

RESOLUTIONS ADOPTED BY CITY COUNCIL 9-23-14

R233-14 - RESOLUTION APPROVING THE LIQUOR LICENSE HELD BY RICHARD HADDAD FOR THE 2014/2015 LICENSE TERM STATE LICENSE #1325-33-025-009

R234-14 RESOLUTION AUTHORIZING THE MAYOR OF LONG BRANCH TO EXECUTE A LEASE FOR THE CITY OF LONG BRANCH MUNICIPAL COURT

R235-14 RESOLUTION – SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY URBAN ENTERPRISE ZONE FUNDS SHUTTLE SERVICE PROJECT \$60,300.00

R236-14 RESOLUTION – SPECIAL ITEM OF REVENUE STAT OF NEW JERSEY URBAN ENTERPRISE ZONE FUNDS UEZA ADMINISTRATIVE BUDGET 2014 – 2015 \$90,500.00

R237-14 RESOLUTION – SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY URBAN ENTERPRIZE ZONE AUTHORITY UEZ POLICE SECURITY III (\$90,500.00)

R238-14 RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO ACCEPT THE ATTACHED AGREEMENT AND TO FUND THE UEZ YEAR-ROUND SHUTTLE SERVICE FOR FY 2014 & 2015

R239-14 RESOLUTION – EMERGENCY APPROPRIATION DEPARTMENT OF RECREATION DIVISION OF RECREATION SALARIES AND WAGES \$20,000.00

R240-14 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 233-14

**RESOLUTION APPROVING THE LIQUOR LICENSE
HELD BY RICHARD HADDAD FOR
THE 2014/2015 LICENSE TERM
STATE LICENSE #1325-33-025-009**

WHEREAS, Richard Haddad filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2014/2015 license term; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by Richard Haddad, state license #1325-33-025-009 for the 2014/2015 license term.

MOVED: Beestelli
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 9/9/14

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 17 DAY OF Sept 2014

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

OLD REEF CLUB RICHARD HADDAD
228 NEW OCEAN AVENUE (VACANT LAND)

OWNERS: Richard Haddad

STATE LICENSE #:	1325-33-025-009
STATUS:	INACTIVE
PHONE #:	201-356-2000

**RESOLUTION AUTHORIZING THE MAYOR OF LONG BRANCH TO EXECUTE A LEASE
FOR THE CITY OF LONG BRANCH MUNICIPAL COURT**

WHEREAS, the City of Long Branch is presently paying month to month on an expired lease for the Long Branch Municipal Court located at 279 Broadway, Long Branch, New Jersey; and

WHEREAS, the City has sent out proposals for a new three (3) year lease with two (2) additional one (1) year options from the Purchasing Department of the City of Long Branch; and

WHEREAS, the new lease will start October 1, 2014; and

WHEREAS, the monthly payments are \$9,866.43; and

WHEREAS, the City of Long Branch has currently encumbered \$28,260.88 for the remainder of the payments due in 2014; and

WHEREAS, the remaining payments of the lease are for 2015, 2016 and 2017 with one (1) year options in 2018 and 2019; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a lease for the Long Branch Municipal Court in the amount not to exceed \$28,260.88 for the months of October, November and December 2014 and the form annexed hereto and made a part thereof;

BE IT FURTHER RESOLVED, that the encumbrances for the years 2015, 2016 and 2017 will come from their respective budget years.

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, 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 9/13/14
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 Sept 2014
[Signature]
MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

LEASE MUNICIPAL COURT

Said contract being made as follows:

279 BROADWAY ASSOCIATES LLC \$28,260.88

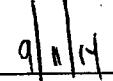
Said funds being available in the form of:

LAND BUILDING RENTAL APPRO. # 4-01-128-298 \$28,260.88

*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND/OR PROVISION OF ADEQUATE FUNDS IN 2014 AND THE 2015 THROUGH 2017 MUNICIPAL BUDGETS**



Michael Martin, Chief Financial Officer



Date

Lease Agreement

Business and Commercial

This Agreement is made on the _____ day of _____, 2014

BETWEEN

279 Broadway Associates, LLC, a New Jersey Limited Liability Company

whose address is:

552 Westwood Avenue

Long Branch, NJ 07740

referred to as the "Landlord,"

AND

The City of Long Branch, a municipal corporation of the State of New Jersey

whose address is:

344 Broadway

Long Branch, NJ 07740

referred to as the "Tenant."

1. Premises. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: A part of the premises located at 279 Broadway, consisting of approximately 4,300 sq. ft. of office space for use by the Municipal Court, and approximately 985 sq. ft. for the Drug Prevention Offices. *See Also Rider attached hereto at paragraph 5 (the "Premises".)

2. Term. This Lease is for a term of **Three (3) years** commencing on the 1st day of October, 2014, and ending on the 30th day of September, 2017.

3. Use. The Premises are to be used and occupied by the Tenant for use by the Municipal Court and offices and the City's Drug Prevention Offices and/or for any other purpose that the Tenant may deem necessary and proper for its municipal use during the term hereof or any extension or renewals. The Tenant will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. Rent. The Tenant agrees to pay **SEE RIDER at paragraph 2** as rent, to be paid as follows: **SEE RIDER** per month, due on the **1st** day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant.

5. Repairs and Care. The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

6. Alterations and Improvements. No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and becomes the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury. Tenant specifically acknowledges that it may not remove the existing drive thru from the building.

7. Signs. The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

8. Utilities. All utility charges are included in the Rent. See Rider at paragraph 2.

9. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

10. Assignment. The Tenant may not assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof without the prior written consent of the Landlord which consent shall not be unreasonably withheld, delayed or conditioned. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out-of-pocket expenses, up to a maximum of \$N/A per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

11. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 11) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

12. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

13. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

14. Fire and Other Casualty. If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenantable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

15. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

16. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

17. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

18. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19. Events of Default; Remedies Upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 10 days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 30 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within 30 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

20. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

21. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

22. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

23. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

24. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

25. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

26. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

27. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water

supply is not required pursuant to any other State law, Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, Landlord shall provide Tenant with a written copy of the most recent test results.

28. Entire Contract. This Lease and attached Rider contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

29. Liens. If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

30. Security. The Tenant has deposited with the Landlord the sum of **\$0.00** (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Such Security Deposit will be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such Security Deposit, to make good any default by the Tenant, and the Tenant will, on demand, promptly restore the Security Deposit to its original amount. The Landlord will assign or transfer the Security Deposit, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, and the assignee will become liable for the repayment thereof as provided in this Lease, and the assignor will be released by the Tenant from all liability to return such Security Deposit. This provision will be applicable to every change in title and does not permit the Landlord to retain the Security Deposit after termination of the Landlord's ownership. The Tenant will not mortgage, encumber or assign the Security Deposit without the written consent of the Landlord.

31. Estoppel Certificates. The Tenant will at any time and from time to time upon not less than 30 days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

32. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

33. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for

and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

SEE ALSO RIDER TO LEASE ATTACHED HERETO AND MADE A PART HEREOF

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

Witnessed or Attested by:

279 Broadway Associates, LLC, Landlord (Seal)

By: Andreas Sahar, Manager

City of Long Branch, Tenant

(Seal)

By: Adam Schneider, Mayor

(Seal)

RIDER TO LEASE AGREEMENT
By and Between
279 Broadway, LLC, LANDLORD
and
THE CITY OF LONG BRANCH, TENANT,
for Property located at 279 Broadway, Long Branch, New Jersey.

DATED: _____

1. The purpose of this Rider is to alter, amend, modify and/or clarify certain terms of the Lease Agreement to which it is attached (the "Lease Agreement"). Except as specifically altered, amended, modified and/or clarified herein, the terms of the Lease Agreement shall remain in full force and effect. All conflicts between the Lease and this Rider shall be resolved in favor of this Rider.
2. Rent. Paragraph 4 of the Lease is hereby amended to provide that rent for the term of the Lease shall be \$28,260.88 for October, November, and December 2014. The rent for the remainder of the 2015, 2016 and 2017 Lease shall be \$118,397.16 per annum pr \$9,866.43 per month ("Rent").

Payment of rent shall commence on October 1, 2014. The rent shall be payable on the first day of each calendar month in accordance with paragraph 4 of the Lease. Notwithstanding the foregoing, if the execution of this Lease occurs on a day other than the first of the month, payment shall be pro-rated based upon the number of days remaining in the month.

Rent shall include all utilities, taxes and other expenses. It is specifically understood and agreed by the parties hereto that the Tenant's financial obligations during the term of this Lease shall be limited to the Rent as set forth above.

3. Option. Tenant shall have the option to renew the Lease for two (2) additional periods of one (1) year each. The terms of the option period shall remain the same as those of the initial term, except the rent for the option period shall be increased based upon the US Department of Labor Consumer Price Index-All Urban Consumers, Not Seasonally Adjusted, Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA, Item: All items Base Period: 1982-84=100.

Tenant shall exercise the option in writing no later than ninety (90) days prior to the expiration of the current Lease term.

4. Tenant's Right to Terminate Lease Based Upon Budgetary Constraints. If due to budget constraints and/or non-appropriation of funds in any of Tenant's budgets, prospectively, through term of this Lease and/or any renewals thereof, the Tenant determines that it cannot continue its financial obligations under the Lease beyond the period for which funds were certified, Tenant shall be entitled to cancel the remaining term of this Lease, without penalty, by giving Landlord ninety (90) days written notice of

the Tenant's intent to cancel the Lease.

5. Construction to Premises. The Landlord is aware that the Tenant intends to renovate and refurbish that portion of the Premises which is used as the Municipal Court during the term of this Lease. Landlord agrees that they shall provide to Tenant the use of approximately 2,025 sq. feet of additional space on the fifth (5th) floor of the building as a temporary working space for the Municipal Court operation during construction, at no additional cost to the Tenant, for a period of three (3) months, beginning May1, 2009.
6. Annual Pay to Play Requirements. From and after the date of this Lease, Landlord shall file, annually, a mandatory disclosure statement on political contributions, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c.271 §3), if the Landlord receives contracts in excess of \$50,000.00 from public Entities in a calendar year. It is the Landlord's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at its website, www.elec.state.nj.us.
7. Mandatory Equal Employment OpportunityLanguage Pursuant to N.J.S.A. 10:5-31, et seq. (See Exhibit A attached hereto and made a part hereof).
8. Americans With Disabilities Act of 1990. (See Exhibit B attached hereto and made a part hereof).
9. Business Registration Certificate Compliance. (See Exhibit C attached hereto and made a part hereof).
10. Landlord's Stockholder Disclosure Certification. (See Exhibit D attached hereto and made a part hereof).
11. Landlord's Non-Collusion Affidavit. (See Exhibit E attached hereto and made a part hereof).
12. Landlord's Required Evidence- Affirmative Action Regulation (N.J.A.C. 17:27; P.L. 1975, c.127). (See Exhibit F attached hereto and made a part hereof).
13. Broker. The parties represent each to the other that no real estate brokers were involved in bringing about this transaction. Each party does hereby agree to indemnify, save harmless and defend the other from and against any and all claims, demands, costs, fees, charges, expenses of any nature whatsoever arising out of any action based upon a claim inconsistent with the representations contained herein.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

WITNESS:

279 BROADWAY ASSOCIATES, LLC
Landlord

By: _____
Andreas Sahar, Manager

CITY OF LONG BRANCH, Tenant

By: _____
Adam Schneider, Mayor

R# 135-14

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
URBAN ENTERPRISE ZONE FUNDS
SHUTTLE SERVICE PROJECT
\$60,300.00**

WHEREAS, N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2014 in the amount of \$60,300.00 which item is now available from the State of New Jersey, Urban Enterprise Zone Funds on hand with the City of Long Branch.

BE IT FURTHER RESOLVED that a like sum of \$60,300.00 is hereby appropriated under the caption of:

State of New Jersey	
Urban Enterprise Zone Fund	
Shuttle Service Project	\$60,300.00

BE IT FURTHER RESOLVED that the Chief Financial Officer will apply electronically for approval from the Department of Community Affairs and attach this resolution hereto.

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. SCHMID, 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 9-23-14
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 24 DAY OF Sept. 2014

Kathy L. Schmid

R# 225-14

**RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL
TO FUND THE UEZ YEAR-ROUND SHUTTLE SERVICE FOR FY 2014 & 2015**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch Enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now being maintained by the Finance Department of the City of Long Branch with oversight by the Treasury Department of the State of New Jersey; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$60,300 of the Urban Enterprise Zone Assistance Fund for Year-Round Shuttle Service; and

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

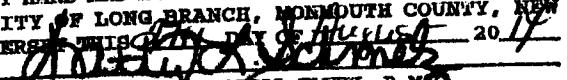
WHEREAS, the Year-Round Shuttle Service Program component is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from October 1, 2014 through September 30, 2015; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$60,300 of UEZ matching funds be used for the purpose of addressing the Year-Round Shuttle Service costs and expenditures of the City of Long Branch UEZ Program.

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celti
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 8-26-14
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 26 DAY OF August 2014

MUNICIPAL CLERK, R.M.C.

WORK PLAN

I. Project Description

This grant provides funds as an initial increment towards the municipality's projected Fiscal Year 2014 and 2015 Urban Enterprise Zone UEZ Shuttle Service Project. The project will operate from October 1, 2014 through September 30, 2015

II. Target Population Area to Be Served

Monmouth County New Jersey

III. Project Objectives

- A. New and existing businesses will be contacted and given information regarding the Shuttle Service benefits and to sign up for the UEZ Program.
- B. The UEZ Program will work in collaboration with other programs and resources to improve the access to designated zones. This will help to attract customers and increase spending.
- C. Businesses must grow and infrastructure and streetscapes upgraded to attract customers by facilitating access to zones and major institutions where new jobs and greater revenues for overall business productivity may occur.
- D. Access to Lower Broadway, a NJ State authorized Area In Need of Rehabilitation, and other zones can make potential customers aware of the need for improvement as well as compelling businesses to certify for participation in the UEZ Program.

IV. Scope of Services

Scope of services include organizing and meeting with business groups and other agencies such as the Chamber of Commerce to obtain information on needs and other items in order to promote business development. Through the means of deploying an alternative transportation choice this will supplement the existing NJ Transit system and provide a mode of traveling that will accommodate more riders in an expeditious manner. The Shuttle service will operate during the hours where travelers can arrive to the City and throughout the City in greater numbers. In addition, the service will allow access from center City to other business districts within the City and the beachfront areas. The service will operate Monday through Friday, start at 6:56 AM to 9:58 AM, break in the middle of the day, then start again leaving the train station at 3:25 PM and end the day arriving at the train station at 8:11 PM. The shuttle will depart the Third Avenue Terminus approximately every 30 minutes and go to Monmouth University, traverse east on Cedar Avenue stopping at Woodgate Avenue, on to Brighton and Second Avenue, then to Pier Village with a final stop at Third and Broadway, then back to the train station. The staff of the UEZ will use mailings, email communications, cable television, publications, special events, articles, signs, ads and other methods to market the UEZ Shuttle Program and to highlight the benefits of the same. The staff will accumulate statistics and conduct surveys to obtain first-hand information about the Shuttle Service business operations, their successes and failures and resolve to improve on the conduct of business for a more productive business environment.

OBJECTIVES

Objective Number: 1

Short Description: To increase the number of commuters for Business Development and new Certifications

Detailed Description

The Shuttle Service will expose a new population to Long Branch business center. Hopefully, this will create new revenues and encourage business development and new certifications.

Methods

Through the use of business meetings, canvassing, mail drops, email blasts, cable network, advertisements, articles, trainings and other methods, business contacts will be made and informed of the UEZ Shuttle Service Program. The UEZ will work with Meadowlink to encourage ridership as well as Monmouth University.

Evaluation

The effectiveness of these methods can be measured by the number of certified businesses after any given period and the number of riders as provided by the service.

Application Program Component: _____

OBJECTIVES

Objective Number: 2

Short Description: To make UEZ's more productive

Detailed Description

The UEZ Program will work in collaboration with other programs and resources to improve the overall productivity of designated zones with the influx of more commuters. This will help to encourage customers to spend money with businesses in the zones, alleviate parking problems in certain locations and provide an alternate means of transportation that is safe and affordable.

Methods

The UEZ will offer promotions regarding the reason to come to Long Branch and highlight the successful destinations and zones such as Monmouth University, Brookdale College, Pier Village and West End.

Evaluation

Business viability and revenues, however difficult to accumulate, will be the telling results of the success of these efforts as well as increased ridership numbers. Meadowlink will provide ridership numbers weekly and summarily for final evaluation.

OBJECTIVES

Objective Number: 3

Short Description: Create sustainable economic development in UEZ's

Detailed Description

Businesses must be improved; infrastructure and streetscape upgraded to attract customers, to retain and create new jobs and create new jobs and greater revenues for overall business productivity. As new people frequent the business zones additional revenues can create more jobs and make improvements in the Transit Village location.

Methods

Regular business meetings are held; the UEZ works with the local Chamber of Commerce to attract new business and offer incentives to existing uses; the UEZ offers incentives for stimulating the economy and promote comprehensive commerce reforms such as new transportation modes and new retail. This service will transport riders to and through business zones, Monmouth University and Brookdale College and hopefully create and sustain familiarity for riders to spend time and money in the zones.

Evaluation

The results of this endeavor will be evaluated by the number of jobs retained and jobs created in designated Urban Enterprise Zones and foremost by the number of riders that take advantage of the service..

OBJECTIVES

Objective Number: 4

Short Description: To Improve Lower Broadway, Third Avenue Terminus Area and West End

Detailed Description

Lower Broadway, Third Avenue Terminus area and West End are NJ State authorized Urban Enterprise Zones. Improving these areas by facilitating access and encouraging spending are just small ways to assist but can be a great start for overall development.

Methods

New retail uses are being marketed and some successful uses may be relocated to the Broadway District. Discussions are underway for a new developer and a modified plan for Broadway, West End and Third Avenue (Proposed Transit Village Designation). New businesses will be sought as areas populate.

Evaluation

The success of this effort will be determined by the actual number of UEZ certified businesses that relocate to Lower Broadway, West End and Third Avenue. The service will also be evaluated by the number of riders and whether or not the service can continue without Federal subsidy. Private sponsorships will be sought for support for continuation of the service.

Application Program Component: _____

UEZ Shuttle Service (Year Round) 2014 and 2015

Shuttle Service Administration

Drivers.....\$49,500

Operating Costs

Supplies/ Materials.....\$6,000

Printed Materials/ Brochures/ Posters/ Advertising.....\$4,500.

Travel/ Meetings\$300

Total Project Costs **\$60,300**

R# 236-14

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
URBAN ENTERPRISE ZONE FUNDS
UEZA ADMINISTRATIVE BUDGET 2014-2015
\$90,500.00**

WHEREAS, N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2014 in the amount of \$90,500.00 which item is now available from the State of New Jersey, Urban Enterprise Zone Funds on hand with the City of Long Branch.

BE IT FURTHER RESOLVED that a like sum of \$90,500.00 is hereby appropriated under the caption of:

State of New Jersey
Urban Enterprise Zone Authority
Department of Commerce and Economic Development
UEZA Administrative Budget 2014-2015 \$90,500.00

BE IT FURTHER RESOLVED that the Chief Financial Officer will apply electronically for approval from the Department of Community Affairs and attach this resolution hereto.

OFFERED:	<u>Bastelli</u>
SECOND:	<u>Pallone</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. 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 9-3-74
IN WITNESS WHEREOF, I HAVE HERUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 4th DAY OF Sept 20 74

R# 523-14

**RESOLUTION TO ADOPT THE
URBAN ENTERPRISE ZONE
ADMINISTRATIVE BUDGET FOR THE FISCAL YEAR 2014/2015
PROGRAM**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now deposited in the NJ State Urban Enterprise Zone Assistance Fund and credited to the account of the city of Long Branch, and said account being maintained by the NJ State Treasurer for the Urban Enterprise Zone; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$90,500 of the Urban Enterprise Zone Assistance Fund for program administration; and

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

WHEREAS, the Administrative component is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from September 1, 2014 through August 31, 2015; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$90,500 of UEZ matching funds are used for the purpose of addressing administrative costs and expenditures of the City of Long Branch UEZ Program.

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 8-26-14

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 26th DAY OF August, 2014

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

WORK PLAN

I. Project Description

This grant provides funds as an initial increment towards the municipality's projected Fiscal Year 2015 total Urban Enterprise Zone Administrative Budget. The project will operate from September 1, 2014, through August 31, 2015.

II. Target Population Area to Be Served

Monmouth County New Jersey

III. Project Objectives

- A. New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program.
- B. The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending.
- C. Businesses must be improved, infrastructure and streetscapes upgraded to attract customers, to retain and create new jobs and greater revenues for overall business productivity.
- D. Lower Broadway is a NJ State authorized Area In Need of Rehabilitation. Improving the first two blocks and constructing new retail uses will increase UEZ certifications.

IV. Scope of Services

Scope of services include organizing and meeting with business groups and other agencies such as the Chamber of Commerce to obtain information on needs and other items in order to promote business development. The UEZ Program will spearhead the strategy to bring in new retail uses for job creation; help to improve existing businesses for job retention; market the UEZ and its services and projects to attract new retail uses to UEZ's for sustainable economic development; offer police protection and equipment to make areas attractive as City services are enhanced and commercial areas become more productive. The ratable base for the City has been improved through such actions, crime has been reduced, perception of the City is positive and merchants are able to make a decent living in Long Branch.

The staff of the UEZ will use mailings, email communications, cable television, publications, special events, articles, ads and other methods to market the UEZ Program and to highlight the benefits of the same. The staff will accumulate statistics and conduct surveys to obtain first-hand information about the business operations, their successes and failures and resolve to improve on the conduct of business for a more productive business environment.

OBJECTIVES

Objective Number: 1

Short Description: To increase the number of business certifications

Detailed Description

New and existing businesses will be contacted and given information regarding the procedure to join and the benefits available in the UEZ Program.

Methods

Through the use of business meetings, canvassing, mail drops, email blasts, cable network, advertisements, articles, trainings and other methods, business contacts will be made and informed of the UEZ Program.

Evaluation

The effectiveness of these methods can be measured by the number of certified businesses after any given period.

Application Program Component: _____

OBJECTIVES

Objective Number: 2

Short Description: To make UEZ's more attractive and productive

Detailed Description

The UEZ Program will work in collaboration with other programs and resources to improve the overall appearance of designated zones. This will help to attract customers and increase spending.

Methods

The UEZ will offer banners, planters, decorations, beautification items along with increased City services to keep areas clean, occasional clean-up projects and other proposals.

Evaluation

Business viability and revenues, however difficult to accumulate, will be the telling results of the success of these efforts.

Application Program Component: _____

OBJECTIVES

Objective Number: 3

Short Description: Create sustainable economic development in UEZ's

Detailed Description

Businesses must be improved; infrastructure and streetscape upgraded to attract customers, to retain and create new jobs and greater revenues for overall business productivity.

Methods

Regular business meetings are held; the UEZ works with the local Chamber of Commerce, Brookdale College and small businesses to attract new business and offer incentives to existing uses; the UEZ offers incentives for stimulating the economy.

Evaluation

The results of this endeavor will be evaluated by the number of jobs retained and jobs created in designated Urban Enterprise Zones.

Application Program Component: _____

OBJECTIVES

Objective Number: 4

Short Description: To redevelop Lower Broadway (2 blocks)

Detailed Description
Lower Broadway is a NJ State authorized Area In Need of Redevelopment. Improving the first two blocks by making the appearance of the commercial areas and buildings more attractive as well as constructing new retail uses. The Diversified Group, a new development entity has purchased 52 lots on Lower Broadway and the UEZ will look to work with the group to improve this area.

Methods
New retail uses are being marketed and some successful uses may be relocated to the Broadway District. Discussions are underway with the new developer and a modified plan will be forthcoming. New certifications are expected when these actions are completed.

Evaluation
The success of this effort will be determined by the actual number of UEZ certified businesses located on Lower Broadway, the participation of existing businesses and the manifestation of development on Broadway.

Application Program Component: _____

UEZ ADMINISTRATION 2014

UEZ Salaries

UEZ Director	\$40,000
UEZ Assistant Program Analyst.....	\$20,000
Fringe Benefits/Pension.....	\$10,000

Operating Costs

Utilities/Supplies.....	\$5,000
Rent	\$10,000
Equipment.....	\$4,000
Conferences, Meetings, Trainings, Seminars	1,500
Total Project Costs	\$90,500

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
URBAN ENTERPRISE ZONE AUTHORITY
UEZ POLICE SECURITY III
(\$90,500.00)**

WHEREAS. N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2014 in the amount of \$90,500.00 which item is now available from the State of New Jersey, Urban Enterprise Zone Authority, Department of Commerce and Economic Development funds on hand with the City of Long Branch.

BE IT FURTHER RESOLVED that a like sum of \$90,500.00 is hereby appropriated under the caption of:

State of New Jersey	
Urban Enterprise Zone Authority Funds	
Police Security	\$90,500.00

BE IT FURTHER RESOLVED that the Chief Financial Officer will apply electronically for approval from the Department of Community Affairs and attach this resolution hereto.

OFFERED: Bastelli
SECOND: 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 9-23-14
IN WITNESS WHEREOF, I HAVE HEREBUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 27 DAY OF September 2014
Kathy L. Schmid
MUNICIPAL CLERK, R.M.C.

RESOLUTION REQUESTING AUTHORIZATION TO ALLOCATE FUNDS TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR \$90,500 IN MATCHING FUNDS TO SUPPLEMENT SALARIES AND EQUIPMENT FOR UEZ POLICE SECURITY IN URBAN ENTERPRISE ZONES

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 funds which were generated by the UEZ programs are now deposited in the City of Long Branch Finance Department Office and credited to the account of the City of Long Branch UEZ Program, and said account being maintained by the City of Long Branch Finance Office ; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$90,500 of the Urban Enterprise Zone Assistance Fund to supplement salaries and equipment for UEZ Police; and

WHEREAS, this police officer is assigned to duties within the Long Branch Urban Enterprise Zone; and

WHEREAS, the total estimated cost of this proposal is \$90,500 pursuant to the budget annexed thereby exceeding the 20% match of municipal funding; 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 that \$90,500 of UEZ matching funds are used for the purpose of matching funds to continue the salary, fringe benefits and equipment for UEZ Security for a period of October 1, 2014 to September 30, 2015.

BE IT FURTHER RESOLVED that a copy of this resolution acts as the recommendation to the City of Long Branch Finance Department and the NJ State Urban Enterprise Zone Authority.

OFFERED: Pallone

SECOND: Billings

AYES: 4

NAYES: 0

ABSENT: 1-Coll.

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMIDT, 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 8-26-14

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 27th DAY OF August 2014

UEZ Security Project 2014 and 2015

Work Plan

The Urban Enterprise Zone Assistance Fund is to be used for the purpose of assisting qualified municipalities in which enterprise zones are designated in undertaking public improvements and in upgrading eligible municipal services in designated enterprise zones.

The governing body of the City of Long Branch designated in 1994 as a qualified municipality in the County of Monmouth which an enterprise zone is designated, and created by the participating municipality for said zone have, by resolution jointly adopted after public hearing, proposed to undertake the following project which is a public improvement of the enterprise zone or will increase eligible municipal services in the enterprise zone. The monies therefore are now deposited in the Finance Department, City of Long Branch and credited to the account of the Urban Enterprise Zone Program, City of Long Branch.

"Any individual, including an individual who is not directly employed by a municipality, with the authority to administer, allocate, or approve the use of Zone Assistance Funds is subject to the "Local Government Ethics Law" P.L. 1991, c.29 (C.40A:9-22.1 et. seq.)".

Commerce regulation 12A:2A-3.1 provides for the payment of prevailing wage in connection with certain construction contracts funded in whole or in part with zone assistance funds. Any zone assistance funds approved for use in accordance with this proposal will not be utilized in a manner that would violate said provision.

I. PROJECT DESCRIPTION

The UEZ Security Project for the 2014/ 2015 Program Years proposes to offer security, law enforcement and emergency response to calls of distress for businesses and for persons doing business exclusively in urban enterprise zones designated in the City of Long Branch. The UEZ Security Service has been successful for more than eighteen years and now enters its 19th year with the submission of this proposal. This project serves the urban enterprise zones with safety, law enforcement, code enforcement, crime prevention, crime detection, monitoring of designated UEZ's and emergency response situations. Zones have been made safer and more productive throughout Long Branch with UEZ Zone Assistance funding. As Long Branch grows and improves, so should the security. Statistics show that as the City grows so does the need for safety and crime prevention. In the absence of such protection, unbridled criminal activity will have an adverse effect on economic growth and business development. In order for a City or any urban area to have reduced crime requires careful planning and implementation and such results indeed are no accident. Credit must be given to the efforts of the Public Safety Director, his Captains, Lieutenants, Sergeants, patrolmen and other staff, the City Administration, Mayor, City Council, and of course the UEZ Program. In recent years the Security Project has seen a reduction in the number of police officers. It is hopeful that in the near future the workforce will be restored as the need for the same remains.

As we approach 2015 the City has established five areas of focus in the heart of urban enterprise zones. These areas include Uptown Broadway, Lower Broadway, The Third Avenue Transit Terminal location, West End and the New Pier Village Redevelopment Sector. Phase II of Pier Village is complete and Phase III of this sector will offer a new hotel, new residences and new retail uses on the ground floors.

II. TARGET POPULATION AREATO BE SERVED

Monmouth County, New Jersey

III. PROJECT OBJECTIVES

- A. The UEZ Security will monitor designated zones and respond to the same in an effort to reduce crime and to prevent criminal activity.
- B. The UEZ Security will work with the established police department, housing authority, local business community, Chamber of Commerce, local educational institutions, public school system, church organizations, synagogues, civic groups and general public in order to make zones safer and more attractive for business development and growth

IV. SCOPE of SERVICES

In past years, in addition to manpower, the UEZ Program has provided police vehicles, new bicycles, new radios, trailer attachment and other equipment to the local security service. More efficient emergency response, fewer complaints and increased pedestrian foot-traffic are the results within the zones. Finally, businesses still flourish despite the down trends in the local economy and the reduction of the UEZ Police personnel.

The UEZ assistance will be used to support salaries, services, materials and equipment associated with the deployment of one police officer and a supervising police officer to serve specifically in urban enterprise zones. Sub-stations are strategically located in designated zones to offer businesses and customers the greatest protection that can be provided by local police. Police duties include but are not limited to the following:

1. Arrange Community Policing Strategies with the local Housing Authority;
2. Administer safety trainings sessions to seniors and other groups;
3. Organize and implement National Night Out Event for the UEZ neighborhoods;
4. Participate in the local Neighborhood Watch Program for UEZ neighborhoods;
5. Attend scheduled business group and UEZ monthly meetings;
6. Assist with Special Events occurring in UEZ's;
7. Administer the Community Service Program for UEZ's;
8. Monitoring vehicular traffic, parking trends, pedestrian patterns in UEZ's;
9. Report any and all problems, concerns and occurrences that happen UEZ's;
10. Assist other departments with law infractions as they relate to the UEZ areas;
11. Cite offenders for garbage disposal irregularities in UEZ's;
12. Enforce parking rules and other regulations in UEZ's;
13. Patrol streets, stores, alleyways, residences and buildings and other designated areas;
14. Respond to emergency calls and other urgent distress communications in UEZ's;
15. Perform many other duties and services within the zones.

The UEZ Officer works five days during the week, usually from 7:00 AM to 3:00 PM or every other month from 2:00 PM to 10:00 PM. The officer may be off Sundays and Mondays during the winter. During the summer the time worked is flexed and the officer rotates to accommodate for the longer days. The UEZ Officer patrols within boundaries of designated Urban Enterprise Zones unless called to respond to another emergency or training such as dealing with

hazardous materials, homeland security, funeral detail, prisoner escort or practicing on the pistol range. The UEZ police is the last to be called should an extreme emergency occur as he is charged with exclusively patrolling Urban Enterprise Zones.

This project is consistent with the UEZ Act and local Five-Year Zone Development Plan. Because of the importance of this project and its impact on crime within the zones, it is anticipated that requests for Zone Assistance Funding will occur in the future.

In addition, the police presence has impacted UEZ's so tremendously that patrons and merchants alike depend on the patrols. Community Development Block Grant funds also contribute to Community Policing, which is a service used to monitor contiguous neighborhoods and the local housing authority. Without the complementary resources such as UEZ and CDBG, recent successes with crime reduction, business development and improved living conditions could never have occurred. The business community can now exhibit the expected vitality and growth that are necessary to sustain a community, operate and prosper within that community and do so with a feeling of safety and comfort.

The UEZ Security Project has become an integral part of the UEZ Program and the business community relies heavily on its presence. The apparent successes mean safer streets, cleaner sidewalks, safer parking areas, controlled vehicular traffic, controlled pedestrian traffic, greater comfort for shoppers, decreased crime and more productivity for businesses operating in designated urban enterprise zones.

OBJECTIVES

Objective Number: 1

Short Description: To reduce Crime

Detailed Description
The UEZ Security will be deployed in designated zones and be available to respond to emergency situations to prevent crimes, to reduce crimes and to limit criminal activities.
Methods
Scheduled and flexible patrols will be dispatched in order to better and more effectively comprehensively monitor all activities occurring in urban enterprise zones.
Evaluation
The annual Uniform Police Report issued by the New Jersey State Police may show a reduction in crimes. The local police department should also illustrate lower crime statistics in designated zones.

OBJECTIVES

Objective Number: 2

Short Description: To make the zones safer

Detailed Description
The UEZ Security will work with different agencies, local departments, the business community, local school board, institutions, church groups and the general public to institute ways and means to make urban enterprise zones safer for the local businesses and patrons.

Methods
The UEZ Security will collaborate with the police department, watch groups and other security agencies to monitor and patrol designated zones and to cover all areas by way of a physical presence, electronic surveillance and with assistance from other security agencies to increase safety and to make people feel safer.

Evaluation

Application Program Component: _____

DETAILED PROJECT COSTS

Officer Joseph Graziano

Base Salary.....	\$95,014
Fringe Benefits	
Major Medical.....	\$20,196
Dental.....	\$1,076
Life Insurance.....	\$59.00
Total Salary and Fringe Benefits.....	\$116,345
UEZ Contributions to Salaries and Benefits.....	\$85,000
Equipment	
Computer and accessories.....	\$2,500
Operating Expenses	
Vehicle Maintenance.....	\$1,500
Police cell phone expenses.....	\$1,000
Materials and office supplies/ Film Development.....	\$500
Total UEZ Security Budget.....	\$90,500

R# 239-14

**RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL
TO ACCEPT THE ATTACHED AGREEMENT AND TO FUND THE UEZ YEAR-ROUND SHUTTLE SERVICE FOR
FY 2014 & 2015**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch Enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now being maintained by the Finance Department of the City of Long Branch with oversight by the Treasury Department of the State of New Jersey; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$49,500 of the Urban Enterprise Zone Assistance Fund for Year-Round Shuttle Service certified in account number G-14-053-401 pending Ch. 159 Resolution Approval and explained in the attached Agreement; and

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

WHEREAS, the Year-Round Shuttle Service Program component is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from October 1, 2014 through September 30, 2015; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$49,500 of UEZ matching funds are used for the purpose of addressing the Year-Round Shuttle Service costs and expenditures of the City of Long Branch UEZ Program as indicated in the attached Agreement.

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. 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 9-23-14
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 23 DAY OF September 2014
Kathy L. Schmid
MUNICIPAL CLERK, R.C.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

UEZ YEAR- ROUND SHUTTLE

Said contract being made as follows:

**MEADOWLANDS TRANSPORTATION BROKERAGE CORP. (T/A
MEADOWLINK) \$49,500.00**

Said funds being available in the form of:

**#G-14-053-401, \$49,500.00 THIS CONTRACT IS CONTINGENT UPON
APPROVAL OF CHAPTER 159 BEING APPROVED BY THE GOVERNING
BODY AND THE DIVISION OF LOCAL GOVERNMENT SERVICES**


Michael Martin, Chief Financial Officer

9-19-14
Date

SHUTTLE SERVICES AGREEMENT BETWEEN
THE COUNCIL OF
CITY OF LONG BRANCH
AND
MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION
D/B/A MEADOWLINK

THIS AGREEMENT made this _____ day of _____ 2014, and effective when executed by all parties (the "Effective Date"), between the Council of City of Long Branch, (hereinafter "**LONG BRANCH**"), with its municipal building located at 344 Broadway, Long Branch, New Jersey 07740, and Meadowlands Transportation Brokerage Corporation D/B/A MEADOWLINK (hereinafter "**MEADOWLINK**") a New Jersey non-profit corporation, having its principal place of business at 144 Park Place East, Wood-Ridge, New Jersey 07075, (collectively hereafter, the "Parties").

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

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

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

1. Shuttle Service.

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

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

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

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

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

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

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

2. Cost and Fares.

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

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

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

(c) For eight (8) hours of shuttle service during the week (M – F) per the tentative schedule and route attached as Exhibits A and B, LONG BRANCH, will pay to MEADOWLINK a total price not to exceed \$49,500 (Forty Nine Thousand Five Hundred Dollars) for the year. This amount includes the operational as well as the capital cost of the project. LONG BRANCH may request change in the route and schedule, which MEADOWLINK will accommodate as soon as feasible, so long as the total hours of service do not vary from the current level of service, which is eight (8) hours during the week (M – F).

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

- i. Extra occasional service during the week (M – F) will be provided at a cost of \$12.25 (Twelve Dollars and Twenty Five Cents) per hour and will be billed in increments of 15 (fifteen) minutes.
- ii. Extra occasional service during the weekend (Sa & Su) will be provided at a cost of \$28 (Twenty Eight Dollars) per hour and will be billed for a minimum of 4 (four) hours followed by 15 (fifteen) minutes increments thereafter.
- iii. Extra service is not assured and will be provided subject to availability of resources, and prior approval from NJ TRANSIT.

(e) MEADOWLINK will collect a fare of one dollar (\$1.00) per person per ride. There is no discount for seniors.

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

3. Term.

(a) The term of this Agreement shall commence on the Effective Date and will continue in effect through September 30, 2015, unless extended by mutual agreement in writing.

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

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

4. Default.

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

(a) Failure to Perform. A material breach of any term, covenant or agreement herein which continues un-remedied or uncorrected for a period of fifteen (15) calendar days, after written notice of default and demand for the cure of such default, from the non-defaulting party; or

(b) Creditors – Bankruptcy. If a party makes an assignment for the benefit of other creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of any substantial part of its property, or (save for the purpose of reorganization or amalgamation without insolvency) commences any proceeding relating to itself under any reorganization, arrangement, readjustment or debt, dissolution or liquidation under law or statute of any jurisdiction, whether now or hereafter in effect, or if it by any act indicates consent to, approval of, or acquiescence in, the appointment of any receiver or any trustee for it, or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (30) calendar days; or

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

5. Force Majeure.

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

6. Representations.

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

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

7. Notices.

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

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

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

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

8. Indemnity.

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

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

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

9. Assignment.

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

10. Governing Law and Forum.

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

11. Amendment.

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

12. Agreement.

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

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

13. Separability.

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

14. Authority.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

City of Long Branch

By: _____
(Signature)

Name: Adam Schneider
Title: Mayor
Date: _____

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

By: _____
(Signature)

Name: Krishna Murthy
Title: Executive Director
Date: _____

Attestation:

For City of Long Branch

By: _____
(Signature)

Name: Howard Woolley
Title: Business Administrator

Date: _____

For Meadowlink

By: _____
(Signature)

Name: Avnish Gupta
Title: Assistant Executive Director

Date: _____

EXHIBIT A

Long Branch Community Shuttle

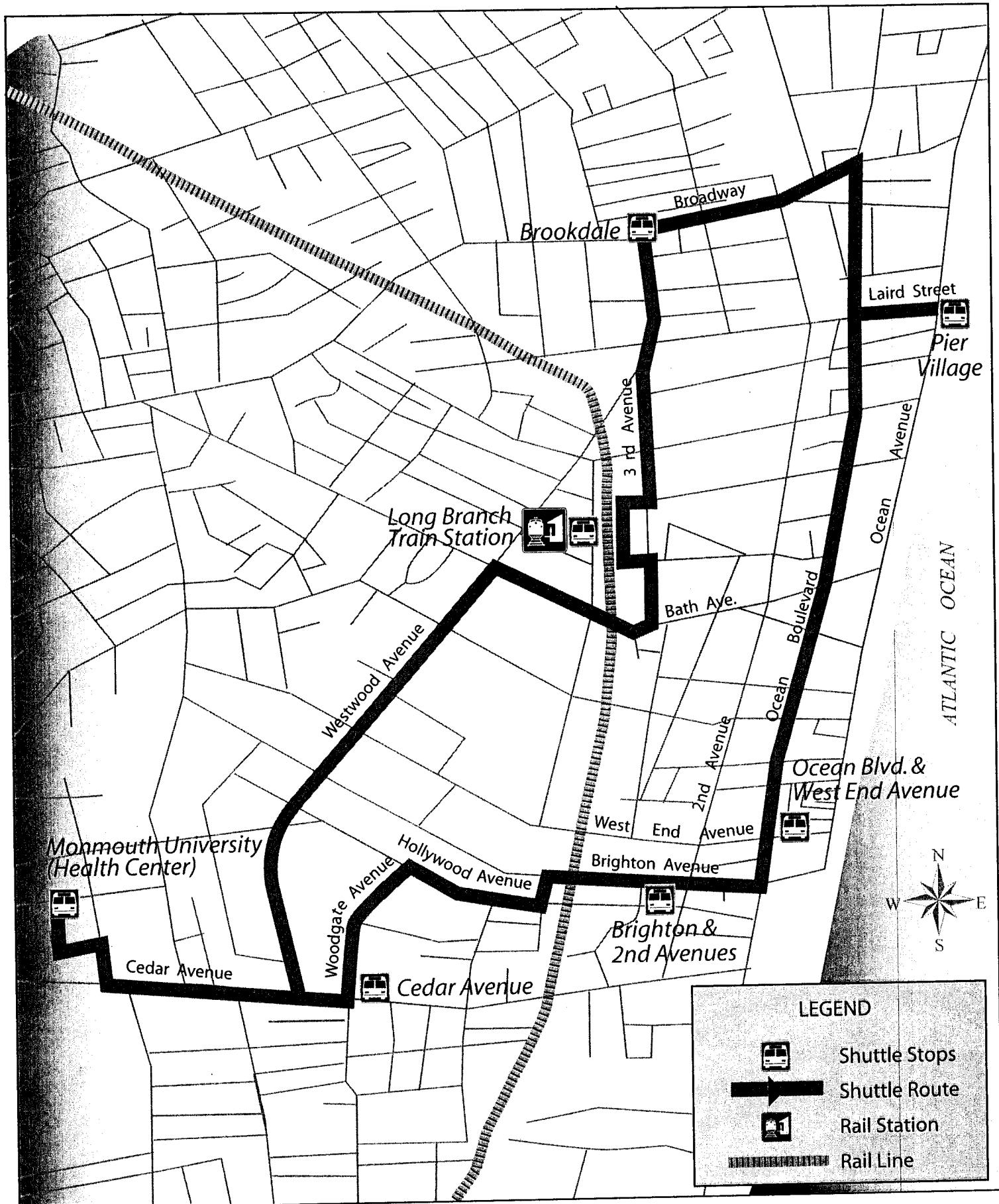


EXHIBIT B

Long Branch Community Shuttle Schedule (2014-15)

AM Schedule Mon - Fri						
Long Branch Rail Station (Train Arrives From New York/Newark)	-	7:11	-	7:52	8:38	9:23
Long Branch Rail Station (Shuttle Leaves)	6:55	7:20	7:50	8:20	8:55	9:28
Monmouth University (Health Center)	-	7:27	7:57	8:29	9:04	9:37
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	7:02	7:29	7:59	8:32	9:07	9:40
Brighton Avenue & 2nd Avenue	7:05	7:32	8:02	8:35	9:10	9:43
Ocean Boulevard & West End Avenue	7:07	7:34	8:04	8:37	9:12	9:45
Pier Village	7:10	7:37	8:07	8:40	9:16	9:49
Broadway & 3rd Avenue (Brookdale)	7:13	7:40	8:10	8:45	9:20	9:53
Long Branch Rail Station (Shuttle Arrives)	7:15	7:45	8:15	8:50	9:25	9:58
Long Branch Rail Station (Train Leaves To New York/Newark)	7:34	-	8:18	9:13	9:54	-

PM Schedule Mon-Fri										
Long Branch Rail Station (Train Arrives From New York/Newark)	3:14	3:21	4:09	4:24	5:08	-	6:05	6:47	7:05	7:29/ 7:38
Long Branch Rail Station (Shuttle Leaves)	3:26	4:12	4:43	5:10	5:37	6:08	6:50	7:19	7:46	
Monmouth University (Health Center)	3:34	4:21	4:51	5:18	5:45	6:16	6:58	7:27	7:53	
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	3:37	4:24	4:54	5:21	5:48	6:19	7:02	7:30	7:56	
Brighton Avenue & 2nd Avenue	3:40	4:27	4:57	5:23	5:51	6:22	7:04	7:33	7:59	
Ocean Boulevard & West End Avenue	3:43	4:30	4:59	5:25	5:53	6:25	7:07	7:35	8:03	
Pier Village	3:47	4:34	5:02	5:29	5:56	6:28	7:11	7:39	8:06	
Broadway & 3rd Avenue (Brookdale)	3:51	4:38	5:05	5:32	5:59	6:30	7:14	7:42	8:08	
Long Branch Rail Station (Shuttle Arrives)	3:55	4:40	5:08	5:35	6:03	6:33	7:17	7:44	8:11	
Long Branch Rail Station (Train Leaves To New York/Newark)	3:49	4:48	-	5:36	6:37	6:56	7:19	8:00	-	

Exhibit C

List of Holidays – No Shuttle Service

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

R# 239-14

**RESOLUTION – EMERGENCY APPROPRIATION
DEPARTMENT OF RECREATION
DIVISION OF RECREATION
SALARIES AND WAGES
\$20,000.00**

WHEREAS, an emergency has arisen with respect to providing adequate funds for the Department of Recreation, Division of Recreation, Salaries and Wages, which activity is required to protect the Health, Welfare and Public Safety of the Citizens of the City of Long Branch; and,

WHEREAS, N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and,

WHEREAS, the total amount of emergency appropriation created, including the appropriation to be created by this resolution, is \$116,500.00 and 3% of the final operating budget of the prior year (2013) is \$1,308,564.28 and,

WHEREAS, the Director of the Division of Local Government Services may approve such emergency appropriation and may exclude such item from the "CAPS" of the succeeding years budget.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, (not less than two thirds of the governing body affirmatively concurring) that in accordance with N.J.S.A. 40A:4-46, the Director of the Division of Local Government Services is hereby requested to approve the creation of an emergency appropriation in accordance with the following:

1. An emergency appropriation be, and the same is, hereby made for:

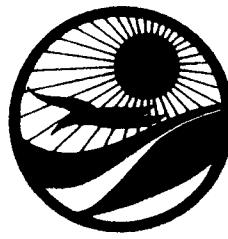
Department of Recreation	
Division of Recreation	
Salaries and Wages	\$20,000.00

2. That the statement required by the Local Finance Board has been filed with the City Clerk and a certified copy thereof will be forwarded to the Local finance Board for their review.
3. That three (3) certified copies of this resolution be filed with said Director for review and approval.

BE IT FURTHER RESOLVED that the Director is hereby requested to exclude such amount from the succeeding years "CAPS".

OFFERED: Bastelli
SECOND: Dallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, 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 9-23-14
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 24th DAY OF Sept 2014
Kathy L. Schmidt
MUNICIPAL CLERK, R.M.



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N.J. 07740 (732) 222-7000

STATEMENT OF CHIEF FINANCIAL OFFICER

September 18, 2014

Re: Emergency Appropriation
Department of Recreation & Human Services
Bureau of Recreation
Salaries and Wages - \$20,000.00

DATE OF HAPPENING:

A bi-weekly analysis of the City budget salary line items revealed an upcoming shortage in the Bureau of Recreation - Salaries and Wage account.

The City's largest, and newest, park was destroyed by hurricane Sandy in 2012.

The restoration of the park, primarily with FEMA funding, was not expected to occur before year end, but is now complete and use of the park through year end is anticipated to be heavy.

The park requires extensive supervision by at least 2-3 employees, the cost of which had not been anticipated in the Salary line item for 2014.

We respectfully request the emergency appropriation of \$20,000.00 in order to have the park adequately staff for the benefit of the public and the safeguard of City property.

We also respectfully request that this deferred charge be allowed outside the City's "CAP" for the year 2015.



**HAVE ANY CONTRACTS BEEN AWARDED OR PURCHASE ORDERS
PLACED IN CONNECTION WITH THIS EMERGENCY APPROPRIATION?**

No

**HAVE ANY PAYMENTS BEEN MADE IN CONNECTION WITH THIS
EMERGENCY APPROPRIATION?**

No

**IF COSTS ARE IN EXCESS OF CURRENT BIDDING REQUIREMENTS,
UNDER N.J.S.A. 40A:11-1 ET SEQ., FOR EITHER LABOR OR MATERIAL
OR BOTH, WILL BIDS BE ADVERTISED FOR?**

N/A.

**IF NOT, HAVE RESOLUTIONS BEEN ADOPTED DECLARING AN
EXIGENCY TO EXIST WHICH WILL NOT PERMIT THE ADVERTISEMENT
FOR PUBLIC BIDS?**

N/A

**WILL WORK BE PERFORMED BY CONTRACT, FORCE ACCOUNT OR
OTHERWISE?**

Force Account.



Michael Martin C.M.F.O.
Chief Financial Officer

R# 240-14

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: Fallone

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 9-13-14
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 17 DAY OF Sept 2014
Kathy L. Schmelz
MUNICIPAL CLERK, P.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of September 23rd, 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.

AdPro	T-Shirts & Mesh Shirts for Football - Recreation	*	1,013.65
AICPA	AICPA Membership Renewal & CGMA Designation - Finance	*	335.00
Ambassador Medical Services	Drug Testing for July through August 2014 - Human Services	*	377.00
Andrew Clay	Referee Coordinator for Long Branch Youth Soccer - Fall 2014 - Recreation	*	300.00
Ansell, Grimm, & Aaron	Legal Services Rendered - General, Litigation & Tax Appeals - August 2014	*	20,007.15 Pymt# 3
Ansell, Grimm, & Aaron	Legal Services Rendered - Retainer - August 2014	*	2,500.00 Pymt# 2
Applied Video Technology, Inc.	Scan Converter for Castnet 10 Upgrade - Cable Commission	*	1,083.02
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Matters - July 2014	*	14,187.90 Pymt# 1
Asbury Park Press	One Year Subscription - 07/01/14 - 06/30/15 - Mayor's Office	*	249.78
Atlantic Plumbing Supply Corp.	Parts for Public Works Asphalt Paver & Plumbing Parts for City Hall - Municipal Garage & Public Works	*	252.47
Auto Parts	Miscellaneous Auto Parts for Vehicles - Various Departments	*	1,712.39
B&H Photo	Ten 16GB Flash Drives - Police	*	149.90
Barnabas Health Corp. Care	Hepatitis B Vaccine for Police Officer - Health	*	64.00
Bergey's Truck, Inc.	Parts for Public Works Vehicle - Municipal Garage	*	239.03
Bullet Lock & Safe Co., Inc.	Keys & Locks for Vehicles and Offices - Public Works	*	92.50
CDWG	Garmin GPS Sensors - Police	*	227.40
Century Office Products, Inc.	Copier Maintenance 05/24/14 - 11/24/14 - Public Works & Central	*	814.00
Circle Chevrolet	Vehicle Parts for Fire Chief Truck & Recreation Vans - Fire & Municipal Garage	*	675.85
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	590.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	37,349.16
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	76,834.44
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 09/12/14	*	997,604.23
City of Long Branch Payroll Agency Account	Payroll Dated 09/12/14	*	953,922.62
City of Long Branch Payroll Agency Account	Payroll Dated 09/12/14 - FICA/Medicare	*	43,681.61
Coast Hardware Co., Inc.	Miscellaneous Tools & Supplies for Various Projects - Public Works	*	119.12
Cooper Electric Supply Co.	Electrical Supplies - Public Works	*	78.56
Cougar Electronics Tool/Cougar Equipment	Parts & Labor for Repair of Traffic Air Compressor - Police	*	730.90
David Kologinsky	Mileage Reimbursement of Health Inspector - May through June 2014 - Health	*	193.20
David Roach	Reimbursement of Mileage & Supplies - May through July 2014 - Health	*	725.19
Dunkin' Donuts	Refreshments for Meetings - Police & Administration	*	105.94
Edwards Tire Co., Inc.	Tires for Public Works Vehicle - Municipal Garage	*	247.14
Eric Reisher	Technical Support Services - July & August 2014 - Cable Commission	*	300.00
Fanagle the Bagel	Bagels for Participants of the Ray Licata Memorial Swim - Recreation	*	70.00
Fax Express	Fax Machine - City Clerk	*	1,185.00
Federal Cleaning Contractors	Window Cleaning - August 2014 - Recreation	*	25.00
Foley Incorporated	Cleaned Diesel Filter on Sanitation Vehicle - Municipal Garage	*	434.50

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Freehold Dodge, Inc.	574.19
Garden State Bobcat, Inc.	533.27
Global Government/Education Solutions, Inc.	96.73
Greenbaum, Rowe, Smith & Davis	7,110.30 Pymt# 1 & 2
Greenbaum, Rowe, Smith & Davis	3,872.24 Final Pymt
Greenbaum, Rowe, Smith & Davis	450.00 Pymt# 1
Hilsen Pest Control, LLC	595.00
Home Depot Credit Services	1,860.82
Jersey Elevator Co., Inc.	182.24
Jersey Shore Powersports	207.54
Jesco, Inc.	438.24
John Deere Landscapes, Inc.	345.96
John's Auto & Truck Repair	170.00
Ken Walls	525.00 Pymt# 2
Kepwel Water	10.00
Leon S. Avakian, Inc.	1,957.50 Pymt# 2
Leon S. Avakian, Inc.	460.00 Pymt# 3
Leon S. Avakian, Inc.	1,635.00 Pymt# 4
Liberty Paper & Janitorial Supply	673.25
Lisa Gall	50.00
Long Branch Board of Education	19,000.00
Long Branch Chamber of Commerce	500.00
Lukoil	160.15
Maser Consulting, PA	3,200.00 Pymt# 1
Maser Consulting, PA	2,441.25 Pymt# 20 & 21
Matthew Bender & Co., Inc.	150.43
Mazza & Sons, Inc.	16,741.00
Meadowlands Transportation	3,500.00 Pymt# 8
Michael A. Irene, Jr. Esq.	500.00 Pymt# 8
Michael A. Irene, Jr. Esq.	173.44 Pymt# 3 & 4
Miquelia Guia	17.26
Monmouth County Regional Health Comm #1	7,595.00
Monoprice, Inc.	524.19
New Jersey Motor Vehicle	*
New Jersey State Police	18.00
NJ Fire Equipment Co.	7,349.16
NJ State League of Municipalities	2,988.00
NJSCPA Ed Foundation, Inc.	45.00
Norwood Auto Parts	279.00
Oceanside Service, Inc.	451.34
Office Needs, Inc.	120.00
Party Corner	441.35
PCMG, Inc.	809.50
Perry's Trophy Co.	208.97
Red the Uniform Tailor	800.00
Riggins Incorporated	395.38
Sanitation Equipment Corp.	73,394.62
SBP Industries	708.81
	2,687.50
Replace Radiator Fan on Police Vehicle - Municipal Garage	
Drive Shaft/Cover for Police Vehicle - Municipal Garage	
Dual Monitor Arm - Finance	
Legal Services Rendered - General Redevelopment - July & August 2014	
Legal Services Rendered - General Redevelopment - June 2014	
Legal Services Rendered - Hotel Campus - August 2014	
Integrated Pest Control Services & Service Call - September 2014 - Health	
Miscellaneous Tools & Supplies for Various Projects - Various Departments	
Elevator Maintenance - August 2014 - City Hall Building	
Repair of Jet Ski - Fire	
Replace Filters on Public Works Vehicle - Municipal Garage	
Tournament White & Orange Athletic Paint - Public Works & Recreation	
Towing of City Vehicles - Municipal Garage	
Lead Inspection Risk Assessment - Phase 2 - 08/18 - 08/29/14	
Monthly Cooler Rental - August 2014 - Administration	
Engineering Services Rendered - Elberon Ocean Beach Fill - June 2014	
Engineering Services Rendered - General Engineering- June through August 2014	
Engineering Services Rendered - Impr. to Lake Takanassee - July & August 2014	
Janitorial Supplies for Various Locations - Public Works	
Services for "Community Connections" Camera Operator - August 2014 - Cable Commission	
Annual Fee for Shared Fiber Ring Services - July 2013 through June 2014 - Administration	
Movie Night in West End Park - Special Events & Community Development	
Gasoline for Police Motorcycles - July 2014 - Public Works	
Engineering Services Rendered - Public Works Roof Structure Modification - June 2014	
Engineering Services Rendered - Zoning Board Ordinance - July & August 2014	
Law Enforcement Handbook 2014 Edition - Police	
Disposal of Bulky Waste, Concrete, Recycling of Tires, & Recycling Tax - Recycling & Solid Waste Disposal	
UEZ - Year Round Shuttle Service - August 2014	
Legal Services Rendered - Retainer - Zoning Board - August 2014	
Legal Services Rendered - Zoning Board Legal Services - July & August 2014	
Mileage Reimbursement for Central Jersey Registrars Association Meeting - Health	
Monmouth Public Health Consortium 2014 - Health	
LED Monitor & Computer Cables - Police	*
Salvage Titles for Six Vehicles - Public Works	*
Traffic/Crowd Control 2014 Oceanfest - Police	
Scott Air Pack Bench Test Certification - Fire	
Registration for Webinar - 03/07/14 - Administration	
Registration for Course - 08/20/14 - Finance	
Auto Parts for Public Works Vehicle - Municipal Garage	
Service Call for Air Conditioning Unit - Senior Center	
Printer Ink Cartridges - Public Works, Fire Prevention & Planning	
Tent and Tent Stand for Long Branch Jazz & Blues Festival - Administration	
Computer Equipment - Police	
Keys to the City & Boxes - Administration	
Uniform Replacement & Dispatcher Allowance - Police	
Unleaded & Diesel Fuel - Gasoline	
Nuts, Bolts, Washers for Sanitation Vehicles - Municipal Garage	
Electric for Jazz & Blues Festival - Special Events	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Sharp Electronics Corp.		400.28
Sheraton Atlantic City		294.00
Sherwin-Williams		38.18
Siperstein's		35.55
Stavola Contracting Co., Inc.		131.66
Tele-Measurements, Inc.		784.00
The Link News		300.00
Thompson Design Group	*	1,843.71 Pymt# 9 & 10
Timothy F. McGoughran, Esq.		2,000.00 Pymt# 1-5
Total Media		122.00
Training Unlimited, LLC		178.00
Treasurer, County of Monmouth		94,690.16
United States Postal Service	*	30,000.00
Vantage Point R.E. Dev. Mgmt., LLC		11,736.25 Pymt# 1 & 2
W.B. Mason Co., Inc.		960.04
W.W. Grainger, Inc.		126.47

TOTAL CURRENT

2,469,064.58

All Hands Fire Equipment		351.98
City of Long Branch Clearing Account	*	22,162.47
Fieldturf USA, Inc.		1,212,554.74 Pymt# 2
Garden State Highway Products, Inc.		2,428.75
Greenbaum, Rowe, Smith & Davis		3,532.50 Pymt# 1 & 2
Leon S. Avakian, Inc.		7,165.00 Pymt# 3
Leon S. Avakian, Inc.		16,987.50 Pymt# 3
Leon S. Avakian, Inc.		3,105.00 Pymt# 4
Leon S. Avakian, Inc.		22,057.50 Pymt# 1
Leon S. Avakian, Inc.		15,525.00 Pymt# 1
Leon S. Avakian, Inc.		48,200.00 Pymt# 2
Vantage Point R.E. Dev. Mgmt., LLC		6,817.50 Pymt# 1 & 2

TOTAL CAPITAL

1,360,887.94

City of Long Branch Clearing Account		127.74
City of Long Branch Clearing Account	*	6,691.32
City of Long Branch Payroll Agency Account	*	6,214.55
City of Long Branch Payroll Agency Account	*	476.77
Long Branch Animal Hospital		180.00 Pymt# 7
Monmouth County SPCA		4,485.00 Pymt# 8

TOTAL DOG

18,175.38

City of Long Branch Clearing Account	*	11,072.77
City of Long Branch Clearing Account	*	6,367.44
City of Long Branch Payroll Agency Account	*	5,904.37
City of Long Branch Payroll Agency Account	*	463.07
Greenbaum, Rowe, Smith & Davis		4,117.50 Pymt# 1-6

TOTAL HUD

Ansell, Grimm, & Aaron	*	8,963.84 Pymt# 1, 2 & 3
City of Long Branch Clearing Account	*	17,354.43
City of Long Branch Clearing Account	*	70,500.00
City of Long Branch Clearing Account	*	38,390.91
City of Long Branch Clearing Account	*	37,719.64
City of Long Branch Payroll Agency Account	*	671.27
City of Long Branch Payroll Agency Account		1,334.75
E.M. Waterbury & Assoc., P.A.		1,170.00 Pymt# 6
Greenbaum, Rowe, Smith & Davis		472.50 Pymt# 6
Greenbaum, Rowe, Smith & Davis		12,262.50 Pymt# 1 & 2
Greenbaum, Rowe, Smith & Davis	*	70,500.00
Investa (C1) Spe-NJ, LLC		305.50
Mr. John	*	13,198.00 Pymt# 3 & 4
Thompson Design Group		8,490.00 Pymt# 1 & 2
Vantage Point R.E. Dev. Mgmt., LLC		

TOTAL TRUST OTHER