

**RESOLUTIONS ADOPTED BY CITY COUNCIL 7-22-14**

**R187-14** RESOLUTION ACCEPTING 2013 AUDIT REPORT

**R188-14** RESOLUTION AUTHORIZING REIMBURSEMENT OF CERTAIN AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASSON OF 2013-2014 AND STREET LIGHTING COSTS INCURRED DURING THE YEAR 2013

**R189-14** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO TELECOMMUNICATIONS AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE BOARD OF EDUCATION OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH

**R190-14** RESOLUTION AUTHORIZING CITY TO ENTER INTO SETTLEMENT AGREEMENT WITH RICHARD KRUG

**R191-14** RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A LEASE WITH THE LONG BRANCH BOARD OF EDUCATION FOR THE PREMISES KNOWN AS THE GEORGE L. CATRAMBONE SCHOOL PROPERTY (OLD ELBERON SCHOOL)

**R192-14** RESOLUTION APPOINTING SEGUNDO LOZANO AS A MEMBER OF THE LONG BRANCH CABLE COMMISSION

**R193-14** RESOLUTION APPROVING THE LIQUOR LICENSE RENEWAL FOR THE 2014/2015 LICENSE TERM – PIANCONE'S

**R194-14** RESOLUTION AUTHORIZING FINAL CHANGE ORDER #2 TO CONTRACT FOR DIGITAL SIGN WEST END PARK (SHORELANDS CONSTRUCTION)

**R195-14** RESOLUTION AWARDDING BID CONTRACT FOR IMPROVEMENTS TO SAIRS AVENUE PHASE I (FERNANDES CONSTRUCTION)

**R196-14** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR MARYANN G. FENTON

**R197-14** RESOLUTION APPROVING THE VARIOUS INACTIVE LIQUOR LICENSE RENEWALS FOR THE 2014/2015 LICENSE TERM

**R198-14** RESOLUTION DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES ENABLING RESOLUTION

**R199-14** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR ROSEMARIE STRONG AT PREMISES KNOWN AS 509 LONG BRANCH AVENUE IN THE CITY OF LONG BRANCH

**R200-14** RESOLUTION APPROVAL PAYMENT OF BILLS

**R201-14** RESOLUTION OF THE CITY OF LONG BRANCH AUTHORIZING THE DIRECTOR OF FINANCE TO TAKE ALL ACTIONS NECESSARY AND ADVISABLE BY BOND COUNSEL RELATING TO THE MCDC INITIATIVE

R# 187-14

**RESOLUTION ACCEPTING  
2013 ANNUAL AUDIT REPORT**

**WHEREAS**, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transaction; and

**WHEREAS**, the Annual Report of audit for the year 2013 has been filed by a Registered Municipal Accountant with the City Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

**WHEREAS**, R.S. 52:27 BB-34 authorizes the local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affair; and

**WHEREAS**, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed as a minimum, the sections of the annual audit entitled: General Comments/Recommendations; and

**WHEREAS**, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit and specifically the sections of the Annual Audit entitled: "Comments/Recommendations" as evidenced by the group affidavit form of the governing body attached hereto; and

**WHEREAS**, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

**WHEREAS**, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

**WHEREAS**, failure to comply with the regulation of the Local Finance Board of the State of New Jersey New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52::27BB-52 - to wit:

**R.S. 52:27BB-52** - " A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director of the Division of Local Government Services under the provisions o this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both in addition shall forfeit his office."

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Long Branch hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

MOVED: Pallone  
SECONDED: Billings  
AYES: 4  
NAYES: 0  
ABSENT: 1-Celli  
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 7-22-14  
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 22 DAY OF July 2014  
Kathy L. Schemel  
MUNICIPAL CLERK, R.M.C.

R# 188-14

RESOLUTION AUTHORIZING  
REIMBURSEMENT OF CERTAIN

AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR  
SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASON  
OF 2013-2014 AND STREET LIGHTING COSTS INCURRED  
DURING THE YEAR 2013

WHEREAS, pursuant to the Condominium Services Act, also known as the "Kelly Act," N.J.S.A. 40:67-23.2, et seq., municipalities are required to provide certain services to qualified private communities a reimbursement payment therefore; and

WHEREAS, the services to be provided (or reimbursed) include the removal of snow and ice from the roads and streets within the qualified private communities, as well as the payment of costs associated with the provision of lighting along the roads and streets within the qualified private communities, to the extent of payment for the electricity required but not including the installation or maintenance of lamps, standard, wiring or other equipment; and

WHEREAS, the City has calculated the amounts that are required to be paid, as a reimbursement, to the various qualified private communities within the City for snow removal costs incurred during the winter season of 2013-2014, and for street lighting costs during the year 2013; and

WHEREAS, the amounts to be reimbursed are specified in more detail on the attached Schedule A; and

WHEREAS, the total amount to be reimbursed for snow removal costs incurred during the winter season of 2013-2014 is \$4656.19; and

WHEREAS, the total amount to be reimbursed for street lighting costs incurred during the year 2013 is \$8799.33; and

WHEREAS, the grand total reimbursement amount for the above years, which includes both the snow removal and street lighting costs referenced above, equates to **\$13,455.53**; and

WHEREAS, the City of Long Branch wishes to authorize payment of the above reimbursement amounts to the various qualified private communities, which shall be paid in full satisfaction of the City's obligations under the Kelly Act for snow removal costs for the winter season of 2013-2014, and for street lighting costs for the year 2013; and

WHEREAS, the specific amounts to be reimbursed to each of the qualified private communities for the years in question are shown in more detail on the attached Schedule A.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch as follows:

1 - That the City hereby authorizes a refund in the total amount of \$4656.19 to the various qualified private communities listed on the attached Schedule A., in the specific amounts referenced on the said Schedule, pursuant to the Kelly act, for snow removal costs for the winter season of 2013-2014.

2 - That the City hereby authorizes a refund in the total amount of \$8,799.33 to the various qualified private communities listed on the attached Schedule A., in the specific amounts referenced on the said Schedule A, in the specific amounts referenced on the said Schedule, pursuant to the Kelly Act, for street lighting costs for the year 2013.

3 - That the refunds authorizing herein shall be forwarded to the official "Association" addresses that are on file with the City of Long Branch for each of the qualified private communities referenced on the attached Schedule. If there is no official "Association" address on file with the City, or if there is any problem associated with locating the proper payee or proper address for any specific refund authorized herein, then the Chief Financial Officer is hereby authorized to retain the refund amount for the benefit of the qualified private community until such time as an investigation has been made and distribution has authorized by the City Attorney's Office.

4 - That the aforesaid reimbursement payments are being made in full satisfaction of the City's obligations under the Kelly Act for snow removal costs for the winter season of 2013-2014, and for street lighting costs for the year 2013.

5 - That a certified copy of this resolution shall be provided to each of the private qualified communities referenced on the attached schedules, Howard Woolley, Administrator, Ronald Mehlhorn, Finance Director, Michael Martin, Comptroller, Fred Migliaccio, Director of Public Works, Mauro Baldanza, DPW, James Aaron, City Attorney, Fred Rafetto, Esq.

MOVED: 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. SCHEELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 7-29-14  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 29th DAY OF JULY 2014  
Kathy L. Scheele  
Municipal Clerk, I.E.C.

SCHEDULE A REIMBURSEMENT SNOW PLOW & LIGHTING 2013-2014					
PRIVATE COMMUNITY Updated 7-9-14	PROPERTY ADDRESS	MAILING ADDRESS	SNOW	LIGHTS	
			2013-2014	2013 Total	2013 Total
ANCHORAGE	480 OCEAN AVE	Association Advisors 28 East Main Street Freehold, NJ 07728	\$33.34	\$67.11	\$100.45
ARBOR TERR	735 GREENS	Regency Management P.O. Box 588 Howell, NJ 07731	\$116.88	\$234.81	\$351.49
ATLANTIC GROUP (FEE SIMPLE OWNR)	53 DUNBAR AVE	N/A	\$0.00	\$0.00	\$0.00
AVERY ARMS	119 AVERY AVE	ATTN: LESLIE PREST, UNIT 22	\$50.01	\$100.58	\$150.59
BEACH HOUSE	448 OCEAN AVE	ATTN: William Anderson, UNIT 17A	\$83.34	\$167.70	\$251.04
BEACHFRONT NORTH GRAND RESORT	11, 22, 33 COOPER	N/A	\$0.00	\$0.00	\$0.00
BEACHFRONT NORTH HOMEOWNER	GRANT, GREELY, WHITMAN	N/A	\$0.00	\$0.00	\$0.00
BEECHWOOD	274 BATH AVE	Sage 1, LLC 560 Main St. Suite 2G Allenhurst, NJ 07711	\$112.51	\$226.31	\$338.82
BRIGHTON HOMEOWNER ASSOC	3 KELLY LANE	HOMEOWNER ASSOC, Stephen Theccanat 3 Kelly Lane Long Branch, NJ 07740	\$0.00	\$81.46	\$81.46
CEDAR ARMS TOWNHOUSES	12-34 CEDAR AVE	c/o SAUL BETESH, 12 CEDAR AVE. LONG BRANCH	\$58.34	\$117.40	\$175.74
CEDAR GREENS	96 CEDAR	ATTN: SUSAN EMMA, UNIT 9 (last known information, update not available)	\$33.34	\$67.11	\$100.45
CEDAR SQUARE	60 CEDAR	MORRIS HARARY, UNIT 12 60 Cedar Ave Long Branch, NJ 07740	\$83.34	\$167.70	\$251.04
CHALET	720 OCEAN	Elie Gammal, Unit 7 720 Ocean Ave. Long Branch, NJ 07740	\$50.01	\$100.58	\$150.59
COBBLESTONE	158 HULICK	ATTN: M. CARR UNIT 2	\$50.01	\$100.58	\$150.59
CORONET	35 STERNBERGER	ATTN: DAN MANCINI, UNIT G	\$75.01	\$150.87	\$225.88
DEAL MANOR	1001 NORWOOD	N/A	\$0.00	\$0.00	\$0.00
DIAMOND BEACH	432 OCEAN BLVD	N/A	\$0.00	\$0.00	\$0.00
DUNES	310 OCEAN AVE N	First Service Residential 21 Christopher Way Eatontown, NJ 07724	\$50.01	\$100.58	\$150.59
East Street Condos	525 EAST ST	N/A	\$0.00	\$0.00	\$0.00
EXCELSIOR	TOWER RD	Sage 1, LLC 560 Main St. Suite 2G Allenhurst, NJ 07711	\$100.01	\$201.16	\$301.17
GALSWORTHY	65 CEDAR AVE	ATTN: SHARON WISE, UNIT D8	\$133.35	\$266.28	\$401.63
GANSETT COURT	11-58 GANSETT COURT	E&C Management 605 Broadway 2nd Fl. Rear Long Branch, NJ 07740	\$76.68	\$154.24	\$230.92
HARBOUR MANSION	675 OCEAN AVE.	ATTN: Raymond Ambrosino, Unit PHB 675 Ocean Ave Long Branch, NJ 07740	\$100.01	\$201.16	\$301.17
HORIZON HOUSE	2 N. BATH AVE	TOWNSMEN PROPERTIES, LLC 1118 Fifth Ave Asbury Park, NJ 07712	\$100.01	\$201.16	\$301.17
IMPERIAL HOUSE	787 OCEAN AVE	ATTN: Stuart Goldstein Apt. 1805-6	\$158.35	\$318.75	\$477.10
JOLINE MANOR CONDO ASSOC	168 ROCKWELL	TMK Property Management & Consulting, LLC 169 Washington Rd Princeton, NJ 08540	\$37.50	\$75.44	\$112.94
KENSINGTON COURT	317-325 BATH AVE	c/o RICHARD JAMES P.O. BOX 4039 . LONG BRANCH	\$85.01	\$171.06	\$256.07
LAURELS AT LB	LAUREL ST	N/A	\$0.00	\$0.00	\$0.00
MARINA BAY	580 PATTEN AVE	Hearthstone Central Management 265 H'weay 36, Suite 209 West Long Branch, NJ 07764	\$220.03	\$442.70	\$662.73
MATILDA TERR	468 SECOND AVE	c/o R. DAVISON P.O. BOX 35 LITTLE SILVER NJ 07739	\$33.34	\$67.11	\$100.45
NAUTILUS	548 OCEAN BLVD	ATTN: CONNIE MARSALA UNIT 7	\$16.67	\$33.47	\$50.14
NEWPORT TOWNHOUSES	51 SOUTH BATH AVE	ATTN: SYDNEY LEMEN, UNIT 6 (last known information, update not available)	\$58.34	\$117.40	\$175.74
OCEAN COTTAGE	35 COTTAGE PL	ATTN: LISA SCRIVANO, UNIT 2	\$25.00	\$50.29	\$75.29
OCEAN COVE	717 OCEAN	ATTN: Lamy Gross, Unit 1002	\$41.67	\$83.76	\$125.43
OCEAN EAST	460 OCEAN BLVD	ATTN: Ariene Albano, Unit H 460 Ocean Blvd. Long Branch, NJ 07740	\$71.67	\$144.14	\$215.81
OCEAN GLEN	340 OCEAN AVE N	ATTN: TOWNSMEN PROPERTIES, LLC 1118 Fifth Ave Asbury Park, NJ 07712	\$54.17	\$109.08	\$163.25
OCEAN MEWS	31 CEDAR AVE.	ATTN: TOWNSMEN PROPERTIES, LLC 1118 Fifth Ave Asbury Park, NJ 07712	\$42.50	\$85.00	\$127.50
OCEAN PLAZA	525 OCEAN BLVD	ATTN: JEFF ROSENZWEIG UNIT 411	\$25.00	\$50.29	\$75.29
OCEAN POINT	422 OCEAN BLVD N	Sage 1, LLC 560 Main St. Suite 2G Allenhurst, NJ 07711	\$83.34	\$167.70	\$251.04
OCEAN VIEW TOWERS	510 OCEAN AVE	STEPHEN MOLNAR MGT. LLC P.O. BOX 266 OCEANPORT, NJ 07757	\$37.50	\$75.44	\$112.94
OCEAN VILLAS	101-505 VILLA DR	ATTN: MICHAEL RODRIGUEZ, 204 VILLA DR, (last known information, update not available)	\$20.84	\$41.97	\$62.81
OCEANSIDE VILLA	700 OCEAN AVE	STEPHEN MOLNAR MGT. LLC P.O. BOX 266 OCEANPORT, NJ 07757	\$66.67	\$134.23	\$200.90
OCEANVIEW VILLA	295 OCEAN BLVD	Attn: Harold Bobrow, Unit 5 295 Ocean Blvd Long Branch, NJ 07740	\$58.34	\$116.87	\$175.21
PATTEN COURT	2-20 SHORE DR	Hearthstone Central Management 265 H'weay 36, Suite 209 West Long Branch, NJ 07764	\$41.67	\$83.76	\$125.43
PATTEN WOODS	21-128 SHORE DR	Access Property Mgt. 515 Plainfld Ave Suite 202 Edison, NJ 08817	\$230.03	\$462.89	\$692.92
PATTEN/RIDDLE (NO NAME)	583-593 PATTEN AVE	N/A	\$0.00	\$0.00	\$0.00
PAVILION BEACH	25-35 PAVILION AVE	ATTN: Joan Kilcommons, Unit 27	\$33.34	\$67.11	\$100.45
PRESIDENTIAL TOWER	300 OCEAN AVE N	DVS Property Management 165 1st Ave Suite A Atlantic Highlands, NJ 07716	\$83.34	\$167.70	\$251.04
PRESIDENTIAL VILLAGE	280 OCEAN AVE N	ATTN: DIANA RUEDA, BOX 12, 280 OCEAN AVE. N	\$27.50	\$55.43	\$82.93
PROCTOR ESTATES	216 N. 5TH, 205 N. 6TH	N/A	\$0.00	\$0.00	\$0.00
PROVIDENCE PL	450 OCEAN BLVD	ATTN: Debra Bruno, Unit 11	\$44.17	\$88.89	\$133.06
RENAISSANCE	RIVERIA DR	First Service Residential 21 Christopher Way Eatontown, NJ 07724	\$166.69	\$335.39	\$502.08
RIVERVIEW VILLAS	563-571 PATTEN AVE	Richard Schwartz 565 Patten Ave. Long Branch, NJ 07740	\$0.00	\$0.00	\$0.00
ROCKWELL ESTATES	200 ROCKWELL	ATTN: RAYMOND SCHREIHOFER, BOX 11	\$30.84	\$61.98	\$92.82
SAND PEBBLES	455 OCEAN BLVD	N/A	\$0.00	\$0.00	\$0.00
SANDCASTLE	384 OCEAN AVE N	ATTN: PEGGY CHIARELLA, UNIT 4C	\$83.34	\$167.70	\$251.04
SEA DUNES	477 OCEAN AVE N	E&C Management 605 Broadway 2nd Fl. Rear Long Branch, NJ 07740	\$19.17	\$38.60	\$57.77
SEA VILLA	680 SECOND AVE	N/A	\$0.00	\$0.00	\$0.00
SEA WINDS 1	NEWPORT/SEABREEZE/SUNSET	C/O Al Hreha 53 Sunset Ave Long Branch, NJ 07740	\$271.53	\$0.00	\$271.53
SEA WINDS 2	1-12 NAVESINK COURT	E&C Management 605 Broadway 2nd Fl. Rear Long Branch, NJ 07740- made to payable to /	\$50.67	\$0.00	\$50.67
SEAWATCH	26 OCEAN TERR	ATTN: Doug Swallow, Unit B1	\$16.67	\$33.47	\$50.14
SEAWATCH	764 OCEAN AVE	ATTN: JOSEPH MAURIELLO, UNIT B10	\$125.01	\$251.46	\$376.47
SHORE POINT	1-28 BAYVIEW CT	ATTN: EDWINA SHAPIRO, 11 BAYVIEW CT.	\$61.67	\$124.13	\$185.80
SHORES AT LONG BRANCH	CORAL PL	ATTN: JACK KANAREK, 6 CORAL PL	\$108.85	\$214.27	\$321.12

SCHEDULE A REIMBURSEMENT SNOW PLOW & LIGHTING 2013-2014			SNOW		LIGHTS
PRIVATE COMMUNITY	PROPERTY	MAILING ADDRESS	2013-2014	2013 Total	
Updated 7-9-14	ADDRESS				
SHREWSBURY RIVERGATE	RIVERGATE WAY	E&C Management 605 Broadway 2nd Fl, Rear Long Branch, NJ 07740	\$133.35	\$268.28	\$401.63
SPRUCE COMMONS	190 SPRUCE ST	Hearthstone Central Management 265 Hweay 36, Suite 209 West Long Branch, NJ 07764	\$41.67	\$83.76	\$125.43
SUTTON PLACE	388 OCEAN AVE N	E&C Management 605 Broadway 2nd Fl, Rear Long Branch, NJ 07740	\$96.68	\$194.44	\$291.12
THE VILLAS AT HARBOR ISLAND	WATERVIEW WAY	UBE Property Management 1 Willow Pond Rd, Howell, NJ 07731	\$216.69	\$435.97	\$652.66
TWIN GARDENS	721 GREENS	ATTN: Walter Kopec, Unit 24	\$83.34	\$167.70	\$251.04
VICTORIAN VILLAGE	1-12 GRACE CT	ATTN: MS CYNTHIA FONTANEZ, UNIT 5 (last known information, update not available)	\$33.34	\$67.11	\$100.45
WERTHEIM PL (NO NAME)	707 708 719 725 WERTHEIM PL	N/A	\$0.00	\$0.00	\$0.00
WEST END WOODS CONDO ASSOC	728 GREENS AVE.	N/A: FRANK SOMMA, SEA GREEN EQUITIES, LLC, 210 RIVER ST STE 33 HACKENSACK, NJ 07601	\$0.00	\$0.00	\$0.00
WESTWIND	50 STERNBERGER	Klien Property Management P.O. Box 134 Manalapan, NJ 07726	\$62.51	\$125.73	\$188.24
WESTWOOD VILLAGE	364 WESTWOOD	Signature Property Group 870 US Highway 1 North brunswick, NJ 08902	\$112.51	\$226.31	\$338.82
WINDWARD CONDOS	165 RIDDLE AVE	James Reamer, Unit 14	\$41.67	\$83.76	\$125.43
<b>GRAND TOTALS</b>			<b>\$4,656.19</b>	<b>\$8,799.34</b>	<b>\$13,455.53</b>

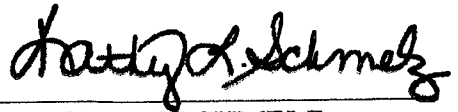


**RESOLUTION AUTHORIZING CITY TO ENTER INTO SETTLEMENT AGREEMENT WITH RICHARD KRUG**

**BE IT RESOLVED** by the Mayor and Council of the City of Long Branch, in the County of Monmouth, that the City be and is hereby authorized to enter into the Agreement reflected in Exhibit A.

I hereby certify that the foregoing resolution was adopted by the Council on July 22, 2014.

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



KATHY SCHMELZ  
MUNICIPAL CLERK

## **EXHIBIT A**

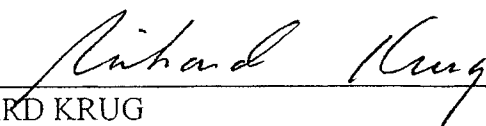
**GENERAL RELEASE AND WAIVER**

I, **RICHARD KRUG** ("Krug"), having agreed to settle all outstanding claims against the **CITY OF LONG BRANCH** ("City"), hereby provide the following General Release and Waiver ("Release"). The terms of the Release are as follows:

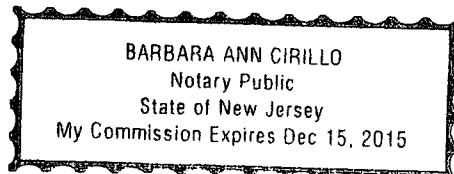
1. I acknowledge and agree that specific consideration for this Release is provided as follows: (1) I will be paid my accrued vacation time of thirteen and one-half days; (2) I will be paid my accrued sick time of six days; (3) I will be paid my accrued compensatory time of eleven and three-quarters hours; (4) the City will provide me with a settlement payment in the amount of \$25,000; (5) my separation will be considered a voluntary resignation and the City will provide a neutral reference with respect to prospective employers; (6) the City will not oppose any efforts on my behalf to obtain unemployment benefits from the State of New Jersey; and (7) the City will provide me with six months of health insurance consistent with the laws of the State of New Jersey, including P.L. 2011, c. 78 through January 31, 2015.

2. I agree to immediately dismiss with prejudice any claims which I have already brought and which are currently pending against any of the Releasees. "Releasees", as that term is employed herein, shall include the City, its officers, agents, servants, and employees, and their respective successors and assigns, as well as UFCW Local 152 ("Union"), its officers, agents, servants, and employees, and their respective successors and assigns.

This page reviewed by:

  
\_\_\_\_\_  
RICHARD KRUG

Dated: 7/8/14

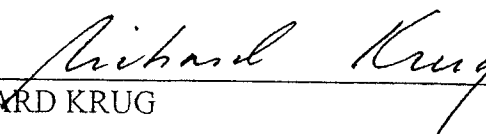


3. Without limiting the scope of the foregoing provision in any way, I specifically release all claims relating to or arising out of any aspect of my employment with the City and my membership with the Union, including, but not limited to, all claims under The Age Discrimination in Employment Act, 20 U.S.C. §621, et seq., and specifically §626, Title VII of The Civil Rights Act, The Civil Rights Act of 1991 and the laws amended thereby, The American with Disabilities Act, The Family and Medical Leave Act of 1993, The New Jersey Law Against Discrimination, The New Jersey Conscientious Employee Protection Act, The New Jersey Family Leave Act, any contract of employment, express or implied, any provision of the Constitutions of the United States or the State of New Jersey, and any other law, common or statutory, of the United States, the State of New Jersey or any other state. This Release shall apply to all known, unknown claims, liens, injuries and damages up to and including the day of the date of the execution of this Release.

4. I hereby execute this Release without being under any duress. I agree that I am not being coerced to sign this Release, and that the decision to provide this Release is being made of my own free will.

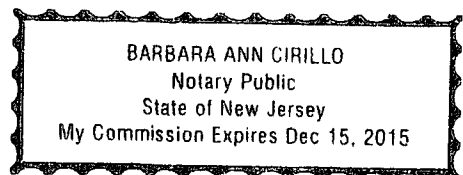
5. I acknowledge and agree that I, the City or the Union may initiate a legal action to enforce the provisions, or any one of them, of this Release.

This page reviewed by:

  
RICHARD KRUG

Dated:

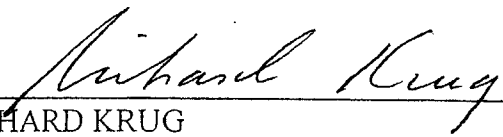
7/8/14





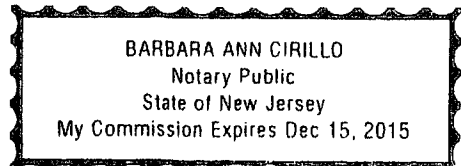
ACKNOWLEDGEMENT

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS RELEASE. BY MY SIGNATURE BELOW I DEMONSTRATE MY ACKNOWLEDGEMENT OF AND AGREEMENT TO EACH AND EVERY TERM OF THIS RELEASE. I ACKNOWLEDGE THAT I WAS ACCORDED AN OPPORTUNITY TO TAKE 21 DAYS TO CONSIDER WHETHER TO EXECUTE THIS RELEASE, BUT I HAVE SPECIFICALLY AND KNOWINGLY WAIVED THIS OPPORTUNITY. I ACKNOWLEDGE THAT I HAD THE OPPORTUNITY TO REVIEW THIS RELEASE WITH LEGAL COUNSEL AND/OR ANYONE ELSE OF MY CHOOSING, AND TO DISCUSS WITH EACH SUCH PERSON THE TERMS AND CONDITIONS OF THIS RELEASE AND MY RIGHTS UPON EXECUTION. NO REPRESENTATIONS CONCERNING THE TERMS OR EFFECT OF THIS RELEASE AND NO PROMISES, INDUCEMENTS, AGREEMENTS OR UNDERSTANDINGS OF ANY KIND WERE MADE TO ME OR WITH ME BY THE CITY OR ITS ATTORNEYS TO CAUSE ME TO AGREE TO THE TERMS OF THIS RELEASE OTHER THAN AS SET FORTH IN THE DOCUMENT. I HAVE VOLUNTARILY SIGNED THIS RELEASE AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS TERMS AND CONDITIONS, WHICH ARE FINAL AND BINDING UPON ME. I UNDERSTAND THAT, FOR A PERIOD OF 7 DAYS FOLLOWING MY EXECUTION OF THIS RELEASE, I MAY REVOKE THIS RELEASE, AND THAT THIS RELEASE WILL NOT BE EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

  
RICHARD KRUG

Dated:

7/8/14



RESOLUTION 191-14

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A LEASE WITH THE LONG BRANCH BOARD OF EDUCATION FOR THE PREMISES KNOWN AS THE GEORGE L. CATRAMBONE SCHOOL PROPERTY (OLD ELBERON SCHOOL)

WHEREAS the City of Long Branch has previously received from the Long Branch Board of Education a deed to a portion of the premises known as the Old Elberon School and is now known as the George L. Catrambone School;

WHEREAS the section of real estate that was conveyed to the City was a portion of the subject property that the Department of Environmental Protection would not approve for school purposes;

WHEREAS in order to obtain funding for the new Catrambone School and with the knowledge of the City of Long Branch, the knowledge of the Department of Environmental Protection and the school construction corporation, the prior conveyance to the City of Long Branch was approved;

WHEREAS the Board of Education wishes to lease back the previously conveyed property for use as a parking lot;

WHEREAS a lease has been prepared, negotiated, and reviewed by the City Attorney of the City of Long Branch;

WHEREAS the execution of the lease would be in the best interest of the residence of the City of Long Branch, in particular the benefit would be provided to the users of the parking lot at the George L. Catrambone School;

THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the lease annexed hereto and made part thereof be executed by the Mayor of the City of Long Branch.

MOVED: *Pallone*

SECONDED: *Billings*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 4  
NAYES: 0  
ABSENT: 1 - *Celli*  
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 7-22-14  
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 23rd DAY OF July, 2014  
*Kathy L. Schemel*  
MUNICIPAL CLERK, N.J.

# Lease

This Lease is made on July 2014 ,  
BETWEEN the Tenant(s)  
Board of Education of the City of Long Branch,  
in the County of Monmouth  
whose address is  
540 Broadway  
Long Branch, NJ 07740

referred to as the "Tenant,"  
AND the Landlord  
City of Long Branch, a municipal corporation

whose address is  
344 Broadway  
Long Branch, NJ 07740

referred to as the "Landlord."  
The word "Tenant" means each Tenant named above.

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the property known as Block 22.01, Lot 1.01 as set forth on the Official Tax Map of the City of Long Branch, also known as a portion of the George L. Catrambone Elementary School located on Park Avenue in the City of Long Branch, more fully described in Exhibit "A" attached hereto and made a part hereof. referred to as the "Property."

2. **Term.** The term of this Lease is for 99 Years starting on July 1, 2014 and ending June 30, 2113. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, rent will only be charged from the date on which possession of the Property is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease.

3. **Rent.** The Tenant agrees to pay \$99.00 as rent, to be paid as follows: \$SEE BELOW\* per month, due on the day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of \$ for each payment that is more than 10 days late. This late charge is in addition to the monthly rent payment. All rent and other payments due Landlord hereunder shall be made at the address given above or such other address as Landlord shall specify in writing. \*\$99.00 payable upon the signing of this Lease by the Landlord.

4. **Use of Property.** The Tenant may use the Property only for the following purpose(s):

For a public school and related purposes including the possible sub-rental of all or a portion of the Property to third parties for temporary use e.g., a summer camp, a daily activity, etc.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

5. **Eviction.** If the Tenant does not pay the rent within days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Property. Rent received from any new tenant will reduce the amount owed the Landlord.

6. **Payments by the Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

7. **Care of the Property.** The Tenant has examined the Property, including all facilities, furniture and appliances, and is satisfied with its present condition. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant or the Tenant's visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out.

8. **Quiet Enjoyment.** The Tenant may remain in and use the Property without interference by Landlord or anyone claiming through Landlord, subject to the terms of this Lease.



9. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

10. **Lead Paint Lease Disclosure.** The Landlord, Tenant and Agent (if any), have signed the "Disclosure to Tenants" form for lease of residential property of the house was built before 1978). For all such above leases the tenant has also been provided with a copy of the EPA pamphlet, "Protect Your Family from Lead in Your Home." 42 U.S.C. 4852d; 24 C.F.R. 35.88; 40 C.F.R. 745.107.

11. **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 Property 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.

12. **Parties.** The Landlord and each of the Tenants is bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

13. **Entire Lease.** All promises the Landlord has made are contained in this written lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

14. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

City of Long Branch, a municipal corporation

Witnessed or Attested by:

By: Adam Schneider, Mayor (Seal)  
Landlord

Kathy M. Schmelz, City Clerk

Board of Education of the City of Long Branch (Seal)  
Tenant

Peter E. Genovese, III, RSBO, QPA, Board Secretary

By: Lucille Perez, President (Seal)  
Tenant

**LEASE**

City of Long Branch, a municipal corporation

**LANDLORD**

**TO**

Board of Education of the City of Long Branch,

**TENANT**

**DATED: July 2014**

**Expires on June 30, 2113**

**Rent \$ 1.00 per year**



Consulting, Municipal & Environmental Engineers  
Planners • Surveyors • Landscape Architects

American Metro Center  
100 American Metro Blvd., Suite 152  
Hamilton, NJ 08619  
Tel: 609.587.8200 • Fax: 609.587.8260  
www.maserconsulting.com

**SCHEDULE "A"**

DESCRIPTION OF PROPERTY  
CITY OF LONG BRANCH  
MONMOUTH COUNTY  
NEW JERSEY

LOT 1.01, BLOCK 22.01  
PROJECT No. 05001714A  
JUNE 27, 2006

All that certain lot, tract or parcel of land situate lying and being in the City of Long Branch in the County of Monmouth and the State of New Jersey and being all of Lot 1.01, Block 22.01, said lot as shown on a plan entitled "Minor Subdivision Plan, for Elberon Elementary School, Lot 1, Block 22.01, Situate in, City of Long Branch, Monmouth County, New Jersey" prepared by Maser Consulting P.A. dated June 27, 2006, and about to be filed in the Monmouth County Clerk's office, and being more particularly bounded and described as follows to wit:

**BEGINNING** at the point of intersection of the westerly line of Eaton Terrace (50' R.O.W.) with the northerly line of Lot 2, Block 22.01, said lot as shown on the aforesaid Minor Subdivision Plan about to be filed and running, thence-

1. N 74°14'59" W, 205.00 feet along the northerly line of Lot 2, Block 22.01 and beyond, along the northerly line of Lot 3, Block 22.01 and beyond, along the northerly line of Lot 4, Block 22.01, to a point in the easterly line of New Lot 1, Block 22.01, said lots as shown on the aforesaid Minor Subdivision Plan, about to be filed, thence-
2. N 22°01'15" E, 263.65 feet along the aforesaid easterly line of New Lot 1, Block 22.01, to an angle point in the same, thence-
3. N 78°13'43" E, 183.21 feet along the easterly line of the aforesaid New Lot 1, Block 22.01 to a point in the aforesaid westerly line of Eaton Terrace, thence-
4. S 13°29'01" W, 347.00 feet along the aforesaid westerly line of Eaton Terrace, to the Point the Place of **BEGINNING**.



DESCRIPTION OF PROPERTY  
CITY OF LONG BRANCH  
MONMOUTH COUNTY  
NEW JERSEY

LOT 1.01, BLOCK 22.01  
PROJECT No. 05001714A  
JUNE 27, 2006  
PAGE 2

CONTAINING: 55,611.12 square feet of land more or less and/or 1.277 acres of land more or less.

SUBJECT TO: An access easement across the entire Lot 1.01, Block 22.01 granted to the owner of New Lot 1, Block 22.01.

The foregoing description was prepared by the undersigned professional for the firm of Maser Consulting P.A. and is based on the aforesaid Minor Subdivision Plan, about to be filed, dated June 27, 2006.

6/27/06

---

MICHAEL F. BURNS  
PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 34841

DATE SIGNED

## EXHIBIT "B"

15. The Tenant intends to use the Property as a parking lot and therefore will be covering all or a portion of the Property with impervious material. The parking lot will be constructed and striped in accordance with the municipal standards. The tenant shall install lights on the Property in conjunction with the use of the Property as a parking lot.

16. The Tenant will indemnify and hold harmless the Landlord from all claims, suits, causes of action, and damages for any and all matters involving the Property, with the exception any claim made by the New Jersey Department of Environmental Protection for the presence of hazardous materials on or under the Property.

17. The Tenant will provide to the Landlord a Certificate(s) of Insurance naming the Landlord as an Additional Insured in the form attached hereto and made hereto as Exhibit C. The Landlord will renew the Certificate annually to assure at all times the Landlord is an Additional Insured on the insurance policy or policies affecting the Property.

18. The Property subject to the lease will be used by the Tenant for school purposes in accordance with all laws, rules and regulations of the State of New Jersey including those enforced by the New Jersey Department of Environmental Protection.

19. No use of this Property shall violate any of the requirements of the DEP for the use of the Property as disclosed by the Tenant to the DEP.

20. "The Landlord shall permit access to the Property from the southerly portion of Eaton Terrace. To the extent this requires a "curb cut", the Tenant shall be responsible to pay the cost of cutting the curb and restoring Eaton Terrace in accordance with all state and municipal laws, rules and regulations. The purpose of this paragraph is to assure that the Tenant will be able to have vehicular access to Block 22.01, Lot 1.01(the "Property") from the southerly portion of Eaton Terrace.

Client#: 16190

LONGBRANCHB

DATE (MM/DD/YYYY)  
5/02/2014

ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New Jersey, Inc. 350 Mt Kemble Ave Morristown, NJ 07962 973 829-6440	CONTACT NAME: PHONE (A/C, No, Ext): 973 829-6440	FAX (A/C, No): 9734104600	
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich Insurance Company		NAIC #
INSURED Long Branch Board Of Education 540 Broadway Long Branch, NJ 07740	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CPO906303205	07/01/2013	07/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAP906303305	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		UMB906303405	07/01/2013	07/01/2014	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is included as additional insured regarding general liability with respect to lease property at George L. Catrambone School, 240 Park Avenue, Long Branch, NJ.

CERTIFICATE HOLDER City of Long Branch 344 Broadway Long Branch, NJ 07741	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia A. Jony
--	---

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R# 192-14

**RESOLUTION APPOINTING SEGUNDO LOZANO  
AS A MEMBER OF THE LONG BRANCH CABLE COMMISSION**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby appoint Segundo Lozano as a member of the Long Branch Cable TV Commission for a term to expire on June 30, 2018.

MOVED: 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. SCHEMLE, 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 6-22-14  
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 July, 2014  
Kathy L. Schmle  
MUNICIPAL CLERK, R.T.C.

R# 193-14

**RESOLUTION APPROVING THE  
LIQUOR LICENSE RENEWAL FOR THE 2014/2015  
LICENSE TERM – PIANCONE'S**

**WHEREAS**, the Director of Public Safety, the Director of Health and the Director of Building & Development, have recommended the approval of the following liquor license

Cozumel Inc. (Piancone's)

1325-33-011-013

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewal for the license term of July 1, 2014 through June 30, 2015.

MOVED: Pallone  
SECONDED: Billings

AYES: 4  
NAYS: 0  
ABSENT: J-Celli  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCIBELZ, 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 7-22-14  
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 22nd DAY OF July 2014  
Kathy L. Scibelz  
MUNICIPAL CLERK, E.M.S.

R# 194-14

**RESOLUTION AUTHORIZING FINAL CHANGE ORDER #2  
TO CONTRACT FOR DIGITAL SIGN WEST END PARK**

**WHEREAS**, City Council approved a contract to SHORELANDS CONSTRUCTION for the General Installation of a Digital Sign for West End Park for an amount not to exceed \$108,577.00; and

**WHEREAS**, during preliminary work by SHORELANDS CONSTRUCTION it became apparent that an additional brick pillar had to be constructed to support the digital sign properly; and

**WHEREAS**, the project architect, Avakian, contacted SHORELANDS CONSTRUCTION, the General Contractor, and secured a proposal for the necessary work, and recommends that it is in the City's best interest to issue a change order for said work; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Appropriation # G-13-055-421 in the amount of \$5,999.00.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby approves Final Change Order # 2 to the contract with SHORELANDS CONSTRUCTION in the amount of \$5,999.00, amending the total contract amount to a sum not to exceed \$114,576.00.

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

OFFERED:	<u>Pallone</u>
SECOND:	<u>Billings</u>
AYES:	<u>4</u>
NAYES:	<u>0</u>
ABSENT:	<u>1 - Celli</u>
ABSTAIN:	<u>0</u>

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 7-22-14  
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 22 DAY OF July, 2014  
Kathy L. Schemelz  
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:

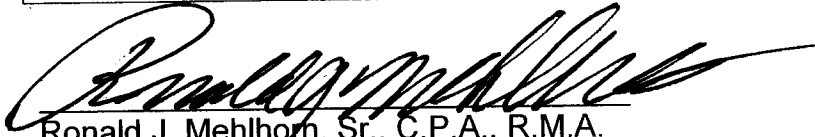
**CONTRACT FOR WEST END DIGITAL SIGN**

Said contract being made as follows:

**SHORELANDS CONSTRUCTION \$5,999.00 CHANGE ORDER #2**

Said funds being available in the form of:

**#G-13-055-421, \$5,999.00**

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

  
Date

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**MAINTENANCE BOND**

Bond No **B 1134009**

**KNOW ALL MEN BY THESE PRESENTS**, That we, **Shorelands Construction, Inc.**  
**7 Columbus Drive Monmouth Beach, NJ 07750**, as Principal, and **SELECTIVE INSURANCE COMPANY**  
**OF AMERICA**, a corporation duly organized under and by the virtue of the laws of the State of New Jersey and

authorized to become sole surety on bonds in the State of \_\_\_\_\_ NJ \_\_\_\_\_, as Surety, are

held and firmly bound unto the **City of Long Branch**  
**344 Broadway Long Branch, NJ 07740**  
,hereinafter called Obligee, in the just and penal sum of  
**Twenty Eight Thousand Six Hundred Forty Four Dollars**  
Dollars (\$**28644**

), lawful money of the United States of America, to the payment of which  
well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its  
successors and assigns, jointly and severally, firmly by these presents.


**WHEREAS**, the Principal has by means of a written agreement, dated \_\_\_\_\_,  
contracted with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with  
**Installation of Three Digital Signs - City Hall, West End Park and Manhasset Park**  
as specifically set forth in said contract for said work, and

**WHEREAS**, the Principal has completed the said contract in accordance with the plans and specifications thereof,  
and

**WHEREAS**, the Obligee has requested the Principal to guarantee said work against defective workmanship or  
faulty materials for a period of **2** year(s) from date of acceptance of said work **6/2/2014**; and

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall well  
and truly make good any defects in material or workmanship which may arise in said work within **2** year(s)  
from the date of acceptance of said work, then this obligation shall be null and void, otherwise it shall remain in full  
force and effect.

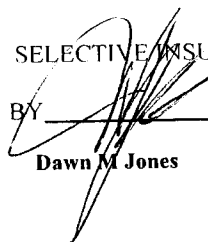
**IN WITNESS WHEREOF**, we have set our hands and seals this **11th** day of **June**, **2014**

  
\_\_\_\_\_  
**Shorelands Construction, Inc.** (SEAL)  
Principal

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

SELECTIVE INSURANCE COMPANY OF AMERICA

BY   
\_\_\_\_\_  
**Dawn M Jones** Attorney-in-Fact



# FINAL CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.2

**Project:** **DIGITAL SIGNS FOR WEST END PARK, MUNICIPAL BUILDING AND MANHASSETT CREEK PARK**

**Project No:** LB13-05

**Owner:** City of Long Branch

**Date:** 6/2/2014

**Contractor:** Shorelands Construction Inc.  
7 Columbus Drive  
Monmouth Beach, NJ 07750

<b>Original Contract Amount:</b> .....	\$104,257.00
<b>Previously Adjusted Contract Amount :</b> .....	\$108,577.00
<b>Amount of this Supplemental Agreement:</b> ...	\$5,999.00
<b>Total Adjusted Contract Amount to Date:</b> .....	\$114,576.00

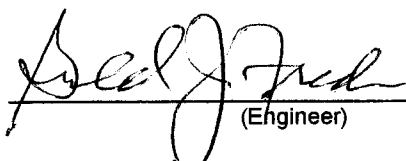
You are requested to comply with the following changes from the contract plans and specification:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
SA2-1	Excavate and Backfill Footing	1.000	LS	\$874.00	\$0.00	\$874.00
SA2-1	Additional Brick Pillar	1.000	LS	\$5,125.00	\$0.00	\$5,125.00
	Total Decrease per this Agreement				\$0.00	
	Total Increase per this Agreement					\$5,999.00
	Net Change in Contract Price due to this agreement					\$5,999.00

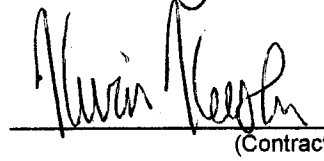
The sum of **\$5,999.00** is hereby added to the Total Contract Price and the total Adjusted contract Price to date is hereby equal to .....

**\$114,576.00**

**Reason for Change:** Additional work due to increase sign base

Recommended by:   
(Engineer)

Date: 7/2/14

Accepted by:   
(Contractor)

Date: 7-2-14

Approved by: \_\_\_\_\_  
(City)

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

Prepared by Leon S. Avakian, Inc.

R# 195-14

## RESOLUTION AWARDING BID CONTRACT FOR IMPROVEMENTS TO SAIRS AVENUE PHASE 1

**WHEREAS**, the City of Long Branch has the need to contract for Improvements to Sairs Avenue Phase1 and;

**WHEREAS**, through a fair and open process, the City has advertised to receive bids on July 1, 2014 for Improvements to Sairs Avenue Phase1 and the following bids were received as followed:

	<b>Base Bid</b>
<b>Fernandes</b>	<b>\$261,984.00</b>
<b>Earle Asphalt</b>	<b>\$278,813.13</b>
<b>L &amp; L</b>	<b>\$300,164.50</b>
<b>Black Rock</b>	<b>\$301,926.02</b>
<b>Precise</b>	<b>\$313,095.00</b>
<b>FIORE</b>	<b>\$325,197.48</b>
<b>S.Batata</b>	<b>\$397,428.00</b>

**WHEREAS**, the bid documents were reviewed by the Purchasing Agent, and our City Engineer and found to be in order; and

**WHEREAS**, it is the recommendation of the City Engineer that it is in the City's best interest to award a contract to **Fernandes Construction** as the low bidder; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in, **Appro. #C-04-113-607, in the amount of \$35,734.00, Appro. #G-13-024-401, in the amount of \$226,250.00 for a total of \$261,984.00**

**WHEREAS**, this project is funded in part by the NJDOT and **subject to the approval of the New Jersey Department of Transportation Commissioner**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that a contract be awarded to **Fernandes Construction** for Improvements to Sairs Avenue Phase1, in accordance with the bid specifications and proposal, **for a sum not to exceed \$261,984.00**

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

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. 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 7-29-14  
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 29th DAY OF July, 2014  
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:

**CONTRACT FOR SAIRS AVE IMPROVEMENTS PHASE 1**

Said contract being made as follows:

**FERNANDES CONSTRUCTION \$261,984.00**

Said funds being available in the form of:

**#G-13-024-401, \$226,250.00  
#C-04-113-607, \$35,734.00  
Grand Total = \$ 261,984.00**

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

  
Date

July 1, 2014

Ms. Kathy Schmelz, Clerk  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

**Re: Improvements to Sairs Avenue – Phase 1  
Recommendation of Award  
Our file: LB 12-08**

Dear Ms. Schmelz:

Bids for the above referenced project were received on Tuesday, July 1, 2014. Seven (7) contractors purchased bid documents and of those, seven (7) contractors submitted proposals. The bid amounts ranged from a low bid of \$261,984.00 to a high of \$367,428.00. The bidders are outlined below:

	<b>Bidders</b>	<b>Bid Amount</b>
1.	Fernandes Construction, Inc.	\$261,984.00
2.	Earle Asphalt Company	\$278,813.13
3.	L & L Paving Company, Inc.	\$300,164.50
4.	Black Rock Enterprises, LLC	\$301,926.02
5.	Precise Construction, Inc.	\$313,095.00
6.	Fiore Paving Company	\$325,197.48
7.	S. Batata Construction, Inc.	\$367,428.00

The references for the low bidder, Fernandes Construction, Inc. of South River, New Jersey have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to Fernandes Construction, Inc. of South River, New Jersey in the amount of \$261,984.00, subject to the favorable review of the bid bond by the City Attorney, and the availability of funding to complete the project.

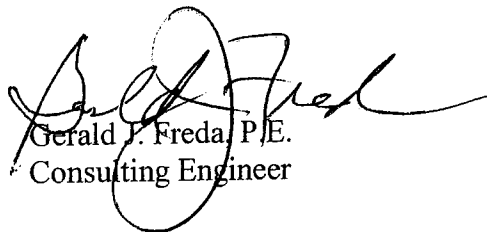


Since the project is funded by the NJDOT, the following language should be included in the resolution: **“subject to the approval of the New Jersey Department of Transportation Commissioner.”** Please forward four (4) copies of the signed and sealed resolution upon approval of Council.

Should you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Gerald J. Freda, P.E.  
Consulting Engineer

DMH:mcs

cc: Howard H. Woolley, Jr. Administrator  
Ronald Mehlhorn, Sr. CFO  
David J. Spaulding, Jr., Purchasing Agent  
Fred Migliaccio, Director of DPW

LB/12/12-08z

R# 196-14

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR MARYANN G. FENTON AT PREMISES KNOWN AS 136 CHARLES STREET IN THE CITY OF LONG BRANCH.**

**WHEREAS**, the City of Long Branch provided a mortgage in the amount of \$13,675.00 to MARYANN G. FENTON on October 29, 1998 which was recorded on August 28, 1998 in Mortgage Book MB6553 at Page 90; and

**WHEREAS**, said lien was made under a City of Long Branch Mount Laurel Home Repairs Low-Income program; and

**WHEREAS**, a mortgage modification was done on October 29, 1998 whereby the mortgage was increased from \$13,675.00 to \$14,575.00 which was recorded on February 19, 1999 in Mortgage Book MB6709 at Page 57;

**WHEREAS**, as pursuant to correspondence received from Tonya Medina, Housing Technician, of the Office of Community and Economic Development of the City of Long Branch, that Maryann G. Fenton have satisfied the requirements provided to them by the RCA lien and by complying with the requirements the City of Long Branch is in a position and obligated to discharge the mortgages in the amount of \$13,675.00 and \$14,575.00; 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 the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$13,675.00 in Mortgage Book MB6553 at Page 90 and mortgage modification amount of \$14,575.00, in Mortgage Book MB6709 at Page 57.

MOVED: Pallone  
SECONDED: Billings  
AYES: 4  
NAYES: 0  
ABSENT: 1-Celli  
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 7-29-14  
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 29th DAY OF July, 2014  
Kathy L. Schemel  
MUNICIPAL CLERK, R.M.

# Discharge of Mortgage

A certain Mortgage dated **October 29, 1998**  
**MARYANN G. FENTON**

, was made by

to  
**CITY OF LONG BRANCH**

This Mortgage was made to secure payment of \$ **14,575.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **February 19, 1999**, in Mortgage Book **6709** on Page **57**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on

Witnessed or Attested by: \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on

**CITY OF LONG BRANCH**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.

\_\_\_\_\_  
*Print name and title below signature*

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on

**ADAM SCHNEIDER**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as **MAYOR**

of **CITY OF LONG BRANCH**

the entity named in this instrument; and,

- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:  
**TONYA MEDINA**  
**CITY OF LONG BRANCH**  
**344 BROADWAY**  
**LONG BRANCH, NEW JERSEY 07740**

\_\_\_\_\_  
*Print name and title below signature*

(For Recorder's Use Only)

# Discharge of Mortgage

A certain Mortgage dated **August 3, 1998**  
**MARYANN G. FENTON**

, was made by

to  
**CITY OF LONG BRANCH**

This Mortgage was made to secure payment of \$ **13,675.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **August 28, 1998**, in Mortgage Book **6553** on Page **90**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on

Witnessed or Attested by: \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on

**CITY OF LONG BRANCH**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.

\_\_\_\_\_  
*Print name and title below signature*

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on

**ADAM SCHNEIDER**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as **MAYOR**

of **CITY OF LONG BRANCH**

the entity named in this instrument; and,

- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:  
**TONYA MEDINA**  
**CITY OF LONG BRANCH**  
**344 BROADWAY**  
**LONG BRANCH, NEW JERSEY 07740**

\_\_\_\_\_  
*Print name and title below signature*

(For Recorder's Use Only)

R# 197-14

**RESOLUTION APPROVING THE VARIOUS  
INACTIVE LIQUOR LICENSE RENEWALS FOR THE  
2014/2015 LICENSE TERM**

**WHEREAS**, the Director of Public Safety, the Director of Health and the Director of Building & Development, gave approval of the following liquor licenses:

Machtoob LLC	1325-33-073-013
BAC Liquor LLC	1325-33-056-010
BAC Liquor LLC	1325-33-020-006
Bricktown Realty Liquors LLC	1325-33-031-006
WC Beer Hall LLC	1325-33-040-009

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve the above listed liquor licenses renewal for the license term of July 1, 2014 through June 30, 2015.

MOVED: Pallone  
SECONDED: Billings

AYES: 4  
NAYS: 0  
ABSENT: 1-Celli  
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 1-22-14  
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 22 DAY OF January 2014  
Kathy L. Schemel  
MUNICIPAL CLERK, R.M.C.

117 - 1017

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GREEN ACRES  
ENABLING RESOLUTION**

WHEREAS, The New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, The City of Long Branch desires to further the public interest by obtaining a loan of \$712,030.50 from the State to fund the following project(s): Manahasset Creek Park Improvement Project.

NOW, THEREFORE, the governing body/board resolves that Mayor Adam Schneider or the successor to the office of Mayor of the City of Long Branch is hereby authorized to:

- a. make application for such a loan and/or such a grant
- b. provide additional application information and furnish such documents as may be required
- c. act as the authorized correspondent of the above named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;


NOW, THEREFORE, BE IT RESOLVED BY The City Council Of The City Of Long Branch

1. That the Mayor of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as Manahasset Creek Park Improvement Project, and
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$712,030.50.
3. That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project, and;
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules and regulations in its performance of the project.
5. That this resolution shall take effect immediately.

**CERTIFICATION**

I, Kathy Schmelz, Registered Municipal Clerk of the City of Long Branch do hereby certify that the foregoing is a true copy of a resolution adopted by The City Council of the City of Long Branch at a meeting held on the 23rd day of JULY, 2017.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 23rd day of JULY, 2017.

  
Kathy L. Schmelz RMC  
City Clerk

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELE, 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 7-22-14  
IN WITNESS WHEREOF, I HAVE HEREIN TO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

MUNICIPAL CLERK, R.N.C.

R# 199-14

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR ROSEMARIE STRONG AT PREMISES KNOWN AS 509 LONG BRANCH AVENUE IN THE CITY OF LONG BRANCH.**

**WHEREAS**, the City of Long Branch provided a mortgage in the amount of \$11,600.00 to Rosemarie Strong on July 22, 1998 which was recorded on August 25, 1998 in Mortgage Book 6548 at Page 989; and

**WHEREAS**, said lien was made under a City of Long RCA program; and

**WHEREAS**, a mortgage modification was done on November 2, 1998 whereby the mortgage was increased from \$11,600.00 to \$13,850.00 which was recorded on February 16, 1999 in Mortgage Book 6704 at Page 258;

**WHEREAS**, as pursuant to correspondence received from Tonya Medina, Housing Technician, of the Office of Community and Economic Development of the City of Long Branch, that Maryann G. Fenton have satisfied the requirements provided to them by the RCA lien and by complying with the requirements the City of Long Branch is in a position and obligated to discharge the mortgages in the amount of \$11,600.00 and \$13,850.00; 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 the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$11,600.00 in Mortgage Book 6548 at Page 989 and mortgage modification amount of \$13,850.00, in Mortgage Book 6704 at Page 258.

MOVED: Pallone  
SECONDED: Billings  
AYES: 4  
NAYES: 0  
ABSENT: 1-Celli  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7-22-14  
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 23rd DAY OF July 2014  
Kathy L. Schmelz M.C.



# Discharge of Mortgage

A certain Mortgage dated **November 2, 1998**, was made by  
**ROSEMARIE STRONG**

to  
**THE CITY OF LONG BRANCH**

This Mortgage was made to secure payment of \$ **13,850.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **February 19, 1999**, in Mortgage Book **6704** on Page **258**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on

Witnessed or Attested by: \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

STATE OF NEW JERSEY, COUNTY OF  
I CERTIFY that on

SS:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.

\_\_\_\_\_  
*Print name and title below signature*

STATE OF NEW JERSEY, COUNTY OF  
I CERTIFY that on

SS:

**ADAM SCHNEIDER**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as **MAYOR**

of **THE CITY OF LONG BRANCH** the entity named in this instrument; and,  
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:  
**TONYA MEDINA**  
**CITY OF LONG BRANCH**  
**344 BROADWAY**  
**LONG BRANCH, NEW JERSEY 07740**

\_\_\_\_\_  
*Print name and title below signature*

(For Recorder's Use Only)

# Discharge of Mortgage

A certain Mortgage dated **July 22, 1998**, was made by  
**ROSEMARIE STRONG**

to  
**CITY OF LONG BRANCH**

This Mortgage was made to secure payment of \$ **11,600.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **August 25, 1998**, in Mortgage Book **6548** on Page **989**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on

Witnessed or Attested by: \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS:  
I CERTIFY that on

- personally came before me and stated to my satisfaction that this person (or if more than one, each person):
- (a) was the maker of the attached instrument;
  - (b) executed this instrument as his or her own act.

\_\_\_\_\_  
*Print name and title below signature*

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS:  
I CERTIFY that on

- ADAM SCHNEIDER**
- personally came before me and stated to my satisfaction that this person (or if more than one, each person):
- (a) was the maker of the attached instrument;
  - (b) was authorized to and did execute this instrument as **MAYOR**

- of **THE CITY OF LONG BRANCH** the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:  
**TONYA MEDINA**  
**CITY OF LONG BRANCH**  
**344 BROADWAY**  
**LONG BRANCH, NEW JERSEY 07740**

\_\_\_\_\_  
*Print name and title below signature*

(For Recorder's Use Only)

R# 200-17

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: Pallone

SECONDED: Billings

AYES: 4

NAYES: 0

ABSENT: 1-Celli

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 7-25-17

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 25th DAY OF July, 2017

Kathy L. Schell  
Municipal Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of July 22nd, 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	Office Space Rent - August 2014 - Municipal Court		9,237.68	
Ace Auto Tops & Seat Covers	Recover Two Truck Seats for Beach Trucks - Beach		275.00	
AICPA	12 Month Membership Renewal - Finance Director - Finance	*	525.00	
All Hands Fire Equipment	Boardshorts for Lifeguards - Beach		182.99	
Alonzo Rawls	DJ for Long Branch Recreation Beach Party - 06/21 & 07/05/14 - Recreation		800.00	
Andreliana Campos	Mileage Reimbursement for POMCA Training III Class - Municipal Court		134.69	
Atlantic Plumbing Supply Corp.	Plumbing Materials and Supplies for Various Projects - Public Works		310.49	
Auto Parts	Miscellaneous Auto Parts - 06/02 - 06/20/14 - Public Works/Police/Fire/Sanitation		4,029.39	
B&H Photo	Fugitsu Scanner and Computer Cables - Police		976.67	
BD Sign Supply, LLC	Paint and Tape - Police/Traffic		385.00	
Builders' General Supply Co.	Materials for Morris Ave. Trailer & New Bath Ave. Comfort Station - Public Works		4,254.68	
Bullet Lock & Safe Co., Inc.	Lock Repairs on Cabinet & Entry Knob - Health & City Hall Building		405.35	
Cablevision Lightpath, Inc.	Fiber Lease - 07/01 - 07/31/14 - IT		1,500.00	Pynt# 1
Cherry Valley Tractor Sales, Inc.	Battery and Supplies for Public Works Vehicle #107 - Public Works		351.00	
Circle Chevrolet	Labor & Various Auto Parts for Vehicles - Public Works		46.90	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	1,466,489.22	
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14	*	962,598.24	
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14 - FICA/Medicare	*	46,822.11	
Clayton Block Co., Inc.	Knit/Palm Coated Gloves for Seasonal Beach Workers - Beach		48.00	
Coast Hardware Co., Inc.	Miscellaneous Hardware Supplies - Beach/Public Works/Community Development		193.03	
Comcast	Internet Provider - 06/15 - 07/14/14 - IT		1,500.00	Pynt# 1
Comcast Online	Internet Provider - July 2014 - IT	*	5.97	
Compass Construction, Inc.	Professional Services Rendered - Const of Bank Stabilization around Lake Takanassee - 06/25-0/09/14		24,365.00	Pynt# 4
Cooper Electric Supply Co.	Electrical Materials and Computer Supplies - Police & Public Works		1,487.03	
D.W. Smith Associates	Engineering Services Rendered -Turf Field Replacement - Through 06/15/14		6,031.75	Pynt# 3
Danielle Golba & Associates	Stenographer Services - January - December 2013 - Zoning Board		1,170.00	Pynt#1-10
Difrancesco, Bateman, Coley, Yospin, et al	Professional Services Rendered - Tax Appeals - May 2014		2,800.04	Pynt# 5
Edwards Tire Co., Inc.	Recapped and New Tires - Public Works		2,932.40	
Ford Motor Credit Co.	Lease/Purchase of One 2014 Chevrolet Tahoe - Payment # 1 of 3 - Fire	*	10,573.89	
Ford Motor Credit Co.	Lease/Purchase of Three 2013 Dodge Chargers - Payment# 1 of 2 - Police	*	36,131.57	
Ford Motor Credit Co.	Lease/Purchase of Vehicle - 2013 Chevrolet Tahoe - Payment #14 of 36		887.27	
Frank Banafato	Musical Performance by Special Request - 07/15/14 - Community Development	*	1,000.00	
Freehold Dodge, Inc.	Miscellaneous Auto Parts - Public Works		34.88	
Gannett Satellite Information Network, Inc.	Newspaper Publications - June2014 - City Clerk		642.90	
Gas House Gorillas, LLC	Musical Performance by Gas House Gorillas - 07/13/14 - Community Development	*	1,150.00	
General Linen & Paper Supply	Janitorial Supplies for Various Locations - Public Works		1,983.58	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Gerald Carroll	Reimbursement for Supplies from Cellphoneshop.com - IT	36.39	
Global Govt./Education Solutions, Inc.	Desktop Computers & Monitors/Supplies - Police/Recreation/Beach	5,029.35	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - COAH - May 2014	202.50	Pymt# 1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - May 2014	6,997.50	Pymt# 5
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus - May 2014	405.00	Pymt# 4
Holman Frenia Allison P.C.	Audit of the 2013 Financial Records & EMMA Filing	81,150.00	*
Hoover Truck Centers, Inc.	Regulator for Public Work Vehicle #392 - Public Works	230.18	
Hunter Jersey Peterbilt	Thermostat/Gasket - Fire	54.62	
Inavas Medical, Inc.	NJ First Aid Kits - Recreation	264.99	
Jesco, Inc.	Repair Cooling System of Public Works Vehicle #104 - Public Works	3,400.93	
John's Auto & Truck Repair	Towing of Fire Utility Truck - Public Works	35.00	
Joseph Fazzio - Wall, LLC	Metal for Dumpsters - Public Works	155.22	
Joseph Sirianni	Chief Honorarium - Fire	3,000.00	
Ken Walls	Lead Inspection Risk Assessment - Phase 1 - 06/19 - 06/27/14	700.00	Pymt# 1
Kevin Stout	First Assistant Chief Honorarium - Fire	1,500.00	
Konica Minolta Business Solutions USA, Inc.	2nd Quarter 2014 Maintenance - Building & Development	907.50	Pymt# 2
Kraft & Capizzi	Legal Services Rendered - Bond Ordinances - Billable Hours - April & June 2014	7,134.85	Pymt# 1-3
Lexis Nexis Risk & Information Analytics Group, Inc.	2014 Accurint License - May 2014 - Police	50.00	
Long Branch Chamber of Commerce	Office Space Rent - August 2014 - Recreation	1,650.00	
Long Branch Sewer Authority	Sewer Charges - 3rd Quarter 2014 - Various Departments	2,215.72	
Marine Rescue Products, Inc.	Marker Buoy & Supplies for the Beach - Recreation/Beach	1,199.20	
Masune First Aid & Safety	First Aid Supplies - Recreation	849.20	
Matthew Bender & Co., Inc.	NJ Admin Code T4A Civil Service - 05/01/14 - 04/01/15 - Administration	66.00	
Michael A. Irene, Jr., Esq.	Legal Services Rendered - Retainer - Zoning Board - June 2014	1,000.00	Pymt# 6
Mid-Atlantic Rescue Systems	Rect 134 Red, White, & Blue Lights - Police	2,437.20	
Monmouth Ocean Soccer Assoc.	Soccer League Dues - Spring/Summer Youth - Recreation	525.00	
Monoprice, Inc.	Chargers & Computer Supplies - IT	57.31	
Mr. Driveshaft	End Yoke & Strap Kit for Public Works Vehicle #91 - Public Works	221.56	
NJ Fire Equipment Co.	Hydro Scott Bottles for OEM Decon Trailer - Fire	444.00	
NJMMA C/O Alan Zalkind	2014 Membership Renewal for Howard H. Woolley Jr. - Administration	225.00	
NRAAO-NJ 2014 C/O Lee Ann Russ	NRAAO Conference Registration Fees for John Butow & William Laird - Tax Assessor	645.00	
OfficeMax, Inc.,	Gel Rollerball Pens - Community Development	94.48	
Party Corner	Tent & Tent Stand for Father's Day Car Show - 06/15/14 - Community Development	809.50	
Provantage Corporation	Computer Cables & Bluetooth Headset - IT	119.12	
Red The Uniform Tailor	Uniform Shirts & Accessories for Captains Uniform - Police	802.40	
Riggins Incorporated	Unleaded Gasoline & Diesel Fuel - Public Works	41,389.64	
Ronald Guidetti	Second Assistant Chief Honorarium - Fire	1,000.00	
Rutgers, the State University - Center for Govt. Svcs	Registration for Derrick Turner for Classes for Certified Public Works Manager - Public Works	1,886.00	
Santa Cruz Gunlocks, LLC	SC-916-5 Gun Locks for Vehicles - Police	680.00	
Seaboard Welding Supply, Inc.	Filled Breathable Oxygen Container and Repaired Post Valve - Recreation	79.90	
Sherwin Williams Co.	Premium Fast Dry Traffic Marking Paint - Police	828.28	
Smooth Productions, LLC	Musical Performance by Valerie Adams and Dimensions - 07/04/14 - Comm. Development	3,250.00	*
Standard Roofings, Inc.	Materials for New Comfort Station - Bath Ave. - Public Facilities	633.78	
T&M Associates	Professional Services Rendered - Municipal Building - Billable Hours - June 2014	362.25	Pymt# 4
T&M Associates	Professional Services Rendered - Public Works Yard - Billable Hours - June 2014	2,456.25	Pymt# 4
The Nerds, Inc.	Musical Performance by The Nerds - 07/17/14 - Community Development	3,000.00	*
The Richard Stockton College of NJ	NJ Internal Affairs Investigation Program - 06/02 - 06/03/14 - Police	897.00	
Thomson Reuters - West	NJ Code of Criminal Justice and Motor Vehicle Laws 2014 - Municipal Court	756.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Treasurer, State of NJ	State Training Fees - Long Branch 2nd Quarter 2014 - Building	*	11,112.00	
Treasurer, State of NJ	State Training Fees - West Long Branch 2nd Quarter 2014 - Building	*	2,927.00	
Tuzzio's	Turkey Subs for Coaches Meeting - 06/24/14 - Recreation		250.00	
Uline, Inc.	H-495 8' Kit for H-161 Impulse Sealer - Recreation		28.97	
United States Postal Service	Shipping Services and Insurance - Health & Police		190.64	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - General Matters - Billable Hours - June 2014		152.50	Pymt# 4
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - General Redevelopment - Billable Hours - June 2014		7,407.50	Pymt# 6
Verizon Wireless	Cell Phone Service - Bill Dated 07/10/14 - Various Departments	*	987.86	
Verizon Wireless	Wireless Service - Laptops - Bill Dated 07/12/14 - Various Departments	*	1,218.90	
Vic Gerard Golf Carts, Inc.	Golf Cart & 4 Passenger Cart Rentals for Oceanfest - Police		1,725.00	
Visiting Nursing Services of Central Jersey	Nursing Services for the Administration of Health Services for the Public - 2nd Quarter 2014 - Health		3,192.00	
W E Timmerman Co., Inc.	Belt Conveyor & Kit & Miscellaneous Parts for Public Works Vehicle #91 & 92 - Public Works		4,875.07	
W.B. Mason Co., Inc.	Office and Janitorial Supplies - Various Departments		1,097.42	
Weather Works	Weather Consultation/Alert Services - 01/01/14 - 12/31/14 - Public Works		1,500.00	
Wireless Communications & Electronics	Removal & Reinstall of Hardware and Various Cables - Fire		978.33	
Zarc International, Inc.	Vexor MK2 & MK9 Microstream/Stream - Police		730.99	
Zeybrah, Inc.	Performance for Oceanfest - 07/04/14 - Recreation		600.00	

**TOTAL CURRENT**

**2,813,069.72**

City of Long Branch Clearing Account	To Reimburse Clearing Account	*	50,080.55	
Compass Construction, Inc.	Professional Services Rendered - Const of Bank Stabilization around Lake Takanassee - 06/25-0/09/14		21,940.00	Pymt# 4
D.W. Smith Associates	Engineering Services Rendered - Manahassett Creek Park - FedCon Services - 05/26 - 06/15/14		6,647.50	Pymt# 3
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - May 2014		2,385.00	Pymt# 5
Mall Chevrolet	Two 2014 Chevrolet 2500 Express 12 Passenger Vans - Recreation		39,722.00	
Marine Rescue Products, Inc.	Rescue Boards for Life Guards - Beach		2,085.00	
NJ Ink Shop, LLC	5' X 4' Credit Card Stickers for Parking Meters - Police		150.00	
Pennoni Associates, Inc.	Professional Services Rendered - Long Branch Waterfront - Billable Hours - May 2014		4,814.45	Final Pymt
Perry's Trophy Co	Labels for Parking Meters - Police		93.00	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - Pier Project - Billable Hours - June 2014		7,127.50	Pymt# 6

**TOTAL CAPITAL**

**135,045.00**

City of Long Branch Clearing Account	To Reimburse Clearing Account	*	6,159.61	
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14	*	5,563.45	
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14 - FICA/Medicare	*	426.96	
Edwards Tire Co., Inc.	Recapped and New Tires - Public Works		384.66	
Freehold Dodge, Inc.	Miscellaneous Auto Parts - Public Works		98.68	
Monmouth County SPCA	Animal Shelter Services - June 2014		3,315.00	Pymt# 6
NJ Dept. of Health & Senior Services	June 2014 Dog Report - Health	*	51.60	
Verizon Wireless	Cell Phone Service - Bill Dated 07/10/14 - Health	*	117.60	

**TOTAL DOG**

**16,117.56**

Circle Chevrolet	Labor & Various Auto Parts for Vehicles - Community Development	879.78
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 11,567.43
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14	* 5,904.37
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14 - FICA/Medicare	* 463.07
Long Branch Chamber of Commerce	Office Space Rent - August 2014 - UEZ/Community Development	1,650.00
W.B. Mason Co., Inc.	Office Supplies - Community Development	519.18

**TOTAL HUD**

**20,983.83**

Arbus, Maybruch, & Goode, LLC	Legal Services Rendered for Various Escrow Accounts - Planning/Zoning	2,744.00
ASCAP	Band License Renewal for 2013 & 2014 - Community Development	* 657.00
Bulwark Systems, LLC	Tax Sale Premium	* 800.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 158,172.81
City of Long Branch Current Account	UEZ Other & Admin Second Quarter Reports	* 60,694.94
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14	* 87,201.38
City of Long Branch Payroll Agency Account	Payroll Dated 07/03/14 - FICA/Medicare	* 467.60
Cooper Electric Supply Co.	Electrical Materials and Computer Supplies - Police/Traffic	3,480.00
E.M. Waterbury & Assoc., P.A.	Professional Services Rendered for Various Escrow Accounts - Planning/Zoning	7,631.54
Global Govt./Education Solutions, Inc.	Fantom 3.0 USB Drives - Community Development	99.38
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Village III - May 2014	787.50 Pymt# 5
Inna & Jack Gelin	Tax Sale Premium	* 400.00
Mall Chevrolet	NJ Municipal Tags for Two 2014 Chevrolet 2500 Express 12 Passenger Vans - Recreation	346.52
Michael A Irene, Jr.	Legal Services Rendered for Various Escrow Accounts - Planning/Zoning	2,226.00
Mr. John	Standard Units for Cruise to the Jersey Shore - June 15, 2014 - Recreation	111.00
US Bank Cust / Actlien Holding	Tax Sale Premium	* 800.00

**TOTAL TRUST OTHER**

**326,619.67**

R# 201-14

**RESOLUTION OF THE CITY OF LONG BRANCH  
AUTHORIZING THE DIRECTOR OF FINANCE TO TAKE  
ALL ACTIONS NECESSARY AND ADVISABLE BY BOND  
COUNSEL RELATING TO THE MCDC INITIATIVE**

WHEREAS, the Securities and Exchange Commission ("SEC") implemented its Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") on March 10, 2014 to address alleged widespread violations of federal securities laws by municipal and local authority issuers (the "Issuers"), and underwriters of an Issuer's securities, in connection with certain representations about timely continuing disclosures in bond offering documents;

WHEREAS, the MCDC Initiative aims to correct past failures to timely post information required by the Municipal Securities Rulemaking Board ("MSRB"), which Issuers agree to post through the execution of a secondary market disclosure undertaking, on the Electronic Municipal Market Access system ("EMMA");

WHEREAS, under the MCDC Initiative, the SEC will recommend favorable settlement terms to Issuers if they self-report to the SEC possible violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Securities Exchange Act of 1934; and

WHEREAS, the City of Long Branch, a municipal corporation of the State of New Jersey (the "City") desires to determine if its participation in the MCDC Initiative is necessary and advisable; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH as follows:

Section 1. The City hereby authorizes and directs the Director of Finance to conduct an audit of the City's continuing disclosure obligations and filings (the "Disclosure Audit") to determine, after consulting with Kraft & Capizzi, LLC, the City's Bond Counsel, if it is advisable for the City to participate in the MCDC Initiative.

Section 2. The City further directs the Director of Finance to make a report to the City Council detailing the findings of the Disclosure Audit, and his recommendation regarding participation in the MCDC Initiative, as soon as practicable prior to the MCDC Initiative filing deadline of September 10, 2014.

OFFERED: Section 3  
SECOND: Billings  
AYES: 4  
NAYES: 0  
ABSENT: 1-Celli  
ABSTAIN: 0

This resolution shall take effect immediately.

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 7-22-14  
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 22 DAY OF July, 2014  
Kathy L. Schemel  
MUNICIPAL CLERK, R.M.C.



# **Exhibit "A"**



**U.S. SECURITIES AND EXCHANGE COMMISSION  
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE  
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:  
Individual Contact Title:  
Individual Contact telephone:  
Individual Contact Fax number:  
Individual Contact email address:

Full Legal Name of Self-Reporting Entity:  
Mailing Address (number and street):  
Mailing Address (city):  
Mailing Address (state): Select a state...  
Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Select a state...  
Full Name of Issuing Entity:  
Full Legal Name of Obligor (if any):  
Full Name of Security Issue:  
Initial Principal Amount of Bond Issuance:  
Date of Offering:  
Date of final Official Statement (format MMDDYYYY):  
Nine Character CUSIP number of last maturity:

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm:

Primary Individual Contact at Underwriter:

Financial Advisor:

Primary Individual Contact at Financial Advisor:

Bond Counsel Firm:

Primary Individual Contact at Bond Counsel:

Law Firm Serving as Underwriter's Counsel:

Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:

Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

On behalf of [Name of Self-Reporting Entity]

I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

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

Name of Duly Authorized Signer:

Title:

# **Exhibit "B"**



May 9, 2014

Jason P. Capizzi  
John L. Kraft, Esq., L.L.C.  
505 Thornall Street Suite 206  
Edison, NJ 08837

Dear Jason:

Phoenix Advisors, LLC has begun an in-depth review of the Official Statement ("OS") for every bond issue on which we served as Financial Advisor to determine if there was an unintentional misstatement of our clients' compliance with their continuing disclosure obligation. Why? We take the recent Securities & Exchange Commission's self-reporting initiative very seriously. As a participant in the transaction, we have an obligation to assist our clients in appropriately disclosing any inadvertent omission of non-compliance.

Phoenix Advisors will examine each relevant Continuing Disclosure Agreement ("CDA") and will cross-check the obligation against the language in the associated OS for the applicable "look back" period. We will enumerate any instance of omission to disclose non-compliance and provide a certification that, to our knowledge and belief, based upon diligent review and examination, such enumeration is true and correct. Phoenix Advisors also will file with EMMA any notices or documents as may be required to have our client fully compliant with their CDA's. Importantly we will perform this service for our clients without charge. As you may know, Phoenix Advisors has a service under which we, on an ongoing basis, assist issuers to gather and file required documents, if available, in a timely manner with EMMA, the only appropriate entity. Phoenix Advisors has over 120 clients utilizing our Continuing Disclosure Agent service. We do not merely wait for our clients to provide required documents. We proactively contact clients ahead of deadlines and assist in developing "annual operations reports" (essentially updates of the Appendix "A" to an OS), if this report is not prepared by the entity's Auditor. Our clients are compliant with their CDA's, and we assist our clients in filing their "material events", when and if any arise.

**We are offering to do this "look back" for your clients on transactions on which Phoenix Advisors was not the advisor.** Our fee for the look back analysis and first year of Continuing Disclosure Agent service combined is \$950.

Please call us at 866 291-8180 to discuss how we might help you and your clients.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Thompson".

David Thompson, CEO

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4 West Park Street, Bordentown, New Jersey 08505

Voice: 609-291-0130

[www.muniadvisors.com](http://www.muniadvisors.com)

Fax: 609-291-9940