to maintain its records relating to job creation and retention for five (5) years after the termination of the Agreement.

E. Contract Monitor/Performance Measures

The contract monitor for the Authority on this Agreement is the Chief Executive Officer of the Authority, or her designee. The performance measures for this Agreement shall include the successful performance and completion of Subrecipient's obligations as provided in this Agreement and any attachments. Additionally, the Authority and any of its agents shall have the right to make on-site inspections of the Project to ensure compliance with the Subrecipient's obligations under this Agreement. Subrecipient shall provide access to inspect the Project as set forth in **Appendix P**. Subrecipient shall submit to the Authority, on a schedule and dates to be provided by the Authority, a report of Project progress in a format to be provided by the Authority provided in **Appendix C**. Reporting requirements may require Subrecipient where applicable, to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the program(s), including sub-subrecipients, grantees, and/or borrowers funded under this Agreement, tenants/operators/users of or Participating Parties that own facilities or equipment acquired or improved with Grant Funds provided under this Agreement). It shall be the Subrecipient's obligation to implement any contractual arrangements it may need for use of, and access to, such data. Minimum reporting requirements are set forth in **Appendix C**. Failure to submit reports and/or other documents as required by this Agreement in a timely manner will constitute an Event of Default under Section IX and may result in a suspension of the Grant and the reimbursement of all Grant Funds provided under this Agreement.

Jobs Reports: If applicable, every six (6) months during the term of the Agreement, Subrecipient shall report to the Authority using the Job Reporting Worksheet, attached as **Appendix G**, on the creation and retention of jobs at Subrecipient's business, including the types of jobs, the total number of jobs, whether the jobs are permanent, temporary or seasonal, full or part time, and the annual wages or salary of these jobs. Subrecipient agrees to maintain its records relating to job creation and retention for five (5) years after the termination of the Agreement.

Subrecipient must, in advance of signing subcontracts related to this Agreement, ensure that sub-subrecipients, consultants, Participating Parties, and/or other third party entities, including private parties that may be beneficiaries of this Grant, are appropriately licensed, have in place adequate financial controls and have followed HUD and the State's procurement processes and have established procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act.

Pursuant to HUD's waiver of 24 CFR 570.492, the Authority and/or DCA shall make reviews and audits, including onsite reviews of Subrecipient, any sub-subrecipients, designated public agencies, Participating Parties and units of local government as may be needed to meet the requirements of 42 U.S.C. 5304(e)(2), as amended. In the event of noncompliance, the Authority and/or DCA shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences and prevent a recurrence.

F. Conflict of Interest

Except for approved eligible Activity delivery and personnel costs, none of the Subrecipient's designees, agents, members, officers, employees, consultants or members of its governing body, or anyone who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the Project, or benefit there from, which is part of this Agreement at any time during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Authority and the Authority has approved such exception.

G. Environmental Review

Subrecipient acknowledges and agrees that approval of the Grant Funds for the Project is conditioned on its satisfaction and compliance with the terms and requirements set forth in **Appendix H**, "Environmental Review for Activity/Project that is categorically Excluded Subject to Section 58.5", which is attached hereto and incorporated herein, and Subrecipient hereby agrees to satisfy and comply with all such terms and requirements.

III. SUBRECIPIENT REPRESENTATIONS

Subrecipient hereby represents that:

- (i) There is no action or proceeding, pending or threatened, against the Subrecipient before any court or administrative agency that might adversely affect the ability of the Subrecipient to perform its obligations under this Agreement, and all consents, authorizations, and approvals of governmental bodies or agencies or private entities, including but not limited to Participating Parties, required in connection with the performance of the Subrecipient's obligations under this Agreement have been obtained and will be obtained whenever required hereunder or by law.
- (ii) Neither the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions, or provisions of any restrictions or any evidence of indebtedness, agreement, or instrument of whatever nature to which the Subrecipient is bound, or constitutes a default under any of the foregoing.
- (iii) All statements, representations and warranties made by Subrecipient in its application ("Application") to the Authority, and in any materials furnished in support of that Application were true when made, are true, in all material respects, as of the date hereof, and shall remain and be true and correct during the Term of this Agreement, it being understood by Subrecipient that all such statements, representations and warranties have been relied upon by the Authority as an inducement to make the Grant and shall continue to be relied upon by the Authority in administering the Grant. Subrecipient further understands and agrees that, if, during the Term of this Agreement, any such statements, representations and warranties become untrue or false, it shall have a duty to immediately notify the Authority in writing of such fact.

(v) Subrecipient represents that it has at all times relevant to this Agreement been represented by advisors of its own selection, including, but not limited to, attorneys at law and/or certified public accountants; that it has not relied upon any statement, representation, warranty, agreement or information provided by the Authority, that it is informed by its advisors of its respective rights, duties, and obligations with respect to the transaction which is the subject of this Agreement under all applicable laws, and that it has no set-offs, defenses or counterclaims against the Authority with respect to the transaction which is the subject of this Agreement.

(vi) If during the duration of this Agreement the Subrecipient becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or warranties herein untrue or materially misleading or incomplete, Subrecipient shall immediately notify the Authority in writing of such facts, occurrences, information, statements, or events.

(vii) Subrecipient represents that the Project is contributing to the revitalization of buildings and/or infrastructure located in the area damaged by Superstorm Sandy, or that Subrecipient or the Project itself has been damaged by Superstorm Sandy.

(viii) Subrecipient represents that, together with the Grant Funds, it has sufficient resources to complete and Expend funds for the Project by December 31, 2015.

(ix) The representations and warranties made in this Section III shall survive the Expiration Date or earlier termination of this Agreement.

IV. SUBRECIPIENT WARRANTIES AND COVENANTS

(i) The Subrecipient agrees that the Grant Funds shall be used solely in connection with funding the Project and purposes of use as approved and as set forth in **Appendix A**.

(ii) Subrecipient agrees to comply with all of the terms and conditions as outlined in the NJEDA CDBG-DR Administrative Manual, revised October 9, 2014, as amended. The manual is available at NJEDA.COM/Superstorm Sandy Information.

(iii) Subrecipient and Subrecipient's Contractors, subcontractors and providers of professional services shall provide a certification that such Contractors, subcontractors and providers of professional services are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension", as set forth at 24 CFR part 24. CDBG funds may not be provided to excluded or disqualified persons; <https://www.sam.gov/portal/public/SAM/>.

(iv) Subrecipient shall execute an agreement with each Contractor containing all of the terms and conditions outlined in the most recent version of the NJEDA CDBG-DR Administrative Manual (see link above), and labor standards and other required provisions, such as equal opportunity and general conditions, as described in **Appendix D**, the Statement of Assurances, and **Appendix L**, the Federal Labor Standards Provisions, Form HUD-4010.

(v) Subrecipient agrees that it has not received any prior federal disaster funds conditioned on obtaining flood insurance or, if it has, has maintained the requisite flood insurance.

(vi) Subrecipient agrees that it shall comply with the requirements of 24 CFR Section 570.489(j) regarding change of use of real property, which applies to real property within Subrecipient's control (including activities undertaken by Sub-subrecipients) which was acquired or improved in whole or in part using CDBG-DR funds in excess of the threshold for small purchase procurement (24 CFR 85.36). These standards apply from the date CDBG-DR funds are first spent for the property until five (5) years after closeout of the Grant Funds.

(vii) Subrecipient agrees that it shall comply with any applicable requirements of a certain Voluntary Compliance Agreement and Conciliation Agreement between HUD, Office of Fair Housing and Equal Opportunity; and Latino Action Network, New Jersey State Conference of the National Association for the Advancement of Colored People, and Fair Share Housing Center; and the State of New Jersey; and the New Jersey Department of Community Affairs in connection with Case Numbers: Title VI No.: 02-13-0048-6 and Title VIII No. 02-13-0303-8. This agreement is available at <http://portal.hud.gov/hudportal/documents/huddoc?id=NewJerseyAgreementsigned.pdf>.

V. PREVAILING WAGE/AFFIRMATIVE ACTION

Subrecipient shall comply with both the Davis-Bacon Act, as amended (40 U.S.C. §1341 et seq.) and the State prevailing wage rate, together with the other Authority prevailing wage requirements set forth in NJSA 34:1B-5.1. Where there is a conflict of the wage rates, the higher of the two rates shall prevail.

Subrecipient agrees to comply with the Authority's affirmative action requirements in connection with any construction contracts for the Project as set forth in NJSA 34:1B-5.4 and implementing regulations set forth in NJAC 19:30:3-1 et seq.. Regulations, forms, and guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available at www.njeda.com/affirmativeaction.

VI. SECTION 3

(i) Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Subrecipient and third-party entities. Subrecipient shall submit to the Authority one (1) form (HUD form 60002) at the end of each contract with each of its Contractors.

(ii) The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

(iii) The Subrecipient's responsibilities include:

a) Making efforts to meet the minimum numerical goals found at 24 CFR Part 135.30;

- b) Complying with the specific responsibilities at 24 CFR Part 135.32; and
- c) Submitting summary report in accordance with 24 CFR Part 135.90.

The Subrecipient acknowledges that the Section 3 language contained in Appendix B must be included in all contracts and subcontracts for the Project.

VII. PAYMENT PROCESS

The Authority will pay and/or reimburse the Borrower for Project costs up to a maximum of **\$750,000**. The Borrower acknowledges that the funds will be disbursed based on satisfactory review of invoices, bills, receipts, and payroll records submitted to the Authority's Office of Recovery, Credit and Real Estate Underwriting, and/or Real Estate Division. If approved by the Authority in its sole discretion, which will include but not be limited to a determination of cost reasonableness, the Authority will then recommend to DCA and HUD that the costs be paid and/or reimbursed. When the Authority receives the funds from DCA and HUD, the Authority will pay the Borrower by a two-party check, an ACH electronic transfer using the ACH Form attached as **Appendix I**, or in extenuating circumstances, a check made payable directly to the Subrecipient. To the extent practicable, Grant Funds will be disbursed on a pro rata basis with other funding provided to the Project.

For paid invoices, an ACH transfer to the Subrecipient will be issued if the invoice has been paid in full and the following has been submitted and approved by the Authority: (i) receipt of a statement, bill or invoice marked paid, showing completed work for the Project, together with proof of payment; and (ii) a Request for Disbursement, attached as **Appendix J** signed by the Subrecipient stating the amount to be paid.

Notwithstanding anything to the contrary, Subrecipient understands and agrees that the Authority shall be under no obligation to make any disbursement after December 31, 2015. The Authority shall be under no obligation to make any disbursement with respect to which a requisition has been submitted by Subrecipient if, at the time of said submission, Subrecipient is in Default under Section IX of this Agreement.

The Parties hereto recognize and agree that funding under this Agreement is expressly dependent upon the availability of funds from the DCA. The Authority shall not be held liable for the failure to provide funding hereunder because of the absence of funding from DCA.

VIII. TERM OF AGREEMENT

A. Term of Agreement

This Agreement shall be deemed effective as of the day and year last executed by the Parties ("Effective Date") and shall continue until December 31, 2015 or such time as Subrecipient no longer is exercising any supervision or control over any of the Grant Funds ("Expiration Date"), unless terminated prior to such time in accordance with the terms and conditions of this Agreement. This period of time shall constitute the "Term" of the Agreement.

Upon the Expiration Date, or earlier termination of this Agreement, Subrecipient shall transfer to the Authority any CDBG-DR Grant Funds on hand at such time, and any accounts receivable attributable to the use of the CDBG-DR Grant Funds.

Any real property under Subrecipient's control that was acquired or improved in whole or in part with the Grant Funds shall be either:

- (i) Used to meet one of the national objectives until five (5) years after expiration of this Agreement, or;
- (ii) If not used in accordance with subparagraph (i) above, Subrecipient shall pay to the Authority an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in subparagraph (i) above.

IX. EVENT OF DEFAULT/REMEDIES

Any one or more of the following shall constitute a default ("Default") and will, in the sole discretion of the Authority, become an event of default ("Event of Default") if during the Term of this Agreement, and except as otherwise provided in Subsection 5 below, the Event of Default is not cured within thirty (30) days after written notice thereof, provided, however, that said thirty (30) day period shall be extended an additional ninety (90) days if Subrecipient commences to cure the Default within said thirty (30) day period and is diligently proceeding to cure the same.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time.
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner the obligations under this Agreement.
3. Failure of Subrecipient to timely submit reports to the Authority or any of their auditors, or the submission of reports that are incorrect or incomplete in any material respect.
4. Ineffective or improper use of Grant Funds as provided for under this Agreement.
5. Any representation or warranty made by Subrecipient herein, in the Application for the Grant Funds, or, in any report, certificate, financial statement or other instrument furnished in connection with the subject matter of this Agreement that is false or misleading in any material respect shall constitute an Event of Default without the opportunity to cure.
6. A cross default shall occur if any Event of Default, as defined herein, has occurred and remains uncured under any other agreement entered into between the Authority and the Subrecipient.

In the event the Subrecipient should Default and fail to cure within any time provided for hereinabove, the Authority shall have the right to exercise any or all of the following remedies:

1) Immediately suspend and/or terminate this Agreement without any further obligation to make disbursements hereunder.

2) Require the immediate repayment of any Grant Funds already disbursed.

3) If the Subrecipient commits a breach, or threatens to commit a breach subject to notice and right to cure as set forth hereinabove, the Authority shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Authority and that money damages will not provide an adequate remedy therefor.

4) In the event the Authority shall require and employ attorneys or incur other expenses for the collection of payments due or to become due for the enforcement or performance or observance of any obligation or agreement on the part of the Subrecipient herein contained, the Subrecipient shall on demand therefor pay to the Authority, the reasonable fees of such attorneys and other expenses so incurred by the Authority.

The Authority's rights under this Section shall survive the Expiration Date or earlier termination of the Agreement. Failure to insist on the prompt performance by Subrecipient of Subrecipient's obligations pursuant to this Agreement is not a waiver by the Authority of any of its rights hereunder.

X. TERMINATION FOR CONVENIENCE

The Authority may terminate this Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Subrecipient. Upon receipt of notice, Subrecipient shall, unless the notice directs otherwise, immediately discontinue all Activities set forth in the Agreement hereunder, except as may otherwise be legally required pursuant to a binding commitment to perform.

Subrecipient may terminate this Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to the Authority, with such written notification setting forth the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the Authority determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Authority may terminate the award in its entirety under this paragraph.

XI. OBLIGATIONS GOVERNING USE OF CDBG-DR FUNDS SURVIVE TERMINATION

(i) Termination of this Agreement under any of the foregoing provisions in Sections IX or X shall not alter or diminish Subrecipient's obligations governing the use of CDBG-DR funds under applicable statutes and regulations or under this Agreement and/or terminate any of Subrecipient's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records and (2) duty to monitor and report on the use of any Grant Funds expended or awarded to Subrecipient in compliance with all terms, conditions and regulations herein.

(ii) Except as in the Event of Default, and subject to availability of funding, Subrecipient shall be entitled to payment on invoices submitted to the Authority no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent Eligible Costs satisfactorily completed during the Term of the Agreement and otherwise reimbursable under the terms of this Agreement.

XII. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

(i) Subrecipient shall maintain all records required by 24 CFR 570.490, as applicable, and as more fully detailed in **Appendices M and N**.

(ii) All records required by this Agreement, including financial records, ledgers, bank statements, contracts, invoices and receipts related to the Grant Funds must be retained for five (5) years from Project Closeout. However, if any litigation, claim, or audit is started before the expiration of the five (5) year period, then records must be retained for five (5) years after the litigation, claim, or audit is resolved.

(iii) Subrecipient represents that all of its books and records relating to the Grant Funds will be located at **Municipal Building, 344 Broadway, Long Branch, New Jersey 07740**. Subrecipient will notify the Authority in writing of any change in the location of such books and records prior to any such relocation.

(iv) Subrecipient agrees to grant access to inspect, copy, audit and examine at all reasonable times these records to any representative of the Authority, DCA, State, Inspector General, HUD and General Accounting Office of the United States.

2. Access to Records

With respect to those records referenced in subsection 1 above, Subrecipient shall comply with the retention and access requirements set forth in 24 CFR 570.490. The Authority, the DCA, the State Comptroller, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Subrecipient shall provide citizens with reasonable access to records regarding the past use of CDBG-DR funds, consistent with the New Jersey Open Public Records Act (N.J.S.A. 47: 1A-1 et seq.) and any other applicable State and local laws.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Subrecipient, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services herein shall be made available to the Authority and its duly authorized agents on demand.

3. Project Closeout

Subrecipient's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed ("Project Closeout"). This Agreement shall remain in effect during any period that Subrecipient is exercising any supervision or control over CDBG DR funds.

4. Audits & Inspections

In addition to any other audit requirements set forth in this Agreement, Subrecipient agrees to comply with the provisions of 24 CFR 85.26 and the requirements set forth in the comprehensive single audit requirements detailed in the OMB Circular A-133. All audits must be performed by the independent auditor of all federally funded awards administered by Subrecipient, including the award covered by this Agreement. It is hereby agreed that the Authority, the DCA, the State Comptroller, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them, shall have the option of auditing all records and accounts of Subrecipient and/or its Contractors and sub-subrecipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Subrecipient, Contractor or sub-subrecipient, as appropriate, with reasonable advance notice. Subrecipient and its Contractors and subcontractors shall comply with all relevant provisions of State law pertaining to audit requirements, including NJ OMB Circular Letter 98-07 and NJ State Grant Compliance Supplement (available on the internet at <http://www.state.nj.us/treasury/omb/grant.htm>). Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Subrecipient, Contractor and/or sub-subrecipient, as appropriate.

Failure of Subrecipient and/or its Contractors and subcontractors to comply with the above audit requirements will constitute a violation of this Agreement and may, at the Authority's option, result in the withholding of future payments and/or return of Grant Funds paid under this Agreement.

B. Procurement

In accordance with the New Jersey CDBG Disaster Recovery Program Action Plan (complete as of September 30, 2013), the Authority has opted to follow the State laws pertaining to procurement. The Subrecipient shall comply with State regulations and requirements regarding procurement. If the municipality has their own written procurement procedures, the stricter of the two methods (local or State) shall prevail, as provided in Chapter 2 of the NJEDA CDBG-DR Administrative Manual.

Subrecipient acknowledges and agrees that it has been informed that the use of small and disadvantaged businesses, minority owned firms, veteran owned and women's business enterprises for contractors, suppliers, labor and products is preferred, and Subrecipient agrees that, to the extent feasible, it shall use such businesses in connection with the Project. During the term of the Agreement, Subrecipient shall report monthly to the Authority using the New Jersey Department of Community Affairs, Sandy Recovery Unit, Contract and Subcontract Activity Report, attached as **Appendix O**.

XIII. INCORPORATION OF STANDARD PROVISIONS

(i) All provisions set forth in the attached **Appendix D**, entitled "Statement of Assurances", are hereby incorporated by reference into this Agreement and made a part hereof. The Subrecipient hereby agrees, acknowledges, and understands that the terms and conditions of this Agreement include all applicable terms and conditions of the Statement of Assurances and that it is to look to both documents in

connection with all rights, duties, obligations, liabilities, warranties, representations, covenants and other terms as if both were a single document. Reference to any specific provision to be found in the Statement of Assurances is not intended or to be construed as excluding any other provisions not specifically referenced.

(i) Failure to expressly reference any applicable federal or State regulation, statute, public law, executive order, agency directive or OMB Circular into the Standard Provisions will not exempt Subrecipient from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

XIV. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS.

The Subrecipient shall execute, acknowledge and deliver, and shall cause the Participating Parties to agree to execute, acknowledge and deliver such supplements and further instruments and perform such acts as the Authority may reasonably require for carrying out the intention of or facilitating the performance of this Agreement.

XV. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. In the event that Subrecipient contracts with third parties to perform any of the services to be performed hereunder, such third parties shall at all times remain an "independent contractor" with respect to the provision of such services. The Authority and DCA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, with respect to such third party contracts.

B. Hold Harmless/Indemnity Contractors/Subcontractors

To the extent that Subrecipient is permitted to and utilizes the services of any third parties in performance of Subrecipient's duties and obligations under this Agreement, any contract entered into shall contain a provision that the Contractor and/or subcontractor shall hold Subrecipient, the Authority, and the DCA harmless and defend and indemnify Subrecipient, the Authority and the DCA from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor and/or subcontractor's performance or nonperformance of the services. In addition, Subrecipient hereby agrees to hold the Authority and the DCA harmless and defend and indemnify the Authority and the DCA from any and all claims, actions, suits, charges and judgments whatsoever that arise out of this Agreement or the Project.

C. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance

The Subrecipient agrees to insure, or to cause to be insured, the Project with insurance companies licensed to do business in New Jersey in such a manner and against such loss, damage and liability to third parties as is customary with companies in the same or similar business. The Subrecipient shall at all times carry, or cause to be carried, general liability insurance with companies licensed to do business in New Jersey in amounts approved by the Authority and naming the Authority and the State as additional insured. With respect to the Project, the Subrecipient shall carry, or shall cause to be carried, at all times with companies licensed to do business in New Jersey full extended coverage fire, theft and hazard insurance in an amount approved by the Authority. Such insurance shall not contain a provision for deductible amounts greater than \$5,000.

At least ten (10) days prior to the expiration of any such insurance policies, the Subrecipient shall furnish evidence satisfactory to the Authority that such policy has been renewed or replaced or is no longer required by this Agreement. The Authority reserves the right to approve the use of any proceeds that may be realized from an event of any damage, destruction, taking or condemnation.

E. Amendments

The Authority or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release the Authority or Subrecipient from its obligations under this Agreement, except as may otherwise be provided. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Project including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles (OMB Circulars A-87 and A-122) require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs)

The Authority may, in its discretion, require that this Agreement be amended to conform to federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Authority and Subrecipient.

F. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express prior written consent of the other Party. However, if the Parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns.

G. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

H. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

I. No Authorship Presumptions

Each of the Parties has had an opportunity to review the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

J. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

K. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his or her individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

L. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

M. Prohibited Activity

Subrecipient is prohibited from using, and shall require that its Contractors and sub-contractors, if any, are prohibited from using, the Grant Funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Subrecipient will comply with the provision of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of certain employees.

N. Safety

Subrecipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his or her performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Subrecipient shall take or cause to be taken such additional safety and health measures as Subrecipient may determine to be reasonably necessary.

O. Fund Use

Subrecipient agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such Grant Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority.

Subrecipient shall require that its Contractors and any sub-contractors certify, that they comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient shall disclose, and shall require that each of its Contractors and sub-contractors also disclose, any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Subrecipient agrees that it will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR 570.207.

P. Subcontractors

Subrecipient may enter into subcontracts with third parties for the performance of any part of Subrecipient's duties and obligations. In no event shall the existence of a subcontract or contracts between the Subrecipient and Participating Parties that may be beneficiaries of the Grant operate to release or reduce the liability of Subrecipient to the Authority for any breach in the performance of Subrecipient's or any subcontractor's duties.

Q. Drug Free Workplace Compliance

Subrecipient hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Subrecipient and any third parties funded using Grant Funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6. Subrecipient has submitted HUD 50070 Appendix I as of the date first above written.

R. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the Authority

Attn: Streetscape
New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990
Facsimile: 609-278-4666
Email: streetscape@njeda.com

To Subrecipient:

Attn: Mayor Adam Schneider
City of Long Branch
Municipal Building
344 Broadway
Long Branch, New Jersey 07740
jjones@longbranch.org

S. Applicability of Provisions Included/Excluded from Agreement

Failure to expressly reference any applicable federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG-DR funds provided herein or to the particular projects performed under this Agreement, even though it may be referenced in this Agreement or in the Appendices.

T. No Third Party Beneficiary/No Transfer of Grant Funds

It is acknowledged by the Parties that certain Participating Parties may receive a benefit as a result of this Agreement. Regardless, nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either Party has to HUD in connection with the use of CDBG-DR funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement, or which Subrecipient has to DCA and the State under this Agreement, including but not limited to Section XVI (B) and (V). Subrecipient agrees that, except as provided for in this Agreement, it shall not transfer any Grant Funds to any third party.

U. State Held Harmless

In the event the State is required to pay back all or a portion of Grant Funds awarded to Subrecipient due to the actions of Subrecipient, Subrecipient agrees to hold the State harmless and pay back such Grant Funds to the State.

V. Subrogation & Assignment

In the event that the Subrecipient receives Grant Funds hereunder and, whether, before, during or after such receipt of Grant Funds, monies from other sources are provided to the Subrecipient or Participating Parties that receive a benefit under this Grant for this activity, resulting in a potential duplication of benefits issue regarding the Grant Funds, the Subrecipient agrees to contact the Authority, and to require the Participating Parties to contact the Authority and the Subrecipient about a potential conflict and the Subrecipient agrees to abide by the terms and conditions of the Subrogation and Assignment Agreement found in **Appendix D** and to cause such Participating Parties to so abide.

W. Contractual Liability Act.

The rights and remedies of the Authority under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are incorporated by reference.

Y. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year last written below.

WITNESS & ATTEST:

CITY OF LONG BRANCH

By: _____

Name : Adam Schneider

Title: Mayor

Date: _____

WITNESS:

**NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____

Name:

Title:

Date: _____

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A POWER OF ATTORNEY TO VARIOUS MUNICIPAL EMPLOYEES FOR THE PURPOSE OF EXECUTING ANY AND ALL DOCUMENTS REQUIRED BY THE STATE OF NEW JERSEY DIVISION OF MOTOR VEHICLES OWNED BY THE CITY OF LONG BRANCH AND/OR TRANSFER SAME

WHEREAS, the City of Long Branch has continuously interacted with the New Jersey Division of Motor Vehicles (NJDMV) to register vehicles owned by the City of Long Branch and to transfer vehicles owned by the City of Long Branch for sale; and

WHEREAS, Fred Migliaccio, Charles Shirley, Thomas Hueston, Caesar Simonelli and Mauro Baldanza has represented the City in its dealings with the NJDMV; and

WHEREAS, NJDMV now requires a Power of Attorney that will the above municipal employees to act on behalf of the City in order to execute appropriate documents for the transfer of motor vehicles; and

WHEREAS, in order for the City of Long Branch to conduct business with the NJDMV, a Power of Attorney is necessary as determined by the Department of Public Works, the City Administrator and the Department of Law.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute a Power of Attorney in order to allow the above named employees to execute any and all documents required by the NJDMV to register any and all vehicles owned by the City of Long Branch.

BE IT FURTHER RESOLVED that a copy of the resolution be kept on file with the City Clerk's Office.

BE IT FURTHER RESOLVED that the Power of Attorney to be executed is limited to the terms thereof and form annexed hereto.

MOVED: Bastelli

SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-13-14

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 14th DAY OF NOV 2014

MUNICIPAL CLERK, R.M.C.

Prepared by: _____

James G. Aaron, Esq.

POWER OF ATTORNEY

This Power of Attorney is made on November 13, 2014 and shall be continuously for a period of three (3) years from this date.

BETWEEN: The City of Long Branch, a municipal corporation of the State of New Jersey, with an address of 344 Broadway, Long Branch, New Jersey, 07740, (referred to as "You");

AND: The agents, Fred Migliaccio, Charles Shirley, Thomas Hueston Caesar Simonelli and Mauro Baldanza whose address is c/o City of Long Branch, 344 Broadway, Long Branch, New Jersey, (referred to as "You");

GRANT OF AUTHORITY. The City appoints You to act as the City's Agent (called an attorney in fact) to do each and every act which the City could personally do for the following uses and purposes: To execute any and all documents required by the State of New Jersey Division of Motor Vehicles to register any and all vehicles owned by the City of Long Branch.

POWERS. The City gives You all the Power and authority which the City may legally give to You. The City may revoke this Power of Attorney at any time and for any reason.

SIGNATURES. By signing below, You and the City acknowledge receipt of a copy of this Power of Attorney and understand its terms.

Witness:

By:

Kathy L. Schmelz, City Clerk

Adam Schneider, Mayor

Fred Migliaccio _____

Charles Shirley _____

Thomas Hueston _____

Caesar Simonelli _____

Mauro Baldanza _____

R# 268-14

**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 years indicated and,

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown below charging taxes for the years indicated in the amount of \$14,378.02.

BLOCK	LOT	NAME	YEAR	AMOUNT
30	13	City of Long Branch Account of: Zvi Ben Ham, Trustee	2012 2013	6,143.42 6,406.85
18	28	City of Long Branch Account of: Ridner, S & Tawil, S & R Trustee	2012	1,827.75

OFFERED: Bestelli
SECOND: Pellone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHILLZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-13-14
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 14 DAY OF NOV 20
MUNICIPAL CLERK R.M.C.
Kathy L. Schillz

R# 269-14

**RESOLUTION TO REFUND
OVERPAYMENT OF
2014 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2014 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2014 taxes in the amount of \$8,090.16.

BLOCK	LOT	QUAL.	OWNER	AMOUNT
87	1.0214		Paulette B. Grazi	2,220.11
87	1	-C0143-	787 Ocean Avenue, Unit 214 Long Branch, NJ 07740	68.22
380	2		AFORCE, INC. PO Box 236 Oceanport, NJ 07757	3,047.35
384	19		Eagan & Associates LLC. 121 Monmouth Street Red Bank, NJ 07701	1,387.30
455	6.56		Leckstein & Leckstein LLC 463 Prospect Avenue Little Silver, NJ 07738	1,367.18

OFFERED Bastell
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 11-13-14

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 14th DAY OF NOV 2014

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

R# 270-14

RESOLUTION
2014 BUDGET APPROPRIATION TRANSFERS

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

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

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

OFFERED: Bastelli
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
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-13-14
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIRED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14 DAY OF NOV 2014
Kathy L. Schmelz
MUNICIPAL CLERK, L.B.C.

Budget Appropriations 2014

TRANSFERS
11/13/2014

Transfers "To"

a) Operations - within "CAPS"

General Administration	
Office of the Chief Executive - Mayor	
Salaries and Wages	3,250.00
Central Switchboard	
Salaries and Wages	1.00
Office of the City Attorney	
Misc. -Other Expenses (Labor Counsel)	25,000.00
Misc. -Other Expenses (Zoning Board Attorney)	10,000.00
Division of Accounts and Control	
Salaries and Wages	110,000.00
Other Expenses	40,000.00
Central Postage	
Other Expenses	10,000.00
Insurance	
Health Benefit Waiver	28,000.00
Department of Public Works	
Office of the Director	
Salaries and Wages	10,000.00
Division of Street Construction & Maintenance	
Salaries and Wages	120,000.00
Division of Public Facilities	
Other Expenses	20,000.00
Municipal Garage	
Salaries and Wages	10,000.00
Division of Police	
Salaries and Wages	200,000.00
School Traffic Guards	
Salaries and Wages	12,000.00

Budget Appropriations 2014

TRANSFERS
11/13/2014

Department of Building & Development	
Office of the Director	
Salaries and Wages	6,900.00
Office of Construction Code Official	
Miscellaneous Other Expenses	12,000.00
Office of Planning	
Salaries and Wages	12,000.00
Municipal Court	
Salaries and Wages	3,200.00
Capital Improvements - Excluded from "CAPS"	
Capital Improvement Fund	125,000.00

Total Transfers "To"

757,351.00

Budget Appropriations 2014

TRANSFERS
11/13/2014

Transfers "From"

Office of the Chief Administrator	
Salaries and Wages	(15,000.00)
Department of Finance	
Office of the Director	
Salaries and Wages	(49,000.00)
Insurance	
Employee Group Health	(62,090.85)
Division of Public Facilities	
Salaries and Wages	(20,000.00)
Division of Solid Waste / Recycling	
Salaries and Wages	(20,000.00)
Division of Fire	
Salaries and Wages	(100,000.00)
Department of Health	
Office of the Director	
Salaries and Wages	(10,000.00)
Department of Recreation	
Office of the Director	
Salaries and Wages	(5,000.00)
Department of Building & Development	

Budget Appropriations 2014

TRANSFERS
11/13/2014

Office of the Director

Miscellaneous Other Expense (Demolition) (9,000.00)

Office of the Construction Code Official

Salaries and Wages (20,000.00)

STATUTORY EXPENDITURES:

Public Employees Retirement System (211,324.96)

Police & Firemens Retirement System
of New Jersey

(235,935.19)

Total Transfers "From"

(757,351.00)

R71-14

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: Bastelli
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, RMC, 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

November 13, 2014

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 14th day of Nov, 2014

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 November 13, 2014. 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 Associates	*	9,420.29
A.C. Moore	*	327.06
ANJEC	*	145.00
AT&T	*	16.74
Auto Parts	*	37.27
Barnabas Health Corp. Care	*	4,028.59
Battery Mart	*	264.80
BCM Irrigation	*	158.08
Boundary Fence Co.	*	2,880.00
Bullet Lock & Safe Co., Inc.	*	425.00
Carl F. Jennings	*	82.75
Carmen Firan	*	300.00
City of Long Branch	*	300.00
City of Long Branch Clearing Account	*	363.78
City of Long Branch Clearing Account	*	25,046.25
City of Long Branch Payroll Agency Account	*	176,299.20
City of Long Branch Payroll Agency Account	*	910,893.41
Clayton Block Co., Inc.	*	873,273.32
Comcast	*	37,620.09
Comcast Online	*	95.82
Cooper Electric Supply Co.	*	1,500.00 Pymt# 4
CWA Local 1075	*	5.97
CWA Local 1075	*	711.85
Daniel J. Weeks	*	3,825.00
Dearborn National Life Insurance Co.	*	1,275.00
Difrancesco, Bateman, Coley, Yospin, et al	*	200.00
Drew Rogers, Inc.	*	932.15
Fine Fare	*	3,651.77 Pymt# 3
Ford Motor Credit Co.	*	380.00
Freehold Cartage, Inc.	*	572.53
G.F.O.A. of New Jersey	*	887.27
General Code Publishers	*	887.27
General Linen & Paper Supply	*	6,062.50 Pymt# 3
Gold Type Business Machines, Inc.	*	325.00
Great American Financial Services	*	1,766.36
Hilsen Pest Control, LLC	*	189.20
Horizon Blue Cross Blue Shield of NJ	*	12,773.88
	*	1,043.57
	*	780.00
	*	12,931.44

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Horizon Blue Cross Blue Shield of NJ	*	468,835.66
John Deere Landscapes, Inc.		495.75
Johnson's Restaurant Supply, Inc.		205.00
Judith Vollmer		500.00
Kepwel Water		41.85
Konica Minolta Business Solutions, Inc.	*	432.20
Laura McCullough		300.00
Lawmen Supply Company		3,355.56
Long Branch Chamber of Commerce		1,650.00
Long Branch Sewer Authority	*	2,215.72
Lukoil		48.17
Marisa Frasca Patinella	*	300.00
Melissa Febos	*	500.00
MGL Printing Solutions		104.00
Michael Broek	*	300.00
Michael Waters	*	500.00
Michele Bernich		49.42
Minerva Cleaners, LLC		7,544.75
Mr. John		174.00
Natalie Diaz	*	500.00
New Jersey American Water Co.	*	2,247.01
New Jersey Motor Vehicle	*	120.00
New Jersey Natural Gas	*	3,100.13
NJ Fire Equipment Co.		2,179.74
NJ Planning Officials		420.00
NJ Shade Tree Federation		550.00
NJSPCA Ed Foundation, Inc.		89.00
Office Concepts Group		222.00
Party Fair		155.22
Penn Detroit Diesel Allison		766.80
Petro King Service Co., Inc.		1,199.81
Prescott Evans Jr.	*	300.00
Provantage, LLC		874.64
Ralph Clayton		504.00
Realty Appraisal Company		27,000.00
Red the Uniform Tailor		2,818.40
Riggins Incorporated		34,089.65
Rutgers, The State University		2,755.00
Rutgers, The State University		1,060.00
Saker Shoprites, Inc.		263.76
Scoles Floorshine Industries		92.17
Seaboard Fire & Safety		173.75
Serpico's Business Machines		382.90
Sickles Market		147.77
Siperstein's		98.32
Health Benefits - November 2014 - Various Departments	*	
Roundup and All Pro Team Mates Mix - Parks		
Supplies to Repair Counter Top at MCP Concession Stand - Recreation		
Poetry Festival Event - November 8, 2014 - Special Events		
Cooler Rental and Spring Water - September 2014 - Finance & Administration		
Copier Agreement and Service Contract - September 2014 (Prorated) - Police		
Poetry Festival Event - November 8, 2014 - Special Events		
SIG229 Guns - Police		
Rental of Office Space - November 2014 - Recreation		
4th Quarter Sewer Charges - Central		
Gasoline for Police Motorcycles -September 2014 - Police		
Poetry Festival Event - November 8, 2014 - Special Events		
Potentially Dangerous Dog Tags - Health		
Poetry Festival Event - November 8, 2014 - Special Events		
Poetry Festival Event - November 8, 2014 - Special Events		
Reimbursement of Mileage and Tools for NJ APZA Conference - 06/13/14 - Planning		
Cleaning and Inspection of Turn Out Gear - Fire		
Standard & Handicapped Units - September 2014 - Public Facilities		
Poetry Festival Event - November 8, 2014 - Special Events		
Water Service - Bills Dated 03/31 - 10/10/14 - Various Departments		
Titles for Vehicles - Municipal Garage		
Gas Service - Bills Dated 09/10 - 10/10/14 - Central, Fire & Recreation		
Badger Fire Extinguishers & Hydro Test - Police		
Badger Fire Extinguishers & Hydro Test - Police		
Membership for Planning/ Zoning Board & Governing Body - 01/01/15 - 12/31/15 - Planning/Zoning Board		
Community Forestry Plan Core Training - 10/24 & 10/25/14 - Administration		
Registration for New Jersey Law & Ethics - 10/22/14 - Finance		
Printer Ink Cartridges - Purchasing		
Supplies & Decorations for Halloween Party - 10/29/14 - Senior Affairs		
Replace Engine Heater Generator - Public Works		
Repair/Replace Parts for Pump & Parts for Gasoline Tanks - Public Works		
Poetry Festival Event - November 8, 2014 - Special Events		
Sheet Fed Scanner and Parts/Supplies - Police, Health & Environmental Commission		
PSI Concrete - Public Works		
Revaluation Appraisal Services - Bills Dated 09/29/14		
Long and Short Sleeve Shirts/Polo & Pants - Police		
Unleaded & Diesel Fuel - Gasoline		
Municipal Budget Process Classes (2) & Financial Management Class - Finance		
Registration for Public Works & Land Use Classes - Public Works & Zoning Board		
Food for Halloween Party - 10/29/14 - Senior Affairs		
Janitorial Supplies for Manhasset Park - Public Facilities		
Kitchen Suppression Test for Manhasset Park - Parks		
Repair/Service of Check Signer - Finance		
Food for Open House Reception - 10/16/14 - Senior Affairs		
Paint for Snow Plows - Municipal Garage		

Software Technologies	Annual Support Contract - Time Kron Soft Time - Public Works	250.00
Stavola Contracting Co., Inc.	1-5 State Mix and A/C Adjustment - Street Construction & Maintenance	1,920.83
Suzanne Parker	*	*
T&M Associates	300.00	
T.Y.G. Productions	499.57 Pymt# 1	
The Earphone Connection, Inc.	1,200.00	
The Hungry Puppy	701.97	
Tiger-Vac, Inc.	149.97	
Treasurer-State of NJ	38.36	
Uline, Inc.	80.00	
United Parcel Service	1,510.37	
Van Cleef Engineering Associates	14.49	
Verizon	408.00 Pymt# 1	
Verizon Wireless	335.99	
Verizon Wireless	2,924.99	
Verizon Wireless	934.96	
Vision Service Plan	1,218.48	
W.B. Mason Co., Inc.	1,133.98	
W.W. Grainger, Inc.	2,937.26	
Wausau Tile, Inc.	982.80	
Wireless Communications & Electronics	796.00	
	1,717.70	
TOTAL CURRENT	<u>2,681,508.81</u>	
Auto Parts		
City of Long Branch Clearing Account	* 15,000.00	
City of Long Branch Clearing Account	* 542,402.00	
City of Long Branch Clearing Account	* 10,500.00	
Integrated Technical Systems, Inc.	* 364,386.45	
Motorola Solutions, Inc.	* 10,500.00 Pymt# 2-5	
NJ Business Systems, Inc.	* 3,723.30	
Ray Palmer Associates	* 68,853.74 Pymt# 1	
	12,383.77 Pymt# 1	
TOTAL CAPITAL	<u>1,027,749.26</u>	
Miscellaneous Auto Parts for Vehicles - Various Departments		
To Reimburse Clearing Account	* 11.25	
To Reimburse Clearing Account	* 116.20	
To Reimburse Clearing Account	* 4,279.73	
Payroll Dated 10/24/14	* 5,646.57	
Payroll Dated 10/24/14 - FICA/Medicare	* 5,244.03	
Payroll Dated 10/24/14 - FICA/Medicare	* 402.54	
Life Insurance - November 2014 - Various Departments	* 1.45	
Dental Benefits - November 2014 - Various Departments	* 100.79	
Health Benefits - November 2014 - Various Departments	* 3,547.46	
Thermal Sweatshirt and Polo for Animal Control Officer - Health	* 82.00	
Cellphone Service & Equipment Purchases - Bills Dated 10/16/14 - Animal Control	* 116.20	
Vision Benefits - November 2014 - Various Departments	* 19.53	
TOTAL DOG	<u>19,567.76</u>	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

4 Imprint, Inc.	311.30
Auto Parts	19.99
City of Long Branch Clearing Account	112.62
City of Long Branch Clearing Account	7,141.86
City of Long Branch Clearing Account	6,367.43
City of Long Branch Clearing Account	5,904.37
City of Long Branch Payroll Agency Account	463.06
City of Long Branch Payroll Agency Account	7.34
Dearborn National Life Insurance Co.	*
Great American Financial Services	*
Greenbaum, Rowe, Smith & Davis	*
Horizon Blue Cross Blue Shield of NJ	*
Horizon Blue Cross Blue Shield of NJ	*
Long Branch Chamber of Commerce	*
Mr. John	*
Myron Manufacturing Corp.	*
National Pen Corporation	*
New Jersey Natural Gas	*
Stanley Steemer	*
Vision Service Plan	*
Whirl Construction	*
TOTAL HUD	43,773.02
 Refund of Third Party Police Overtime - Trust	 277.61
Refund of Third Party Police Overtime - Trust	88.76
Professional Services Rendered for Various Escrow Accounts at Meeting - Planning and Zoning	336.00
Refund of Third Party Police Overtime - Trust	1,898.18
Refund of Third Party Police Overtime - Trust	232.00
Refund of Third Party Police Overtime - Trust	1,841.87
To Reimburse Clearing Account	3,025.50
To Reimburse Clearing Account	15,250.00
To Reimburse Clearing Account	26,613.39
To Reimburse Clearing Account - Payroll Date 10/24/14	19,930.56
NJ Unemployment/Disability Insurance - October 2014	164.32
Payroll Dated 10/24/14	19,546.85
Payroll Dated 10/24/14 - FICA/Medicare	383.71
Refund of Third Party Police Overtime - Trust	670.00
Refund of Third Party Police Overtime - Trust	512.76
Life Insurance - November 2014 - Various Departments	0.73
Professional Services Rendered for Various Escrow Accounts at Meeting - Planning and Zoning	3,226.38
Refund of Third Party Police Overtime - Trust	1,007.03
Refund of Third Party Police Overtime - Trust	131.88
 Metal Pen & Pencil Set for CDBG Conferences - Community Development	 311.30
Miscellaneous Auto Parts for Vehicles - Various Departments	*
To Reimburse Clearing Account	*
To Reimburse Clearing Account	*
To Reimburse Clearing Account	*
To Reimburse Clearing Account - Payroll Date 10/24/14	*
Payroll Dated 10/24/14	*
Payroll Dated 10/24/14 - FICA/Medicare	*
Life Insurance - November 2014 - Various Departments	*
Copier Lease - November 2014 - UEZ	*
Legal Services Rendered - Impediments to Fair Housing - August 2014	*
Dental Benefits - November 2014 - Various Departments	*
Health Benefits - November 2014 - Various Departments	*
Annual Membership to Chamber of Commerce - Community Development	*
Standard & Handicapped Units - September 2014 - Community Development	*
Team Work Planners for CDBG Conferences - Community Development	*
Calendar/Carabiner Pens & Weekly Planners for CDBG Conferences - Community Development	*
Gas Service - Bills Dated 09/10 - 10/10/14 - Parks	*
Carpet Cleaning - Community Development	*
Vision Benefits - November 2014 - Various Departments	*
Installation of Gametime Equipment at Atlantic Ave. Park - Community Development	*

Gray Supply, Inc.	2,149.73	
Greenbaum, Rowe, Smith & Davis	450.00	Pynt# 1-2
Groundwater & Environmental Svcs., Inc.	199.36	
Horizon Blue Cross Blue Shield of NJ	71.55	
Horizon Blue Cross Blue Shield of NJ	2,452.30	
Issac Sitt	286.77	
Jeremy E. Neuer	287.28	
Jersey Shore Grand Prix	265.60	
Jill Koehler	133.48	
JNH Funding Corp.	200.00	
Joseph & Ester Jerome	2,939.35	
Joy Anderson, Esq.	200.00	
K&M Contracting, Inc.	1,192.50	
Lab Drug Testing Svcs. & Consulting, LLC	133.48	
Long Branch Chamber of Commerce	1,650.00	
Maria & Russell Prinzi	126.16	
Master Consulting, P.A.	14,215.00	
MBG Management Services, Inc.	133.48	
Monmouth Medical Center Barnabas Health	2,480.55	
Mr. John	80.72	
National Multiple Sclerosis Society	141.37	
New Jersey Department of Labor	17,909.61	
New Jersey Natural Gas	25.00	
One & Done Events, LLC	389.40	
Penta Communications	348.40	
Philadelphia Signs Co., Inc.	374.49	
Phillips Feed & Pet Supply	1,299.82	
Purr N' Pooch Foundation for Animals, Inc.	828.89	
Richard Dayon	1,744.00	
Sabrina Edery	237.18	
Sea Bright Rising, Inc.	367.06	
Split Second Racing, LLC	872.00	
St. Michaels Church	2,506.13	
Temple Beth Miriam	280.40	
The Sephardic Food Fund, Inc.	3,447.49	
TWR CST for Ebury Fund 1NJ, LLC	996.84	
US Bank Cust / Actien Holding	1,000.00	
US Bank Cust for BV001 Trust	900.00	
US Bank Cust for BV001 Trust	400.00	
US Bank Cust for BV001 Trust	400.00	
US Bank Cust for BV001 Trust	800.00	
US Bank Cust for BV001 Trust	1,100.00	
US Bank Cust PC 4 Fistrust BK	78,000.00	
US Bank Cust Pro Cap III, LLC	10,200.00	
US Bank Cust Tower DBWILL	13.33	
Vision Service Plan	185.33	
Woolston Construction Co., Inc.		
TOTAL TRUST OTHER	249,551.58	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE