

RESOLUTIONS ADOPTED BY CITY COUNCIL 11-24-15

R272-15 RESOLUTION AWARDING BID CONTRACT FOR BUILDING DEMOLITION 165 BRANCHPORT AVENUE (FRANK LURCH DEMOLITION)

R273-15 RESOLUTION OF MAYOR AND COUNCIL AUTHORIZING THE PLANNING BOARD OF THE CITY OF LONG BRANCH TO REVIEW THE PREVIOUS ENACTED REDEVELOPMENT ORDINANCE OF THE CITY OF LONG BRANCH 5-96 AND DESIGN GUIDELINES RELATED THERETO FOR POSSIBLE RECOMMENDATIONS FOR AMENDMENTS TO SAID ORDINANCES AND DESIGN GUIDELINES

R274-15 RESOLUTION ACCEPTING DEED NOTICE (LEMCO ASSOCIATES) **(REMOVED)**

R275-15 RESOLUTION STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM ENABLING RESOLUTION

R276-15 RESOLUTION RETURNING REQUIRED PERFORMANCE GUARANTEE (BLOCK 222, LOT 1-14, 15.01, 15-02, 22 & 23)

R277-15 RESOLUTION AUTHORIZING REFUND OF WORKERS COMPENSATION CITY OF LONG BRANCH

R278-15 RESOLUTION 2015 BUDGET APPROPRIATION TRANSFERS

R279-15 RESOLUTION TO REFUND OVERPAYMENT OF 2015 TAXES (BLOCK 407 LOT 18.03)

R280-15 RESOLUTION TO CANCEL OPEN TAXES DUE TO THE PROPERTIES BEING OWNED BY THE CITY OF LONG BRANCH (BLOCK 287 LOT 30)

R281-15 RESOLUTION TO REFUND OVERPAYMENT OF TAXES FOR 2015 (BLOCK 227 LOT 1.02)

R282-15 RESOLUTION APPROVAL PAYMENT OF BILLS

R # 272-15

**RESOLUTION AWARDING BID
CONTRACT FOR
BUILDING DEMOLITION 165 BRANCHPORT AVENUE**

WHEREAS, the City of Long Branch has the need to contract for Building Demolition 165 Branchport Avenue and;

WHEREAS, through a fair and open process, the City has advertised to receive bids on November 5, 2015 for Building Demolition 165 Branchport Avenue and the following bids were received as followed:

Frank Lurch Demolition	Base Bid
D&J Mazza Demolition	\$177,990
Delphi Construction	\$233,638
Yannuzzi Group	\$237,989
Titan Demolition	\$240,800
	\$343,040

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

WHEREAS, it is the recommendation of the Engineer that it is in the City's best interest to award a contract to **Frank Lurch 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, **Appro. #C-04-121-601, in the amount of \$173,500, Appro. #05-01-058-279, in the amount of \$4,490.Appro. for a Grand Total of \$177,990.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, and it is the recommendation of the Engineer and in the City's best interest that a contract be awarded to **Frank Lurch Demolition for Building Demolition 165 Branchport Avenue**, in accordance with the bid specifications and proposal, for a sum not to exceed **\$177,990.**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL, AT A
REGULAR MEETING HELD ON 11-24-13

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 20th DAY OF NOV, 2013

Kathy L. Schemel

**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:

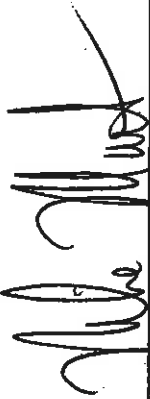
DEMOLITION BUILDING BRANCHPORT AVENUE

Said contract being made as follows:

COMPASS CONSTRUCTION \$177,990.00

Said funds being available in the form of:

**#C-04-121-601, \$173,500 # 05-01-058-279, \$4,490.00
GRAND TOTAL = \$177,990.00**



Michael Martin, Chief Financial Officer

11/10/15
Date

LEON S. AVAKIAN, INC. Consulting Engineers

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1959-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAPAL, P.E., P.P.
GREGORY S. BLASH, P.E., P.P.
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, P.E., P.P.
ALAN P. HILLA, JR., P.E., P.P.
WILLIAM D. PECK, P.E., P.P.

November 6, 2015

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

**Re: Building Demolition
165 Branchport Avenue
Recommendation of Award
City of Long Branch
Our file: LB 15-11**

Dear Ms. Schmelz:

Bids were received on Thursday, November 5, 2015 for above referenced project. Five (5) contractors purchased bid documents and of those, five (5) bids were received. The base bid amounts ranged from a low bid of \$177,990.00 to a high of \$343,040.00. The apparent low bid is marked with an asterisk (*) as shown below:

Bidders	Base Bid Amount
1. Frank Lurch Demolition Co., LLC	\$177,990.00*
2. D & j Mazza Demolition, Inc.	\$233,638.00
3. Delphi Engineering and Contracting	\$237,989.00
4. Yannuzzi Group	\$240,800.00
5. Titan Demolition	\$343,040.00

The references for the apparent low bidder, Frank Lurch Demolition Co., LLC, 515 Main Street, Avon-by-the-Sea, NJ 07717-1035 have been checked by this office and found to be satisfactory. Due to the availability of funding, we recommend that a contract be awarded to Frank Lurch Demolition Co., LLC in the amount of \$177,990.00 for the base bid, subject to the favorable review of the bid bond by the City Attorney.

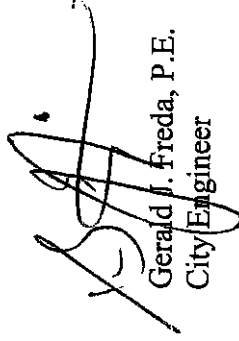
PHONE (732) 922-9229

FAX (732) 922-0044

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

Very truly yours,

LEON S. AVAKIAN, INC.



Gerald J. Freda, P.E.
City Engineer

DMH:mfl
Enclosure

cc: Howard H. Woolley, Jr. Administrator
Michael Martin, City CFO

David J. Spaulding, Jr., RPPO, QPA, Purchasing Agent, (w/encl.)
Fred Migliaccio, Director, Department of Public Works

LB/15/15-11

R # 273-15

RESOLUTION OF MAYOR AND COUNCIL AUTHORIZING THE PLANNING BOARD OF THE CITY OF LONG BRANCH TO REVIEW THE PREVIOUS ENACTED REDEVELOPMENT ORDINANCE OF THE CITY OF LONG BRANCH 5-96 AND DESIGN GUIDELINES RELATED THERETO FOR POSSIBLE RECOMMENDATIONS FOR AMENDMENTS TO SAID ORDINANCES AND DESIGN GUIDELINES

WHEREAS, the City of Long Branch enacted Ordinance 5-96, a Redevelopment Ordinance for the City of Long Branch pursuant to N.J.S.A. 40a:12a-1 et seq.; and

WHEREAS, significant development has taken place over the last 19 years within the redevelopment zones as created; and

WHEREAS, the Council of the City of Long Branch feels it is appropriate that after an extensive period of time has passed and extensive redevelopment has taken place in many redevelopment areas; and

WHEREAS, certain designated redevelopment areas have not developed as redevelopers have failed in those sections; and

WHEREAS, additional study by the Planning Board of the previously enacted ordinance and review of the present conditions and opportunities for development that may exist should be reviewed by the Planning Board of the City of Long Branch for potential amendments to said ordinance and design guidelines; and

WHEREAS, the review of the Planning Board should be consistent with the requirements of N.J.S.A. 40a:12a-8(c) dealing with amendments of Redevelopment Plans or Revisions and shall include a report that shall identify any provisions in the amended redevelopment plan which are inconsistent with the Master Plan and recommendation concerning these inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, the Council of the City of Long Branch firmly believes that such a review would be in the best interest of the citizens of the City of Long Branch; and

NOW THEREFORE BE IT RESOLVED that the Planning Board of the City of Long Branch be directed pursuant to N.J.S.A.40a:12a-8 to study and review the present existing Redevelopment Ordinance of the City of Long Branch Ordinance 5-96 and the design guidelines created thereunder as well as the Master Plan and make any recommendations deemed necessary and

appropriate by the Planning Board to the governing body in a formal report pursuant to N.J.S.A.40a:12a-8; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be served upon the attorney for the Planning Board and the secretary of the Planning Board of the City of Long Branch as well as the assistant planning director of the City of Long Branch.

MOVED: *Pallone*
SECONDED: *Bastelli*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KAREY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-24-15

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 NOV, 2015

Karey L. Schemel
MUNICIPAL CLERK, N.J.S.

R# 275-15

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

ENABLING RESOLUTION

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

WHEREAS, the City of Long Branch desires to further the public interest by obtaining a loan of \$312,000 and/or a grant of \$312,000 from the State to fund the following project(s): 1327-14-037, Manahasset Creek Park;

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

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

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

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

NOW, THEREFORE, BE IT REWSOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH THAT:

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

CERTIFICATION

I, Kathy Schmelz, City Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by The City Council of The City of Long Branch at a meeting held on the 24th day of NOV, 2015
IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 25th day of NOV, 15.


Kathy Schmelz, City Clerk

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

Prepared By: _____

Cecile M. Murphy

Green Acres Program
Department of Environmental Protection
(609) 984-0570

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

LONG BRANCH CITY

MONMOUTH COUNTY

Green Acres Copy
Local Government Unit Copy

File No. _____

Dated: _____

2/8/2013

THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

GREEN ACRES PROJECT AGREEMENT

BETWEEN the City of Long Branch, Monmouth County, having offices at 344 Broadway, Long Branch, New Jersey 07740, hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 501-01, P. O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, The Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved The Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this Green Acres Project Agreement ("Project Agreement") to govern the Local Government Unit's use of Green Acres Funds; and

WHEREAS, The Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws; and

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

LOCAL GOVERNMENT UNIT: Long Branch City
PROJECT NUMBER: 1327-14-037
TYPE OF PROJECT: _____ Acquisition _____ X _____ Development
PROJECT TITLE: Manahasset Creek Park

APPROVED PROJECT SCOPE:

Long Branch City proposes improvements to its Manahasset Creek Park, located along Long Branch Avenue. Proposed improvements include new park facilities, as well as replacement of facilities damaged by Superstorm Sandy. Specific proposed facility improvements include fencing and gates; refurbishment of tennis courts, parking areas, walkways, and playground and fitness station safety surfacing; replacement of damaged athletic field amenities; removal and replacement of dead trees and plantings; stormwater management upgrades; and a new sitting area with adjacent bocce courts and horseshoe pits.

PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

Block 458 Lots 2-5
Block 460 Lots 1-6
Block 479 Lots 4, 5, 6, 8
Block 481 Lots 1, 2
Block 482 Lot 1
Block 483 Lots 1.01, 2.01, 3, 4.01
Block 484 Lot 9

ALLOCATION OF PROJECT COST:

Funds directly from Local Government Unit	\$0
LOCAL SHARE	\$0
State Loan	\$312,400
State Grant	\$312,400
STATE SHARE*	\$624,800
OTHER SHARE	\$0
ESTIMATED TOTAL COST FOR APPROVED PROJECT	\$624,800

*P.L. 2015 C. 105

GENERAL PROVISIONS

1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Local Government Unit shall only use Green Acres Funds under this Project Agreement in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; and any State general obligation bond act that may be later approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively the "Green Acres Laws").

The Green Acres Laws are hereby incorporated by reference into this Project Agreement, as if set forth fully herein, and are binding upon the Local Government Unit. The Local Government Unit expressly agrees to comply with all Green Acres Laws. The Local Government Unit's failure to comply with the Green Acres Laws shall be a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

2. PROJECT ADMINISTRATION

a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively "subcontractors") shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and its subcontractors. The Local Government Unit shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties that may arise under or as a result of the subcontract.

b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.

c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.

d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate

remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.

- e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.
- g) The Local Government Unit and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and the rules and regulations promulgated pursuant thereto.
- h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- i) The Local Government Unit shall construct a sign designed to State specifications, which shall be erected and maintained by Local Government Unit during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by the Local Government Unit in a publicly visible location at the Approved Project site.
- j) The Local Government Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres Laws and provide such police protection as may be required.
- k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.
- l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project Agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this Project Agreement. The Local Government Unit shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Project Agreement.

- m) For an acquisition project, within six months of acquiring the project site, the Local Government Unit shall inspect the project site for the presence of structures that are or may be historic properties. An "historic property" means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant to N.J.S.A. 13:1B-15.128 et seq. Within 60 days of such inspection, the Local Government Unit must provide written documentation pursuant to N.J.A.C. 7:36-4.4(b).
- n) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- o) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- p) If any subcontractor utilized under this Project Agreement, is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq.
- r) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the McBride Principles, N.J.S.A. 52:34-12.2.
- s) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.
- t) The Local Government Unit warrants that it and its subcontractors are and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- 3. DISBURSEMENTS**
- The Local Government Unit shall only make disbursements of Green Acres Funds for costs allowable under the Green Acres Laws ("Allowable Costs")
- a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.

b) Allowable Costs for development projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to make a facility operational; incidental costs as provided for under N.J.A.C. 7:36-10.6, such as legal and advertising fees; and ancillary improvements as further described in the Approved Project Scope.

c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated Allowable Costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the Allowable Costs have or will be incurred.

d) In those instances where Green Acres Program funding is greater than the actual Allowable Costs incurred by the Local Government Unit, the State may reduce the amount of Green Acres Funds awarded to reflect actual expenditures.

4. **FINANCIAL RECORDS AND AUDITING REQUIREMENTS**

a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.

b) The Local Government Unit shall maintain separate records for each project, including the amount, receipt, and disposition of all funding received for the project, including Green Acres loans and matching grants, and contributions, gifts, or donations from any other sources.

c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.

d) The Local Government Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 04-04-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".

e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.

f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of five (5) years from the end of the Project Period, or (2) for such longer period as any applicable State or federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved; and (ii) Records for nonexpendable property acquired with Green Acres Funds shall be retained for five (5) years after its final disposition.

The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.

g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

5. LAND USE RESTRICTIONS

a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.)

For a development project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the Local Government Unit of the amount of the Green Acres Funds; or

2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3.

b) The Local Government Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Government Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement, the Green Acres Laws, and N.J.S.A. 13:8A-1 et seq., and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

c) For each parcel of land in which any interest is acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

"The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq., as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes."

6. INDEMNIFICATION

The Local Government Unit assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the State of New Jersey, and its agents, officials, and employees from and against any and all damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claimed to arise from, or in connection with this Project Agreement, the project, the ownership of the project site, or resulting from acts or omissions of the Local Government Unit, its employees, agents, contractors or subcontractors. The Local Government Unit shall also, at its own expense, appear, defend and pay all reasonable charges for attorney's fees and all reasonable costs and other expenses arising from and incurred in connection with such claims. The Local Government Unit shall immediately notify the State of any damage or claim for which it or the State might be

liable pursuant to this Project Agreement. The Local Government Unit's liability shall be limited to acts or occurrences arising during its period of ownership or other rights in the property. However, its duty to indemnify for such acts and omissions shall continue after the termination or expiration of this Project Agreement, and shall survive transfer of title.

This duty to indemnify shall continue in full force and effect after the termination or expiration of this Project Agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the Approved Project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

7. REMEDIES

a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, the Green Acres Laws, or any other applicable law, rule or regulation or if the Local Government Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1:

1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;
 2. Withhold a matching grant or loan disbursement or portion thereof;
 3. Terminate the Project Agreement; and/or
 4. Demand immediate repayment of all Green Acres Funds that the Local Government Unit has received.
- (b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged by the Parties that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide an adequate remedy.
- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement or the Green Acres Laws.

8. TERMINATION

a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the Green Acres Funds, whether partial or in full, under

this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.

- b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.

9. MODIFICATION OF PROJECT AGREEMENT

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project and do not require additional legislative approval pursuant to N.J.S.A. 13:8C-23, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the Green Acres Program. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee.

10. PROJECT PERIOD

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-3 or N.J.A.C. 7:36-12.3; or (3) The date on which the Local Government Unit first incurred allowable project costs under N.J.A.C. 7:36-4.10 or N.J.A.C. 7:36-10.6; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-9.1(h) or N.J.A.C. 7:36-14.1(h)).

11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

Schedule A: Loan Terms and Conditions (Loan Projects Only) YES NO

Schedule B: Special Conditions YES NO

12. ATTACHMENT

Exhibit 1: Declaration of Encumbrance

13. MISCELLANEOUS

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.

- d) This Project Agreement shall not be assigned without the prior written consent of the State.
- e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.
- g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.
- h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.
- i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Local Government Unit arising out of, or relating to, this Project Agreement or the breach of it will proceed as follows: (1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement.

SCHEDULE A

Loan Terms and Conditions
(Loan Projects Only)

(4) Page(s)

Loan Terms and Conditions
(Loan Projects Only)

- a) Inclusion of these Loan Terms and Conditions into the Project Agreement evidence the obligation of the Local Government Unit to repay the loan made by the New Jersey Department of Environmental Protection, Green Acres Program to the Local Government Unit. By execution of the Project Agreement with these supplemental Loan Terms and Conditions, the Local Government Unit acknowledges itself indebted and for the value received hereby promises to pay to the order of the Treasurer, State of New Jersey, 727/G.S. Preservation, the principal sum of the loan together with interest on the unpaid principal balance thereof from the date hereof until the Local Government Unit's obligations with respect to the repayment of such sum shall be discharged.
- b) The General Provisions contained in the Project Agreement are hereby incorporated into and made part of these Loan Terms and Conditions. Without limitation and regardless of whether such provisions are contained elsewhere in these Loan Terms and Conditions or General Provisions, the applicable terms of loan repayment and accounting and recordkeeping requirements established in the Green Acres Program regulations, N.J.A.C. 7:36-1 et seq., are incorporated into and made part of these Loan Terms and Conditions.
- c) No State funds shall be disbursed to a Local Government Unit that has defaulted on any State loan. In order to facilitate full or partial payment of such defaulted loan obligations, the State may, at its discretion, make a loan payment where it simultaneously receives from the Local Government Unit an amount in repayment of said defaulted loan obligation at least equal to the loan payment. Nothing in this paragraph shall in any way limit any right or duty of the State to demand and collect, at any time, the total amounts due under any such defaulted loan obligation.
- d) Any disbursement of funds by a Local Government Unit not used in accordance with this Project Agreement shall constitute default of the loan agreement, and all outstanding principal and interest amounts shall become payable immediately to the State.
- e) The loan shall be repaid in semi-annual installments over a period not to exceed 30 years for acquisition projects and 20 years for development projects. The number of years shall be calculated from the date of the first disbursement to the date of final payment.
- f) Repayment of the principal amount by the Local Government Unit shall be made to the State on a date beginning nine months from the date of the final disbursement of the loan or one year from the date of the first disbursement, whichever comes first. Repayments shall be on a semi-annual basis and in amounts as detailed in the attached Loan Repayment Schedule. The State reserves the right to unilaterally adjust the loan repayment dates and/or amounts on the attached Schedule if the timetable for completion and/or the actual project costs and disbursements vary from the attached Schedule.
- g) Interest shall accrue at a rate of not more than two percent (2%) per annum on the amount of the loan(s) disbursed and outstanding from the date of disbursement to the date of final repayment of the principal amount. Interest accrued against each disbursement (from the date of disbursement to the three months following final disbursement as outlined in (f) above) shall be paid on the date of the three months following the final disbursement. Interest accrued on the amortization of the principal amount shall be paid in semi-annual installments on such dates as detailed in the attached Schedule.

h) Failure of the Local Government Unit to make any repayment within 30 days of the scheduled repayment shall cause the assessment of a late fee being due from the Local Government Unit and payable to the State as follows:

1. when payment is 30-59 days past due, five percent (5%) of the payment amount due;
2. when a payment is 60-89 days past due, ten percent (10%) of the payment amount due; and
3. when a payment is 90 or more days past due, fifteen percent (15%) of the payment amount due.

Failure of the Local Government Unit to make any repayment within 90 days of the scheduled repayment date shall constitute default of the Project Agreement, and all outstanding principal, interest and penalty amounts shall become payable immediately to the State.

For any defaulted loan, interest charges equal to the loan interest rate will begin to accrue from the date repayment was due on the amount of the principal outstanding and any interest charges thereon.

i) The Local Government Unit may prepay the loan in whole or in part at any time without penalty. Partial repayment(s) shall be applied to the last maturing payment(s) due, shall be in one or more increments of the amount due on principal, and shall not extend or postpone the due date of any subsequent semi-annual installment or change the amount of such installments.

j) The Local Government Unit shall charge and collect such rates, fees and taxes in sufficient amounts as shall be required to provide revenues in each calendar year, together with other available funds, for the payment of debt service on the loan.

k) The Local Government Unit shall allocate a portion of its local budget in sufficient amounts to meet the annual debt service for the loan. These funds shall be deposited into a specific fund for the purpose of assuring repayment of the loan to the State.

l) The Local Government Unit shall comply with the statutory requirements of Title 40A relative to the undertaking of this Project Agreement and Loan.

In accordance with N.J.S.A. 40A:2-1 et seq., the Local Government Unit shall timely and properly file a Supplemental Debt Statement with the Division of Local Government Services prior to the execution of this Project Agreement. In the event that approval of the Local Finance Board is necessary to exceed the statutory debt limitation as proved in N.J.S.A. 40A:2-6, the Local Government Unit shall obtain said approval prior to the execution of this Project Agreement. In the event said approval is not granted by the Local Finance Board, this Project Agreement shall be declared null and void. No loan funds will be disbursed to the Local Government Unit without the State's receipt of a Certification of Conformance by the Local Government Unit. This Certification shall be completed on a form that the State provides.

PROJECT: Long Branch City
Manahasset Creek Park

LOAN AMOUNT: \$ 312,400.00
RATE: 0.00%
PMT PERIODS: 39
CURRENT DATE: 22-Oct-15

Estimated Loan Drawdown:

DATE	AMOUNT	DISBURSEMENT	ACCRUED INTEREST
23-Apr-16	22-Jul-16	\$ 312,400.00	\$ -

Estimated Repayment Schedule:

PRINCIPAL \$ 312,400.00
 ACCRUED INT \$ - due (22-Jul-16)
 AMORTIZED INT \$ -
 TOTAL TO BE REPAYD \$ 312,400.00

SEMI ANNUAL LOAN REPAYMENT \$ 8,010.26

PMT #	DUE	INTEREST	PRINCIPAL	LOAN BALANCE
				312,400.00
1	22-Jan-17	-	8,010.26	304,389.74
2	22-Jul-17	-	8,010.26	296,379.49
3	22-Jan-18	-	8,010.26	288,369.23
4	22-Jul-18	-	8,010.26	280,358.97
5	22-Jan-19	-	8,010.26	272,348.72
6	22-Jul-19	-	8,010.26	264,338.46
7	22-Jan-20	-	8,010.26	256,328.21
8	22-Jul-20	-	8,010.26	248,317.95
9	22-Jan-21	-	8,010.26	240,307.69
10	22-Jul-21	-	8,010.26	232,297.44
11	22-Jan-22	-	8,010.26	224,287.18
12	22-Jul-22	-	8,010.26	216,276.92
13	22-Jan-23	-	8,010.26	208,266.67
14	22-Jul-23	-	8,010.26	200,256.41

15	22-Jan-24	-	8,010.26	192,246.15
16	22-Jul-24	-	8,010.26	184,235.90
17	22-Jan-25	-	8,010.26	176,225.64
18	22-Jul-25	-	8,010.26	168,215.38
19	22-Jan-26	-	8,010.26	160,205.13
20	22-Jul-26	-	8,010.26	152,194.87
21	22-Jan-27	-	8,010.26	144,184.62
22	22-Jul-27	-	8,010.26	136,174.36
23	22-Jan-28	-	8,010.26	128,164.10
24	22-Jul-28	-	8,010.26	120,153.85
25	22-Jan-29	-	8,010.26	112,143.59
26	22-Jul-29	-	8,010.26	104,133.33
27	22-Jan-30	-	8,010.26	96,123.08
28	22-Jul-30	-	8,010.26	88,112.82
29	22-Jan-31	-	8,010.26	80,102.56
30	22-Jul-31	-	8,010.26	72,092.31
31	22-Jan-32	-	8,010.26	64,082.05
32	22-Jul-32	-	8,010.26	56,071.79
33	22-Jan-33	-	8,010.26	48,061.54
34	22-Jul-33	-	8,010.26	40,051.28
35	22-Jan-34	-	8,010.26	32,041.03
36	22-Jul-34	-	8,010.26	24,030.77
37	22-Jan-35	-	8,010.26	16,020.51
38	22-Jul-35	-	8,010.26	8,010.26
39	22-Jan-36	-	8,010.26	(0.00)
		\$ -	\$ 312,400.00	

MAKE CHECKS PAYABLE TO:
TREASURER, STATE OF NJ
727/G.S. PRESERVATION

MAIL REPAYMENTS TO:
NJDEP
BUDGET AND FINANCE
OFFICE OF TRUST FUND MANAGEMENT
P.O. BOX 420
TRENTON, NJ 08625

SCHEDULE B

Special Conditions

The Recreation and Open Space Inventory (ROSI) attached as part of the Declaration of Encumbrance is under review and revision by the Green Acres Program and the Local Government Unit. The Green Acres Program will not release any funding to the Local Government Unit for this project until the ROSI is accepted by the Green Acres Program.

SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

**LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER**

Reviewed and approved

on _____, 20____ By: _____
(signature)


(signature)

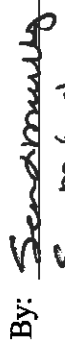
JAMES G. HARON
(print name) Date: _____
(print name and title)

ATTACH AUTHORIZING RESOLUTION

REVIEWED AND APPROVED AS TO FORM:

John J. Hoffman
Acting Attorney General of New Jersey

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: 
Sean Mohant
Deputy Attorney General

Rich Boornazian, Assistant Commissioner
for Natural and Historic Resources

Date: _____

Exhibit 1

Declaration of Encumbrance



DECLARATION OF ENCUMBRANCE

CITY OF LONG BRANCH
Monmouth County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program Mail Code 501-01
P. O. Box 420
Trenton, New Jersey 08625-0420

Attention: Cecile M. Murphy

Prepared by: _____
Cecile M. Murphy

11/28/2012

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this _____ day of _____, 20____, by the City of Long Branch, Monmouth County, ("Local Government Unit"), whose mailing address is 344 Broadway, Long Branch, New Jersey 07740.

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

Manahasset Creek Park
Project # 1327-14-037
As approved on June 24, 2015

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising _____ pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with the Green Acres Laws, covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

LOCAL GOVERNMENT UNIT
UNIT ATTORNEY

LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER

Reviewed and approved

on _____, 20____ By: _____

(signature) _____
J

(print name and title) _____

(signature) _____

JAMES G. ARM
(print name) _____

Date: _____

STATE OF NEW JERSEY)

)

COUNTY OF MONMOUTH)

ss

I CERTIFY that on _____, _____, _____ personally came before me,
(date) (official designated above)

_____, and stated to my satisfaction that he / she is the individual who

(Clerk)

signed this Declaration and that he / she

a. is authorized to execute this Declaration, and

b. executed this Declaration as his/her own act, and as the act of the

represented by him/her as

(Local Government Unit)

(official's title)

Clerk (signature)

(print name and title)

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

The Recreation and Open Space Inventory (ROSI) is a document compiled by a local government unit as a master list of its Green Acres-restricted lands (known as "parkland" under the Green Acres rules N.J.A.C. 7:36). Lands that are subject to Green Acres restrictions cannot be disposed of, or diverted to a use other than recreation or conservation purposes, without the approval of the DEP Commissioner and the State House Commission. The Declaration of Encumbrance, including the ROSI, is recorded with the appropriate county clerk as a condition of the Green Acres funding contract in order to provide notice of the Green Acres restrictions on these lands to title searchers and the general public.

LANDS THAT SHOULD BE LISTED ON THE ROSI

Green Acres-restricted lands fall into two categories: funded parkland (lands included in the acquisition or park development projects funded by the Green Acres Program) and unfunded parkland (other lands held by the local government unit for recreation or conservation purposes at the time it received Green Acres funding). All funded and unfunded parkland parcels must be listed on the ROSI.

Lands owned by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Government Unit. (e.g., through a lease, easement, use agreement or other agreement to which the Local Government Unit is a grantee.)

The ROSI should be compiled by a staff person who is knowledgeable about the local government unit's land holdings, uses of the land holdings and local land use regulations. The Local Government Units' planning board, environmental commission and other boards or commissions are encouraged to participate in the preparation and review of the ROSI.

The ROSI form is divided into three sections: Page 4, for land held in fee simple for recreation and conservation purposes; Page 5, for land held under a conservation restriction; and Page 6, for leases or use agreements held by the Local Government Unit for recreation and conservation purposes. Please review the Sample ROSI Sheets tab before completing the ROSI.

WHEN PREPARING AND SUBMITTING THE ROSI, please take note of the following:

The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page. **All pages, excluding the Sample ROSI Sheet, must be submitted.** Facility Names should be typed in all capital letters when filling out the three sections. All fields in each section should be filled in - including the acreage for each individual lot (do not submit the total acreage for the park). If there have been block and lot changes (consolidation / renumbering) since the last ROSI submission, please complete the last page of this document.

ROSI TAX MAPS

As an attachment to the ROSI, the local government unit should submit a copy of each appropriate municipal tax map (current as of the date of the Green Acres application) showing the parcels of parkland listed on the ROSI, with the approximate boundaries of each parcel clearly marked in colored ink. (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii). If only a portion of a current tax lot is encumbered, the Green Acres Program encourages local government units with Geographic Information System ("GIS") capability to utilize aerial maps (overlaid with digitized tax map lines) instead of photocopies of the tax map. If aerial maps are used, the local government unit should submit paper copies of the GIS-based maps to the Green Acres Program and should include with its submission a disk containing the mapping information in a shapefile format.

Form Specific Instructions

For parcels held in fee simple or in conservation restriction (easement), please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) if the property is co-owned with other partners, (8) a notation of whether the property is subject to a conservation easement funded by the Environmental Infrastructure Funding Program (EIFP), and (9) a notation about whether the parcel is funded or unfunded parkland.

For parcels held through a lease or use agreement, please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) the expiration date for the lease or use agreement, (8) the name of the underlying landowner, and (9) a notation about whether any of the recreation and conservation facilities on the encumbered property were funded by Green Acres or whether the leasehold interest is considered unfunded parkland.

Certification

If the local government unit is a municipality, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and the planning board chairperson. If the local unit is a county, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and one of the following: the parks director, or the director of the open space program. (See N.J.A.C. 7:36-6.5(a)2) *If the Local Unit's form of government does not allow for the Mayor to sign without a resolution from the governing body, please include the number and date of the resolution along with a copy of the passed resolution.*

Special Notes

1. This ROSI, as completed and duly executed, shall be incorporated into both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.
2. The Local Government Units' governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan. However, failure to do so shall have no effect on the validity of the ROSI.
3. If lands held by the Local Government Unit for recreation and conservation purposes are omitted from the ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Green Acres Program, and may require a public hearing. See N.J.A.C. 7:36-25.3.

Please check the Green Acres web site at <http://www.nj.gov/dep/greenacres/pdflaunch.html> for an updated version of this ROSI form prior to completion.

All pages of the ROSI must be electronically submitted with the completed original Certification page (page 7) mailed to the Project Manager's attention. Only pages 1 through 3, page 7, and those pages containing property information need to be included in the Declaration of Encumbrance that is sent for recording.

RECREATION AND OPEN SPACE INVENTORY

Definitions (as found at N.J.A.C. 7:36-2)

For the purposes of this ROSI, the following definitions shall apply whenever a form of the word is used:

"Conservation restriction": an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will, or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition; appropriate for conservation of soil or wildlife; appropriate for outdoor recreation or park use; or appropriate as suitable habitat for flora or fauna. Often known as a "Conservation Easement".

"Declaration": the recordable, written instrument executed by a local government unit that declares that all of the local government unit's funded and unfunded parklands are subject to the Green Acres restrictions. Such written instrument shall include the local government unit's Recreation and Open Space Inventory and is a component of the Project Agreement.

"Development": any improvement to a land or water area of a parkland that is designed to expand or enhance its utilization for outdoor recreation and conservation purposes, and shall include the construction, renovation, or repair of any such improvement, but shall not mean shore protection or beach renourishment or replenishment activities, except as provided at N.J.A.C. 7:36-10.3(a)5 and 21.3(a)5. This term may include any of the following types of ancillary improvements to a parkland: roadways, parking, landscaping, fencing, lighting, utilities, structures, and any other improvement that expands or enhances the use of parkland for outdoor recreation and conservation purposes.

"Fee simple": absolute ownership in land, unencumbered by any other interest or estate.

"Funded parkland": parkland that a local government unit has acquired or developed with Green Acres funding.

"Held," when used in the ROSI with reference to land: owned, leased, or otherwise controlled for recreation/conservation purposes.

"Historic preservation restriction": an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site that is historically significant for its architecture, archaeology or associations.

"Land" or "Lands": real property, including any improvement, right-of-way, water, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

"Local government unit": a county, municipality, or other political subdivision of the State, or any agency, authority, or other entity thereof the primary purpose of which is to administer, protect, acquire, develop, or maintain lands for recreation and conservation purposes.

"Parkland": land acquired, developed, and/or used for recreation and conservation purposes, including funded and unfunded parkland.

"Recreation and conservation purposes": the use of lands for beaches, biological or ecological study, boating, camping, fishing, forests, greenways, hunting, natural areas, parks, playgrounds, protecting historic properties, water reserves, watershed protection, wildlife preserves, active sports, or a similar use for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres laws. This term includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88, and P.L. 1995, c.204.

"Recreation and Open Space Inventory" or "ROSI": the listing of all of a local government unit's funded and unfunded parkland, including a description sufficient to identify each such parcel.

"Time of receipt of Green Acres funding": for a development project, the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, this term shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the local government unit of the Green Acres funding award; or
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or 12.3.

"Unfunded parkland": parkland, other than funded parkland, that is held by a local government unit for recreation and conservation purposes at the time of receipt of Green Acres funding.

Legislative & Regulatory References

Green Acres enabling legislation: *N.J.S.A. 13:8A-1 et seq.*; *N.J.S.A. 13:8A-19 et seq.*; *N.J.S.A. 8:A-35 et seq.*, *N.J.S.A. 13:8C-1 et seq.*; Green Acres Rules: *N.J.A.C. 7:36*; Federal Land and Water Conservation Fund Act, 16 U.S.C. s. 460; and New Jersey Conservation Restriction and Historic Preservation Restriction Act *N.J.S.A. 13:8B-1 et seq.*

Questions? Please call (609) 984-0631

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Long Branch County: Monmouth

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named City Tax Map and is dated 2006. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes (Use Page 4A ~Fee Simple cont'd as necessary for additional lands)

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y/N)	GA Encumbered Acres	Co-Owners? (Y/N)	Green Acres Funded? (F/U)	EIFP Funded? (Y/N)	Notes
1	Long Branch	West End Park	124	2	0.92	N	0.09	N	Y	N	
2	Long Branch	Van Court Park	65	7	7.23	N	7.23	N	Y	N	
3	Long Branch	Branchport Park	361,362	1	3.01	N	3.01	N	Y	N	
4	Long Branch	Pleasure Bay Park	369	2	5.19	N	5.19	N	Y	N	
5	Long Branch	George Naylor Park (Cherry Street)	492	3.01, 3.02, 24.01, 24.03, 3	3.2	N	3.20	N	Y	N	
6	Long Branch	Jerry Morgan Park	493	2, 3.01, 3.02	3.2	N	3.20	N	Y	N	
7	Long Branch	Eiberon Park (Truax Park)	22.03	1, 2, 3	5.1	N	5.10	N	Y	N	
8	Long Branch	Wilbur Ray Avenue Park	312	4-8	1.89	N	1.89	N	Y	N	
9	Long Branch	Broadway Park	289.01	1-4	0.6	N	0.60	N	Y	N	
10	Long Branch	Beach <i>(Beach does not include sand replenishment area)</i>	141	1	2.48	N	2.48	N	Y	N	
			150	1	1.04	N	1.04	N			
			157	1	0.24	N	0.24	N			
			204	1	2.4	N	2.40	N			
			223	1, 3	4.67	N	4.67	N			
			298	4.01, 5.01, 6-9	1.84	N	1.84	N			
			299	1-3	4.67	N	4.67	N			
11	Long Branch	Stocum Park/Library/City Hall	234	1.01	5.58		5.58	N	Y	N	
12	Long Branch	Third Avenue Park	275	14	0.19	N	0.19	N	Y	N	
13	Long Branch	Fireman's Park	64	1	7.5	N	7.50	N	Y	N	

Total of all fee simple Green Acres-encumbered acres on this page only: **60.12**

Total of all fee simple Green Acres-encumbered acres from all pages of this ROSI: **135.73**

Total of all Green Acres-encumbered acres from all pages of this ROSI: **135.73**

Note 1: For properties partially held for recreation/conservation (e.g. municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the recreation/conservation area.
 Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
 Note 3: Does any other entity have an undivided interest in this property? List co-owner in Notes column.
 Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)
 Note 5: Were Environmental Infrastructure Trust Program funds used to acquire all or part of this property?

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Long Branch County: Monmouth

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named City Tax Map and is dated 2006. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y/N)	GA Encumbered Acres	Co-Owners? (Y/N)	Green Acres Funded? (F/U)	EIFP Funded? (Y/N)	Notes
14	Long Branch	Ocean Place Promenade	Ocean Ave RW, Laird St. to Ocean Terr.		5	N	5.00	N	Y	N	
15	Long Branch	Presidents Promenade	Brighton Ave. to South Bath (total ROW)		3.64	N	3.64	N	Y	N	
16	Long Branch	Jackson Woods		1.01	12.78	N	12.78	N	Y	N	
17	Long Branch	Broadway 3rd Ave Triangle		1	0.197	N	0.20	N	Y	N	
18	Long Branch	MLK Memorial Atlantic Ave		1	0.4	N	0.40	N	Y	N	
19	Long Branch	Bath Avenue Park		1	0.24	N	0.24	N	Y	N	
20	Long Branch	Manahasset Creek Park		2-5	1.032	N	1.03	N	Y	N	
				1-6	6.931	N	6.93	N	Y	N	
				4-5	1.0989	N	1.10	N	Y	N	
				6	0.335	N	0.34	N	Y	N	
				8	2.12	N	2.12	N	Y	N	
				1	0.491	N	0.49	N	Y	N	
				2	3.162	N	3.16	N	Y	N	
				1	2.44	N	2.44	N	Y	N	

Total of all fee simple Green Acres-encumbered acres on this page only: 39.87

RECREATION AND OPEN SPACE INVENTORY

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named City Tax Map and is dated 2006. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y/N)	GA Encumbered Acres	Co-Owners? (Y/N)	Green Acres Funded? (F/U)	EIFP Funded? (Y/N)	Notes
21	Long Branch	City R.O.W. (Roadways)	483	9	2.74	N	2.74	N	Y	N	
22	Long Branch	Takanassee Lake	42	16	6.85	N	6.85	N	Y	N	
			61	1	14.12	N	14.12	N	Y	N	
			60	11.01	1.49	N	1.49	N	Y	N	
23	Long Branch	Hoey Avenue Park	80	5	6.34	N	6.34	N	Y		
24	Long Branch	Troutman's Greenway	451	1, 3-5, 11-14	2	N	2.00	N	Y	N	
25	Long Branch	Florence Avenue	395	1	0.49	N	0.49	N	Y	N	

Total of all fee simple Green Acres-encumbered acres on this page only: **35.74**

CERTIFICATION:

I HEREBY CERTIFY that this Recreation and Open Space Inventory, comprising 11 total pages, is a complete and accurate listing of all lands held by the Local Government Unit, as of this 24th day of July, 2014, for recreation and conservation purposes at the time of receipt of Green Acres funding.

This ROSI is being submitted to Green Acres as part of project number:

and entitled: Manahasset Cock Park. Improvement Project

[Signature]

[Signature]

Chief Executive Officer of Local Government Unit

Planning Board Chairperson (or equivalent)

Date: 7/24/2014

Date: 7/23/14

This Certification is to be signed only on this page, Page 7, of the Recreation and Open Space Inventory.

N/A

if required by local ordinance, number and date of governing body resolution authorizing Mayor to sign the ROSI:

Resolution Number

Date of Resolution

(Resolution attached)

[Handwritten mark]

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

ENABLING RESOLUTION

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

WHEREAS, the _____ (*name of applicant*) desires to further the public interest by obtaining a loan of \$ _____ and/or a grant of \$ _____ from the State to fund the following project(s):

#insert project number and name

NOW, THEREFORE, the governing body/board resolves that _____ (*name of authorized official*) or the successor to the office of _____ (*title of authorized official*) is hereby authorized to:

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE _____ (*name of legal body or board*) THAT:

1. The _____ (*title of authorized official*) of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as (*project name*) _____, and; **[Note: Please authorize only one official to sign the project agreement on behalf of the local government or nonprofit.]**
2. The applicant has its matching share of the project, if a match is required, in the amount of \$ _____.
3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project, and;
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.
5. This resolution shall take effect immediately.

CERTIFICATION

I, _____ (*name and title of Secretary or equivalent*) do hereby certify that the foregoing is a true copy of a resolution adopted by _____ (*name of legal body or board*) at a meeting held on the _____ day of _____, _____.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this _____ day of _____.

(*name and title of Secretary or equivalent*)

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

CERTIFICATION OF DEBT REPORTING

This shall certify that the _____ of _____ in the County
of _____ has filed its Supplemental Debt Statement, Revised Capital Budget
and Bond Ordinance in accordance with the provisions of the Local Bond Law (NJSA 40A:2-1 *et*
seq.) which reflect the Green Acres Project as listed below:

Project Name: _____
Green Acres #: _____
Sponsor: _____
Loan Amount: _____
Total Project: _____
Debt Ratio of
Local Unit: _____

The execution of this form serves to certify that a Bond Ordinance and Supplemental Debt
Statement has been prepared and approved by the State of New Jersey Department of
Community Affairs, Division of Local Government Services. The Bond Ordinance is now in
effect for the above referenced project.

Chief Financial Officer

Clerk

Date

Date

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
Green Acres Local Assistance Program

GREEN ACRES ACCOUNT INFORMATION FORM

Date: _____

Project Sponsor: _____

Municipality: _____ County: _____

Project Name: _____ Project Number: _____

Bank Name and Address: _____

Bank Phone Number: _____

Wire Transfer Number: _____

Bank Routing Number: _____

Bank Account Number: _____

Bank Account Name (i.e. "Local Unit Green Acres Account"): _____

R# 876-15

**RESOLUTION RETURNING REQUIRED PERFORMANCE
GUARANTEE**

Project: PV-III FOUNTAINS APPLIED LWAG, LLC
Block: 222
Lot: 1-14, 15.01, 15-02, 22 & 23

WHEREAS the Chief Financial Officer of the City of Long Branch, recommends the Performance guarantee on the above referenced project be returned, and,

WHEREAS said Performance Guarantee has been deemed returnable due to the sale of the project, and

WHEREAS the applicant has requested the return.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the performance guarantee on the above referenced project is hereby returned to:

Fountains Applied LWAG LLC
50 Washington Street
Hoboken, NJ 07030

Surety = Atlantic Specialty Insurance Company, Bond No. 800001901, dated March 1, 2013, in the amount of \$6,670,090.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, MARY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT THE ABOVE RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-29-13 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 NOVEMBER, 2013.
Mary L. Schmidt
MUNICIPAL CLERK, A.E.C.

R# 277-15

**RESOLUTION AUTHORIZING REFUND
OF WORKERS COMPENSATION
CITY OF LONG BRANCH**

WHEREAS, D & H Alternative Risk Solutions overpaid the City of Long Branch for an Employee's Workers Compensation claim, and

WHEREAS, D & H Alternative Risk Solutions overpaid the City of Long Branch by \$600.00 for said claim.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Chief Financial Officer, or his designee, is hereby authorized to refund the overpaid amount of \$600.00 to:

D & H Alternative Risk Solutions
PO Box 68
Newton, NJ 07860

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-24-15
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 NOV, 2015
Kathy L. Schemel
MUNICIPAL CLERK, R.N.S.

R# 278-15

RESOLUTION
2015 BUDGET APPROPRIATION TRANSFERS

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

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

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEDE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-24-15
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 NOV 2015
Kathy L. Schede

CITY OF LONG BRANCH
 2015 BUDGET TRANSFERS
 11/24/2015

BUDGET ACCOUNT TITLE	TO	FROM
CONTRIBUTION TO VOLUNTEER FIRST AID SQUADS OE	\$ 5,000.00	
DEPARTMENT OF BUILDING & DEVELOPMENT OFFICE OF THE DIRECTOR OE	\$ 24,583.00	
BUREAU OF CONSERVATION (BEACHES) OE	\$ 5,000.00	
OFFICE OF THE CONSTRUCTION OFFICIAL OE		\$ 8,075.00
UNIFORM FIRE SAFETY OE		\$ 7,508.00
DEPARTMENT OF BUILDING & DEVELOPMENT OFFICE OF THE DIRECTOR MISC OE (DEMOLITION)		\$ 9,000.00
DISPOSAL COSTS (SANITATION & RECYCLING) OE		\$ 10,000.00
	<hr/>	
	\$ 34,583.00	\$ 34,583.00

R# 282-15

**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.

R# 279-15

**RESOLUTION TO REFUND
OVERPAYMENT OF
2015 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2015 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2015 taxes in the amount of \$962.50.

BLOCK	LOT	QUAL.	OWNER	AMOUNT
407	18.03		Flagstar Bank c/o CoreLogic Account of: Martinez, Juan Ramon Attn: Refund Dept. PO Box 961250 Fort Worth, TX 76161-9858	962.50

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT FOLLOWSING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-24-15
 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 NOV, 2015
Kathy L. Schemel
 MUNICIPAL CLERK

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of November 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.

279 Broadway Associates	Rent - Municipal Court - December 2015		9,866.43	
Aeration Power Systems, Inc	End Cap for Quick Disconnect for Power Cord Side and LED Lights - Takanassee Lake Fountain - Public Works		95.85	
American Hose & Hydraulics	Fittings - PW# 104 - Public Works		452.46	
Ansell, Grimm & Aaron	Legal Services Rendered - General & Tax Appeals - October 2015	*	21,340.85	Pymt# 4
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - October 2015	*	2,500.00	Pymt# 4
Apruzzese, McDermott, Mastro & Murphy	Professional Services Rendered - General Labor Matters - October 2015		8,729.53	Pymt# 4
Auto Parts	Miscellaneous Auto Supplies - Public Works		10,719.35	
B & H Photo	Miscellaneous Computer Supplies - Various Departments		2,438.09	
Beverly Baxter	Ceramic Instruction - September thru October 2015 - Senior Center		1,839.95	
Big A Trucking Co	Repair Flat Tires - PW# 103 - Public Works		711.50	
Borgata Hotel Casino & Spa	Reservation - F. Ravaschiere - 12/8-12/10/2015 - Public Works	*	188.00	
Bullet Lock & Safe Co	Miscellaneous Keys/ Locks - September thru October 2015 - Traffic Department		55.65	
Cablevision Lightpath	Monthly Dark Fiber Lease - November 2015 - IT Department		1,500.00	Pymt# 4
Carolina Justiniano	Veterans Day Essay Contest Winner - Elementary School	*	100.00	
Carrot Top Industries	Traditional Cemetery U.S. Marking Flags - Administration		48.48	
Charles Shirley	Reimbursement for Computer Software - Police Department		135.92	
Circle Chevrolet	Pulley - PW# 9 - Public Works		120.79	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	300.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	36,470.03	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	58,008.32	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	286,922.04	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 11/06/15	*	919,781.51	
City of Long Branch Payroll Agency Account	Payroll Dated 11/06/15	*	882,347.07	
City of Long Branch Payroll Agency Account	Payroll Dated 11/06/15 - FICA/Medicare	*	37,434.44	
City of Long Branch Trust Other Account	2014 Budget Appropriation	*	50,000.00	
Coast Hardware	Nails for Library - Public Works		18.14	
Complete Security Systems	Central Station Monitoring - 11/01/15-01/31/16 - Long Branch Parks and Recreation		281.50	
Conte's Car Wash	Monthly Car Wash Contract - Various City Vehicles		1,431.25	
County of Monmouth	Equipment Rental of Light Towers, Message Boards & Attenuator Trucks - Oceanfest - Police Department		912.50	
Cranbury Custom Lettering	Letter Dodge Chargers - Unit # 5,6,7,8,9,10 & 11 - Police Department		3,465.00	
CWA Local 1075	Employee Dental Benefits - November 2015	*	5,100.00	
David Weber Oil Co	Anti Freeze - Public Works		576.80	
Edwards Tire Co. Inc	Tires - Fire# 25-6-90 - Fire & Police Department		3,013.31	
Fine Fare	Sandwiches for Library Event - 10/19/15 - Recreation - Food for Foliage - Senior Affairs		179.21	
Flowers by Van Brunt	Flowers - Administration		60.00	
Ford Motor Credit Corp	Lease/ Purchase 2013 & 2015 Chevy Tahoes - 12/09/2015 - Police & Fire Department	*	11,461.16	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Freehold Dodge, Inc	Miscellaneous Auto Parts - Police Department and Public Works	722.34	
Freehold Ford	Bar - PD# 93 - Public Works	96.89	
Gold Type Business Machines	Laptop Tray for Unit# 25-32 - Fire Prevention	221.39	
Gold Type Business Machines Inc	E-Ticketing - July thru September 2015 - Police Department	12,671.40	
Hilsen Pest Control	Intergrated Pest Control & Various Service Calls - October thru November 2015	950.00	
Home Depot Credit Services	Miscellaneous Parts and Supplies - Various Departments	881.70	
International Code Council Inc	Property Maintenance Code - Fire Prevention	52.00	
Jamm Printing	Taxi Cab Owners Licenses - City Clerk	170.00	
Jersey Elevator	Service Call - Outside Life - City Hall	455.00	
Jesco, Inc	Repair for Check Engine Light - PW# 102 - Public Works	3,250.69	
John Deere Landscape	Insecticide - Public Works	259.30	
Johnson's Restaurant Supply	10 Open Burner Range/ 2 Ovens - Fire Headquarters	3,820.00	
Kevin Stout	Chief Honorarium	3,000.00	
Konica Minolta Business Solutions	Monthly Copier Agreement - September 2015 - Various Departments	3,289.65	
Leticia Pessoa	Veterans Day Essay Contest Winner - Middle School	100.00	*
Lisa Gall	Camera Operator - Community Connections - October 2015 - Cable Commission	100.00	
Lorco Petroleum	Removal of Oil Filters - Public Works	45.00	
Margaux Cattelona	Veterans Day Essay Contest Winner - High School	100.00	*
Maser Consulting	Engineering Services Rendered - Zoning Ordinance - October 2015	1,046.25	Pyemt# 4
Mazza & Sons	Recycled Tired - October 2015 - Public Works	810.00	
MCAA of NJ-Livingston Municipal Court	Registration for All Functions - 11/17-11/19/2015 - T. Turner - Municipal Court	75.00	
Michael Marra	Second Asst Chiefs Honorarium - Fire Department	1,000.00	
Mon Cnty Bd of Taxation	Notification for Assessment Cards & Records Access Fees - Tax Assessor	6,799.21	
Monoc Hospital Service Corp	Elective Classes - D. Phillips - 10/03/2015 - Fire Department	240.00	
Mr. John	Standard & Handicapped Units at Various Locations - October 2015 - Parks & Public Facilities	181.96	
Municipal Record Service	ATS Carbonless Mailers - Municipal Court	1,770.00	
NAACP/ Greater Long Branch	Long Branch Youth Attending the Annual Freedom Fund Banquet at Branches - 10/31/2015 - Recreation	780.00	
New Jersey Motor Vehicle	Titles and Registrations - Public Works	85.00	*
NJAPZA	Annual Luncheon - 11/18/2015 - Zoning Board	120.00	
Nolze Garage Door	Replace Broken Electric Garage Door Operator - Main Door at DPW - Public Works	1,595.00	
Oceanside Service Inc	Diagnostic Units - Police Department & Telephone Server	220.00	
Pangaro Training and Management	Report Writing Course - 11/10/2015 - Police Department	169.00	
Prestige Prep Academy	Registration for High School Basketball - Boys Fall Basketball League - 10/08/2015 - Recreation	600.00	
Provantage LLC	Computer Hardware - IT Dept	1,260.00	
Red the Uniform Tailor	Uniform Supplies - Police Department	281.99	
Republic Services	Disposal of Bulky Waste - October 2015	5,721.49	Pyemt# 21-22
Riggins Incorporated	Diesel Fuel - 10/14, 10/26, 10/27/2015 - Public Works	33,025.91	
RJK Media	Recording of Community Connections at Monmouth University - 10/21/2015 - Cable Commission	500.00	
Ronald Guidetti	First Asst Chief Honorarium - Fire Department	1,500.00	
Saker Shoprites, Inc	Food/Refreshments - Various Functions - Senior Affairs	507.30	
Sal's Original	Food for Veterans Celebration - 11/04/2015 - Senior Affairs	424.86	
Sanitation Equipment	Tube Assembly - Sanitation #40 - Public Works	185.69	
SBP Industries	Speed Control Unit for Generators - Public Works	1,455.60	
Seaboard Welding Supply	Orange Screen for Welding - Public Works	88.50	
Service Tire Truck Center	Tires - Public Works	2,570.54	
Sharp Electronics Corp	Black and White Usage Charge - 04/01-04/30/2015 - Recreation Office	23.95	
Sickles Market	Items/ Supplies for Seasonal Decorations and Trees - Senior Affairs	1,251.54	
Siperstein's	Paint for New Generator Trailer & Library - Public Works	132.73	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Software Techniques, Inc	Premier Support - Annual Support - Public Works	250.00	
Stavola Asphalt Company	I-5 State Mix for Pot Holes - Public Works	313.02	
Tax Coll/ Treas Assoc of NJ	2015 TCTA Spring Conference - M. Martin - Finance Department	385.00	*
The Music Makers c/o Isabella Berth	Entertainment for Halloween Celebration - 10/30/2015 - Senior Affairs	250.00	
Timothy McGoughran	Professional Services Rendered - Conflict Judge - November 2015	400.00	Pynt# 6
Treasurer, County of Monmouth	Tipping Fees & Taxes for Disposal of Solid Waste - Recycling/Solid Waste Disposal - October 2015	75,686.19	
Treasurer, State of NJ	Underground Storage Tanks Program - Public Works	150.00	
Up-Tite Fastners	Blades and Screws for Trailer - Public Works	130.45	
Vantage Point Real Estate Dev	Professional Services Rendered - General - October 2015	3,062.50	Pynt# 4
Verizon Wireless	Cell Phone Service - Bills Dated 10/16/2015	535.02	*
W.B. Mason	Miscellaneous Office Supplies - Various Departments	3,224.15	
W.W. Grainger	Miscellaneous Items - Various Departments	817.50	
Whitemarsh Corporation	Black Keys - Public Works	610.00	
Wireless Communications	Miscellaneous Computer Supplies - Police Department	5,510.66	
Zep Manufacturing Co	Zep Shell Shock Hand Soap - Public Works	198.62	

TOTAL CURRENT

2,544,735.12

City of Long Branch Clearing Account	To Reimburse Clearing Account	197,285.20	*
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TOTAL CAPITAL

197,285.20

Auto Parts	Miscellaneous Auto Supplies - Animal Control Vehicles	269.63	
City of Long Branch Clearing Account	To Reimburse Clearing Account	116.09	*
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 11/06/15	7,336.43	*
City of Long Branch Payroll Agency Account	Payroll Dated 11/06/15	6,819.31	*
City of Long Branch Payroll Agency Account	Payroll Dated 11/06/15 - FICA/Medicare	517.12	*
Conte's Car Wash	Monthly Car Wash Contract - Various City Vehicles	37.50	
Long Branch Animal Hospital	Veterinary Services - October 2015	135.00	Pynt# 10
Red Bank Veterinary Hospital	Veterinary Services - January thru August 2015	4,858.71	Pynt# 1-6
Verizon Wireless	Cell Phone Service - Bills Dated 10/16/2015	116.09	*

TOTAL DOG

20,205.88

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Atlantic City Convention	Electric Service for Booth for League of Municipalities - November 16-19, 2015	*	120.00	
Beverly Baxter	Ceramic Instruction - September thru October 2015 - Senior Center		125.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	1,993.25	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	12,207.06	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 11/06/15	*	6,487.13	
City of Long Branch Payroll Agency Account	Payroll Dated 11/06/15	*	6,019.39	
City of Long Branch Payroll Agency Account	Payroll Dated 11/06/15 - FICA/Medicare	*	467.74	
Conte's Car Wash	Monthly Car Wash Contract - Various City Vehicles		12.50	
Fine Fare	Water for Fitness Walking Group - Community Development		59.85	
Konica Minolta Business Solutions	Monthly Copier Agreement - September 2015 - Various Departments		272.57	
Lisa Bagwell	Community Gardens Project - Conrail Site - September thru October 2015 - Community Development		1,800.00	Final Pymt
Mr. John	Standard & Handicapped Units at Various Locations - October 2015 - Parks & Public Facilities		194.50	
NJ State of League of Municipalities	Governors League Luncheon - 11/19/2015 - Community Development	*	160.00	
Robert Goodman	Conference Reimbursement - MODC Luncheon for Business Development - 10/16/2015 - Community Dev.		40.00	
Stelair Design Corp	Fitness Walking Club T-Shirts - Community Development		920.00	
Trolley Tours	Tour of NYC Holiday Lights - 12/12/2015 - Community Development	*	1,300.00	
Vista Convention Services	Discount Items for Booth at the League of Municipalities	*	413.25	

TOTAL HUD

32,592.24

Ansell, Grimm & Aaron	Legal Services Rendered - TDB - October 2015	*	33.00	Pymt# 4
Arnold's Plumbing & Heating	Emergency Heating Service - E. Reed - Community Development		500.00	
Christina Trust as Custodian	Tax Sale Premium	*	26,500.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	32,833.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	15,800.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	10,529.66	
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll Dated 11/06/15	*	25,483.49	
City of Long Branch Payroll Agency Account	Payroll Dated 11/06/15	*	25,009.22	
Glia Group, LLC	Payroll Dated 11/06/15 - FICA/Medicare	*	474.27	
Good Sports	Tax Sale Premium	*	800.00	
JNH Funding	Register for Soccer League - High School - Recreation		1,200.00	
Long Branch Chamber of Commerce	Tax Sale Premium	*	600.00	
McManimon, Scotland & Baumann, LLC	Rent - Community Development - December 2015		1,650.00	
Public Tax Investments	Professional Services Rendered - Pier Village III RAB Financing - September 2015		720.00	Pymt# 2
Public Tax Investments	Tax Sale Premium	*	2,000.00	
RE Community	Tax Sale Premium	*	1,000.00	
TWR CST for Ebury Fund 1NJ	Recycling - Comingled, Mixed Paper - August 2015		807.82	
TWR CST for Ebury Fund 1NJ	Tax Sale Premium	*	2,600.00	
US Bank Cust for BV001 Trust	Tax Sale Premium	*	1,200.00	
US Bank Cust PC 5 Sterling Natl	Tax Sale Premium	*	100.00	
US Bank Cust PC 5 Sterling Natl	Tax Sale Premium	*	7,800.00	
US Bank Cust PC4 Firstrust	Tax Sale Premium	*	4,000.00	
		*	2,000.00	

TOTAL TRUST OTHER

163,640.46

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE