

**RESOLUTIONS ADOPTED BY COUNCIL ON DECEMBER 9, 2014:**

**R279-14** RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2015

**R280-14** RESOLUTION APPROVING AND AUTHORIZING FIREWORK DISPLAYS THROUGH THE 2015 CALENDAR YEAR

**R281-14** RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE YEAR 2015

**R282-14** RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER FOR THE YEAR 2015

**R283-14** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT OF RECREATION AND HUMAN SERVICES TO LEASE APPROXIMATELY 1,200 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE

**R284-14** RESOLUTION CITY OF LONG BRANCH - RESOLUTION ESTABLISHING AND ADOPTING A COMPLETE STREETS POLICY

**R285-14** RESOLUTION APPOINTING DR. DONALD MOLIVER AS APPRAISER FOR THE CITY OF LONG BRANCH TO PROVIDE VALUATION SERVICES FOR EASEMENTS REQUIRED TO BE OBTAINED FOR THE STATE OF NEW JERSEY AND ARMY CORPS OF ENGINEERS STORM DAMAGE REDUCTION AND BEACH REPLENISHMENT PROJECT

**R286-14** RESOLUTION GRANT APPLICATION NJ DEPT OF ENVIRONMENTAL PROTECTION – IMPROVEMENTS TO TROUTMAN'S CREEK PHASE II

**R287-14** RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE CITY OF LONG BRANCH FOR EMERGENCY TELECOMMUNICATIONS SYSTEM

**R288-14** RESOLUTION 2014 BUDGET APPROPRIATION TRANSFERS

**R289-14** RESOLUTION TO REFUND OVERPAYMENT OF 2014 TAXES

**R290-14** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

**R291-14** RESOLUTION APPROVAL PAYMENT OF BILLS

## R279-14

### RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2015

**BE IT RESOLVED** by the City Council of the City of Long Branch that they will hold their Council Meetings for the year 2015 as follows:

- January 1<sup>st</sup> Special Meeting – 10:30 a.m.
- January 13<sup>th</sup> and 27<sup>th</sup>
- February 10<sup>th</sup> and 24<sup>th</sup>
- March 10<sup>th</sup> and 24<sup>th</sup>
- April 14<sup>th</sup> and 28<sup>th</sup>
- May 12<sup>th</sup> and 26<sup>th</sup>
- June 9<sup>th</sup> and 23<sup>rd</sup>
- July 14<sup>th</sup> and 28<sup>th</sup>
- August 11<sup>th</sup> and 25<sup>th</sup>
- September 8<sup>th</sup> and 22<sup>nd</sup>
- October 13<sup>th</sup> and 27<sup>th</sup>
- November 10<sup>th</sup> and 24<sup>th</sup>
- December 8<sup>th</sup> and 22<sup>nd</sup>

Workshop & Regular Meetings will be held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month unless otherwise noted / advertised. Workshop Sessions begin at 6:00 p.m. – the public is invited to attend. Executive Session will immediately follow Workshop Sessions.

The regular Meeting will begin at 7:30 p.m. There is a public portion at this meeting.

Special meetings will be sent to the newspapers and posted on the City's website and bulletin boards for the public's information.

**BE IT FURTHER RESOLVED** that the above meetings will be held at Long Branch City Hall, 344 Broadway, second floor, Long Branch, NJ 07740.

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 12-9-14  
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 10th DAY OF Dec. 2014  
Kathy L. Schmeltz

R# 280-14

**RESOLUTION APPROVING AND AUTHORIZING FIREWORK DISPLAYS  
THROUGH THE 2015 CALENDAR YEAR**

**WHEREAS**, certain groups and entities request permission for firework displays throughout the calendar year; and

**WHEREAS**, the City Council of the City of Long Branch routinely approves such requests, so long as certain safety precautions and approvals are obtained from the Fire Official of the City; and

**WHEREAS**, the Council of the City of Long Branch has determined that a blanket approval for firework requests, pending review and approval of the Fire Official, is appropriate.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that firework displays may take place through the 2015 calendar year, provided that requests for such displays are made to the Fire Official, Kevin J. Hayes, Sr., and that said requests comply with all safety and other requirements as set forth by law and as required by the Fire Official including proof of proper insurance coverage by the requesting organization or group or individual.

MOVED: Bastelli  
SECONDED: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-9-14  
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 10th DAY OF Dec 2014  
Kathy L. Schmeltz  
Municipal Clerk, E.S.

R# 281-14

**RESOLUTION DESIGNATING THE OFFICIAL  
NEWSPAPERS FOR THE YEAR 2015**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby name the The Asbury Park Press and The Link News as the Official Newspapers for the City of Long Branch for the year 2015.

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. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-9-14  
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 14 DAY OF Dec 2014  
Kathy L. Schmel  
MUNICIPAL CLERK, R.M.C.

R# 282-14

**RESOLUTION DESIGNATING PUBLIC  
AGENCY COMPLIANCE OFFICER FOR  
THE YEAR 2015**

**WHEREAS**, pursuant to the requirements of PL 1975 Chapter 17 (NJAC 17:27), all public agencies shall designate an employee or official, to serve as its Public Agency Compliance Officer, (P.A.C.O.) and notify the State of New Jersey, Department of Treasury of said action; and

**WHEREAS**, the function of the Public Agency Compliance Officer is to maintain liaison with and assist the State Treasurer in the implementation of PL 1975, Chapter 127; and

**WHEREAS**, it would be in the City's best interest to designate the Purchasing Agent to act as the Public Agency Compliance Officer.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that David Spaulding, Purchasing Agent is hereby designated as the City of Long Branch Public Agency Compliance Officer for a term to commence on January 1, 2015 and expire on December 31, 2015.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Affirmative Action Office of the State of New Jersey, Department of Treasury.

**MOVED:** Bastelli  
**SECONDED:** Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, HEIDI 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 12-9-14  
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 10th DAY OF Dec 2014  
Heidi L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

R283-14

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

**WHEREAS**, the Greater Long Branch Chamber of Commerce own premises located at 228 Broadway in the City of Long Branch ; and

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

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

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

**WHEREAS**, the monthly rent will be \$1,650.00 payable on the first day of each month with the first payment due December 1<sup>st</sup>, 2014 for a total amount of \$19,800.00 per year; and

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

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #4-01-081-398, in the amount of \$19,800.00,

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

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 12-9-19  
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 10th DAY OF Dec 20 19  
Kathy L. Schmeltz  
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:

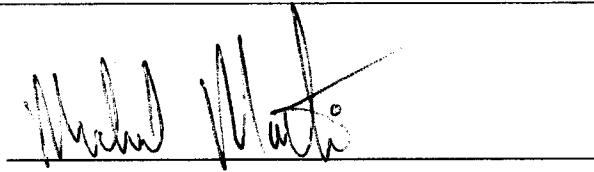
**AGREEMENT TO LEASE 1,200 SQUARE FEET OF OFFICE SPACE FROM  
THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR  
RECREATION**

Said contract being made as follows:

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

Said funds being available in the form of:

**#4-01-081-398, \$19,800.00**

A handwritten signature in black ink, appearing to read "Michael Martin", is written over a horizontal line.

Michael Martin, Chief Financial Officer

12/1/14

Date



## LEASE AGREEMENT

This agreement is made on the 1<sup>st</sup> day of December, 2014,

Between **Greater Long Branch Chamber of Commerce**

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

And **THE OFFICE OF RECREATION, CITY OF LONG BRANCH**

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

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

The office is located on the second floor with approximately 1200 square feet of space ;

for a term of one (1) year, beginning **December 1, 2014**

Upon the following Conditions and Covenants:

1. Payable \$1,650 per month, payable on the first day of each month with the first payment due on **December 1<sup>st</sup>, 2014**, for a total amount of \$19,800 per year. The tenant will also be responsible for electricity and maintenance of the office space.
2. Either party has the right to terminate this Lease on sixty (60) days written notice to the other. The Tenant shall not be responsible for any damages to the Landlord as a result of economic conditions or otherwise, as a result of the Tenant's cancellation of this lease.
3. The uses include the Office of Recreation Programs, and the Human Services City of Long Programs.
4. The City of Long Branch shall install phone lines for all communications systems and will insure all equipment owned by the Tenant.
5. Workmen's Compensation will insure all City employees.
6. The Landlord will provide property liability insurance.
7. The Tenant has examined the premises and has entered into this lease without any representations on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up

the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.

8. No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus or fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, shall belong to and become the properties of the Landlord and shall be surrendered with the premises as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.
9. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively damaged as to require practically a rebuilding thereof then the tenant shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees or subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make repairs herein and such insurance carriers shall have no recourse against the Landlord for reimbursement.
10. The Tenant agrees that the Landlord and the Landlord's agents, employees, or other representatives shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.
11. This Lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall

have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording or the date the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease or any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

12. Any equipment, fixtures, goods or other property of the tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the tenant, and shall not be accountable to the tenant for any part of the proceeds of such sale, if any.
13. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casual loss or because of strike or other labor trouble or for any cause beyond the control of the Landlord.
14. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.
15. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations of promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

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

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

**GREATER LONG BRANCH CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
KATHY SCHMELZ, CLERK

By: \_\_\_\_\_  
Chamber of Commerce (Date)

**Mayor Adam Schneider**

By: \_\_\_\_\_  
Tenant (Date)

State of New Jersey, County of Monmouth SS:

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

Sworn to and subscribed before me  
the date aforesaid:

\_\_\_\_\_

**RESOLUTION # 284-14**

**CITY OF LONG BRANCH**

**RESOLUTION ESTABLISHING AND ADOPTING A  
COMPLETE STREETS POLICY**

**WHEREAS**, the City of Long Branch is committed to creating street corridors that can safely and adequately accommodate all users; and

**WHEREAS**, the New Jersey Department of Transportation's Complete Streets policy states "a Complete Street is defined as a means to provide safe access for all users by designing and operating a comprehensive, integrated, connected, multi-modal network of transportation options"; and

**WHEREAS**, the New Jersey Department of Transportation supports Complete Streets policies and adopted its own policy on December 3, 2009; and

**WHEREAS**, the Monmouth County Board of Chosen Freeholders supports Complete Streets policies and adopted its own policy on July 22, 2010; and

**WHEREAS**, the City of Long Branch has already prepared circulation and non-vehicular mobility plans within its planning documents and incorporates safety measures when public streets are improved; and

**WHEREAS**, the City Council of Long Branch desires to further these efforts by implementing a Complete Streets policy to reinforce its commitment to creating a comprehensive, integrated, connected street network that safely accommodates all road users of all abilities for all trips that are compatible with State, County and Local agency design guidelines and complete streets policies;

**WHEREAS**, the City of Long Branch has prepared a "Complete Streets Policy Guide" to be used in conjunction with the Complete Street policy; and

**NOW, THEREFORE, BE IT RESOLVED** that new construction and reconstruction (excluding maintenance) of all public roads or bridges, or other portions of the transportation network, undertaken by the City of Long Branch, or new construction and reconstruction of transportation facilities that are intended to be dedicated to the City of Long Branch, shall be designed and constructed as Complete Streets whenever feasible to do so in order to safely accommodate travel by pedestrians, bicyclists, public transit, and motorized vehicles and their passengers, with special priority given to pedestrian safety. This will be in accordance with the best currently available standards and practices including the New Jersey Roadway Design Manual, AASHTO guidelines, NJDOT and NJ Transit standards, the Manual of Uniform Traffic Control, and others as related; and

**BE IT FURTHER RESOLVED** that requests for exemptions from the Complete Streets policy shall be presented in writing to the City Council, after review by the City Engineer, and shall be documented with supporting data that indicates the reasons for the exemption, for the following:

1. Where pedestrian and bicycle facilities and accommodations are prohibited by law;
2. Where public transit facilities do not serve as transit routes;
3. If the detrimental environmental impacts outweigh the need for these accommodations;
4. If the cost of accommodations causes an increase in project costs in excess of 20%, as determined by engineering estimates, that would need to be funded with local tax dollars, then and in that event City Council approval must be obtained for same prior to bidding of the project;
5. If the safety or timing of a project is compromised by the inclusion of Complete Streets.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council of the City of Long Branch, Monmouth County, New Jersey, do hereby approve and authorize the adoption of a Complete Street policy and corresponding guidelines.

Certification Date: 12-10-14

Seal:

OFFERED: Billings  
SECOND: Pallone  
AYES: 4  
NAYES: 1-Celli  
ABSENT: 0  
ABSTAIN: 0

Signed: \_\_\_\_\_

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
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REGULAR MEETING HELD ON 12-9-14  
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 10th DAY OF Dec 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

Resolution Number: 285-141

**RESOLUTION APPOINTING DR. DONALD MOLIVER AS APPRAISER FOR THE CITY OF LONG BRANCH TO PROVIDE VALUATION SERVICES FOR EASEMENTS REQUIRED TO BE OBTAINED FOR THE STATE OF NEW JERSEY AND ARMY CORPS OF ENGINEERS STORM DAMAGE REDUCTION AND BEACH REPLENISHMENT PROJECT**

**WHEREAS**, the City of Long Branch has entered into a Cooperation Agreement with the State of New Jersey regarding the implementation of the State and Army Corps of Engineers Storm Reduction and Beach Replenishment Project (the "Project"); and

**WHEREAS**, although the vast majority of easements required from property owners for the implementation and construction of the Project have been acquired; and

**WHEREAS**, it may be necessary to acquire the remaining, outstanding easements by force of law, including eminent domain; and

**WHEREAS**, in order to acquire such easements, appraisals, appraising the value of the easements must be obtained; and

**WHEREAS**, the City adopted Ordinance 22-14 on October 28, 2014 allowing for the hiring of professionals, including appraisers, to provide appraisal services as needed for the implementation of the Project; and

**WHEREAS**, the State of New Jersey has an approved list of qualified appraisers familiar with the requirements of the Project; and

**WHEREAS**, Dr. Donald Moliver is on the list of appraisers approved by the State of New Jersey to provide appraisal services for the Project and the City has previously

utilized the services of Dr. Donald Moliver and is familiar with same;

**WHEREAS**, the Mayor and Council of the City of Long Branch, in conformance with the City's obligations under the Common Interest Agreement entered into with the State, has determined that Dr. Donald Moliver should be retained to provide appraisal services with regard to the Project; and

**WHEREAS**, pursuant to the Common Interest Agreement, the City shall be reimbursed for the expenses related to the services to be provided by Dr. Donald Moliver; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Long Branch, that Dr. Donald Moliver hereby is retained as appraiser for the City with regard to the implementation of the Project for the term of one (1) year pursuant to the terms of the Agreement for Professional Valuation Services annexed hereto as Exhibit A and made a part hereof.

**BE IT FURTHER RESOLVED** the professional, Dr. Donald Moliver, agrees to obtain a purchase order from the City prior to any work being performed.

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 12-9-17  
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 12th DAY OF Dec, 2017  
*Kathy L. Schmeltz*  
MUNICIPAL CLERK, R.M.C.



## **AGREEMENT FOR PROFESSIONAL VALUATION SERVICES**

Appraisal Assignment: Valuation of Just Compensation due to property owners in connection with Army Corp of Engineers Beach Replenishment Project in Long Branch, NJ (2014/2015)

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**DATE OF AGREEMENT:** November 20, 2014

**PARTIES TO AGREEMENT:** Avram Eule, Esq. on behalf of the City of Long Branch, NJ (Client) and Donald Moliver, Ph.D., MAI Real estate appraiser

**Client:** City of Long Branch, NJ

**Address:** 344 Broadway, Long Branch, NJ 07740

**Phone:** 732 222-7000

**E-mail Appraiser:** dmoliver@monmouth.edu

**Appraiser name:** Donald Moliver, Ph.D., MAI

**Address:** 35 Buena Vista Avenue, Rumson, NJ 07760

**Phone:** 732 245 8331

**Fax:** 732 263 5015

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**Client hereby engages Appraiser to complete an appraisal assignment as follows:**

**PROPERTY IDENTIFICATION:** Various TBD residential oceanfront properties in Long Branch, NJ

**PROPERTY TYPE:** Single Family Residences

**INTEREST VALUED:** Easement values and damages to the remainder, if applicable, and before and after values

**INTENDED USERS:** Client and possibly the State of NJ

*Note: No other users are intended by Appraiser.*

**INTENDED USE:** To assist Client in establishing Just Compensation due to a property owner for the taking of an easement in connection with the Army Corp of Engineer's Beach Replenishment Project.

**TYPE OF VALUE:** Market value

**DATE OF VALUE:** To be determined

**HYPOTHETICAL CONDITIONS and/or EXTRAORDINARY ASSUMPTIONS**

None anticipated at this time unless contamination is determined.

**APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP):** The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

**ANTICIPATED SCOPE OF WORK**

Inspection of neighborhood. Analysis of market trends. Identification of problem to be studied. Interior/Exterior inspection of subject properties. Valuation via before and after utilizing sales data.

**APPRAISAL REPORT:**

Summary report format.

Form or format: Narrative

**CONTACT FOR PROPERTY ACCESS, IF APPLICABLE:** Client

**POTENTIAL DELIVERY DATE & METHOD:**

U.S. mail / Registered mail / Overnight private courier / Hand delivery / E-mail / other

**NUMBER OF COPIES:** Three copies of each appraisal report.

**PAYMENT TO APPRAISER:**

Municipal rate of \$160 per hour for any and all aspects specific to my services including preparation of said appraisal reports, depositions, negotiations, conferences, preparation time, and trial appearances and/or testimony; plus \$75 per hour for any staff assistance specifically limited to appraisal field work, data gathering, and preliminary analysis. Any reimbursements at cost. All payments for services are due within thirty days of receipt. The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and appraiser, Donald Moliver.

**INDEMNIFICATION:**

The Client agrees to indemnify and hold Donald Moliver harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Donald Moliver is not obligated to indemnify the Client for the Client's own negligence.

**LIMITATION OF LIABILITY**

Client and Donald Moliver, appraiser recognize and agree that Donald Moliver, appraiser's liability for any and all claims or actions, regardless of how arising, shall be limited to Donald Moliver's total fee for services rendered on this project. Client hereby releases Donald Moliver from any liability above such amount. Such claims and causes include, but are not limited to negligence, professional error or omissions, strict liability, breach of contract or breach of warranty. In no event shall Donald Moliver, appraiser be liable for any incidental, indirect or consequential damages, including commercial loss, or lost profits resulting from any service furnished under this agreement.

**CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

**CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

**CANCELLATION:** Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

**NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

**USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS:** Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

**TESTIMONY AT COURT OR OTHER PROCEEDINGS:** Client agrees that Appraiser's assignment pursuant to this Agreement shall include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

**APPRAISER INDEPENDENCE:** Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

**GOVERNING LAW & JURISDICTION:** The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

Donald M. Moliver

Donald Moliver, Ph.D., MAI

November 20, 2014

By Client:

(Signature)

Adam Schneider

(Printed name)

(date)

RESOLUTION 286-14

**RESOLUTION – GRANT APPLICATION NJ DEPT OF ENVIRONMENTAL PROTECTION – IMPROVEMENTS TO TROUTMAN’S CREEK PHASE II**

**WHEREAS**, the State of New Jersey, Department of Environmental Protection has notified all municipalities of the availability of funding under the Flood Hazard Risk Reduction and Resiliency Grant Program; and

**WHEREAS**, the City of Long Branch is desirous of submitting an application under this program for the following purpose:

- Improvements to Troutman’s Creek Phase II

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Long Branch, County of Monmouth, State of New Jersey, formally approves the grant application for the above stated project; and

**FURTHER BE IT RESOLVED** that the City Engineer, and City Administrator are hereby authorized to submit an electronic grant application to the New Jersey Department of Environmental Protection on behalf of the City of Long Branch; and

**FURTHER BE IT RESOLVED** that the City Administrator is hereby authorized to sign the applicant authorization form on behalf of the City of Long Branch and that their signature constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

MOVED: Bustelli  
SECOND: Pallone  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

My signature and the Clerk’s seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

Attest and Affix Seal

\_\_\_\_\_  
Kathy L. Schmelz, RMC  
City Clerk

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

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 12-9-14  
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 10th DAY OF Dec 20 14  
*Kathy L. Schmeltz*

R# 287-14

**RESOLUTION AUTHORIZING SHARED SERVICE  
AGREEMENT BETWEEN THE COUNTY OF MONMOUTH  
AND THE CITY OF LONG BRANCH FOR EMERGENCY  
TELECOMMUNICATIONS SYSTEM**

**WHEREAS**, Monmouth County, under the auspices of the Monmouth County Sheriff's Office Communications center will include the City of Long Branch as part of the County's Emergency Telecommunications System and thereby serve as the Public Safety Answering Point for the City in accordance with participation plan submitted by the Municipality, attached hereto; and

**WHEREAS**, the Council will provide all calls to the Municipality by call relay, transfer or direct emergency dispatch in accordance with the City's participation plan; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified funds in the form attached hereto.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby enter into this Shared Service Agreement with the County of Monmouth for the Emergency Telecommunications System and hereby authorize the Mayor and Clerk to execute same and forward to the Monmouth County Sheriff's Office.

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. SCHELL, 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 12-9-14  
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 10th DAY OF DECEMBER, 2014  
Kathy L. Schell  
MUNICIPAL CLERK

**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:

**CONTRACT FOR DIRECT EMERGENCY DISPATCH SERVICES FOR FIRE AND EMERGENCY MEDICAL SERVICES (EMS) SHARED SERVICES FIVE(5) YEAR AGREEMENT**

Said contract being made as follows:

**COUNTY OF MONMOUTH \$111,901.90**

Said funds being available in the form of:

**THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADEQUATE FUNDS IN THE 2015 ADOPTED AND FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer

12/3/14

Date



# SHARED SERVICE AGREEMENT

**BETWEEN THE  
COUNTY OF MONMOUTH,  
THROUGH  
THE MONMOUTH COUNTY  
SHERIFF'S OFFICE, COMMUNICATIONS DIVISION**

**AND THE  
CITY OF LONG BRANCH**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this 9th day of Dec . , 2014 by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and the City of Long Branch , in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED:

1. The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.S.A. 17:24-1, et seq.* The County will provide direct emergency dispatch services for Fire and Emergency Medical Services (EMS) for the municipality.
2. The full 2015 fee shall be \$111,901.90. Upon receipt of a proper invoice from the County, the Municipality shall pay said fee on or about April 1, 2015.

- (a) The annual fee thereafter shall be determined in accordance with the County's shared service proposal distributed to the Municipality on or about November 15<sup>th</sup> of the prior year. The Municipality shall pay the County the service fee on or about April 1<sup>st</sup> of each year of the Agreement.
  - (b) Should the method of service and billing be rolled into the general County Tax rate or some other basis, then this Agreement shall terminate on the date of the transition to such change.
  - (c) The County shall provide said service for the period January 1, 2015, or as soon thereafter as the services begin, through December 31, 2019.
  - (d) The County will provide computer related services to support any call taking and dispatching functions for the Municipality as required wherein public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
  - (e) The Municipality will maintain and support all local hardware, routers and air cards.
  - (f) The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
3. If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
- (a) The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
  - (b) The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.

- (c) The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
  - (d) Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the NCIC system.
- 4. This agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A. 40A:65-1, et seq.*
- 5. The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.
- 6. The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.
- 7. Either party may terminate this Agreement with minimum ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement with ninety (90) days written notice for the following reasons:
  - (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.
  - (b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.
- 8. The Clerk of the County's Board of Chosen Freeholders shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.
- 9. Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution authorizing the execution of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

CITY OF LONG BRANCH

\_\_\_\_\_  
By: Lillian G. Burry  
Title: Freeholder Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Municipal Clerk

MONMOUTH COUNTY SHERIFF’S OFFICE

\_\_\_\_\_  
By: Shaun Golden  
Title: Sheriff

Date: \_\_\_\_\_

WITNESS / ATTEST:

\_\_\_\_\_  
Notary

*The Board of Chosen Freeholders  
of the County of Monmouth*

**Monmouth County Office of Shared Services**

**Stephen G. Callas**  
DIRECTOR  
Monmouth County Office of Shared Services  
[Stephen.Callas@co.monmouth.nj.us](mailto:Stephen.Callas@co.monmouth.nj.us)



1 East Main Street  
Hall of Records Annex  
Freehold, New Jersey 07728  
Telephone 732-577-8709  
Fax 732-866-3696

November 3, 2014

City of Long Branch  
Howard H. Wooley  
Administrator  
344 Broadway  
Long Branch, NJ 07740

Re: Shared Services Agreement Renewal

Dear Administrator;

Your current shared services agreement with the Monmouth County Sheriff's Office expires December 31, 2014. Please execute the renewal agreement enclosed.

Please have your governing body pass a resolution stating you wish to enter into said agreement, execute the agreement and send three original copies of the resolution and agreement back to me. I will process for Freeholder signature and return a fully executed copy to you for your records.

Thank you for your time and attention. Please do not hesitate to contact me at 732-577-8709 if you need anything further.

Best Regards,

A handwritten signature in black ink, appearing to read "Stephen G. Callas", is written over a horizontal line.

**Stephen G. Callas**

Director, Office of Shared Services  
County of Monmouth

R # 288-14

RESOLUTION  
2014 BUDGET APPROPRIATION TRANSFERS

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

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

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT  
REGULAR MEETING HELD ON 12-9-14  
IN WITNESS WHEREOF, I HAVE HERETO SIGNED  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10th DAY OF Dec, 2014  
Kathy L. Schmeltz

<b>Budget Appropriations 2014</b>	#2 TRANSFERS 12/09/2014

TRANSFERS "TO"

a) Operations - within "CAPS"	
Division of Accounts and Control	
Salaries and Wages	10,000.00
Department of Public Works	
Office of the Director	
Salaries and Wages	12,000.00
Public Facilities	
Other Expenses	10,000.00
Division of Street Construction & Maintenance	
Salaries and Wages	25,000.00
Division of Police	
Salaries and Wages	35,000.00
Police Dispatch	
Salaries and Wages	3,000.00
Department of Recreation	
Office of the Director	
Salaries and Wages	5,000.00
TOTAL TRANSFERS "TO"	100,000.00



TRANSFER "FROM"

Insurance	
Employee Group Health	(100,000.00)

TOTAL TRANSFER "FROM"	<u>(100,000.00)</u>
-----------------------	---------------------

R # 289-14

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2014 TAXES**

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

**NOW THEREFORE BE IT RESOLVED** that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2014 taxes in the amount of \$3,866.09.

BLOCK	LOT	QUAL.	OWNER	AMOUNT
101	2		Bank of America c/o CoreLogic Account of: Kerr-Petrella, Lois Attn: Refund Dept. PO Box 961250 Fort Worth, TX 76161-9858	2,492.98
237	17		Bank of America c/o CoreLogic Account of: Gil, Julian & Lorena Attn: Refund Dept. PO Box 961250 Fort Worth, TX 76161-9858	1,373.11

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. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 12-9-17

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 10th DAY OF Dec. 20 17

Kathy L. Schemelz  
Municipal Clerk, N.J.C.

R # 290-14

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown below charging taxes for the years indicated in the amount of \$709.16.

BLOCK	LOT	NAME	YEAR	AMOUNT
489	9.69	City of Long Branch	2012	709.16
...		Account of: Lloyd, John & Deborah		

FILED: Bastelli  
SECOND: Pallone  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

I, KENNETH L. JONES, 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 12-9-14  
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 10th DAY OF Dec 20 14  
Kenneth L. Jones  
MUNICIPAL CLERK, R.E.C.

R # 291-14

RESOLUTION  
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Bastelli  
SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

State of New Jersey  
County of Monmouth  
City of Long Branch

I, Kathy L. Schmelz, RMC, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on 12-9-14

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 10th day of Dec, 2014

Kathy L. Schmelz  
Kathy L. Schmelz, City Clerk

# PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of December 9, 2014. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rental of Office Space - December 2014 - Municipal Court	*	9,420.29	
A.R. Communications	Kenwood Chargers & Adapters - Public Works		586.95	
Aforce, Inc.	Refund of 2014 Tax Overpayment - Tax Overpayments	*	3,047.35	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - October 2014		14,485.75	Pymt# 4
AT&T	Phone Service - Bills Dated 10/31 & 11/09/14 - Central	*	2,155.87	
AT&T	Video Conferencing - Bills Dated 11/01/14 - Municipal Court	*	9.91	
Atlantic Fountains	Nozzle for Lake Takanassee Fountain - Parks	*	423.00	
Atlantic Plumbing Supply Corp.	Plumbing Materials for Building on Washington Street - Public Facilities		139.95	
Auto Parts	Miscellaneous Auto Parts - Weeks of 10/13 through 11/14/14 - Various Departments		9,590.17	
B&H Photo	Canon Digital Camera & Accessories for Forensics & 120 GB Hard Drives - Police & Health		2,406.83	
Barnabas Health Corp. Care	Rabies Neutralization Test - Animal Control Officer - Health		78.00	
BCM Irrigation	Winterization of Lawn Irrigation at Parks - Parks		2,080.00	
Boro Printing, Inc.	Taxi License Renewal Stickers - Police		386.00	
Borough of Rumson	1996 International 31 Cubic Yard Rear Load Packer Garbage Truck - Street Construction & Maintenance		10,000.00	
City of Long Branch	DCRP Employer Match - November 2014	*	339.46	
City of Long Branch	Refund of Tax Overpayments Applied as Credits - Tax Overpayments	*	14,378.02	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	109,842.95	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	145,357.58	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	476,379.07	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 11/21/14	*	891,497.61	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14	*	855,511.56	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14 - FICA/Medicare	*	35,986.05	
Comcast	Internet Provider - 01/15 - 12/14/14 - IT		1,500.00	Pymt# 6
Cooper Electric Supply Co.	1000' Box Cat 5 Wire - IT		234.00	
CWA Local 1075	Dental & Vision Benefits - December 2014 - Various Departments	*	5,000.00	
D&W Diesel, Inc.	Test Injectors for Sanitation Vehicle - Municipal Garage		3,380.50	
David Kologinsky	Reimbursement of Mileage - September & October 2014 - Health		145.60	
Dearborn National Life Insurance Co.	Life Insurance - December 2014 - Various Departments	*	939.51	
Difrancesco, Bateman, Coley, Yospin, et al	Professional Services Rendered - Tax Appeals - November 2014		5,145.42	Pymt# 4
Eagan & Associates, LLC	Refund of 2014 Tax Overpayment - Tax Overpayments	*	1,387.30	
Edwards Tire Co., Inc.	Re-Cap Tires - Municipal Garage		2,107.95	
Emergency Equipment Sales, LLC	Screws, Nuts, Washers & Bumpers - Police		54.99	
Ford Motor Credit Co.	2015 Chevrolet Tahoe - Payment 1 of 3 - Police		12,199.41	
Ford Motor Credit Co.	Lease/Purchase of Vehicle - Payments 18 & 19 - Vehicles	*	1,774.54	
Frank Ravaschiere	Reimbursement of Mileage & Tolls to Attend Conventions - 10/24 & 11/06/14 - Parka		118.48	
Freehold Cartage, Inc.	Brush Grinding/Disposal - October & November 2014		20,725.00	Pymt# 4

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Global Govt./Education Solutions, Inc.	G-Force Video Card - Tax Assessor		51.93	
Great American Financial Services	Copier Lease - December 2014 - Various Departments	*	1,043.57	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - October 2014		5,827.50	Pymt# 4
Harley Davidson of Long Branch, Inc.	Replace Kickstand on Police Motorcycle - Municipal Garage		25.34	
Hilsen Pest Control, LLC	Service Call at Fire Headquarters - 11/05/14 - Health		185.00	
Horizon Blue Cross Blue Shield of NJ	Dental Benefits - December 2014 - Various Departments	*	12,767.47	
Horizon Blue Cross Blue Shield of NJ	Health Benefits - December 2014 - Various Departments	*	450,326.18	
Hunter Jersey Peterbilt	Clutch Pad, Floor Cover & Side Marker for Public Works Vehicle - Municipal Garage		199.88	
IAAO	Membership for John Butow - 01/01 through 12/31/15 - Tax Assessor		175.00	
Interport Container Solutions	45' Steel Container & Delivery - Police		2,625.00	
Jersey Central Power & Light	Electric Service - Bills Dated 7/30 through 10/31/14 - Various Departments	*	54,782.49	
Jersey Shore Jr. Wrestling League	Dues for 2014/2015 Season and Referee Fees - Recreation		1,470.00	
Joanne Fabrics	Supplies for Volunteer Projects, Homebound, Bazaars, Centerpieces, Etc. - Senior Affairs	*	449.87	
John Deere Landscapes, Inc.	Yellow Turf Field Lining Paint - Recreation		115.20	
John's Auto & Truck Repair	Towing of Public Works Vehicle to the Municipal Garage - Municipal Garage		35.00	
Kepwel Water	Monthly Cooler Rental - October 2014 - Finance		10.00	
Leckstein & Leckstein, LLC	Refund of 2014 Tax Overpayment - Tax Overpayments	*	1,367.18	
Long Branch Chamber of Commerce	Rental of Office Space - December 2014 - Recreation	*	1,650.00	
Mark Woszczak Mechanical Contractors, Inc.	Replace Drainage Pipeline and Repairs - Street Construction & Maintenance		8,700.00	
Meadowlands Transportation	UEZ - Summer Shuttle Service - August 2014		7,840.00	Pymt# 3
Meadowlands Transportation	UEZ - Year Round Shuttle Service - October 2014		3,220.00	Pymt# 1
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Litigation - Zoning Board - September & October 2014		4,389.60	Pymt# 5 & 6
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Retainer - Zoning Board - October 2014		500.00	Pymt# 10
Michael Winnick	Reimbursement for Purchase of Flags for Veteran Day Service - Administration		8.00	
Monmouth County Clerk's Office	Recording of Deed Easements - City Clerk		16.00	
Monmouth County Police Academy	Training for Police Officers - Police		20.00	
Monmouth University	Use of TV Studio for "Community Connections" - Long Branch Cable Commission		1,500.00	
Municipal Information Systems, Inc.	Annual Maintenance, Support & License for Uniform Construction Code Software - 2015 - Building		3,375.00	
New Jersey American Water Co.	Water Service - Bills Dated 06/06 through 11/09/14 - Various Departments	*	2,463.96	
New Jersey Natural Gas	Natural Gas Service - Bills Dated 10/08 through 11/12/14 - Various Departments	*	4,854.95	
NJ Dept. of Health/Office of Local Public Health	Renewal Application - Teresa Giordano - 2015 Renewal - Health		50.00	
NJAPZA	Annual Luncheon & Education Meeting - Michele Bernich - 11/19/14 - Building		50.00	
Office Concepts Group	Printer Ink Cartridges - Public Works		197.41	
Office Needs, Inc.	Printer Ink Cartridge - Public Works		28.75	
Pat Krosnicki	Reimbursement of Mileage - January through October 2014 - Senior Affairs		938.00	
Paulette Grazi	Refund of 2014 Tax Overpayment - Tax Overpayments	*	2,288.33	
Provantage, LLC	Lenovo Think Center Computers & 128 GB Hard Drives - Building		1,300.20	
Radio Shack	Desktop Cassette Recorder - Planning & Zoning		49.99	
Realty Appraisal Company	Reevaluation Appraisal Services - Bills Dated 11/28/14		27,000.00	Pymt# 2
Registrar's Assoc. of NJ	Registration for Meeting - 11/18/14 - Linda Hurden & Angelina Towns - Health		110.00	
Ronald J. Mehlhorn Sr.	Reimbursement of Licenses - CPA, PSA & RMA - Finance	*	230.00	
Rutgers, The Sate University	Municipal Capital Trust Fund Classes - MaryAnn Lumia - 09/04 through 11/13/14 - Finance		1,179.00	
Scoles Floorshine Industries	Ice Melt & Ice Crusher - Public Facilities		587.58	
Seaboard Welding Supply, Inc.	50 Foot Hose, Cylinders & Propane - Police & Municipal Garage		167.20	
Sickles Market	Supplies for Holiday Decorating of Tree - Senior Center		260.61	
Siperstein's	Paint for Snow Plows - Municipal Garage		81.61	
Sustainable Jersey	Annual Awards Luncheon - Michele Bernich - 11/18/14 - Planning		35.00	
Technatype	Repair Typewriter - Health		92.50	

\* DENOTES PREPAY

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Teresa Giordano	Reimbursement of Mileage - 11/13 & 11/19/14 - Meetings in Freehold - Health	38.76	
The Link News	Publications in News Paper - August, September & October 2014 - City Clerk	2,519.31	
The Rock-N-Roll Chorus	Band Performance for the Columbus Day Parade - 10/12/14 - Community Agencies	1,000.00	
Treasurer, County of Monmouth	Tipping Fees & Taxes - October 2014 - Recycling/Solid Waste	75,839.34	
TSD Resources, Inc.	Computer Parts - IT	204.50	
Uline, Inc.	Stackable Storage Bins - Police	1,281.17	
Van Cleef Engineering Associates	Professional Services Rendered - Sustainable New Jersey Ordinance - October 2014	1,802.00	Pymt# 2
Verizon	Phone Service - Bills Dated 11/01, 11/05 & 11/11/14 - Central, Fire & Municipal Court	* 11,573.30	
Verizon Wireless	Cellular Phone Service - Bills Dated 11/10/14 - Various Departments	* 892.43	
Verizon Wireless	Wireless Laptop Service - Bills Dated 11/12/14 - Various Departments	* 1,530.19	
Vincent Roselli	Reimbursement of Gasoline - Gasoline	72.45	
Vision Service Plan	Vision Benefits - December 2014 - Various Departments	* 1,126.85	
W.B. Mason, Inc.	Office Supplies - Various Departments	2,482.02	
Wireless Communications & Electronics	Repair Police Radios & Relocate Antenna - Police	2,890.00	
<b>TOTAL CURRENT</b>		<b>3,346,707.69</b>	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 58,130.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 94,088.64	
County of Monmouth	Interlocal Agreement - Milling & Paving of City Hall Parking Lot - Public Facilities	16,924.23	
Ewing Sports Center, LLC	Kwikgoals for FEMA Project at Manhasset Creek Park - Recreation	14,992.00	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - October 2014	2,070.00	Pymt# 4
Johnny on the Spot, Inc.	6' x 12' Fence Panels & Barricade Fence - City Boardwalk Repairs	* 58,130.00	
Spillman Technologies, Inc.	User Training & Go Live for Computer Aided Dispatch System - Police	87,428.00	Final Pymt
<b>TOTAL CAPITAL</b>		<b>331,762.87</b>	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 3,785.35	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 4,559.14	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 11/21/14	* 5,161.48	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14	* 4,793.43	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14 - FICA/Medicare	* 368.05	
Dearborn National Life Insurance Co.	Life Insurance - December 2014 - Various Departments	* 1.46	
Horizon Blue Cross Blue Shield of NJ	Dental Benefits - December 2014 - Various Departments	* 100.79	
Horizon Blue Cross Blue Shield of NJ	Health Benefits - December 2014 - Various Departments	* 3,547.46	
Verizon Wireless	Cellular Phone Service - Bills Dated 11/10/14 - Animal Control	* 116.11	
Vision Service Plan	Vision Benefits - December 2014 - Various Departments	* 19.53	
<b>TOTAL DOG</b>		<b>22,452.80</b>	
Barry Stein	Reimb. of Expenses Incurred at League of Municipalities - November 2014 - Community Development	75.05	
City of Long Branch	Reimburse Current Fund - Crime Prevention/Community Policing	* 35,000.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 209.62	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 37,271.26	

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City of Long Branch Clearing Account	To Reimburse Clearing Account	*	39,913.10
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 11/21/14	*	6,367.43
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14	*	5,904.37
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14 - FICA/Medicare	*	463.06
Coast Hardware Co., Inc.	Spray Paint & Galvanized Nuts to Hang Holiday Lighting - Community Development		12.99
Crestline Co., Inc.	Personalized Executive Brief Padfolio - Community Development		501.19
Dearborn National Life Insurance Co.	Life Insurance - December 2014 - Various Departments	*	7.34
Great American Financial Services	Copier Lease - December 2014 - UEZ	*	112.62
Horizon Blue Cross Blue Shield of NJ	Dental Benefits - December 2014 - Various Departments	*	143.10
Horizon Blue Cross Blue Shield of NJ	Health Benefits - December 2014 - Various Departments	*	4,623.38
JAMM Printing	"Things To Do" Notepad - Community Development		789.00
Johnson's Restaurant Supply, Inc.	Motor/Fan Assembly for an Appliance in the Pavilion at Manhasset Creek Park - Community Development		82.60
Monmouth Building Center	2 x 8-20 Treated YP - Community Development		21.84
New Jersey Natural Gas	Natural Gas Service - Bills Dated 10/08 through 11/12/14 - Parks	*	209.62
NJ State League of Municipalities	Tickets for Governor Luncheon - 11/20/14 - Community Development		160.00
Standard Roofings, Inc.	Supplies for Shed - Community Development		1,022.72
Vision Service Plan	Vision Benefits - December 2014 - Various Departments	*	26.66
W.B. Mason, Inc.	Office Supplies - Community Development		105.01
W.W. Grainger, Inc.	Supplies for Holiday Decorations on Poles - Community Development		340.50

<b>TOTAL HUD</b>			<b>133,362.46</b>
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Bulwark Systems, LLC	Tax Sale Premium	*	800.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	756.50	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	16,003.78	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	19,617.15	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 11/21/14	*	27,524.53	
City of Long Branch Payroll Agency Account	NJ Unemployment/Disability Insurance - November 2014	*	144.16	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14	*	27,000.43	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/14 - FICA/Medicare	*	524.10	
Dearborn National Life Insurance Co.	Life Insurance - December 2014 - Various Departments	*	0.73	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - FEM Beachfront South - July, August & September 2014	*	5,647.50	Pymt# 1-3
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - FEM Beachfront South - October 2014		7,515.00	Pymt# 4
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Sale of Pier Village - October 2014		6,975.00	Pymt# 4
Horizon Blue Cross Blue Shield of NJ	Dental Benefits - December 2014 - Various Departments	*	71.55	
Horizon Blue Cross Blue Shield of NJ	Health Benefits - December 2014 - Various Departments	*	2,452.30	
JNH Funding Corp.	Tax Sale Premiums	*	4,400.00	
Joy Anderson, Esq.	Public Defender Alternate - Court Date 08/20/14 - Municipal Court		200.00	
Leon S. Avakian, Inc.	Professional Services Rendered for Various Escrow Accounts - Planning and Zoning		1,090.00	
Long Branch Chamber of Commerce	Rental of Office Space - December 2014 - UEZ/CDBG	*	1,650.00	
Maser Consulting, PA	Professional Services Rendered for Various Escrow Accounts at Meeting - Planning and Zoning		6,758.75	
New Jersey Natural Gas	Natural Gas Service - Bills Dated 10/08 through 11/12/14 - UEZ/CDBG	*	83.24	
Thompson Design Group	Reimbursement of Expenses - FEM Beachfront South - June 2014	*	1,331.74	Pymt# 5
TWR CST for Ebury Fund 1NJ LLC	Tax Sale Premiums	*	3,100.00	
US Bank Cust for BV001 Trust	Tax Sale Premiums	*	4,200.00	
US Bank Cust PC 4 Firstrust BK	Tax Sale Premiums	*	9,300.00	
USBank Cust FNA Jersey Boi LLC	Tax Sale Premiums	*	1,600.00	

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US3K Cust/Empire Tax Fund 1  
Verizon  
Vision Service Plan

Tax Sale Premium  
Phone Service - Bills Dated 11/01, 11/05 & 11/11/14 - UEZ/CDBG  
Vision Benefits - December 2014 - Various Departments

*	500.00
*	470.54
*	13.33
<hr/>	
	<b>149,730.33</b>
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**TOTAL TRUST OTHER**

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