

## **RESOLUTIONS ADOPTED BY CITY COUNCIL 3-24-15**

**R62-15** RESOLUTION WAIVING STREET OPENING PERMIT FEE FOR THE LONG BRANCH SEWER AUTHORITY

**R63-15** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF AGREEMENT WITH CWA (LOCAL 1075) BLUE COLLAR

**R64-15** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF AGREEMENT WITH CWA (LOCAL 1075) WHITE COLLAR

**R65-15** RESOLUTION AUTHORIZING THE COUNTY OF MONMOUTH MOSQUITO CONTROL DIVISION TO CONDUCT AERIAL MOSQUITO CONTROL WITHIN THE CITY OF LONG BRANCH

**R66-15** RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE CITY OF LONG BRANCH FOR THE PUBLIC SAFETY ANSWERING POINT

**R67-15** RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR CONCERT SERIES 2015

**R68-15** RESOLUTION AUTHORIZING CHANGE ORDER #1 REDUCTION TO CONTRACT FOR 2013-2014 ROADWAY IMPROVEMENTS (EARLE ASPHALT COMPANY)

**R69-15** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE CERTAIN CONCESSION SERVICES WITHIN THE CITY OF LONG BRANCH

**R70-15** RESOLUTION AWARDING BID FOR TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF LEAVES

**R71-15** RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 198 LOT 3)

**R72-15** RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 148 LOT 9)

**R73-15** RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 353 LOTS 4 & 6)

**R74-15** RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 380 LOTS 9 – 13)

**R75-15** RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 199 LOT 1)

**R76-15** RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 195 LOT 2)

**R77-15** RESOLUTION 2014 BUDGET APPROPRIATION RESERVE TRANSFERS

**R78-15** RESOLUTION REJECTING BIDS FOR PURCHASE OF CABANAS AND SMALL BEACH LOCKERS

**R79-15** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

**R80-15** RESOLUTION AUTHORIZING REFUND OF CERTIFICATE OF OCCUPANCY CITY OF LONG BRANCH

**R81-15** RESOLUTION 2015 EMERGENCY TEMPORARY APPROPRIATIONS

**R82-15** RESOLUTION APPROVAL PAYMENT OF BILLS

**R83-15** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A UTILITY EASEMENT OVER PROPERTY DEEDED TO THE CITY OF LONG BRANCH AS PART OF THE CVS REDEVELOPMENT PROJECT

R# 62-15

**RESOLUTION WAIVING STREET OPENING  
PERMIT FEE FOR THE LONG BRANCH  
SEWER AUTHORITY**

**WHEREAS**, the Long Branch Sewerage Authority is requesting the City of Long Branch waive the fee for the Long Branch Sewerage Authority Proposed Collection System Rehabilitation Project; and

**WHEREAS**, the engineer estimate for this project is approximately \$3,227,000.00. The total square footage of paving affected is 78,000 square feet; and

**WHEREAS**, based on the Road Opening Application Permit fee of \$15.00 per 100 square feet, the Authority is asking the City to waive this fee which is also being encouraged by the State.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby waive the Street Opening Permit fees for the Long Branch Sewer Authority Proposed Collection System Rehabilitation Project in the estimated cost of \$11,700.00.

MOVED: *Bastelli*  
SECONDED: *Pallone*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEEL, 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 3-29-15  
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 31 DAY OF MARCH, 2015  
*Kathy L. Scheel*  
Municipal Clerk, L.L.C.

L. Frank Blaisdell  
Chairman

Thomas George  
Vice-Chairman

David Brown  
Secretary

Michael Booth  
Treasurer

James Mazza  
Asst. Sec. Treas.

## Long Branch Sewerage Authority

150 Joline Avenue  
P.O. Box 720  
Long Branch, NJ 07740-0702

-----  
(732) 222-0500  
Fax (732) 222-7947

Joseph A. Martone  
Executive Director

David A. Kaplan, CPA  
Accountants

Maser Consulting, P.A.  
Consulting Engineers

John L. Bonello  
Counsel

March 6, 2015

Mr. Howard Woolley  
Business Administrator  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

Re: LBSA Proposed Collection System Rehabilitation Project

Dear Mr. Woolley,

Please consider this letter a formal request by the Long Branch Sewerage Authority to waive the Road Opening Permit fees for the LBSA Proposed Collection System Rehabilitation Project.

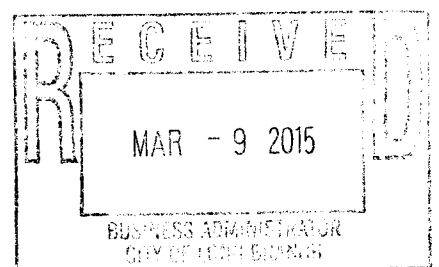
The Engineer estimate for this work is approximately \$3,227,000.00. The Engineer has advised me that the total square footage of paving affected will be 78,000 square feet. Based upon the Road Opening Application Permit fee of \$15.00 per 100 square feet, I have estimated the cost of this permit to be \$11,700.00.

If the Mayor and Council would waive this fee it would be greatly appreciated. The waiving of this fee has been encouraged by the State.

Your cooperation in this matter is greatly appreciated.

Sincerely yours,

  
Joseph A. Martone  
Executive Director



R# 63-15

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF AGREEMENT WITH CWA  
(LOCAL 1075) BLUE COLLAR

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes the Mayor to execute a memorandum of agreement with CWA (Local 1075) white collar for a one year contract beginning on January 1, 2015 and expiring on December 31, 2015.

MOVED: Bastelli

SECONDED: Rehane

AYES: 5

NAYS: 0

ABSTAIN: 0

ABSENT: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KAREY L. SCHMEIZ, 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 3-24-15  
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 15th DAY OF MARCH, 2015  
Karey L. Schmeiz  
MUNICIPAL CLERK, R.M.C.

## **MEMORANDUM OF AGREEMENT**

The City of Long Branch ("City") and CWA Local 1075 (Blue Collar) ("CWA"), hereby agree to this Memorandum of Agreement with respect to a collective bargaining agreement between the parties. The parties hereby agree to abrogate their current Collective Bargaining Agreement and the new Collective Bargaining Agreement to be created by the parties shall supersede the parties' current Collective Bargaining Agreement. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the City Council and CWA members, respectively).

1. **Term.** January 1, 2015 through December 31, 2015. Make the appropriate date changes throughout the Collective Bargaining Agreement.

2. **Article VII:** Delete the current language and insert: "Effective January 1, 2015, the salary guides will be improved by 2%. Off guide employees shall receive a 2% increase in their base salary."

3. **Article XIII:** Delete all references to the types of health insurance plans and insert language stating that, effective April 1, 2015, the City will provide health insurance to all employees pursuant to its membership in the New Jersey State Health Benefits Plan.

4. **Article XVII, Section 4:** Change "\$1,000.00" to "\$5,000.00".

CITY OF LONG BRANCH

By:

Dated:

CWA LOCAL 1075

*Kevin P. Tauro*  
*President*

By: *Kevin P. Tauro*

Dated: *3-12-15*

R# 64-15

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF AGREEMENT WITH CWA  
(LOCAL 1075) WHITE COLLAR

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes the Mayor to execute a memorandum of agreement with CWA (Local 1075) white collar for a one year contract beginning on January 1, 2015 and expiring on December 31, 2015.

MOVED: X Bastelli

SECONDED: Pallone

AYES: 5

NAYS: 0

ABSTAIN: 0

ABSENT: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
JENNIFER L. SCHMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
IS A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 3-24-15  
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 MARCH 2015  
Jennifer L. Schmelt  
MUNICIPAL CLERK, R.M.C.



## **MEMORANDUM OF AGREEMENT**

The City of Long Branch ("City") and CWA Local 1075 (White Collar) ("CWA"), hereby agree to this Memorandum of Agreement with respect to a collective bargaining agreement between the parties. The parties hereby agree to abrogate their current Collective Bargaining Agreement and the new Collective Bargaining Agreement to be created by the parties shall supersede the parties' current Collective Bargaining Agreement. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the City Council and CWA members, respectively).

1. Term. January 1, 2015 through December 31, 2015. Make the appropriate date changes throughout the Collective Bargaining Agreement.

2. Article III(E) [NEW]: Add the following new paragraph to Article III: "The City agrees that up to two members of the Union shall be granted up to eight one-half days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all eight half-days can be granted to a single individual). The Union shall give reasonable notice to the Chief Administrative Officer for the City of the dates in which those leaves shall be taken and the identity of the individual(s) who is to take said leave."

3. Article XIII: Delete all references to the types of health insurance plans and insert language stating that, effective April 1, 2015, the City will provide health insurance to all employees pursuant to its membership in the New Jersey State Health Benefits Plan.

4. Article XIV(J) [NEW]: Add the following provision to Article XIV: "The City shall provide \$5,000.00 life insurance for each employee covered by this Agreement."

5. Article XX(B): Delete the current language and insert: "Effective January 1, 2015, the salary guides will be improved by 2%. Off guide employees shall receive a 2% increase in their base salary."

CITY OF LONG BRANCH

By:

Dated:

CWA LOCAL 1075

Kevin P. Tauro  
President

By: Kevin P. Tauro

Dated: 3-12-15

R # 65-15

**RESOLUTION AUTHORIZING THE COUNTY OF MONMOUTH MOSQUITO CONTROL DIVISION TO  
CONDUCT AERIAL MOSQUITO CONTROL WITHIN THE CITY OF LONG BRANCH**

**WHEREAS**, the Monmouth County Board of Chosen Freeholders, pursuant to N.J.S.A. 26:9-27 et seq. has elected through its Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitoes with the county; and

**WHEREAS**, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control, and chemical control to exterminate the mosquito population within the county of Monmouth; and

**WHEREAS**, prior to conducting aerial dispensing operations over a designated "congested area," the County is required, pursuant to Federal Aviation Administration Regulation (FAR Part 137.51), to secure prior written approval from the governing body of the political subdivision over which the aircraft is to be operated; and

**WHEREAS**, the City of Long Branch is designated as a "congested area" by the Federal Aviation Administration and the County has requested that this governing body consent to its proposed aerial dispensing operations.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Governing Body hereby authorizes the County of Monmouth Mosquito Control Division or its agent to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquitoes constituting either a nuisance, a health hazard, or both with the understanding that:
  - a. the county shall utilize pesticides, application equipment and aircraft that are approved for aerial applications by the applicable Federal (USEPA) and State (NJDEP) agencies, and
  - b. such operations will be performed in compliance with applicable Federal and State regulations, and
  - c. the county will notify the police department of each municipality over which aerial pesticide operations are planned prior to commencement of such operations.

MOVED: Bastelli  
SECONDED: Pallone

AYES: 5

NAYS: 0

ABSTAIN: 0

ABSENT: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHNELE, 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 3-24-15  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 27th DAY OF MARCH 2015  
Kathy L. Schnele  
MUNICIPAL CLERK, R.M.C.

R# 646-15

**RESOLUTION AUTHORIZING SHARED SERVICE  
AGREEMENT BETWEEN THE COUNTY OF MONMOUTH  
AND THE CITY OF LONG BRANCH FOR THE PUBLIC  
SAFETY ANSWERING POINT**

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

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

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for this contract are available in Appropriation Line Item #5-01-204-215, in the amount of \$111,901.90.

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

**MOVED:** *Bastelli*

**SECOND:** *Dallone*

**AYES:** 5

**NAYES:** 0

**ABSENT:** 0

**ABSTAIN:** 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
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 15th DAY OF MARCH 2015  
*Kathy L. Schmeltz*

**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:

**SHARED SERVICE BETWEEN COUNTY OF MONMOUTH AND CITY OF  
LONG BRANCH FOR PUBLIC SAFETY ANSWERING POINT**

Said contract being made as follows:

<b>COUNTY OF MONMOUTH</b>	<b>\$ 111,901.90</b>
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Said funds being available in the form of:

**APPRO. # 5-01-204-215 \$111,901.90  
\* CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION  
OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY  
APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2015  
ADOPTED AND FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer

3/18/15

Date

# **SHARED SERVICE AGREEMENT**

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

**AND THE  
CITY OF LONG BRANCH**

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

## **IT IS AGREED:**

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

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

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



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

COUNTY OF MONMOUTH

CITY OF LONG BRANCH

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

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

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

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

ATTEST:

ATTEST

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

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

MONMOUTH COUNTY SHERIFF’S OFFICE

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

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

WITNESS / ATTEST:

\_\_\_\_\_  
Notary

**RESOLUTION AUTHORIZING CONTRACTS  
FOR MUSICAL PERFORMANCES  
FOR CONCERT SERIES 2015**

**WHEREAS**, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the Summer Concert Series for 2015; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

**WHEREAS**, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Director of Recreation, and the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; 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 the **Trust Budget, Appropriation #G-14-068-405, in the amount of \$5,000 Trust Budget, Appropriation #G-14-068-404, in the amount of \$1,000 and Appropriation #5-01-012-801 in the amount of \$5,000**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes contracts as follows:

**John McCuistoa**, for a performance by The Sandy Mack Band Demolition Dogs, for a sum not to exceed \$1,000.

**International Fireworks** for a performance by Bran Kirth Band, for a sum not to exceed \$5,000.

**International Fireworks** for a performance by Long Branch Jazz Blues Festival, for a sum not to exceed \$5,000.

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

**BE IT FURTHER RESOLVED** that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

**BE IT FURTHER RESOLVED** that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 7-24-15  
IN WITNESS WHEREOF, I HAVE HEREONTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 27th DAY OF MARCH 2015  
Kathy L. Schmeltz  
Municipal Clerk, R.R. 8

**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:

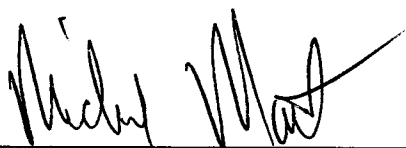
**RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL  
PERFORMANCES AND SOUND FOR SUMMER ENTERTAINMENT  
PROGRAMS AND FIREWORKS**

Said contract being made as follows:

**SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS  
FOR EVENTS THAT TOTAL \$11,000.00**

Said funds being available in the form of:

**APPRO #G-14-068-405 \$5,000.00, APPRO #G-14-068-404 \$1,000.00,/  
ADMINISTRATION APPRO #5-01-012-801 \$5,000.00**



Michael Martin, Chief Financial Officer

3/16/15

Date

Contract of  
International Fireworks Mfg. Co

This agreement entered 2/3/2015 by and between the International Fireworks Mfg. Co., party of the first part and City of Long Branch party of the second part.

International Fireworks Mfg. Co. agrees to display for said party of the second part at Beach Front, Long Branch, NJ on August 27, 2015 in a location to be designated by said party of the second part and approved by International Fireworks Mfg. Co. one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells & effects and not on shell count. International Fireworks Mfg. Co. agrees to furnish sufficient skilled labor to set up and shoot the fireworks.

The party of the second part agrees to furnish a front loader for beach access and the necessary police protection at all times during the preparation of the exhibition and firing of same, and for at least a period of 30 minutes after the exhibition is fired. The party of the first part agrees to inspect the area the night of the display to safely remove and dispose of any unexploded shells or live components. Furthermore, the party of the second part agrees to take responsibility for the cleanup of fallout debris after the display. The party of the second part agrees to procure any and all necessary permits and licenses, which may be required by the municipal or state authorities. International Fireworks Mfg Co will do a post display inspection the night of the display any first light inspection is the responsibility of the sponsor

International Fireworks Mfg. Co. agrees to furnish insurance, Public Liability and Property damage in the amount of Five Million Dollars, a certificate being furnished to that effect to the party of the second part.

International Fireworks Mfg. Co. agrees that in the event of rain or inclement weather, a postponement may be made to August 28, 2015 or a date to be determined up until March 1, 2016. There will be a postponement fee, if the display has been delivered to the site of actual cost incurred. If the sponsor notifies us of a postponement prior to the display leaving our warehouse there will be an administration fee of cost incurred. In the event of total cancellation before set up, the party of the second part agrees to pay 50% of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

The party of the first part shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.

The party of the second part agrees to pay the total contract price of \$5,000.00 to International Fireworks Mfg. Co. within 10 days after this display has been performed.

By  
International Fireworks Mfg. Co. Inc.  
Geraldine Serpico  
President

By  
City of Long Branch

Vice

**Contract of  
International Fireworks Mfg. Co**

**This agreement entered 2/3/2015 by and between the International Fireworks Mfg. Co., party of the first part and City of Long Branch party of the second part.**

**International Fireworks Mfg. Co. agrees to display for said party of the second part at Beach Front, Long Branch, NJ on August 29, 2015 in a location to be designated by said party of the second part and approved by International Fireworks Mfg. Co. one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells & effects and not on shell count. International Fireworks Mfg. Co. agrees to furnish sufficient skilled labor to set up and shoot the fireworks.**

**The party of the second part agrees to furnish a front loader for beach access and the necessary police protection at all times during the preparation of the exhibition and firing of same, and for at least a period of 30 minutes after the exhibition is fired. The party of the first part agrees to inspect the area the night of the display to safely remove and dispose of any unexploded shells or live components. Furthermore, the party of the second part agrees to take responsibility for the cleanup of fallout debris after the display. The party of the second part agrees to procure any and all necessary permits and licenses, which may be required by the municipal or state authorities. International Fireworks Mfg Co will do a post display inspection the night of the display any first light inspection is the responsibility of the sponsor**

**International Fireworks Mfg. Co. agrees to furnish insurance, Public Liability and Property damage in the amount of Five Million Dollars, a certificate being furnished to that effect to the party of the second part.**

**International Fireworks Mfg. Co. agrees that in the event of rain or inclement weather, a postponement may be made to August 30, 2015 or a date to be determined up until March 1, 2016. There will be a postponement fee, if the display has been delivered to the site of actual cost incurred. If the sponsor notifies us of a postponement prior to the display leaving our warehouse there will be an administration fee of cost incurred. In the event of total cancellation before set up, the party of the second part agrees to pay 50% of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.**

**The party of the first part shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.**

**The party of the second part agrees to pay the total contract price of \$5,000.00 to International Fireworks Mfg. Co. within 10 days after this display has been performed.**

**By  
International Fireworks Mfg. Co. Inc.  
Geraldine Serpico  
President**

**By  
City of Long Branch**

**Vice**

## **ENTERTAINMENT AGREEMENT**

Agreement made this **December 17, 2014**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Demolition Dogs**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Avenues  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Scoby Mack  
768 Beaver Dam, NJ

**CONTACT PHONE #:** Point Pleasant, NJ 08742

**DATE:** June 14, 2015  
Rain or shine

**TIME:** 7:00 PM

**COMPENSATION:** \$1000 (Payable Day of Performance)  
**Check payable to**  
John McCriston

**PRODUCTION:** Blues By The Beach Concert Series

**City will provide sound.**

## **TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Demolition Dogs

\_\_\_\_\_

\_\_\_\_\_ *Tom McCuiston*

By:

By:

\_\_\_\_\_

Purchaser Representative

\_\_\_\_\_ *[Signature]*

Artist Representative

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_ *2/13/15*



R# 68-15

**RESOLUTION AUTHORIZING CHANGE ORDER #1  
REDUCTION TO CONTRACT FOR 2013-2014  
ROADWAY IMPROVEMENTS**

**WHEREAS**, City Council approved a contract to **Earle Asphalt Company** for 2013-2014 Roadway Improvements, for an amount not to exceed \$431,413.13; and

**WHEREAS**, during closing work by **Earle Asphalt Company**, it become apparent that the contract needed to be adjusted from contract quantities to as built quantities; and

**WHEREAS**, the Engineer Leon S. Avakian and Director of Public Works, contacted **Earle Asphalt Company** the Contractor, and secured a proposal for the necessary reduction in work and recommends that it is in the City's best interest to issue a change order for said work; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby approves Change Order #1 to reduce the contract with **Earle Asphalt Company** in the amount of- **\$279.59**, amending the total contract amount to a sum **not to exceed \$431,133.54**.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HERESY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 3-31-15  
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 31 DAY OF MARCH 20 15  
Kathy L. Schmel  
MUNICIPAL CLERK, R.M.C.

**FINAL CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.1**

**Project: 2013-2014 ROADWAY IMPROVEMENT PROGRAM**

**Project No: LB14-03**

**Contractor: Earle Asphalt Company**

1800 Route 34, Building 2, Suite 205  
Wall, NJ 07791

**Owner: City of Long Branch**

**Date: 2/20/2015**

**Original Contract Amount: .....**

**Previously Adjusted Contract Amount : .....**

**Amount of this Supplemental Agreement: ...**

**Total Adjusted Contract Amount to Date: .....**

**\$431,413.13**

**\$431,413.13**

**-\$279.59**

**\$431,133.54**

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
2	TRAFFIC DIRECTORS, POLICE	-75.52	HR	\$105.000	-\$7,929.60	\$0.00
5	TEST PITS	11	UN	\$250.000	\$0.00	\$2,750.00
6	RELOCATE SANITARY SEWER LAERALS	1	UN	\$1,500.000	\$0.00	\$1,500.00
7	18" RCP CLASS IV	-6	LF	\$58.180	-\$349.08	\$0.00
8	CONSTRUCT MODIFIED " B" INLET	-2	EA	\$3,025.000	-\$6,050.00	\$0.00
12	3/4" CLEAN STONE	-40	CY	\$70.000	-\$2,800.00	\$0.00
13	SELECT FILL	-50	CY	\$44.000	-\$2,200.00	\$0.00
14	CONCRETE CURBING	585	LF	\$16.930	\$0.00	\$9,904.05
15	RESET SLATE CURB	-30	LF	\$11.000	-\$330.00	\$0.00
16	CONCRETE SIDEWALK 4" THICK	304	SY	\$59.250	\$0.00	\$18,012.00
17	CONCRETE APRON	-67	SY	\$72.890	-\$4,883.63	\$0.00
18	HMA DRIVEWAY	43.8	SY	\$41.000	\$0.00	\$1,795.80
19	DETECTABLE WARNING SYSTEM	8	SY	\$275.000	\$0.00	\$2,200.00
20	RESET MANHOLE FRAMES	1	EA	\$265.000	\$0.00	\$265.00
21	RESET VALVE BOXES	-10	UN	\$0.010	-\$0.10	\$0.00
22	PAVEMENT MILLING 3" OR LESS	-70.6	SY	\$2.370	-\$167.32	\$0.00
23	DENSE GRADED AGGREGATE	-10	CY	\$85.000	-\$850.00	\$0.00
24	TRAFFIC DETECTOR LOOP	-400	LF	\$18.500	-\$7,400.00	\$0.00
25	HOT MIX ASPHALT 19M64BASE COURSE	-25	T	\$120.000	-\$3,000.00	\$0.00
26	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	-97.02	T	\$75.050	-\$7,281.35	\$0.00
27	FUEL PRICE ADJUSTMENT	9558.56	LS	\$1.000	\$0.00	\$9,558.56
28	ASPHALT PRICE ADJUSTMENT	-1092.1	LS	\$1.000	-\$1,092.10	\$0.00
29	HYDRANT DELINEATOR	-3	EA	\$255.000	-\$765.00	\$0.00
30	TOPSOIL AND SEED	90	SY	\$9.750	\$0.00	\$877.50
31	THERMOPLASTIC TRAFFIC STRIPING	500	LF	\$3.000	\$0.00	\$1,500.00
32	THERMO PLASTIC STOP BAR	9	SY	\$85.000	\$0.00	\$765.00
A1-2	TRAFFIC DIRECTORS, POLICE	-20.867	HR	\$105.000	-\$2,191.04	\$0.00
A1-3	PAVEMENT MILLING 3" OR LESS	825.3	SY	\$3.870	\$0.00	\$3,193.91
A1-4	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	111.02	T	\$78.970	\$0.00	\$8,767.25
A1-5	HYDRANT DELINEATOR	-1	EA	\$255.000	-\$255.00	\$0.00
A1-6	THERMOPLASTIC TRAFFIC STRIPING	6546	LF	\$0.800	\$0.00	\$5,236.80
	ADD ALTERNATE PROJECT NO. 2 CHELSEA				\$0.00	\$0.00
A2-2	TRAFFIC DIRECTORS, POLICE	-5.467	HR	\$105.000	-\$574.04	\$0.00
A2-3	TRAFFIC SIGANL LOOPS	-288	LF	\$18.500	-\$5,328.00	\$0.00
A2-5	PAVEMENT MILLING 3" OR LESS	-1052.5	SY	\$2.130	-\$2,241.83	\$0.00
A2-6	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	-157.21	T	\$77.140	-\$12,127.18	\$0.00
A2-7	HYDRANT DELINEATOR	-1	EA	\$255.000	-\$255.00	\$0.00
A2-8	THERMOPLASTIC TRAFFIC STRIPING	2108	LF	\$0.600	\$0.00	\$1,264.80
A2-9	THERMOPLASTIC CROSSWALK	12	SY	\$20.000	\$0.00	\$240.00
A2-10	THERMOPLASTIC TSTOP BAR	-2	SY	\$20.000	-\$40.00	\$0.00

Total Decrease per this Agreement

-\$68,110.26

Total Increase per this Agreement

\$67,830.67

Net Change in Contract Price due to this agreement

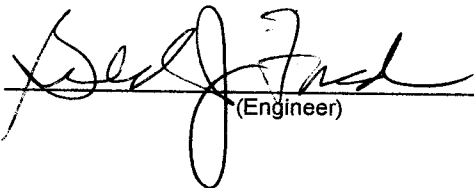
-\$279.59

The sum of **-\$279.59** is hereby added to the Total Contract Price and the total Adjusted contract Price to date is hereby equal to .....

**\$431,133.54**

**Reason for Change:** Change Contract quantities to Asbuilt Quantities

Recommended by:

  
(Engineer)

Date:

3/12/15

Accepted by:

  
(Contractor)

Date:

3/12/15

Approved by:

\_\_\_\_\_  
(City)

Date:

\_\_\_\_\_

R# 69-15

**A RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO IMPLEMENT  
THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS  
TO OPERATE CERTAIN CONCESSION SERVICES WITHIN  
THE CITY OF LONG BRANCH.**

**WHEREAS**, the City of Long Branch (the "City") is interested in seeking proposals from interested vendors to operate the following concession services within the City:

- (1) Private surf lessons at the beachfront (Great Lawn Beach North); and
- (2) Rental of umbrellas and beach chairs for use on the beaches; and

**WHEREAS**, the Mayor and Council believe that the proposed concession services will generate revenues for the City and provide a benefit and service to the public; and

**WHEREAS**, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, allows municipalities to utilize the "competitive contracting" process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

**WHEREAS**, the method to be utilized under the "competitive contracting" process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

**WHEREAS**, in order to initiate the "competitive contracting" process, the Governing Body must pass a Resolution authorizing the use of this procurement method.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Long Branch, that the "competitive contracting" process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession services referenced above.

**BE IT FURTHER RESOLVED**, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process, including the advertising and receiving of Request for Proposals (RFP) for these two (2) concessions.

**BE IT FURTHER RESOLVED**, that, following the receipt of proposals from interested vendors for the said concessions, the Mayor and Council shall consider making an award of either or both of these concessions at a future Council meeting.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 3-24-15  
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 27 DAY OF MARCH 20 15  
Kathy L. Schmidt  
MUNICIPAL CLERK, E.E.C.

R # 70-15

**RESOLUTION AWARDING BID FOR  
TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF  
LEAVES**

**WHEREAS**, the City of Long Branch has the need to contract for disposal and transportation of leaves collected by the Public Works Department from its curbside collection program; and

**WHEREAS**, through a fair and open process, the City has advertised to receive bids on March 18, 2015, for a two year contract for disposal and transportation of leaves, and the following bids were received:

<b>D.J. Mazza Demolition (\$6.95 cubic yard)</b>	<b>\$111,200</b>
<b>Freehold Cartage (\$7.40 cubic yard)</b>	<b>\$118,400</b>
<b>Britton Industries (\$8.95 cubic yard)</b>	<b>\$143,200</b>
<b>Landscape Materials (\$18.20)</b>	<b>\$291,200</b>

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

**WHEREAS**, it is the recommendation of the Public Works Director and the Purchasing Agent that it is in the City's best interest to award a contract to **D.J. Mazza Demolition** 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 the 2015 Budget, Department of Public Works, Recycling of Leaves, **Appro. #5-01-057-524, in the amount of \$15,500.00 with continuation of the contracts contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2015 adopted and future budgets.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that a two year contract be awarded to **D.J. Mazza Demolition** for disposal and transportation of up to 16,000 cubic yards of leaves at \$6.95 cubic yard, in accordance with the bid specifications and proposal, **for a sum not to exceed \$111,200.**

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, FRANK L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
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 24 DAY OF SEPTEMBER 20 15  
Frank L. Schmidt  
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:

**TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF LEAVES**

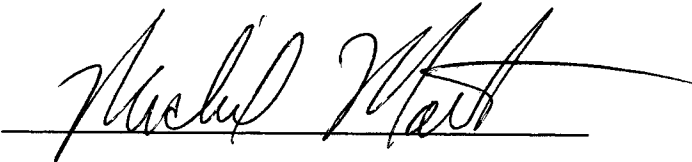
Said contract being made as follows:

**D.J. MAZZA DEMOLITION**

**\$ 111,200.00**

Said funds being available in the form of:

**RECYCLING OF LEAVES APPRO. # 5-01-057-524 \$15,500.00  
\* CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION  
OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY  
APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2015  
ADOPTED AND FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer

3/18/15

Date

R# 11-15

**RESOLUTION RELEASING ESCROW DEPOSIT**

PROJECT: Britton 187 Westwood  
BLOCK: 198  
LOT: 3

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the project has been completed.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow                      \$ 153.06

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of 153.06, plus accrued interest if applicable, to

Timothy Britton  
199 Westwood Avenue  
Long Branch, NJ 07740

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 3-29-15  
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 MARCH 20 15  
Kathy L. Schmeltz  
Municipal Clerk

R# 72-15

## RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Singh  
BLOCK: 148  
LOT: 9

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the project has been sold.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow                      \$ 563.69

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$563.69, plus accrued interest if applicable, to

Jasmer Singh  
115-Pavilion Ave.  
Long Branch, NJ 07740

BE IT FURTHER RESOLVED, that a certified copy of this resolution be sent to the above referenced individual and also to his attorney:

Jeffrey Resnikoff  
PO Box 657  
41 Memorial Pkwy  
Long Branch, NJ 07740

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 7-24-15  
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, 2015  
Kathy L. Schmeltz  
Municipal Clerk, R.E.C.



R # 73-15

## RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Britton  
BLOCK: 353  
LOT: 4 & 6

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the project has been completed.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow                      \$ 541.14

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of 541.14, plus accrued interest if applicable, to

Timothy Britton  
199 Westwood Avenue  
Long Branch, NJ 07740

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, EMERY L. SCHWARTZ, 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 3-24-15  
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 MARCH 2015  
Emery L. Schwartz  
Municipal Clerk, R.N.C.

R # 74-15

## RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Troutman Park, LLC  
BLOCK: 380  
LOT: 9-13

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the project has been withdrawn.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow \$ 5.31

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$5.31, plus accrued interest if applicable, to

Trooutman Port LLC  
c/o Louis Garippo, Jr., LLC  
1049 Broadway  
PO Box 8  
West Long Branch, NJ 07764

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, EMMETT D. BOMBLE, 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 3-31-15  
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 31 DAY OF MARCH, 2015  
Emmett D. Bomble  
MUNICIPAL CLERK, R.E.S.

**RESOLUTION RELEASING ESCROW DEPOSIT**

PROJECT: Britton 188 Westwood  
BLOCK: 199  
LOT: 1

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the project has been completed.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow                      \$ 836.33

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$836.33, plus accrued interest if applicable, to

Timothy Britton  
199 Westwood Avenue  
Long Branch, NJ 07740

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, EMILY 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 3-24-15  
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 MARCH 2015  
Emily L. Schmeltz  
Municipal Clerk

**RESOLUTION RELEASING ESCROW DEPOSIT**

PROJECT: Britton 206 Westwood  
BLOCK: 195  
LOT: 2

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the project has been completed.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow \$ 626.44

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$626.44, plus accrued interest if applicable, to

Timothy Britton  
199 Westwood Avenue  
Long Branch, NJ 07740

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 2-24-15  
IN WITNESS WHEREOF, I HAVE HEREunto SET MY HAND AND APPLIED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 15th DAY OF MARCH 2015  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.E. 8

R # 77-15

**RESOLUTION**  
**2014 BUDGET APPROPRIATION RESERVE TRANSFERS**

WHEREAS N.J.S.A. 40A:4-59 states that, if during the first 3 months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserve over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

WHEREAS the Director of Finance has deemed that the appropriation set forth below meet the requirements aforementioned, and recommends that said transfers be made,

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, HELEN S. STEIN, 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 3-24-15  
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 24 DAY OF MARCH 2015  
Helen S. Stein  
MUNICIPAL CLERK, R.M.S.

Budget Appropriations Reserves 2014

TRANSFER  
03/24/2015

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Transfers "To"

Unclassified:	
Utilities:	
Fire Hydrant Services	10,000.00

Total Transfers "To"	<u>10,000.00</u>
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Transfers "From"

Insurance	
Employee Group Health	(10,000.00)

Total Transfers "From"	<u>(10,000.00)</u>
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R# 78-15

**RESOLUTION REJECTING BIDS FOR PURCHASE OF  
CABANAS AND SMALL BEACH LOCKERS**

**WHEREAS**, the City Council of the City of Long Branch advertised for receipt of bids on March 17, 2015 for the purchase of Cabanas and small Beach Lockers; and

**WHEREAS**, upon recommendation of the Purchasing Agent it was determined and recommended that the City of Long Branch reject any bids due to deficiencies in the specifications.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby reject the bidding of March 17, 2015 and revise the specifications and re-advertise.

MOVED: Bastelli  
SECONDED: DeHogre

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, TERRY 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 3-24-15  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24 DAY OF MARCH, 2015  
Terry L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

R# 79-15

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED** that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown on the attached sheet charging taxes for the years indicated in the amount of \$56,940.00.

BLOCK	LOT	NAME	YEAR	AMOUNT
369	1	City of Long Branch Account of: Home Properties Pleasure Bay, LLC	2011	56,940.00

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24 DAY OF SEPTEMBER 2015  
Kathy L. Schmeltz  
MUNICIPAL CLERK, A.E.C.



R # 80-15

**RESOLUTION AUTHORIZING REFUND  
OF CERTIFICATE OF OCCUPANCY  
CITY OF LONG BRANCH**

WHEREAS, George Soares paid and then withdrew a Certificate of Occupancy Application from the City of Long Branch. and,

WHEREAS Mr. Soares paid the City of Long Branch \$75.00 for said application.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Director of Finance, or his designee, is hereby authorized to refund the overpaid amount of \$75.00 to:

George Soares  
156 N Fifth Ave.  
Long Branch, NJ 07740

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THIS DOCUMENT  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
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 March 2015  
Kathy L. Schmidt  
MUNICIPAL CLERK, R.E.C.

To whom it may concern:

January 16, 2015

On January 12, 2015 I, George Soares, gave the clerk \$75 check #2523 for a CO that was not granted. I would like the check to be returned to me please. Please send my check to my address 156 N5th Ave Long Branch, NJ 07740.

Thank you,

George Soares

A handwritten signature in black ink, appearing to read "Soares", with a circular scribble to the left.

R# 81-15

**RESOLUTION  
2015 EMERGENCY TEMPORARY APPROPRIATIONS**

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

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

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

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

WHEREAS the total emergency temporary resolutions adopted in the year 2015 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total .....**\$16,365,950.44** in addition to the original temporary budget adopted January 1, 2015 in the amount of **\$17,221,750.83** for a total Year to Date temporary budget of **\$ 33,587,701.27**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2015, and that in accordance with the Statute such item of appropriation will be included in the 2015 budget as finally adopted.

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

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

NOTED AND CERTIFIED  
THAT THE FOREGOING  
IS A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
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 SEPTEMBER 2015  
Anthony J. Scime  
MUNICIPAL CLERK, R.N.C.

**Budget Appropriations 2015**

Emergency  
Temporary  
Budget Appropriations  
3/24/2015

Cumulative  
Temporary  
Budget

Division of Street Construction And Maintenance

Other Expenses	\$ 50,000.00	\$ 183,000.00
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Bureau of Conservation (Beaches)

Other Expenses	\$ 20,000.00	\$ 105,000.00
Misc. Other Expenses	<u>\$ (20,000.00)</u>	<u>\$ -</u>

	\$ 50,000.00	\$ 33,587,701.27
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R# 82-14

RESOLUTION  
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Bestelli

SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMEL, 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 3-24-15  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 27th DAY OF MARCH 2015  
Kathy L. Schmell  
MUNICIPAL CLERK, ETC.

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**PUBLIC NOTICE**

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Notice is hereby given that the following bills will be submitted for payment approval as of March 24, 2015. 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 A.M. and 4:30 P.M. Monday through Friday.

A&A Truck Parts, Inc.	Part for Public Works Vehicle - Municipal Garage	1,250.00	
A.R. Communications	Repair Base Radios - Public Works & Fire Prevention	480.00	
Alexander Kelly	Cell Phone Allowance - January thru March 2015 - IT	120.00	
American Hose & Hydraulics Co., Inc.	Hydraulic Hoses and Fittings for Public Works Stock - Municipal Garage	963.93	
Amerigo Vespucci Society	Full Page Ad in Journal - Mayor's Office	150.00	
AMG Employee Management, Inc.	Time Cards - Public Works	34.42	
Andrew Clay	Referee for Indoor Soccer - 02/28/15 - Recreation	120.00	
ANJEC	2015 Membership Dues - Administration & Environmental Commission	365.00	
Ansell, Grimm & Aaron	Legal Services Rendered - General Services, Litigation & Tax Appeals - February 2015	22,654.26	*
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - February 2015	2,500.00	*
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - February 2015	14,121.64	Pymt# 2
AT&T	Telephone Service - Bills Dated February 2015 - Central, Fire & Recreation	2,281.27	*
Atlantic Flooring, Inc.	Armstrong Vinyl Composition Tile & Adhesive for Senior Center - Public Facilities	705.00	
Atlantic Plumbing Supply Corp.	Plumbing Materials - Public Works & Fire	442.78	
Auto Parts	Auto Parts for Various Vehicles - Weeks of 02/02 through 02/20/15 - Municipal Garage	7,462.82	
Big A Trucking Co., Inc.	Repair Flat Tire & Installation of Tires - Fire & Municipal Garage	322.50	
Brothers Towing & Recovery	Vehicle Towed & Impounded for Police Investigation - Police	100.00	
Bullet Lock & Safe Co., Inc.	Miscellaneous Keys & Locks for Vehicles & Buildings - Various Departments	117.80	
Cablevision Lightpath, Inc.	Fiber Lease - 03/01 - 03/31/15 - IT	1,500.00	Pymt# 3
Carl F. Jennings	Cell Phone Allowance - January thru March 2015 - Recreation	120.00	
Century Office Products	Copier Maintenance - 12/15/14 through 03/14/15 - Municipal Court	602.00	
Circle Chevrolet	Service Call for Check Engine Light on Public Works Vehicle - Municipal Garage	83.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	25,154.26	*
City of Long Branch Clearing Account	To Reimburse Clearing Account	45,332.24	*
City of Long Branch Clearing Account	To Reimburse Clearing Account	80,990.62	*
City of Long Branch Clearing Account	To Reimburse Clearing Account	424,369.40	*
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll Dated 03/13/15	914,008.09	*
City of Long Branch Payroll Agency Account	Health Benefits - March 2015 - Various Departments	403,384.12	*
City of Long Branch Payroll Agency Account	Payroll Dated 03/13/15	876,138.03	*
Coast Hardware Co., Inc.	Payroll Dated 03/13/15 - FICA/Medicare	37,870.06	*
Comcast Online	Light Bulbs for City Hall Building - Public Facilities	57.23	
Complete Security Systems, Inc.	Internet Provider - February 2015 - IT	8.97	*
Conte's Car Wash, Inc.	Fire Alarm Monitoring & Inspection Services - Recreation & Senior Center	1,330.00	
Cooper Electric Supply Co.	Car Wash for City Vehicles & Tokens for the Oversized Trucks - January 2015 - Various Departments	785.00	
County of Monmouth	Lights & Electrical Materials for City Buildings - Public Facilities	2,081.21	
CWA Local 1075	Salt Brine - Public Works	517.50	
D.W. Smith Associates, LLC	Dental/Vision - March 2015 - Various Departments	5,300.00	*
David Kologinsky	Professional Services Rendered - Replacement of Field Turf - January & February 2015	1,575.00	Pymt# 8
	Reimbursement of Mileage - January & February 2015 - Health	169.05	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

David Roach	Cell Phone Allowance - January thru March 2015 - Health	120.00	
David Spaulding	Cell Phone Allowance - January thru March 2015 - Purchasing	120.00	
Dearborn National Life	Life Insurance - March 2015 - Various Departments	943.16	*
Difrancesco, Bateman, Coley, Yospin, et al	Professional Services Rendered - Tax Appeals - February 2015	4,035.00	Pymt# 1
East Coast Emergency Lighting, Inc.	Strobe Lights for Fire Vehicle - Municipal Garage	465.48	
Edwards Tire Co., Inc.	Tires for Sanitation & Police Vehicles - Municipal Garage	4,603.22	
Efinger Sporting Goods Co.	Soccer Balls - Recreation	254.00	
F&C Automotive Supply	U-Joint for Public Works Vehicle - Municipal Garage	46.69	
Fax Express	Fax Machine Maintenance Renewal - 03/05/15 thru 03/04/16 - Finance	320.00	
Federal Cleaning Contractors	Window Cleaning - February 2015 - Recreation	25.00	
Fire Hooks Unlimited, Inc.	Parts for Fire Chief's Vehicle - Fire	4,945.00	
Foley Incorporated	Trencher Hydraulic 6" Combo and Parts for Skid Loader - Public Works & Parks	17,400.00	
Freehold Dodge, Inc.	Wiper Blade for Public Works Vehicle - Municipal Garage	430.95	
Gannett Satellite Information Network, Inc.	Public Advertising/Legal Ads - January & February 2015 - Municipal Clerk	2,045.50	
Global Govt./Education Solutions, Inc.	Lenovo Desktop Computer & Geforce GT Video Card - Recreation & Tax Assessor	596.17	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Redevelopment - January & February 2015	10,659.67	Pymt# 1
Griffin Auto-Manual Sales, Inc.	Engine Repair Manuals - Municipal Garage	2,400.00	
Hilsen Pest Control, LLC	Integrated Pest Control - March 2015 - Health	410.00	
Horizon Blue Cross Blue Shield	Dental Benefits - March 2015 - Various Departments	12,780.06	*
Hunter Jersey Peterbilt	Compressor, Core & Batteries for Sanitation Vehicle - Municipal Garage	1,878.77	
Innovative Data Solutions, Inc.	Annual Powerdms Subscription - Police	4,080.00	
Jacob L. Jones	Cell Phone Allowance - January thru March 2015 - Community Development	120.00	
JAMM Printing	Inspection Report, Continuation Sheets & Sanitary Inspection Signs - Health	325.00	
Jersey Access Group	2015 Membership Dues - Cable Commission	150.00	
Jersey Central Power & Light	Electric Service - Bills Dated December 2014 through March 2015 - Various Departments	2,714.98	*
Jersey Elevator Co., Inc.	Elevator Maintenance - City Hall Building - February 2015 - Public Facilities	182.24	
Jersey Shore Medical Center	Life Support CPR Training Certifications - Police	540.00	
Jesco, Inc.	Filters for Public Works Vehicles - Municipal Garage	435.16	
Joanne Fabrics	Supplies for Senior Affairs Events - Senior Affairs	552.39	*
John's Auto & Truck Repair	Vehicle Towed & Impounded for Police Investigation - Police	75.00	
Kepwel Water	Monthly Cooler Rental - February 2015 - Administration	30.85	
Lanigan Associates, Inc.	Forty Caliber Dummy Rounds - Police	87.50	
Leon S. Avakian, Inc.	Engineering Services Rendered - General Engineering - February 2015	580.00	Pymt# 1
Leon S. Avakian, Inc.	Engineering Services Rendered - Prelim. Engineering HMGP Grants - February 2015	870.00	Pymt# 1
Leon S. Avakian, Inc.	Engineering Services Rendered - Revisions of Tax Map - January & February 2015	1,997.50	Pymt# 5
Liberty Paper and Janitorial Supply	Janitorial Supplies for City Hall & Senior Center - Public Facilities	695.35	
Long Branch Chamber of Commerce	Center Page Ad in "Discover Guide" for 2014/15 - UEZ	5,000.00	
Long Branch Chamber of Commerce	Long Branch's Portion for Musical Performance - Oceanfest 2014 - UEZ	500.00	
Lowe's	Door Seal for Fire Headquarters - Public Facilities	23.24	
Marine Rescue Products, Inc.	Kayaks for Ocean Rescue - Conservation	1,631.00	
Maser Consulting, PA	Engineering Services Rendered - Zoning Board Ordinance - February 2015	1,278.75	Pymt# 25
Matthew Bender & Co., Inc.	Veterans Benefits Manual - Administration	210.10	
Mazza & Sons, Inc.	Recycle Tires - February 2015 - Public Works	412.00	
Meadowlands Transportation	UEZ - Year Round Shuttle Service - February 2015	3,500.00	Pymt# 5
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Retainer - Zoning Board - December 2014	500.00	Pymt# 12
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Retainer - Zoning Board - January 2015	500.00	Pymt# 1

Michael A. Irene, Jr. Esq.	Legal Services Rendered - Zoning Board Legal Services - January & February 2015	56.60	Pymt# 1 & 2
Mid-Atlantic Fire & Air	Service of Compressor System - Fire	695.00	
Miller's Luncheonette	Meals for Public Works Employees during Snow Storms - Public Works	* 507.86	
Monmouth County Regional Health Commission	2015 Monmouth Public Health Consortium - Health	8,504.00	
Monmouth Truck Equipment Acquisition, LLC	Control Stick for Snow Plow - Municipal Garage	75.00	
Monmouth University	Studio Rental - 03/04/15 - Cable Commission	750.00	
New Jersey American Water Co.	Water Service - Bills Dated January & February 2015 - Parks & Hydrants	* 16,644.12	
New Jersey Natural Gas Co.	Gas Service - Bills Dated January & February 2015 - Central, Fire & Recreation	* 19,948.09	
NJ State League of Municipalities	Webinar Registration - Planning & Zoning	35.00	
NJRPA	NJRPA Conference - 03/07 thru 03/11/15 - Recreation	360.00	
Party Fair	Party Goods & Decorations for St. Patrick's Day Party - Senior Affairs	152.78	
Pat Krosnicki	Reimbursement of Mileage - November & December 2014 - Senior Affairs	185.92	
PCMG, Inc.	Apple iMac & USB Superdrive - Police	3,461.99	
Petro King Service Co., Inc.	Check Overfill Valve at Public Works Pumps - Municipal Garage	436.00	
Provanage, LLC	Printer Ink - IT	75.14	
Public Works Association of NJ	2015 Memberships for Public Works Employees - Public Works	120.00	
Red the Uniform Tailor	Gun Holsters - Police	4,251.71	
Registered Municipal Accountants Association	2015 Membership Dues - Finance	125.00	
Republic Services	Disposal of Bulky Waste - February 2015	4,836.90	Pymt# 3
Riggins Incorporated	Diesel & Unleaded Fuel - February 2015 - Fuel	32,011.10	
RJK Media	Studio Directing & Post Production Editing - Cable Commission	500.00	
Rockafellers	Meals for Public Works Employees during Snow Storms - 02/22, 03/01 & 03/05/2015	* 1,041.65	
Saker Shoprites, Inc.	Food & Refreshments for College Tour Meeting & Black History Month - Recreation & Senior Affairs	352.19	
Scoles Floorshine Industries	Janitorial Supplies for City Hall & Senior Center - Public Facilities	281.64	
Sea Coast Chevrolet, Inc.	Deflectors for Fire Vehicle - Fire	81.00	
Seaboard Welding Supply, Inc.	Compressed Oxygen/Acetylene for Welder - Municipal Garage	281.74	
Shore Customs	Carbon Fiber Seat Heaters, Hands Free Bluetooth & Back-up Camera for City Vehicles - Municipal Garage	2,399.00	
Staples Business Advantage	QuickBooks 2015 & Office Supplies - Finance & Purchasing	835.34	
Stephanie Seyr	Court Recorder for Municipal Court Session - Municipal Court	70.00	
T.E.A.M. Life, Inc.	Powerheart AED G3 Defibrillator - Senior Center	1,495.00	
TASC Fire Apparatus, Inc.	Hurst Repair - Fire	371.35	
Task Force Tips, Inc.	Pro Pak Repair Kit - Fire	95.17	
Teamviewer GMBH	Team Viewer License and Mobile Support - Police	1,868.00	
Teresa Giordano	Cell Phone Allowance - January thru March 2015 - Health	120.00	
Thompson Design Group	Reimbursement of Expenses - General Services - January & March 2015	3,219.83	Pymt# 1-3
Treasurer, County of Monmouth	Tipping Fees & Taxes - January 2015 - Recycling/Solid Waste	68,643.96	
Trius, Inc.	Conveyor Chains & Blade for Snow Plows - Municipal Garage	6,180.00	
United Parcel Service	Shipping of Holsters - Police	356.53	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered & Reimbursement of Expenses - General Redev. - Jan. & Feb. 2015	21,385.50	Pymt# 1 & 2
Verizon Communications	Telephone Service - Bills Dated February 2015 - Central	* 54.99	
Verizon Wireless	Cell Phone Service - Bills Dated February 2015 - Various Departments	* 1,020.78	
Verizon Wireless	Wireless Laptop Service - Bills Dated February 2015 - Various Departments	* 1,379.02	
Vision Service Plan	Vision Benefits - March 2015 - Various Departments	* 1,140.18	
W.B. Mason Co., Inc.	Office Supplies - Various Departments	1,347.81	
W.W. Grainger, Inc.	Heater Motor for City Building - Public Facilities	153.54	
Wireless Communications & Electronics	Remove and Install Radios - Police & Fire	1,344.00	
Woodlands Wildlife Refuge, Inc.	Wildlife Responders Workshop - Health	50.00	
<b>TOTAL CURRENT</b>		<b>3,176,337.36</b>	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



City of Long Branch Clearing Account	To Reimburse Clearing Account	*	6,564.43	
Fernandes Construction	Columbia Avenue Drainage Improvements - Engineer's Certificate No. 2 - September thru October 2014		38,863.74	Final Pymt
Fieldturf USA, Inc.	Construction Services Rendered - Turf Replacement at Manahasset Creek Park - Thru 01/29/15		38,619.80	Final Pymt
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - January & February 2015		2,520.00	Pymt# 1
Leon S. Avakian, Inc.	Engineering Services Rendered - Elberon Drainage - October 2013 thru July 2014		12,477.50	Final Pymt
Leon S. Avakian, Inc.	Engineering Services Rendered - Lake Takanassee - January & February 2015		2,675.00	Pymt# 5
Leon S. Avakian, Inc.	Engineering Services Rendered - New Boardwalk Design - January 2015		7,395.00	Pymt# 5
Leon S. Avakian, Inc.	Engineering Services Rendered - Promenade Storm Damage Improvements - February & March 2015		4,292.50	Pymt# 1
Leon S. Avakian, Inc.	Engineering Services Rendered - Replacement of Boardwalk - January, February & March 2015		86,948.34	Pymt# 1
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - Pier Feasibility - January & February 2015		5,622.50	Pymt# 1 & 2

TOTAL CAPITAL

205,978.81

City of Long Branch Clearing Account	To Reimburse Clearing Account	*	115.99	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	650.98	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	5,551.44	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 03/13/15	*	6,211.43	
City of Long Branch Payroll Agency Account	Health Benefits - March 2015 - Various Departments	*	5,429.66	
City of Long Branch Payroll Agency Account	Payroll Dated 03/13/15	*	5,768.70	
City of Long Branch Payroll Agency Account	Payroll Dated 03/13/15 - FICA/Medicare	*	442.73	
Conte's Car Wash, Inc.	Car Wash for City Vehicles - January 2015 - Health		6.25	
Dearborn National Life	Life Insurance - March 2015 - Various Departments	*	1.46	
Horizon Blue Cross Blue Shield	Dental Benefits - March 2015 - Various Departments	*	100.79	
Long Branch Animal Hospital	Veterinary Services - January & February 2015		930.00	Pymt# 1 & 2
Monmouth County SPCA	Animal Shelter/Veterinary Services - January & February 2015		5,015.00	Pymt# 1 & 2
Verizon Wireless	Cell Phone Service - Bills Dated February 2015 - Health	*	115.99	
Vision Service Plan	Vision Benefits - March 2015 - Various Departments	*	19.53	

TOTAL DOG

30,359.95

Auto Parts	Auto Parts for Various Vehicles - Weeks of 02/02 through 02/20/15 - Municipal Garage		3.99	
Bullet Lock & Safe Co., Inc.	Keys for Vehicle - Community Development		84.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	2,085.58	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	7,046.79	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	39,380.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 03/13/15	*	6,491.54	
City of Long Branch Payroll Agency Account	Health Benefits - March 2015 - Various Departments	*	1,908.48	
City of Long Branch Payroll Agency Account	Payroll Dated 03/13/15	*	6,019.39	
City of Long Branch Payroll Agency Account	Payroll Dated 03/13/15 - FICA/Medicare	*	472.15	
Dearborn National Life	Life Insurance - March 2015 - Various Departments	*	7.34	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Fine Fare	Food & Beverages for National Night Out Event - Community Development	300.00
Horizon Blue Cross Blue Shield	Dental Benefits - March 2015 - Various Departments	* 143.10
Jersey Central Power & Light	Electric Service - Bills Dated December 2014 through March 2015 - CDBG	* 323.30
New Jersey Natural Gas Co.	Gas Service - Bills Dated January & February 2015 - UEZ	* 723.49
Oceanport Towers, C/O John Mcaulay	City Share of Food for Holiday Party for Seniors - Community Development	500.00
Pioneer Athletics	Paint for Soccer Field Lines - Community Development	292.00
Trolley Tours, Inc.	Partial Payment for "Get on the Bus" College Tour - Community Development	* 6,000.00
Vision Service Plan	Vision Benefits - March 2015 - Various Departments	* 26.66
<b>TOTAL HUD</b>		<b>71,807.81</b>

Arbus, Maybruch & Goode, LLC	Professional Services Rendered for Various Escrow Accounts - Planning and Zoning	1,162.00
AT&T	Telephone Service - Bills Dated February 2015 - UEZ/CDBG	* 97.14
Christiana Trust as Custodian	Tax Sale Premium	* 37,500.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 2,204.93
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 32,666.83
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 188,267.97
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 03/13/15	* 13,647.68
City of Long Branch Payroll Agency Account	Health Benefits - March 2015 - Various Departments	* 2,566.93
City of Long Branch Payroll Agency Account	NJ State Unemployment/Disability Insurance - February 2015	* 1,744.00
City of Long Branch Payroll Agency Account	Payroll Dated 03/13/15	* 13,342.42
City of Long Branch Payroll Agency Account	Payroll Dated 03/13/15 - FICA/Medicare	* 305.26
Danielle Golba & Associates	Stenographer Services for Various Escrow Accounts at Meeting - Planning and Zoning	2,450.00
Dearborn National Life	Life Insurance - March 2015 - Various Departments	* 0.73
Garden State Tax Lien Stearns	Tax Sale Premium	* 200.00
Giordano, Halleran & Ciesla	Release of Application Escrow Deposit - Escrow	* 1,405.75
Horizon Blue Cross Blue Shield	Dental Benefits - March 2015 - Various Departments	* 71.55
IAAI - New Jersey Chapter	2015 Annual Training Conference - Fire Prevention	450.00
JNH Funding Corp.	Tax Sale Premium	* 1,500.00
Maser Consulting, PA	Professional Services Rendered for Various Escrow Accounts - Planning and Zoning	3,980.00
Michael A. Irene Jr.	Professional Services Rendered for Various Escrow Accounts - Planning and Zoning	182.00
Monmouth University	Release of Performance Escrow Deposits - Escrow	* 144,409.68
New Jersey Natural Gas Co.	Gas Service - Bills Dated January & February 2015 - UEZ/CDBG	* 307.79
TWR CST for Ebury Fund 1NJ, LLC	Tax Sale Premium	* 900.00
US Bank Cust 4 PC Firsttrust Bank	Tax Sale Premium	* 900.00
US Bank Cust for BV001 Trust	Tax Sale Premiums	* 600.00
Vision Service Plan	Vision Benefits - March 2015 - Various Departments	* 13.33
<b>TOTAL TRUST OTHER</b>		<b>450,875.99</b>

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R #

83-15

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A UTILITY EASEMENT OVER  
PROPERTY DEEDED TO THE CITY OF LONG BRANCH AS PART OF THE CVS  
REDEVELOPMENT PROJECT**

**WHEREAS**, the City of Long Branch authorized the construction of a CVS Pharmacy the Broadway Gateway Redevelopment zone; and

**WHEREAS**, pursuant to the Redevelopment Agreement, the City of Long Branch was deeded out parcels on Block 284 Lot 1.03 as set forth in the Drainage and Utility Plan for CVS Pharmacy prepared by Dynamic Engineering annexed hereto and made a part hereof, which City owned properties are designated by striped lines; and

**WHEREAS**, one of the parcels conveyed to the City of Long Branch is to become subject to a Utility Easement as requested by JCP&L to enable JCP&L to provide a new underground electrical service for the CVS store; and

**WHEREAS**, said Utility Easement is usual and necessary for the development of the CVS store; and

**WHEREAS**, providing utilities to the CVS store is part of the City's responsibility under the Developers Agreement entered into with CVS store; and

**WHEREAS**, the granting of this Utility Easement is in the best interest of the City of Long Branch; 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 underground Utility Easement to JCP&L as annexed hereto and made a part hereof.

MOVED:

Bastelli

SECONDED:

Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-24-15  
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 MARCH 20 15  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.



## EASEMENT

The undersigned, CITY OF LONG BRANCH whose address is 344 BROADWAY LONG BRANCH NJ 07740 (the "Grantor"), is the owner of certain lands located in the City of Long Branch, County of Monmouth State of NJ, known and designated as Tax Block 289 , Lot 1.03 , and recorded in The Office of The Clerk of Monmouth County, on 7/23/2014, in Deed Book OR-9074 , page 2250, referred to as the property.

Grantor, hereby grants and conveys to Grantee Jersey Central Power & Light Company, a FirstEnergy Company and Verizon of New Jersey Inc., both New Jersey Corporations, (the "Grantee") for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace, improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across along and beyond the property, the course of said facilities to run as follows:

Generally in a Southeasterly direction from Existing Pole JC 14011b located along the Easterly Side line of NORTH BROADWAY thence traveling underground in a Southeasterly direction a total distance of 90' ± to JCP&L Padmount transformer 219086A53653 AS SHOW ON ATTACHED JCP&L EASEMENT EXHIBIT

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient by Grantee to accomplish the above purpose.

Grantor gives full authority and unqualified right to the Grantee to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of way. Grantee shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said right of way, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's Facilities or ingress or egress to, from, or along said right of way.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within eight feet of either side of the center line of the underground Facilities, if any, as installed, raise or lower the ground elevation of the land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors and assigns, Licensees and Lessees, as the case may be.

CITY OF LONG BRANCH

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Mayor -City of Long Branch, Adam Schneider

Municipality

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that on \_\_\_\_\_, Adam Schneider as Mayor -City of Long Branch of CITY OF LONG BRANCH personally appeared before me and acknowledged to my satisfaction that this person (or if more than one, each person) has the Legal Authority for the organization named within this instrument and being so authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the easement.

\_\_\_\_\_  
Notary Public of New Jersey

My commission expires: \_\_\_\_\_

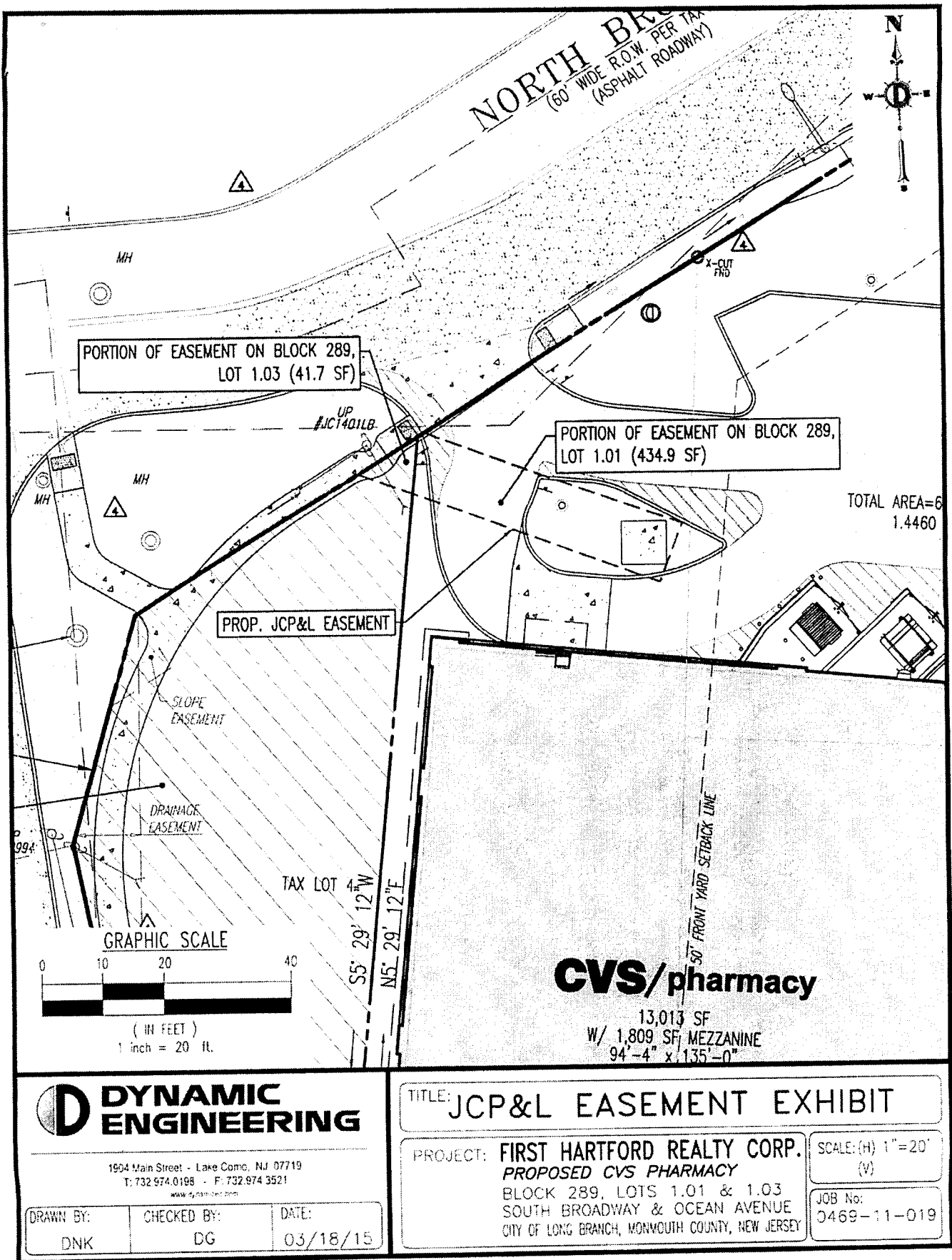
Dated: \_\_\_\_\_

County: Monmouth

Order #: 14197416

W/R#: 56787209

RECORD AND RETURN TO:  
JERSEY CENTRAL POWER AND LIGHT COMPANY  
RIGHT OF WAY DEPARTMENT  
331 NEWMAN SPRINGS ROAD  
BUILDING 3 SUITE 325  
RED BANK, NJ 07701



Plotted: 03/19/15 - 10:12 AM, By: tlynch  
File: P:\DECPC PROJECTS\0469 First Hartford\11-019 Long Branch\dwg\Site Plans\D46911019SS6.dwg, ---> JCP&L EASEM