

RESOLUTIONS ADOPTED BY CITY COUNCIL NOVEMBER 10, 2016

R231-16 RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS II OFFICERS FOR THE CITY OF LONG BRANCH

R232-16 RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT FOR DALE STREET DRAINAGE IMPROVEMENTS (NEW PRINCE CONSTRUCTION INC.)

R233-16 RESOLUTION AWARDING CONTRACT FOR INSTALLATION OF A WIRELESS WAN INFRASTRUCTURE PROJECT JERRY MORGAN PARK (NJ BUSINESS SYSTEMS INC)

R234-16 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO LEASE APPROXIMATELY 1,500 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE

R235-16 RESOLUTION STATE OF INTENT TO PROVIDE MATCHING FUNDS FOR MONMOUTH COUNTY HISTORIC PRESERVATION GRANT – ROSS ISLAND STONE HUT RESTORATION

R236-16 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SHARED SERVICES AGREEMENT FOR CONSTRUCTION DEPARTMENT SERVICES BETWEEN THE CITY OF LONG BRANCH AND THE BOROUGH OF WEST LONG BRANCH

R237-16 RESOLUTION AWARDING BID FOR TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE (REPUBLIC SERVICES D/B/A MARPAL)(REMOVED)

R238-16 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM ALLOWING THE CITY OF LONG BRANCH TO BECOME A MEMBER OF THE BUYBOARD COOPERATIVE PURCHASING PROGRAM

R239-16 RESOLUTION 2016 BUDGET APPROPRIATION TRANSFERS

R240-16 RESOLUTION TO REFUND OVERPAYMENT OF 2017 TAXES
(BLOCK 37 LOT 10)

R241-16 RESOLUTION TO REFUND OVERPAYMENT OF 2016 TAXES
(BLOCK 257 LOT 41)

R242-16 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 231-16

**RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS II
OFFICERS FOR THE CITY OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Law Enforcement Officers Class II:

Alex Heimbuch
Julian Morgan
Daniel Cunha
Brandon Winston
Daniel Remedios
Ivan Guzman
Robert Kelly
Mark Yutko
Lawrence Rozensvit
Kevin Cuje
Joseph Oneil
Karleigh Neidt
William Davies IV

BE IT FURTHER RESOLVED, that the effective date of the appointments are January 30, 2017.

MOVED: Sirvanni
Seconded: Pallone

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHWELZ, 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 11-16-16
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 14th DAY OF NOV, 2016
Kathy L. Schwelz
MUNICIPAL CLERK, R.R. 85



**CITY OF LONG BRANCH
POLICE DEPARTMENT
344 Broadway
Long Branch, New Jersey 07740
(732) 222-1000**

**TO: Kathy Schmelz
FROM: Joshua Bard
DATE: October 31, 2016
RE: Special Law Enforcement II Candidates**

We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following individuals be included in a Monmouth County Police Class II Academy Resolution. The academy begins January 30, 2017.

- 1. Alex Heimbuch**
- 2. Julian Morgan**
- 3. Daniel Cunha**
- 4. Brandon Winston**
- 5. Daniel Remedios**
- 6. Ivan Guzman**
- 7. Robert Kelly**
- 8. Mark Yutko**
- 9. Lawrence Rozensvit**
- 10. Kevin Cuje**
- 11. Joseph Oneil**
- 12. Karleigh Neidt**
- 13. William Davies IV**

Thank you for your anticipated cooperation. Please feel free to contact me at extension #1300 with any questions or concerns.

Respectfully submitted,

Lt. Joshua Bard

A handwritten signature in black ink, appearing to be "Joshua Bard", written over the printed name.

R# 200-16

**RESOLUTION AUTHORIZING CHANGE ORDER #1
TO CONTRACT FOR DALE STREET DRAINAGE
IMPROVEMENTS**

WHEREAS, City Council approved a contract to **NEW PRINCE CONSTRUCTION INC.** for **Dale Street Drainage Improvements**, for an amount not to exceed \$ 416,810.00; and

WHEREAS, during preliminary work by **NEW PRINCE CONSTRUCTION INC.**, it become apparent that the sanitary sewer lateral along Dale Street, needed to be adjusted from contract quantities to as built quantities; and

WHEREAS, the Engineer Leon S. Avakian and Director of Public Works, contacted **NEW PRINCE CONSTRUCTION INC.** the Contractor, and secured a proposal for the necessary sanitary sewer lateral issue work and recommends that it is in the City's best interest to issue a change order for said work; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Capital Budget, Improvements Appropriation # C-04-121-605 in the amount of **\$43,440.00**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves **Change Order #1** to the contract with **NEW PRINCE CONSTRUCTION INC.** in the amount of **\$43,440.00**, amending the total contract amount to a sum not to exceed **\$ 460,250.00**.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCARLE, 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 11-16-16
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 14th DAY OF Nov 2016
Kathy L. Scarle

**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:

IMPROVEMENTS TO DALE STREET DRAINAGE CHANGE ORDER # 1

Said contract being made as follows:

NEW PRINCE CONCRETE CONSTRUCTION \$43,440.00

Said funds being available in the form of:

#C-04-121-605, \$43,440.00



Michael Martin, Chief Financial Officer

10/25/16
Date

CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.1

Project: **DALE STREET DRAINAGE IMPROVEMENTS**

Project No: LB15-06

Owner: City of Long Branch

Date: 10/20/2016

Contractor: New Prince Concrete Construction Company, Inc.
215 Eileen Terrace
Hackensack, NJ 07601

Original Contract Amount:

Previously Adjusted Contract Amount :

Amount of this Supplemental Agreement : ...

Total Adjusted Contract Amount to Date:

\$416,810.00

\$416,810.00

\$43,440.00

\$460,250.00

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

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
SA1-1	Elliptical Pipe	1	LS	\$1,340.00	\$0.00	\$1,340.00
SA1-2	Install Bottom Slab in existing manhole	1	LS	\$1,500.00	\$0.00	\$1,500.00
SA1-3	Sanitary Sewer Lateral	50	lf	\$60.00	\$0.00	\$3,000.00
SA1-4	Demolish existing vault	1	ea	\$1,500.00	\$0.00	\$1,500.00
SA1-5	Relocate Sanitary Force Main @ Dale Street	1	LS	\$6,500.00	\$0.00	\$6,500.00
SA1-6	Storm Manhole 6' Dia.	1	LS	\$6,000.00	\$0.00	\$6,000.00
SA1-7	Inlet Type "B"	2	ea	\$3,800.00	\$0.00	\$7,600.00
SA1-8	Inlet Type "D"	2	ea	\$3,200.00	\$0.00	\$6,400.00
SA1-9	Sanitary Sewer Manhole 4'Dia.	1	ea	\$5,000.00	\$0.00	\$5,000.00
SA1-10	18" RCP	12	lf	\$100.00	\$0.00	\$1,200.00
SA1-11	15" RCP additional pipe	34	lf	\$100.00	\$0.00	\$3,400.00
Total Decrease per this Agreement					\$0.00	
Total Increase per this Agreement						\$43,440.00

Net Change in Contract Price due to this agreement

\$43,440.00

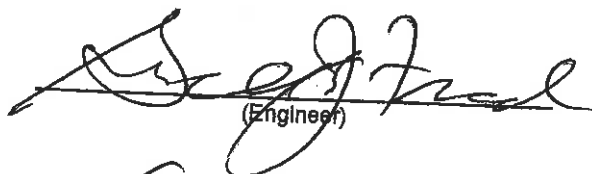
The sum of **\$43,440.00** is hereby added to the Total Contract Price and the total Adjusted contract Price to date is hereby equal to

\$43,440.00

\$460,250.00

Reason for Change: Additional work at the Cities' request

Recommended by:


(Engineer)

Date: 10/20/16

Accepted by:


(Contractor)

Date: 10/21/16

Approved by:

(City)

Date: _____

Prepared by Leon S. Avakian, Inc.

R# 233-16

**RESOLUTION AWARDING CONTRACT FOR INSTALLATION
OF A WIRELESS WAN INFRASTRUCTURE PROJECT
JERRY MORGAN PARK**

WHEREAS, the City of Long Branch has the need to contract for installation of communication and camera equipment in Jerry Morgan Park; and

WHEREAS, in accordance with NJSA 40A:11-12, the City may award a contract without publicly advertising for bids when purchasing under any contract entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, there exist a New Jersey State Contract for radio communication equipment and repair services categories, and it is the recommendation of Department of Public Safety and the Director Community Development, that the services offered by **NJ Business Systems Inc.** will meet the City's need to provide a superior, communication and camera equipment system; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this project installation from Item # H-02-042-305, in the amount of \$69,886.00; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **NJ Business Systems Inc.** for installation of communication and camera equipment in Jerry Morgan Park as detailed the proposal annexed hereto, in accordance with the terms and conditions of State Contract #A83899, for a sum not to exceed \$69,886.00.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, FRANK L. SCHLES, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY AND SUBSCRIBE
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-16-16
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 14th DAY OF NOV 2016
Frank L. Schles Municipal Clerk

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**CONTRACT TO PURCHASE COMMUNICATION CAMERA EQUIPMENT
JERRY MORGANPARK**

Said contract being made as follows:

NEW JERSEY BUSINESS SYSTEMS \$69,886.00

Said funds being available in the form of:

H-02-042-305 \$69,886.00



Michael Martin
Chief Financial Officer

10/26/16
Date



BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

The City of Long Branch: Long Branch PD Wireless WAN Infrastructure Project – Jerry Morgan Park

Scope of Work

At the request of the City of Long Branch (Police Department), NJBS & LTW have provided a proposal to install a new wireless WAN infrastructure in support of the Jerry Morgan Park Security Project. Includes engineering support for server storage upgrade.

Part #	Description	Qty.	Price	Extended
WALL-MOUNT-KIT	Wall Mount Kit #1	1	\$ 388.50	\$ 388.50
19inchRack*0	Ceragon 19" Rack	1	\$ 945.00	\$ 945.00
SF2/B/AC/2GE8UTP/POE4AM	8 Port Hardened Switch with 4 POE Ports	2	\$ 1,810.50	\$ 3,621.00
CONN-WP	Ceragon Connector Weatherproofing Kit	4	\$ 66.00	\$ 264.00
CT-INT-30CM	Cable ties for internal cabling (30cm)	1	\$ 92.00	\$ 92.00
CAT5E-OSP-SHIELDED	Outdoor Cat5E Cable, Shielded/ft	1000	\$ 1.08	\$ 1,080.00
CBL-COAX-6ft-01	Redline Cable Coax Jumper	2	\$ 165.75	\$ 331.50
AFS-DBG-05120-01	Redline Antenna Sectorial 4.9 GHz 15dBi 120 Deg.	2	\$ 1,440.75	\$ 2,881.50
RW-2049-1080	Radwin 2000 D 1080HP	3	\$ 3,600.00	\$ 10,800.00
RAS-SYS-IA-GPS4954-01	Redline RDL3000 XP RAS Elite Unit 4.9 GHz	2	\$ 5,395.50	\$ 10,791.00
3K-RM-MNT-04	Redline Mount Kit RAS-Elite Pole Mount	2	\$ 420.75	\$ 841.50
TECHNICIAN	Wireless Installation, Per Schedule "I"	170	\$ 130.00	\$ 22,100.00
ENGINEER	Wireless Engineering, Per Schedule "I"	105	\$ 150.00	\$ 15,750.00
TOTAL				\$ 69,886.00

New Jersey Business Systems

Date: 10/5/16

This Price Quotation Valid for 60 Days

New Jersey State Contract:

T-0109 Radio Communications & Equipment

Contract #83899

R# 234-16

**A RESOLUTION AUTHORIZING THE CITY OF LONG
BRANCH, DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT TO LEASE APPROXIMATELY 1,500
SQUARE FEET OF OFFICE SPACE FROM
THE GREATER LONG BRANCH CHAMBER OF COMMERCE**

WHEREAS, the Greater Long Branch Chamber of Commerce own premises located at 226 Broadway in the City of Long Branch ; and

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

WHEREAS, the Office of Economic and Community Development of the City of Long Branch has a need for the use of a 1,500 square feet of space which cannot be provided to the Office of Economic and Community Development in any current City owned property; and

WHEREAS, the Greater Long Branch Chamber of Commerce is agreeable to leasing 1,500 square feet on the second floor at 226 Broadway in the City of Long Branch for use by the Office of Economic and Community Development and pursuant to the lease agreement annexed hereto and made part hereof; and

WHEREAS, the monthly rent will be \$1,650.00 payable on the first day of each month with the first payment due January 1st, 2017 for a total amount of \$19,800.00 per year; and

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

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #H-02-041-554 in the amount of \$3,000.00 #H-02-042-554 in the amount of \$3,000.00 #G-16-044-402, in the amount of \$1,000.00, Appropriation Line Item #T-14-430-404, in the amount of \$12,800.00 for a grand total of \$19,800.00; and

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

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Nov. 10, 2016

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 14th DAY OF NOV 2016

Kathy L. Scheele
MUNICIPAL CLERK, E.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**AGREEMENT TO LEASE 1,500 SQUARE FEET OF OFFICE SPACE FROM
THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR OFFICE
OF ECONOMIC COMMUNITY DEVELOPMENT**

Said contract being made as follows:

GREATER LONG BRANCH CHAMBER OF COMMERCE \$19,800.00

Said funds being available in the form of:

**#H-02-041-554-\$3,000 #H-02-042-554-\$3,000 #G-16-044-402-\$1,000
#T-14-430-404-\$12,800 GRAND TOTAL=\$19,800**



Michael Martin, Chief Financial Officer

10/31/16

Date

LEASE AGREEMENT

This agreement is made on the 1st day of January, 2017,

Between **GREATER LONG BRANCH CHAMBER OF COMMERCE**

226 City of Long Branch,. County of Monmouth and State of New Jersey, herein designated as the "Landlord";

And **THE OFFICE OF ECONOMIC COMMUNITY DEVELOPMENT , CITY OF LONG BRANCH**

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

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

The office is located on the second floor with approximately 1500 square feet of space ;

for a term of one (1) year, beginning **January 1, 2017**

Upon the following Conditions and Covenants:

1. Payable \$1,650 per month, payable on the first day of each month with the first payment due on **January 1st, 2017**, for a total amount of \$19,800 per year. The tenant will also be responsible for electricity and maintenance of the office space.
2. Either party has the right to terminate this Lease on sixty (60) days written notice to the other. The Tenant shall not be responsible for any damages to the Landlord as a result of economic conditions or otherwise, as a result of the Tenant's cancellation of this lease.
3. The City of Long Branch shall install phone lines for all communications systems and will insure all equipment owned by the Tenant.
4. Workmen's Compensation will insure all City employees.
5. The Landlord will provide property liability insurance.
6. The Tenant has examined the premises and has entered into this lease without any representations on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use

thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.

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

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

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

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

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

**GREATER LONG BRANCH CHAMBER OF
COMMERCE**

By: _____
KATHY SCHMELZ, CLERK

By: _____
Chamber of Commerce (Date)

Mayor Adam Schneider

By: _____
Tenant (Date)

State of New Jersey, County of Monmouth SS:

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

Sworn to and subscribed before me
the date aforesaid:

R# 235-16

RESOLUTION STATE OF INTENT TO PROVIDE MATCHING FUNDS FOR MONMOUTH COUNTY HISTORIC PRESERVATION GRANT – ROSS ISLAND STONE HUT RESTORATION

WHEREAS, the Whale Pond Brook Watershed Association (WPBWA) is in the process of applying to the Monmouth County Historic Preservation Commission for funding under its 2016-17 Historic Preservation Grant Program; and

WHEREAS, the focus of this grant is to continue with the restoration of the 116 year-old stone hut located on Ross Island. This grant is to replace roof mortar and stones to preserve the integrity of the roof; and

WHEREAS, matching funds of 50% are required in order for the WPBWA to obtain grant funding of \$7,500 from the Monmouth County Historic Preservation Grant Program, of which half of the requisite match may be local; and

WHEREAS, the WPWA is requesting the City of Long Branch to support the Ross Island Stone Hut restoration project and provide the 50% matching funds of \$3,750; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Long Branch, Monmouth County, New Jersey, do hereby approve and authorize the funding of \$3,750 for said grant application.

MOVED: *Siranni*

SECONDED: *Pallone*

AYES: 5

NAYS: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THIS FORWARDED
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-10-16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14 DAY OF NOV 2016
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 236-16

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SHARED
SERVICES AGREEMENT FOR CONSTRUCTION DEPARTMENT
SERVICES BETWEEN THE CITY OF LONG BRANCH AND THE BOROUGH OF
WEST LONG BRANCH**

WHEREAS, the City of Long Branch and the Borough of West Long Branch are desirous of entering into a Shared Services Agreement; and

WHEREAS, Shared Services Agreement is governed by N.J.S.A. 40A:65-1 et seq; and

WHEREAS, a copy of the Shared Services Agreement is annexed hereto and made a part hereof; and

WHEREAS, the Shared Services Agreement complies with the requirements of N.J.S.A. 40A:65-1 et seq. as opined by the City Attorney for the City of Long Branch; and

WHEREAS, in order for the Shared Services Agreement to become effective, the Borough of West Long Branch must pass an Ordinance that requires all fees charged under the Shared Services Agreement be compatible with the present charges for licenses and fees for Shared Services in the City of Long Branch pursuant to its Ordinances; and

WHEREAS, the Borough of West Long Branch must also pass a Resolution similar to the Resolution herein authorizing the Mayor of the Borough of West Long Branch to execute said Agreement; and

WHEREAS, pursuant to recommendations by Kevin Hayes, Sr., Director of Building and Development and Fire Marshall of the City of Long Branch, the Shared Services Agreement would be beneficial to the residents of the City of Long Branch as additional revenue and fees would be collected pursuant to the Agreement that would be retained by the City of Long Branch; and

WHEREAS, the Borough of West Long Branch requests the Shared Services Agreement for the benefit of providing better services to the residents of the Borough of West Long Branch; and

WHEREAS, duration of this contract shall be for four (4) years commencing January 1, 2017 and expiring on December 31, 2020.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor of the City be and the same is authorized to execute the within Shared Services Agreement upon the following conditions: That the Mayor be satisfied by Kevin Hayes, Sr., Director of Building and Development; that the Borough of West Long Branch has executed the Shared Service Agreement and an appropriate Resolution has been passed and reviewed by the

City of Long Branch; that the Borough of West Long Branch has enacted an Ordinance that makes all fees for the services provided by the City of Long Branch similar to the fees currently charged by the City of Long Branch in its Ordinances for the services to be provided in the Shared Services Agreement.

MOVED: *Simone*

SECONDED: *Pallone*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KAREN L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-16-16
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 14th DAY OF Nov 20 16

[Signature]

**SHARED SERVICES AGREEMENT FOR CONSTRUCTION DEPARTMENT SERVICES
BETWEEN**

THE CITY OF LONG BRANCH AND THE BOROUGH OF WEST LONG BRANCH

This Shared Services Agreement, made the ____ day of _____, 2016
by and between:

The City of Long Branch, a municipal corporation located in the County of Monmouth, State of New Jersey with offices located at 344 Broadway, Long Branch, New Jersey, hereinafter referenced as the "Provider", and

The Borough of West Long Branch, a municipal corporation located in the County of Monmouth, State of New Jersey with offices located at 965 Broadway, West Long Branch, New Jersey 07764, hereinafter referenced as the "Recipient".

Article 1: Authority

The Provider and Recipient enter into this Shared Services Agreement for the purpose of providing Construction Department services in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

Article 2: Scope of Services

A. Services to be Performed.

The Provider shall furnish to the Recipient the services of licensed personnel in order to perform Construction Official and Code Enforcement duties pursuant to the New Jersey Uniform Construction Code Act within the Recipient's jurisdiction. The personnel to be provided shall include a Construction Official, Technical Assistant to the Construction Official, Building Subcode Official, Plumbing Subcode Official, Electrical Subcode Official, Fire Subcode Official and all necessary inspectors, who shall serve as the local enforcement agents of the Recipient pursuant to the New Jersey Uniform Construction Code Act.

Elevator Subcode responsibilities shall remain with the New Jersey Department of Community Affairs Elevator Safety Unit.

B. Designation as General Agent.

The Provider is hereby designated the agent for the Recipient for the provision of services under the New Jersey Uniform Construction Act.

C. Hours of Operation

The Provider shall provide the services to the Recipient on a full time basis. The services shall be performed out of the Municipal Offices of the Provider during the Provider's normal business hours which are currently 8:30 am to 4:30 pm, Monday through Friday excluding Holidays.

D. Fees.

In consideration for the services to be rendered, the Provider shall collect and receive all permit and penalty fees. The Recipient agrees to amend its ordinances to reflect the fee schedule outlined in the Provider's municipal ordinance. The Recipient's share of any construction fees may be waived if the applicant is a charitable or public service organization.

E. No Cost to Recipient.

The Recipient shall have no obligation to make any payment to the Provider.

F. Defense of Claims.

Provider shall defend and be responsible for the payment of any claims against the Building Department and shall hold harmless and indemnify the Recipient.

Article 3. Authority Over Personnel

A. Authority.

During the term of the Agreement, the Construction Official, Subcode Officials and all inspectors shall be considered employees of the City of Long Branch Department of Building and Development of the Provider.

B. Complaints.

Any complaints related to the services provided to the Recipient shall be forwarded to the Director of the department of Building and Development of the Provider.

Article 4. Maintenance of Records

All records relating to the services performed on behalf of the Recipient shall be maintained in the Municipal Offices of the Provider.

Article 5. Duration of Contract; Termination

A. Duration

The duration of this Agreement shall be for four (4) years, beginning January 1, 2017. Notwithstanding the foregoing, by Resolutions of Agreement by both parties, this agreement may be extended.

B. Termination

1. This Agreement may be terminated at any time upon mutual Agreement of the Parties; however, unless otherwise agreed to by the parties, such termination shall not become effective for a minimum of six (6) months following the adoption of Resolutions by both governing bodies authorizing the termination.

In Witness whereof, the parties hereto have executed this Agreement on the date written below:

Attest:

Borough of West Long Branch

Lori Cole, Borough Clerk

Janet Tucci, Mayor

Dated: _____

Attest:

City of Long Branch

Kathy L. Schmelz, City Clerk

Adam Schneider

Dated: _____

R# 238-16

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM ALLOWING THE CITY OF LONG BRANCH TO BECOME A MEMBER OF THE BUYBOARD COOPERATIVE PURCHASING PROGRAM

WHEREAS, the City of Long Branch continues its endeavors to bring cost saving measures in its purchasing practice; and

WHEREAS, the **BUYBOARD COOPERATIVE PURCHASING PROGRAM** has opened its cooperative pricing program to other municipalities and schools; and

WHEREAS, the City of Long Branch is desirous of becoming a member of the **BUYBOARD COOPERATIVE PURCHASING PROGRAM**, effective and, that such membership shall be for the period ending December 31, 2017, and each renewal, thereafter of the system, unless the City of Long Branch elects to formally withdraw from the system ; and

WHEREAS, no memberships fees are required for participation in the **BUYBOARD COOPERATIVE PURCHASING PROGRAM** and is beneficial to the City of Long Branch; now, therefore, be it;

RESOLVED, by the City Council of the City of Long Branch, the Mayor and City Clerk are hereby authorized to execute the attached agreement for such membership; be it;

FURTHER RESOLVED that a copy of this resolution and the executed agreement shall be filed in the office of the City Clerk.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-10-16

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 14th DAY OF Nov, 2016

Kathy L. Scheele
Municipal Clerk



**NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

BY _____ DATE: _____
MAYOR CITY OF LONG BRANCH

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Deputy Associate Executive Director, Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER: ONLINE AT BUYBOARD.COM VIA ELECTRONIC SIGNATURE

R# 239-16

RESOLUTION
2016 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 Chief Financial Officer 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.

PREPARED: Simanna
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-10-16
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 14th DAY OF Nov 2016
Kathy L. Schmeltz
Municipal Clerk

Account Name	Account Number	TO	FROM
Water	O/E 6-01-106-502	\$ 5,000.00	
Fire Hydrant Service	O/E 6-01-107-509	\$ 5,000.00	
Div of Streets	O/E 6-01-052-399	\$ 31,000.00	
Vehicle Purchase			
Municipal Garage	O/E 6-01-054-336	\$ 20,000.00	
Equipment Maintenance			
Div of Public Facilities	O/E 6-01-055-271	\$ 11,900.00	
Maint- Buildings other			
Beurea Of Recreation	S/W 6-01-083-118		\$ 9,400.00
Beach Manager	6-01-083-119		\$ 3,500.00
Head Ticket Attendant			
Building And Development	O/E 6-01-126-611		\$ 60,000.00
Misc O/E			
Demolition			
		<u>\$ 72,900.00</u>	<u>\$ 72,900.00</u>

R# 240-16
R#

**RESOLUTION TO REFUND
OVERPAYMENT OF
2017 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 2017 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 2017 taxes in the amount of \$6,554.07.

BLOCK	LOT	OWNER	AMOUNT
37	10	Pamela Dabah c/o Azzolini & Benedetti LLC 134 Columbia Turnpike Florham Park, NJ 07932	6,554.07

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHWILZ, 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 11-16-16

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIRMED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 14th DAY OF Nov, 2016

Kathy L. Schwilz
Municipal Clerk T.E.C.

R# 241-16

**RESOLUTION TO REFUND
OVERPAYMENT OF
2016 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 2016 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 2016 taxes in the amount of \$971.41.

BLOCK	LOT	OWNER	AMOUNT
257	41	Loredana Nadasan 20 Dudley Street Long Branch, NJ 07740	971.41

OFFERED: Simanni
SECOND: Palone
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 11-16-16

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, ON 11-16-16 246
Kathy L. Schemel
MUNICIPAL CLERK, E.E.C.

R# 242-16

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Simanni

SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true
copy of a resolution adopted by the City Council
at their Regular meeting held on

11-10-16

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 14th day of NOV, 2016

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of November 10, 2016. 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.

AC Moore	Supplies - Arts and Craft Class - Recreation	20.91	
Allstate	All Data Repair Subscription - DPW - 10/8/16 - 10/7/17	1,500.00	
Andrew Clay	Referee Assignor - Youth Soccer Games - Recreation	300.00	
Antheim Sports, LLC	Kwik Goal Premier Corner Flags - Recreation	331.83	
AT&T	Telephone - Central - Various Bills	899.76	
Atlantic Plumbing Supply Corp.	Plumbing Materials to Install Water Fountains - Beachfront	517.58	
B&H Photo	Printer - Senior Center	209.97	
Bailey's Test Strips & Thermometers, LLC	Miscellaneous Supplies - Health	235.00	
Barnabus Health Corp. Care	Rabies Booster Vaccine - M. Lograsso - Health	94.00	
Beyer Fleet	Auto Parts - Police	1,169.10	
Brother's Towing & Recovery	Towing Services - DPW	35.00	
Cablevision Lightpath	Dark Fiber Lease - October 2016	1,500.00	Pmt. #10
Card Jennings	Holiday Beach Badge Change Fund - Recreation	300.00	
Cincinnati Fan & Ventilator Co., Inc.	Cincinnati Fans for Pinsky Fountain - Parks	1,215.78	
City of Long Branch Clearing Account	To Reimburse Clearing Account	256,974.22	
City of Long Branch Clearing Account	To Reimburse Clearing Account	196,724.37	
City of Long Branch Clearing Account	To Reimburse Clearing Account	6,565.07	
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll Dated 10/21/16	916,247.98	
City of Long Branch Payroll Agency Account	Payroll Dated 10/21/16 - FICA/Medicare	879,916.58	
City of Long Branch Payroll Agency Account	DCRP Employer Match - October 2016	36,342.64	
Comcast Business	Internet Provider - Administration - October 2016	475.07	
Comcast Online	Internet Provider - Administration - October 2016	1,650.00	
Conte's Car Wash Inc	Car Washes - Various Departments - September 2016	11.97	
Crabtree Custom Lettering Inc.	Lettering - Vehicles - Police	618.75	
D.W. Smith	Professional Services - Manahasset Creek Park Improvements - September 2016	3,465.00	
Emelle Golba & Associates	Stenographer - Planning Board - 3/15, 6/21 & 9/20/16	1,050.00	Pmt. #9
Emelle Golba & Associates	Stenographer - Zoning Board - 7/11 & 9/26/16	540.00	Pmt. #2
Emma Kawut	Reimbursement - E-mail Elasts - Administration - September 2016	270.00	Pmt. #2
Francesco, Bateman & Coley	Professional Services - Tax Appeals - August 2016	15.00	
Franklin Donuts	Coffee & Donuts - GPHP Meeting - Health	2,661.12	Pmt. #2
Frederick Automotive Supply	Vehicle Parts & Supplies - Sanitation	31.97	
Frederick Fare	Food for October Events - Senior Affairs	122.92	
Frederick Safety Services Ltd	Chassis Service - Fire	758.04	
Frederick Type Business Machines	Eticketing Plus - Police - July - September 2016	1,225.00	
Frederick Long Branch Chamber of Commerce	Electrical Service - Community Development - 1/6/16 - 8/30/16	12,671.40	
Frederick	Attendance Calendar - DPW	1,445.08	
Frederick Printing	Business Cards - T. Somers - Fire	114.99	
Frederick Central Power & Light	Electric - Various Departments - Bill Dated 8/3 - 10/3/16	71.00	
Frederick Central Power & Light	Removal of Lights, Poles & Arms - Brighton Ave Streetscape	60,399.55	
Frederick Shore Marine Group LLC	Shrink Wrap - Street Const. & Maint.	8,856.90	
Frederick Conetto	Refund of Building Permit Application - Reso. 218-16	6,380.00	
		960.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Josefa Rodriguez	Refund of Tax Overpayment - Reso. 224-16	247.45	
JFC Enterprises, Inc.	Janitorial Supplies - Public Facilities	500.50	
Kepvel Water	Cooler Rental - Administration - September 2016	10.00	
Kevin Stont	Honorarium - Fire Chief	1,500.00	
Kimbell Midwest	Coupler & Meter - DPW	99.90	
Konica Minolta	Copier Agreement - 3rd Qtr. 2016	907.50	Pmt. #3
Long Branch Board of Education	Shared Fiber Ring Services Agreement - Administration - 7/1/15 - 6/30/16	44,000.00	
Long Branch Chamber of Commerce	2016 Membership Dues - K. Cleri - Cable Commission - 7/1/16 - 6/30/17	150.00	
Long Branch Public Library	Release Contributions	113,973.69	
Lynn Card Company	Printed Forms and Materials - Police	76.70	
Mazza & Sons Inc.	Recycle - Tires - September 2016	410.00	
Meadowlands Transportation	Year Round Shuttle Service - UEZ - September 2016	10,668.00	Pmt. #12-13
Michael A. Irene, Jr. Esq.	Legal Services - Zoning Board - August 2016	465.00	Pmt. #8
Michael A. Irene, Jr. Esq.	Reflector - Zoning Board - August 2016	500.00	Pmt. #8
Monmouth County Treasurer	Communication Shared Services - Monmouth County 911	111,901.90	
Monmouth University	TV Studio Rental - Cable Commission - 10/17/16	750.00	
New Jersey American Water Co.	Water - Various Departments - Bills Dated 9/9 - 10/10/16	190.00	
New Jersey Natural Gas	Gas - Various Departments - Bills Dated 9/9 - 10/13/16	1,967.89	
Norwood Auto Parts	Bubble Wrap for Parking Meters - Traffic	89.18	
Oceanside Service Inc.	Diagnostic - A/C - Police	260.00	
Office Concepts Group	Janitorial Supplies - Public Facilities	55.50	
Party Fair	Supplies for Halloween Party - Senior Affairs - 10/28/16	193.90	
Powerhouse Signworks	Printed Forms and Materials - Health	250.00	
Red the Uniform Tailor	BDU Pants - S. Yoo - Police	55.50	
3JK Media	Studio Directing & Editing Services - Cable Commission	500.00	
Ronald Guidetti	Honorarium - Fire Chief	3,000.00	
RR Donnelley	Printed Forms & Materials - Health	588.00	
S&S Worldwide	Equipment & Supplies - Recreation	448.80	
Saker Shoprites, Inc.	Food for Intergenerational Program - Senior Affairs - 9/29/16	175.02	
Seaboard Welding Supply Inc.	Propane - DPW	68.00	
Ship's Sports	Youth Soccer Supplies - Recreation	211.00	
Ivan Dzuba	Reimbursement - Cell Phone Case	53.49	
Navola Asphalt Company, Inc.	Asphalt - Street Const. & Maint.	105.08	
N&M Associates	Professional Services - Remedial Investigation of Groundwater - Municipal Building - October 2016	9,641.70	Pmt. #2
N.M. Fitzgerald & Associates	Professional Services - Remedial Investigation of Groundwater - DPW - October 2016	2,144.44	Pmt. #2
he Torch Relay for CMN Hospitals	20 Gallon Recycling Cans - Monmouth County Recycling Stimulus Award	5,134.50	
on Cheseb	Refund of Special Events Fee - Reso. 217-16	630.00	
reasure, County of Monmouth	Marketing Coordinator - Art in the Park - Arts Council	500.00	
reasure, State of NJ	Dumping Fees - Recycling - September 2016	85,064.52	
uzzio's	Pesticide Licensing - F. Ravaschiere - Parks	80.00	
erizon	Sub Platters for Prevention Coalition of Monmouth County Meeting - 10/12/16	160.00	
oss Signs	Telephone - Various Departments - Bills Dated 10/1, 10/5 & 10/11/16	5,944.36	
/B. Mason Co., Inc.	Handicap Parking Stock - City Clerk	77.50	
est Marine	Office Supplies - Various Departments	511.15	
William Bahamonde	Tools, Equipment & Clothing - Various Departments	339.96	
Indstream	Reimbursement - 1 and 1 Hosting Service	51.78	
-Pers	Telephone - Central - Bill Dated 10/4/16	2,177.53	
	Sterilized Polo Rags - DPW	218.00	

TOTAL CURRENT

2,311,940.99

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Candoris Technologies, LLC
City of Long Branch Clearing Account

TOTAL CAPITAL

City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Corte's Car Wash Inc
Monmouth County SPCA

TOTAL ANIMAL CONTROL

Amsterdam Printing & Litho Co.
City of Long Branch Clearing Account
City of Long Branch Clearing Account
Game Time
New Jersey Natural Gas
Thor Construction Group LLC
W.B. Mason

TOTAL HUD

City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Jila Group LLC
Kreenbaum, Rowe, Smith & Davis
Kreenbaum, Rowe, Smith & Davis
ATAG Cust FIG Cap Inv NJ13 LLC
Yystone Capital Assets, LLC
ISB Cust PC6 Sterling National
Vantage Point Real Estate Development Mgmt., LLC

TOTAL TRUST OTHER

* DENOTES PREPAY

Information Technology Equipment & Computer Infrastructure
To Reimburse Clearing Account

To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 10/21/16
Payroll Dated 10/21/16
Payroll Dated 10/21/16 - FICA/Medicare
Car Wash - Animal Control - September 2016
Animal Shelter Services - September 2016

Calendars for League of Municipalities Convention - Community Development
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
Swing Parts - Branchport Park & Van Court Park - Community Development
Gas - Community Development - Bills Dated 9/9 - 10/12/16
Remove Fence Slats at Westwood Ave. Side Cherry Street Park - Community Development
Office Supplies - Community Development

To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 10/21/16
Payroll Dated 10/21/16
Payroll Dated 10/21/16 - FICA/Medicare
Tax Sale Premium
Professional Services - Bluffs Development - July - August 2016
Professional Services - Pier Village Phase III - July - August 2016
Tax Sale Premium
Tax Sale Premium
Tax Sale Premium
Professional Services - Bluffs Development - September 2016

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

52,387.96
102,384.89

154,772.85

* 2,649.88
* 6,379.87
* 5,933.32
* 435.31
6.25
3,450.00 Pmt. #9

18,854.63

* 1,770.00
* 17,997.97
* 30.62
* 3,164.24
* 30.62
* 400.00
39.96

23,433.41

* 24,751.07
* 42,100.80
* 23,711.25
* 29,654.04
* 29,132.45
* 521.59
* 17,100.00
* 4,387.50
* 15,482.50
* 23,000.00
* 2,000.00
* 600.00
* 3,241.25

219,681.65