

**RESOLUTIONS ADOPTED BY CITY COUNCIL SEPTEMBER 27, 2016**

**R200-16** RESOLUTION EXTENDING REDEVELOPER DESIGNATION OF PIER VILLAGE III URBAN RENEWAL COMPANY, LLC AS REDEVELOPER FOR PIER VILLAGE PHASE 3, SUBJECT TO EXECUTION OF A REDEVELOPMENT AGREEMENT

**R201-16** RESOLUTION PLACE-TO-PLACE EXPANSION OF PREMISE FOR WEST END ENTERPRISES INC. T/A THE BRIGHTON BAR

**R202-16** RESOLUTION REFUND OF OVERPAYMENT OF SPECIAL EVENTS FEE

**R203-16** RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO ACCEPT THE ATTACHED AGREEMENT FOR THE UEZ YEAR-ROUND SHUTTLE SERVICE FOR FY 2016 & 2017

**R204-16** RESOLUTION ACCEPTING AMENDED AND RESTATED DEED NOTICE

**R205-16** RESOLUTION TO REFUND OVERPAYMENT OF 2016 TAXES (BLOCK 87 LOT 4.0209)

**R206-16** RESOLUTION REFERRING PROPOSED AMENDMENTS TO CERTAIN SECTIONS OF THE REDEVELOPMENT ORDINANCE CONCERNING PROCEDURES FOR REDEVELOPER SUBMISSION REQUIREMENTS AND POLICIES ON TAX EXEMPTIONS AND REDEVELOPER OFF-SITE/OFF-TRACT CONTRIBUTIONS (**REMOVED**)

**R207-16** RESOLUTION AWARDING BID CONTRACT FOR BRIGHTON AVENUE ROAD CONSTRUCTION (P & A CONSTRUCTION)

**R208-16** RESOLUTION AWARDING CONTRACT FOR LEASE/PURCHASE OF (1) ONE 2017 FORD INTERCEPTOR UTILITY SUV FOR THE FIRE BUREAU (BEYER FORD)

**R209-16** RESOLUTION APPROVAL PAYMENT OF BILLS

**R210-16** RESOLUTION APPOINTING JAMES BUTLER, ESQUIRE AS MUNICIPAL PROSECUTOR, PATRICK D HEALY, ESQUIRE AS ALTERNATE PROSECUTOR AND RICHARD KIEL, ESQUIRE AS PUBLIC DEFENDER FOR THE CITY OF LONG BRANCH, NUNC PRO TUNC

**RESOLUTION EXTENDING REDEVELOPER DESIGNATION OF PIER  
VILLAGE III URBAN RENEWAL COMPANY, LLC AS REDEVELOPER  
FOR PIER VILLAGE PHASE 3, SUBJECT TO EXECUTION OF A  
REDEVELOPMENT AGREEMENT.**

**WHEREAS**, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

**WHEREAS**, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

**WHEREAS**, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

**WHEREAS**, the City designated that certain area bordered by Ocean Avenue, Ocean Boulevard, Laird Avenue and Morris Avenue, known as the "Pier Village Sector" of the Oceanfront-Broadway Redevelopment Area, as an area in need of redevelopment pursuant to the Act (the "Redevelopment Area"); and

**WHEREAS**, on May 14, 1996, the City adopted a redevelopment plan for the Redevelopment Area (the "Redevelopment Plan"); and

**WHEREAS**, the City has previously designated various development entities formed under the umbrella of the Applied Development Company (the "Original Redeveloper") and, pursuant to a redevelopment agreement and various subsequent amendments thereto (the "Original Redevelopment Agreements"), the Original Redeveloper developed Phase I and Phase II of the Pier Village Sector Redevelopment Area;

**WHEREAS**, while Phase I and Phase II were largely constructed by the Original Redeveloper and made available for use, Phase I and Phase II remain incomplete as there remains an outstanding obligation for the construction of public parking spaces and, accordingly, no Certificate of Completion has been issued for Phase I or Phase II; and

**WHEREAS**, the Original Redeveloper intended to develop a third phase of the Pier Village Sector, which was to be undertaken on a portion of the Redevelopment Area designated, or to be designated as Block 222, Lots 1.01, 1.02 and 1.03, Block 222.01, Lots 1 and 2, Block 287, Lots 22.03, 23, 24, 25, 26 and 27, Block 287.01, Lot 22.04, and Block 288, Lot 1 (collectively, the "Phase III Property"), and was to include (a) the construction of (1) approximately 60 condominium units on Block 222, Lot 1.01 ("Phase IIIA Residential Component"), (2) an approximately 59,810 square foot hotel (including 11,861 net leasable square feet of retail space) supporting approximately 68 rooms on Block 222.01, Lot 1, (3) approximately 27,905 net leasable square feet of retail space on Block 222, Lot 1.01 and (4) a 42' diameter carousel on Block 222.01, Lot 2 ("Phase IIIA"), and (b) (1) the construction of (i) approximately 240 condominium units on Block 222, Lot 1.02, (ii) approximately 21,360 net

leasable square feet of retail space on Block 222, Lot 1.02 and (iii) a parking structure containing 286 self-park parking spaces with a capacity for at least 600 valet-parked and/or stacker parking spaces and (2) the acquisition and improvement of the property designated as Block 287, Lots 22.03, 23, 24, 25, 26 and 27, Block 287.01, Lot 22.04, and Block 288, Lot 1, and the use thereof for public parking purposes ("Phase IIIB") (Phase IIIA and Phase IIIB referred to collectively as the "Phase III Project" and Phase I, Phase II and Phase III referred to collectively herein as the "Pier Village Project"); and

**WHEREAS**, the Original Redeveloper represented and demonstrated to the City that certain financial assistance was necessary in order for the Phase III Project to be undertaken in its intended scope; and

**WHEREAS**, on November 14, 2012, the City and the Phase III Redeveloper executed an agreement entitled "Fourth Amendment to Redevelopment Agreement and Project Financing Agreement" (the "Fourth Amendment Redevelopment Agreement") (referred to herein collectively with the Original Redevelopment Agreements as the "Redevelopment Rights"); and

**WHEREAS**, the Phase III Project has yet to be constructed; and

**WHEREAS**, the Original Redeveloper requested the City's approval of the assignment of the Redevelopment Rights to Pier Village I Urban Renewal Company, LLC, Pier Village II Urban Renewal Company, LLC and Pier Village III Urban Renewal Company, LLC and affiliated entities (collectively the "Successor Redeveloper"), in connection with the sale of the property comprising all of the Pier Village property in Phase I, Phase II and Phase III (the "Assignment"); and

**WHEREAS**, the Original Redeveloper and Successor Redeveloper requested the City's approval for the conveyance of the Phase I and Phase II properties in advance of the Successor Redeveloper acquiring the Phase III Property and the Redevelopment Rights, due to time constraints relating to the deal between the parties for the sale of the properties; and

**WHEREAS**, because the Pier Village Project remains incomplete and, specifically, there are outstanding parking obligations from Phase I and Phase II which have not been met by the Original Redeveloper but which have been deferred to the Phase III Project, the City required certain assurances and the imposition of certain conditions upon its approval to assure that either the Original Redeveloper or the Successor Redeveloper would complete the outstanding Phase I and Phase II parking obligations; and

**WHEREAS**, the City has deemed the Successor Redeveloper to be qualified to own and operate and complete construction of the Pier Village Project; and

**WHEREAS**, the City made substantial good-faith efforts to accommodate the request of the parties to act expeditiously to meet the parties' time constraints and the City required certain conditions and contingencies to protect the City's interests while accommodating the parties' request, which conditions and contingencies were reasonable and fair; and

**WHEREAS**, on October 8, 2014, the City conditionally-approved the assignment of the Redevelopments Rights from the Original Redeveloper to the Successor Redeveloper, in order to facilitate the sale of the Phase I Property and Phase II Property, via Resolution R241-14 (the "Assignment Approval Resolution"), subject to the conditions and contingencies set forth in the Assignment Approval Resolution and further detailed in the Memorandum of Understanding (the "MOU") attached to and incorporated in the Assignment Approval Resolution; and

**WHEREAS**, the parties successfully met the pre-conditions for the sale of the Phase I Property and Phase II Property to Successor Redeveloper, specifically, among other things, the Original Redeveloper and Successor Redeveloper executed the Declaration attached as Exhibit B to the MOU and the Successor Redeveloper posted an escrow of \$3,500,000 with the City to assure adequate funds for the completion of the outstanding parking obligations of Phase I and Phase II; and

**WHEREAS**, the Original Redeveloper proceeded to convey the Phase I and Phase II Properties to the Successor Redeveloper and to assign its redevelopment rights for Phase I and Phase II to the Successor Redeveloper; and

**WHEREAS**, Successor Redeveloper is not entitled to a certificate of completion for the Phase I or Phase II Properties until the completion of Phase III; and

**WHEREAS**, the City's approval of the assignment of the Redevelopment Rights for the Phase III Project and the conveyance of the Phase III Property remained subject to the Successor Redeveloper satisfying all of the following conditions:

(a) the City's review and approval of the Successor Redeveloper's revised Project plans;

(b) the Successor Redeveloper providing a detailed pro forma and 100% design drawings for the Phase III Project sufficient for the City to evaluate and confirm that the Redevelopment Area Bonds ("RAB") that the City has agreed to issue in connection with the Phase III Project remain necessary and justified based upon the Successor Redeveloper's demonstrated commitment to build the Phase III Project to an equal or higher standard of quality as currently approved, to provide all of the RAB public elements to such high level of quality and for the City to evaluate and confirm that the anticipated revenues from the completed Project remain sufficient to fund the RAB;

(c) adequate assurances that the Successor Redeveloper will finance and complete the Phase III Project in an expeditious manner, including an acceptable revised project schedule and Payment Guaranty and Completion Guaranty, as set forth more specifically in the MOU;

(d) execution of an amendment to the Fourth Amended Redevelopment Agreement, including and incorporating all of the material terms set forth in the MOU, which amended redevelopment agreement shall be subject to approval by separate resolution of the Council; and

(e) closing title for acquisition of the Phase III Property; and

**WHEREAS**, the Redevelopment Committee has been working diligently and collaboratively with the Successor Redeveloper on revisions and amendments to the Phase III Project design; and

**WHEREAS**, the City has had the opportunity to see graphic and visual representations of the Successor Redeveloper's proposed revisions and amendments to the Phase III Project design; and

**WHEREAS**, on February 9, 2016, after the Successor Redeveloper made a public presentation of its proposed Phase III Project plans (the "Amended Phase III Project"), the City adopted a resolution conditionally-approving the Amended Phase III Project (the "Design Resolution"), subject to the Successor Redeveloper meeting certain conditions and requirements forth in the Design Resolution; and

**WHEREAS**, there has been substantial progress in the advancement of the Amended Phase III Project and Successor Redeveloper has worked diligently with the City to complete the conditions set forth in the Design Resolution; and

**WHEREAS**, the Original Redeveloper has assigned all of its rights and interests to the Phase III Property and the Phase III Project; and

**WHEREAS**, in order to acknowledge the parties' expectations and respective commitments to continue to work diligently to advance the Amended Phase III Project, and to assist the Successor Redeveloper in connection with arranging for financing, with the goal toward full approvals to proceed with construction of the Project in 2016, by Resolution 65-16, adopted March 22, 2016, with the Assignment Approval Resolution and the MOU attached thereto and incorporated therein as Exhibit 1 (the "Designation Resolution"), the City designated the Successor Redeveloper as the sole and exclusive redeveloper for the Pier Village Project, inclusive of the Phase III Project, subject to the Successor Redeveloper meeting various conditions outlined in the Designation Resolution by June 28, 2016; and

**WHEREAS**, the Designation Resolution was extended to remain effective through September 27, 2016, via adoption of Resolution No. 125-16, adopted June 28, 2016; and

**WHEREAS**, although the Successor Redeveloper has proceeded with diligence to advance the Amended Phase III Project it has not met all of the conditions and the City wishes to extend the Successor Redeveloper's designation to continue to advance the Amended Phase III Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Pier Village III Urban Renewal Company, LLC's designation as redeveloper for the Phase III Project, pursuant to Resolution Nos. 65-16 and 125-16, is hereby extended to January

24, 2017, subject to compliance with various conditions outlined in the Designation Resolution, which designation shall be subject to timely and/or continued compliance with the following:

1. Final confirmation from the City Design Review Committee ("DRC") that the Amended Phase III Project fully complies with the Redevelopment Plan and applicable Design Guidelines;
2. Pier Village III Urban Renewal Company, LLC's satisfactory completion of all conditions and requirements of the Design Resolution, including the conditions of the Assignment Approval Resolution and the MOU;
3. City approval the proposed amendments to the RAB; and
4. Execution of an amended redevelopment agreement.

**BE IT FURTHER RESOLVED**, if Pier Village III Urban Renewal Company, LLC does not comply with and/or complete the above conditions and the parties are unable to execute an amended redeveloper agreement addressing all of the above items and conditions on or before January 24, 2017, this redeveloper designation shall expire, unless the City determines, in its reasonable discretion, to further extend such designation.

OFFERED: Sirrianni  
SECOND: Pallone  
AYES: 4  
NAYES: 0  
ABSENT: 1 - Celi  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCARLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-27-16  
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 10 MAY 2016  
Kathy L. Scarlz  
MUNICIPAL CLERK, R.M.C.

R 201-16

**RESOLUTION PLACE-TO-PLACE EXPANSION OF PREMISE FOR  
WEST END ENTERPRISES INC. T/A THE BRIGHTON BAR**

**WHEREAS**, an application has been filed for a place-to-place transfer, expansion of premise of plenary retail consumption license #1325-33-026-005, 121 Brighton Avenue, Long Branch, NJ 07740 for the purpose of expanding the premises under license wherein the sale, service and storage of alcoholic beverages; and

**WHEREAS**, the submitted application form is complete in all respects, the transfer fees have been paid and the license has been properly renewed for the current license term.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch does hereby approve, effective September 27, 2016 the expansion of the aforesaid Plenary Retail Consumption license #1325-33-026-005, licensed premises located at 121 Brighton Avenue, Long Branch, NJ 07740 to place under license that are delineated in the application form and the sketch of the licensed premises attached hereto.

MOVED: Siricanni  
SECONDED: Pallone

AYES: 4

NAYS: 0

ABSENT: 1 - Celle

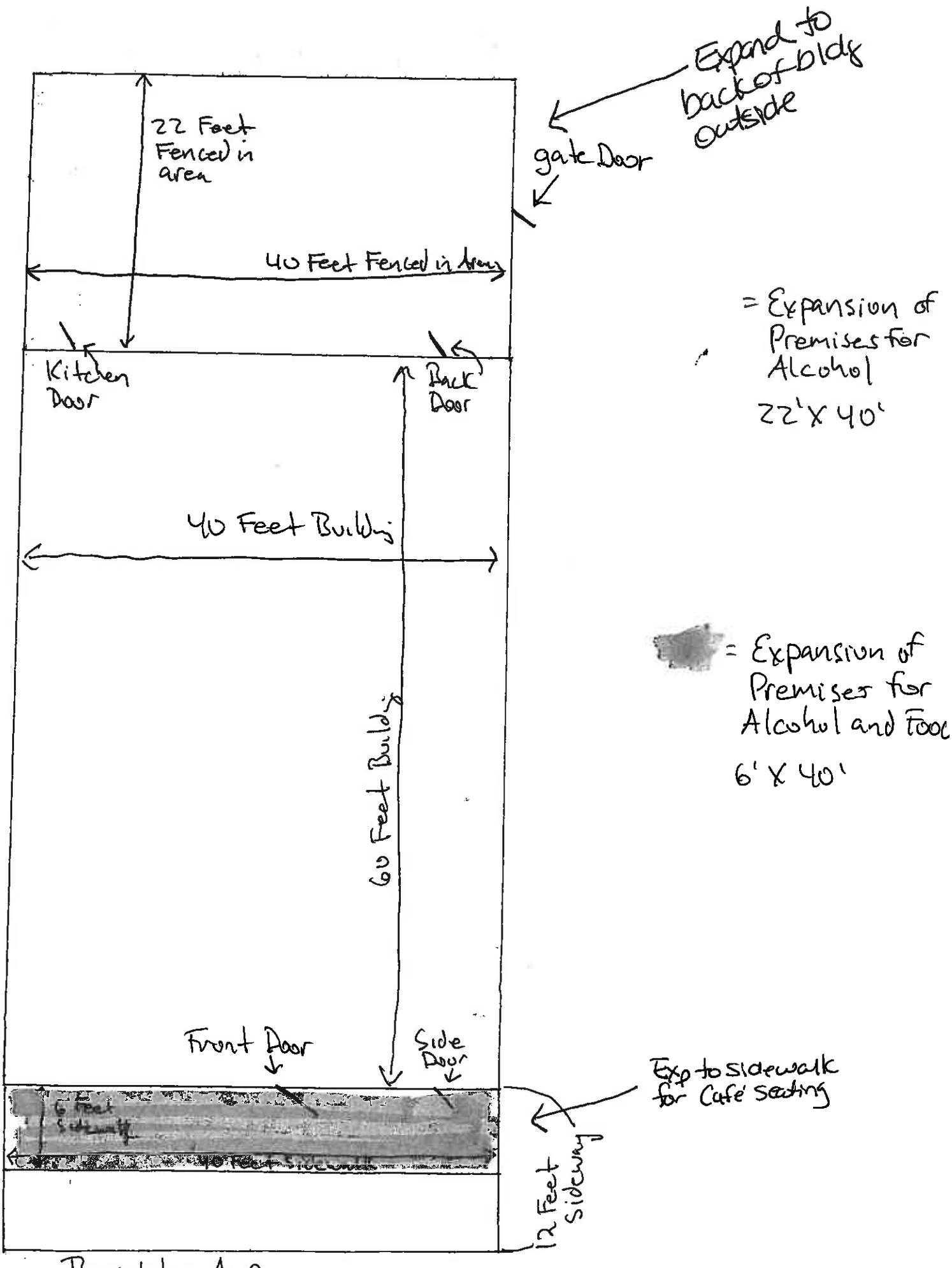
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, ERIN L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-29-16

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 29 DAY OF Sept 2016

*Erin L. Schmelz*  
MUNICIPAL CLERK, L.B.



R# 202-16

**RESOLUTION  
REFUND OF OVERPAYMENT OF SPECIAL EVENTS FEE**

WHEREAS, CJ Foundation for SIDS paid to the City of Long Branch an overpayment amount of \$50.00 for the above referenced fee, and,

WHEREAS, CJ Foundation for SIDS has requested a refund of said overpayment of fee; and

WHEREAS, the Recreation Department recommends the refund of said overpayment.

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 amount of \$50.00 to:

CJ Foundation for SIDS  
90 Prospect Avenue  
Hackensack, NJ 07601

OFFERED: Sirianni  
SECOND: Pattone  
AYES: 4  
NAYES: 0  
ABSENT: I-Celli  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 1-27-16

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 28 DAY OF JANUARY, 2016

  
KATHY L. SCHMID, M.C.

R# 203-16

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL  
TO ACCEPT THE ATTACHED AGREEMENT FOR THE UEZ YEAR-ROUND SHUTTLE SERVICE FOR FY 2016 &  
2017

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch Enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now being maintained by the Finance Department of the City of Long Branch with oversight by the Treasury Department of the State of New Jersey; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$58,000 of the Urban Enterprise Zone Assistance Fund for Year-Round Shuttle Service certified in account number, T-14-100-162 and explained in the attached Agreement; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone funds under the provisions of the Urban Enterprise Zone Act Public 1993, Chapter 367, and there is sufficient funding available to cover the cost of the proposal; and

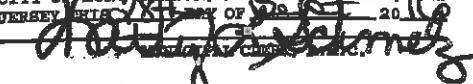
WHEREAS, the Year-Round Shuttle Service Program component is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from October 1, 2016 through September 30, 2017; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$58,000 of UEZ matching funds are used for the purpose of addressing the Year-Round Shuttle Service costs and expenditures of the City of Long Branch UEZ Program as indicated in the attached Agreement.

OFFERED: Sirrianni  
SECOND: Pallone  
AYES: 4  
NAYES: 0  
ABSENT: I-Celli  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-21-16  
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 21ST DAY OF SEPTEMBER, 2016  


SHUTTLE SERVICES AGREEMENT BETWEEN  
THE COUNCIL OF  
CITY OF LONG BRANCH  
AND  
MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION  
D/B/A MEADOWLINK

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2016, and effective when executed by all parties (the "Effective Date"), between the Council of City of Long Branch, (hereinafter "LONG BRANCH"), with its municipal building located at 344 Broadway, Long Branch, New Jersey 07740, and Meadowlands Transportation Brokerage Corporation D/B/A MEADOWLINK (hereinafter "MEADOWLINK") a New Jersey non-profit corporation, having its principal place of business at 144 Park Place East, Wood-Ridge, New Jersey 07075, (collectively hereafter, the "Parties").

WHEREAS, following the approval of its proposal by NJ TRANSIT and the Federal Transit Administration (FTA), MEADOWLINK received a federal grant under the Congestion Mitigation and Air Quality Improvement Program, which covers 75% of the operational cost of a shuttle connecting the NJ TRANSIT train station at Long Branch with Monmouth University and other businesses in Long Branch; and

WHEREAS, LONG BRANCH has participated in this grant for three years and is desirous of continuing with the shuttle service for another year; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and sufficient consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Shuttle Service.

(a) MEADOWLINK agrees to provide a shuttle service connecting the Long Branch Train station with various locations in Long Branch City, per the route set forth on Exhibit-

A and the schedule set forth on Exhibit-B, which are attached hereto and made a part hereof. The route and shuttle stops have been selected by LONG BRANCH in coordination with MEADOWLINK. This route may be modified from time to time as mutually agreed upon by all parties. The list of holidays when shuttle service will not be provided is set forth on Exhibit-C, which is attached hereto and made a part hereof.

(b) The shuttle will run 5-days a week (M – F) until Memorial Day weekend in May' 2016, when it will start running all seven (7) days a week until Labor Day weekend in September' 2017. It will revert back to running 5-days a week after Labor Day weekend.

(c) The shuttle service shall be provided using one (1) 20-passenger mini-bus equipped with wheelchair lift. In the event of any breakdown, a replacement vehicle will be provided within 24 hours.

(d) MEADOWLINK will provide comprehensive general liability insurance and automobile liability insurance coverage in the amount of Five Million (\$5,000,000.00) Dollars.

(e) MEADOWLINK will ensure that (i) the minibus shall be validly licensed, registered and inspected, properly maintained, air-conditioned, and in good condition and repair and (ii) all drivers shall be duly licensed and insured and shall have produced documentation evidencing that such drivers have tested negative for any controlled substance ingestion.

(f) It is agreed that LONG BRANCH will coordinate with its Police Department to ensure that all stops requested by LONG BRANCH are reviewed and approved for safety and any legal requirements. Further, LONG BRANCH will be responsible for appropriately marking or placing the shuttle stop signs at all stops.

## **2. Cost and Fares.**

(a) LONG BRANCH, will pay to MEADOWLINK a total price not to exceed \$55,500 (Fifty Five Thousand Five Hundred Dollars) for the year. For eight (8) hours of shuttle service each day from Monday to Friday, LONG BRANCH will pay \$3,500 (Three Thousand Five Hundred Dollars) per month. The additional cost for weekend and holiday service will be charged per details noted below.

(b) LONG BRANCH may request changes in the route and schedule, which MEADOWLINK will accommodate as soon as feasible so long as the total hours of service

in a day do not exceed eight (8) hours during the week (M – F). With at least five (5) business days advance notice, LONG BRANCH may request service beyond the schedule included at Exhibit "A," which will be billed as under:

- i. Shuttle service during the week (M – F) will be provided at a cost of \$12.25 (Twelve Dollars and Twenty Five Cents) per hour and will be billed in increments of 15 (fifteen) minutes.
- ii. Shuttle service during the weekends or holidays will be provided at a cost of \$28 (Twenty Eight Dollars) per hour and will be billed for a minimum of 4 (four) hours followed by 15 (fifteen) minutes increments thereafter.
- iii. Extra service is not assured and will be provided subject to availability of resources, and prior approval from NJ TRANSIT.

(c) MEADOWLINK will collect a fare of one dollar (\$1.00) per person per ride. There is no discount for seniors; children under 10 ride free when accompanying fare paying adults.

(d) For the services rendered in any calendar month, MEADOWLINK will submit its invoice(s) to LONG BRANCH by the 5<sup>th</sup> business day of the following month. Unless disputed in writing within 15 calendar days from the date of invoice(s), the invoiced amounts shall be paid to MEADOWLINK within 30 days of receipt.

### **3. Term.**

(a) The term of this Agreement shall commence on the Effective Date and will continue in effect through September 30, 2017, unless extended by mutual agreement in writing.

(b) The Agreement may be terminated by either Party pursuant to thirty (30) calendar days written notice being provided prior to the noticed termination date and in accordance with other provisions of this Agreement.

(c) Additionally, in the event of a Default (Clause 4), the non-defaulting party may terminate this Agreement by written notice and all rights hereunder shall cease, but without prejudice to any claim by any party against the other arising prior to the effective date of

termination. Termination pursuant to this sub-clause (c) shall be effective upon the date of receipt of such notice or the date specified therein, whichever is later.

**4. Default.**

The occurrence of one or more of the following shall be deemed a Default under this Agreement and just cause for termination of this Agreement by the non-defaulting party:

- (a) Failure to Perform. A material breach of any term, covenant or agreement herein which continues un-remedied or uncorrected for a period of fifteen (15) calendar days, after written notice of default and demand for the cure of such default, from the non-defaulting party; or
- (b) Creditors – Bankruptcy. If a party makes an assignment for the benefit of other creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of any substantial part of its property, or (save for the purpose of reorganization or amalgamation without insolvency) commences any proceeding relating to itself under any reorganization, arrangement, readjustment or debt, dissolution or liquidation under law or statute of any jurisdiction, whether now or hereafter in effect, or if it by any act indicates consent to, approval of, or acquiescence in, the appointment of any receiver or any trustee for it, or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (30) calendar days; or
- (c) Cessation of Business. If a party ceases its business or operations covered under this Agreement or its legal existence.

**5. Force Majeure.**

The Parties shall not be liable for loss or delays or failure in performance of any part of this Agreement from any cause reasonably beyond their control and without their fault or negligence, including, but not limited to, acts of God, strikes, traffic, or weather conditions (collectively referred to as "Force Majeure" conditions). The Party affected by a Force Majeure condition, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of the Force Majeure condition, provided,

however, that the party so affected shall use diligence to avoid or remove such cause of nonperformance and shall resume performance whenever such condition is removed or ceases.

**6. Representations.**

(a) No Disabilities. Each party expressly warrants that it is ready, willing and able to enter into this Agreement and that it is not subject to any prior agreement or to any law, rule or regulation which conflicts with, restricts or prohibits the terms of this Agreement and that it holds all permits, licenses, or other agreements necessary to perform fully its obligations under this Agreement.

(b) Compliance. The Parties shall at all times, comply fully with all applicable laws, ordinances, tax requirements, rules and regulations.

**7. Notices.**

All required notices shall be in writing and sent by email or first class mail, postage prepaid, delivery confirmation requested, addressed to:

MEADOWLINK: 144 Park Place East  
Wood-Ridge, NJ 07075  
Attn: Krishna Murthy  
Executive Director  
Tel: 201-939-4242  
Fax: 201-939-2630  
Email: [kmurthy@ezride.org](mailto:kmurthy@ezride.org)

LONG BRANCH: Long Branch Municipal Building  
344 Broadway  
Long Branch, NJ 07740  
Attn: Howard H. Woolley Jr.  
Business Administrator  
Tel: 732-571-5645  
Fax: 732-775-5143  
Email: [hwoolley@ci.long-branch.nj.us](mailto:hwoolley@ci.long-branch.nj.us)

or to such other address as either party may specify in writing. Urgent notices may be sent via confirmed facsimile or e-mail, and confirmed by mail, delivery confirmation requested. Notices shall be deemed to have been given on the date delivered in person or on the date of receipt as indicated by a record of delivery such as signed receipt for certified mail or express delivery service or confirmation of facsimile or email.

**8. Indemnity.**

(a) MEADOWLINK agrees to indemnify and hold harmless LONG BRANCH of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against LONG BRANCH, to the extent caused by or arising out of or relating to any accident or injury caused by the vehicles provided as part of the shuttle service, in so far as the vehicle is operated with in the scope of this Agreement. This indemnity does NOT cover any criminal or wrongful use of the vehicle by any individual at any time. Further, in no event shall the maximum liability hereunder exceed the sum of \$1,000,000 (One Million Dollars).

(b) Further, LONG BRANCH agrees to indemnify and hold harmless MEADOWLINK, of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against MEADOWLINK, to the extent caused by or arising out of or relating to the actions or conduct of riders of LONG BRANCH. In no event shall the maximum liability hereunder exceed the sum of \$1,000,000 (One Million Dollars)

(c) For the purpose of the indemnity provided under this paragraph, a vehicle shall be defined as being "operated with in the scope of this Agreement" if it is driven by an authorized person for the purpose of providing shuttle service.

**9. Assignment.**

No party to this Agreement may assign to any third party its interest in, or rights or obligations under, this Agreement without the prior written consent of all other parties to this Agreement.

**10. Governing Law and Forum.**

This Agreement shall be deemed to be an Agreement made in New Jersey, and shall in all respects be governed by and interpreted according to New Jersey law. Any dispute that cannot be amicably resolved may be brought before a state or federal court sitting in New Jersey. Each party hereby consents to the personal jurisdiction of any such court.

**11. Amendment.**

No modification or amendment of this Agreement shall be enforceable unless reduced to writing and executed by all Parties.

**12. Agreement.**

(a) This Agreement may be executed in two (2) counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same document.

(b) This Agreement and its attached exhibits, as may be amended from time to time by written agreement signed by all Parties, contain all the covenants, stipulations and agreements of the Parties and supersedes any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the Parties relating to the subject matter of this Agreement. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**13. Separability.**

Should any term, covenant, condition or proviso in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement, and the application of such terms, covenant, condition or proviso to persons or circumstances other than those to which it is invalid, illegal or unenforceable, shall not be affected thereby and each term, covenant, proviso or condition of this Agreement shall be valid and enforceable to the extent permitted by law.

**14. Authority.**

Each signatory to this Agreement represents and warrants that he or she has the authority to bind the entity on whose behalf he or she is executing this Agreement.

**REMAINING PAGE INTENTIONALLY LEFT BLANK**

*Signature page follows.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement by their authorized representatives on the date or dates indicated below:

**City of Long Branch**

By: \_\_\_\_\_  
(Signature)

Name: Adam Schneider  
Title: Mayor  
Date: \_\_\_\_\_

**Meadowlands Transportation Brokerage  
Corporation d/b/a MEADOWLINK**

By: \_\_\_\_\_  
(Signature)

Name: Krishna Murthy  
Title: Executive Director  
Date: \_\_\_\_\_

**Attestation:**

**For City of Long Branch**

By: \_\_\_\_\_  
(Signature)

Name: Howard Woolley  
Title: Business Administrator  
Date: \_\_\_\_\_

**For Meadowlink**

By: \_\_\_\_\_  
(Signature)

Name: Avnish Gupta  
Title: Assistant Executive Director  
Date: \_\_\_\_\_

**Exhibit A**

**Route Map**

*See Insert.*

**Exhibit B**

**Schedule**

*See Insert.*

## **Exhibit C**

### **List of Holidays – No Shuttle Service**

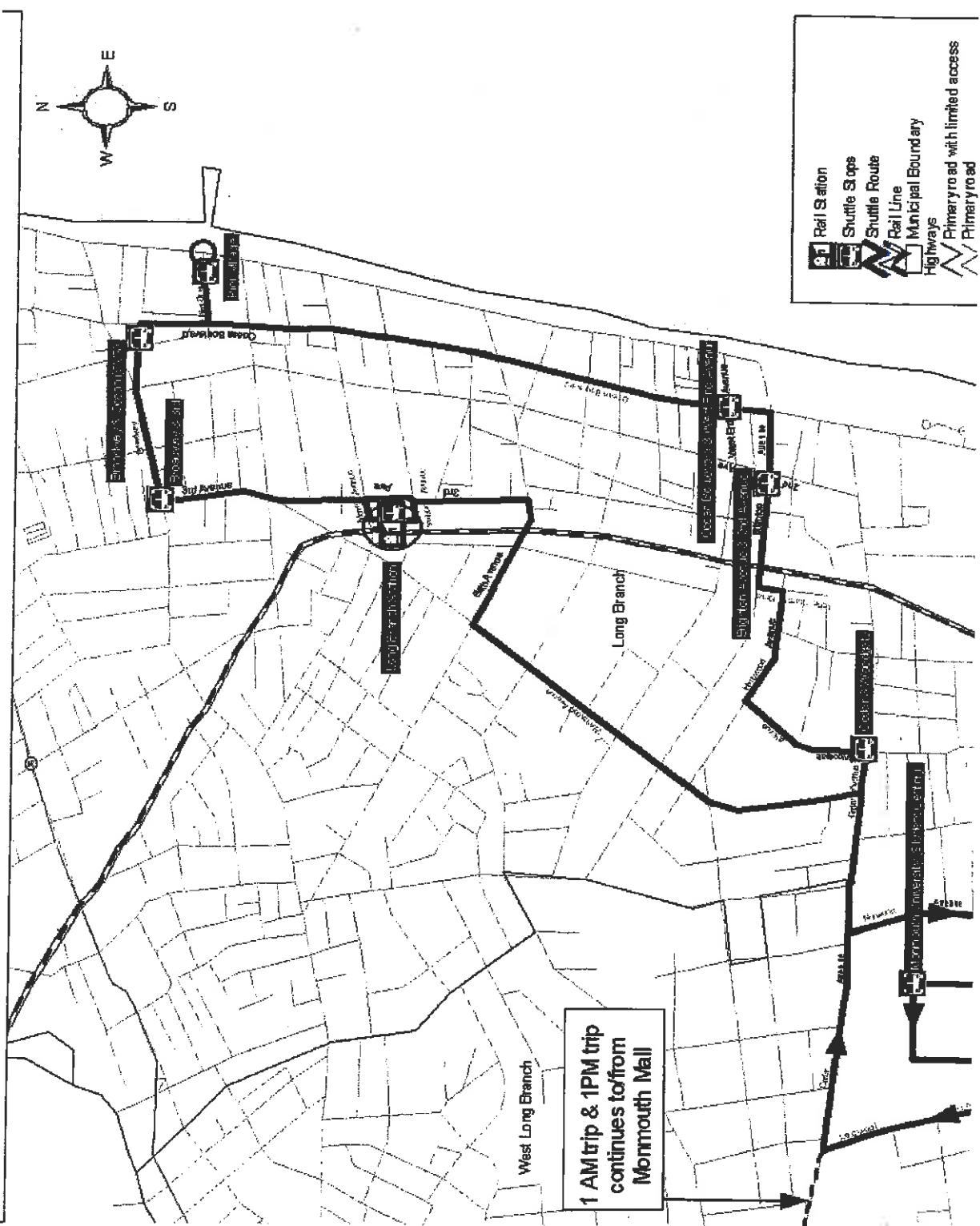
1. New Year's Day
2. Thanksgiving Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Christmas Day
7. Other holidays as designated by LONG BRANCH

## Long Branch Community Shuttle Schedule

AM Schedule Mon - Fri							
Long Branch Rail Station (Train Arrives From New York/Newark)		7:12	7:54	8:38	9:21		
Long Branch Rail Station (Shuttle Leaves)	6:55	7:16	7:58	8:42	9:24	9:53	
Monmouth University (Student Center)	-	7:23	8:07	8:51	9:32	10:00	
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	7:00	7:28	8:10	8:54	9:35		
Brighton Avenue & 2nd Avenue	7:03	7:29	8:13	8:57	9:38		
Ocean Boulevard & West End Avenue	7:04	7:31	8:15	8:59	9:40		
Pier Village	7:07	7:35	8:19	9:03	9:44		
Broadway & Ocean Ave (CVS)	7:09	7:37	8:21	9:05	9:46		
Broadway & 3rd Avenue (Brookdale)	7:11	7:39	8:23	9:07	9:48		
Long Branch Rail Station (Shuttle Arrives)	7:15	7:43	8:27	9:11	9:52		
Monmouth Mall (AMC Theater) (ONLY ONE DROP-OFF)	-	-	-	-	-	10:15	
Long Branch Rail Station (Train Leaves To New York/Newark)	7:33	7:45	8:29	9:13	9:54		

PM Schedule Mon-Fri							
Long Branch Rail Station (Train Arrives From New York/Newark)		3:25		4:24	5:52	6:24	6:48
Monmouth Mall (AMC Theater) (ONLY ONE PICK-UP)	3:02	3:24	4:03	5:31	6:09	6:41	7:19
Long Branch Rail Station (Shuttle Leaves)	3:18	3:47	4:15	4:55	5:56	6:26	6:54
Monmouth University (Student Center)	3:25	3:54	4:22	5:02	6:03	6:33	7:01
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	3:28	3:57	4:25	5:05	6:06	6:36	7:04
Brighton Avenue & 2nd Avenue	3:31	4:00	4:28	5:08	6:09	6:39	7:07
Ocean Boulevard & West End Avenue	3:33	4:02	4:30	5:10	6:11	6:41	7:09
Pier Village	3:37	4:06	4:34	5:14	6:15	6:45	7:13
Broadway & Ocean Ave (CVS)	3:39	4:08	4:36	5:16	6:17	6:47	7:15
Broadway & 3rd Avenue (Brookdale)	3:41	4:10	4:38	5:18	6:19	6:49	7:17
Long Branch Rail Station (Shuttle Arrives)	3:45	4:14	4:42	5:22	6:23	6:53	7:21
Long Branch Rail Station (Train Leaves To New York/Newark)	3:49	-	4:48	5:36	6:37	6:58	7:16

Effective 9/5/16



R# 204-16

**RESOLUTION ACCEPTING AMENDED AND RESTATED DEED NOTICE**

**WHEREAS**, the City of Long Branch is the owner in fee simple of certain real property designated as Block 460, Lot 1 (and formerly known as Block 460, Lot 5 (the "Property")) as shown on the tax map of the City of Long Branch, County of Monmouth and State of New Jersey, and:

**WHEREAS**, the City of Long Branch obtained title to the Property with knowledge that it was subject to environmental remediation; and

**WHEREAS**, the portion of the Property purchased from Lemco Associates Limited Partnership, formerly known as Block 460, Lot 5, was subsequently consolidated with other parcels acquired by the City of Long Branch, and consolidated into what is now known as Block 460, Lot 1; and

**WHEREAS**, the Property purchased from Lemco Associates Limited Partnership is in the process of being remediated for environmental contamination at the time of the purchase; and

**WHEREAS**, the Department of Environmental Protection program had assigned oversight of the remediation of the Property in case number E89484 and;

**WHEREAS**, Lemco Associates Limited Partnership has remediated as the responsible party contaminated soil on a portion of the Property which the New Jersey Department of Environmental Protection approved the remediation to the extent that the soil contamination remains in certain areas of the Property, which contains contaminants in concentrations that do not allow for unrestricted use of the Property and;

**WHEREAS**, the soil contamination is described including the type, concentration and

specific location of such contaminants in Exhibit E of a Deed Notice which is annexed to this resolution; and

**WHEREAS**, in accordance with the New Jersey Department of Environmental Protection approval of the remediation action and work plan for the remediation of the site and in consideration of the terms and conditions of that approval and for other good and valuable consideration, the owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property to restrict certain uses of the Property and provide notice to subsequent owners, lessees, and operators of the restrictions and the monitoring, maintenance and viennial certification requirements outlined in the within Deed Notice and required by law as set forth therein; and

**WHEREAS**, the City of Long Branch understands that the Deed Notice does not prohibit the use of the subject Property as a Park which the Property shall be continued to be used; and

**WHEREAS**, the Property is being placed on the open spaces inventory of the State of New Jersey Division of Green Acres and;

**WHEREAS**, the Deed Notice is set forth in this resolution as required to be executed by the City of Long Branch as the Property owner,

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the Deed Notice in the form annexed hereto and made a part hereof together with all appropriate schedules and exhibits.

MOVED: Simanni  
SECONDED: Pallone

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES: 4

NAYES: 0

ABSENT: 1-Celli

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 5-21-06

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 22 DAY OF May 2006

Kathy L. Schneider

Prepared by: JAMES G. AARON, ESQ.

## CONFIRMATORY DEED

This Deed is made on April       , 2007

BETWEEN

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey,  
having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State  
of New Jersey, (referred to as "Grantor");

AND

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey,  
having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State  
of New Jersey, (referred to as "Grantee").

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The Grantor now grants and conveys the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00)**. The Grantor acknowledges receipt of this money.

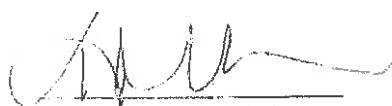
**Tax Map Reference.** (N.J.S.A. 46-15-2.1) City of Long Branch, County of Monmouth,  
Block 481, Lots 1 & 2.

**Property.** The property consists of the land and all the buildings and structures on the land in the City of Long Branch, County of Monmouth, and State of New Jersey. The legal description is attached hereto as **Exhibit A**. The total area of the Property subject of this Confirmatory Deed is 3.653 acres, of which 3.653 acres is being dedicate by the Grantor for public purpose and which shall

the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.

**Signatures.** This Confirmatory Deed is signed and attested to by the Grantor's proper corporate offices as of the date at the top of the first page. Its corporate seal is affixed.

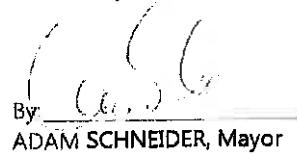
Attest:



City Clerk

CITY OF LONG BRANCH,  
a municipal corporation of the State of

New Jersey

  
By Adam Schneider  
ADAM SCHNEIDER, Mayor

**D E E D** : Dated: 2007

: Record and Return to:

CITY OF LONG BRANCH,  
a municipal corporation of the  
State of New Jersey :  
Grantor, : JAMES G. AARON, ESQ.  
TO : Ansell Zaro Grimm & Aaron, PC  
: CN 7807  
: Ocean, NJ 07712

CITY OF LONG BRANCH,  
a municipal corporation of the  
State of New Jersey :  
: Grantee.

LEON S. AVAKIAN, INC. Consulting Engineers

780 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., PLS. (HS2 - 2004)  
PETER R. AVAKIAN, P.E., PLS., P.P.  
MENYAR BHAFAL, P.C., P.P.  
GREGORY G. BLASH, P.E., P.P.  
LOUIS J. LOBOSCO, P.E.

**BLDGD DESCRIPTION**  
PROJECT NO. 1227-11-005  
BLOCK 458, LOTS 2 THRU 6  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY

All that certain tract or parcel of land located at Block 458, Lots 2 through 5 in the City of Long Branch, County of Monmouth, New Jersey, bounded and described as follows:

BEGINNING AT A POINT, said point being the intersection of the Southerly right-of-way line of Nuberal Avenue (50' wide right-of-way) and the Westerly line of Long Branch Avenue (right-of-way width varies), said point having the 1983 NAD coordinates of N542534.8732 E635445.8889 and running thence;

1. Southerly on a course of South 08°26'00" East, along the westerly right-of-way line of Long Branch Avenue (right-of-way width varies), a distance of 159.87 feet to the intersection of the Northerly line of Airsdale Avenue (40' wide right-of-way) and the Westerly line of Long Branch Avenue, and running thence;
2. Southwesterly on a course of South 65°32'37" West, along the northerly right-of-way line of Airsdale Avenue (40' right-of-way), a distance of 152.05 feet to a point in the northerly right-of-way line of Airsdale Avenue, said point being the southeasterly corner of Lot 6 in Block 458, and running thence;
3. Northwesterly on a course of North 24°27'03" West, along the easterly property line of Lot 6 in Block 458, a distance of 100.62' to a point, said point being the Northeasterly property corner of Lot 6 in Block 458, and running thence;
4. Southwesterly on a course of South 73°19'05" West, along the northerly property line of Lots 6 and 7 in Block 458, a distance of 122.51' to a point in the Easterly property line of Lot 1,02 in Block 458, and running thence;

Northwesterly on a course of North 08°36'00" West, along the easterly property line of Lots 1,02 and Lot 1,04 in Block 458 a distance of 122.53' to a point in the southerly right-of-way line of Nuberal Avenue (50' right-of-way), and running thence;

C. Northeasterly on a course of North 81°24'00" East along the southerly right-of-way line of Nabelia Avenue a distance of 300.00' to a point, said point being the point and place of beginning.

Total area of tract 44,963.849 square feet or 1.032 acres containing the following tax lots:

Lot 2, Block 458 5,953.459 square feet or 0.137 acres.

Lot 3, Block 458 15,716.642 square feet or 0.361 acres.

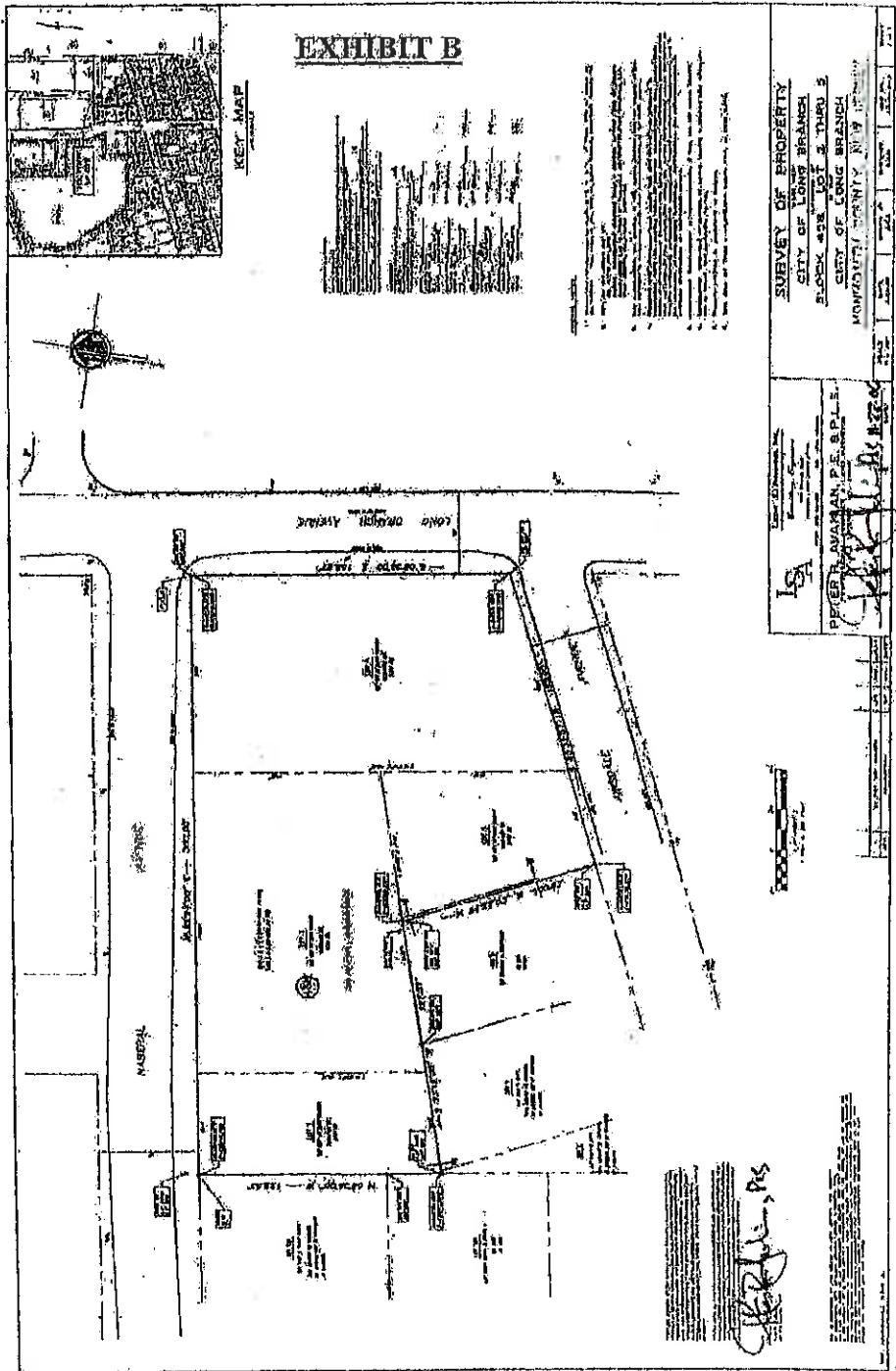
Lot 4, Block 458 17,399.120 square feet or 0.399 acres.

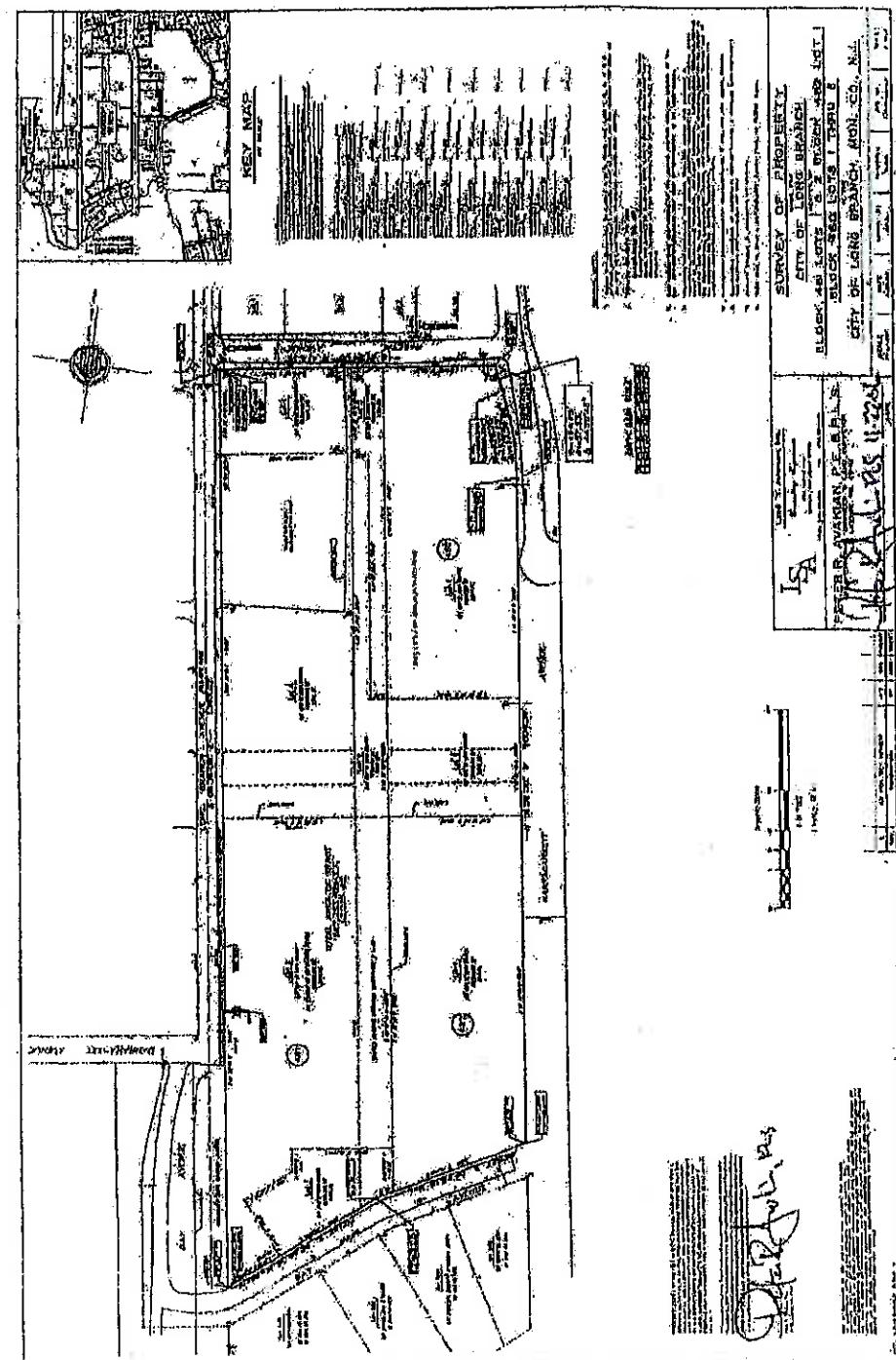
Lot 5, Block 458 5,894.628 square feet or 0.135 acres.

The above description was written pursuant to a survey or property designated as Block 458, Lots 2 through 5, on the municipal tax map of the City of Long Branch, County of Monmouth, State of New Jersey. Said survey was prepared by Leon S. Avigliano, Inc., 783 Wyside Road, Neptune, NJ, 07753, dated November 22, 2006, revised through April 11, 2007, and is marked as File No. LB 06-04.2. A reduced copy of said plan is attached hereto and made a part hereof.



Peter R. Avigliano, P.E., P.L.S., P.P.  
NJ License No. 28742





Prepared by: \_\_\_\_\_  
JAMES G. AARON, ESQ.

## CONFIRMATORY DEED

This Deed is made on April , 2007

BETWEEN

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey,  
having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State  
of New Jersey, (referred to as "Grantor");

AND

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey,  
having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State  
of New Jersey, (referred to as "Grantee").

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the  
property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR**  
(\$1.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46-15-2.1) City of Long Branch, County of Monmouth,  
Block 458, Lots 2, 3, 4, & 5;  
Block 460, Lots 1, 2, 3, 4, 5, & 6; and  
Block 482, Lot 1.

**Property.** The property consists of the land and all the buildings and structures on the land in  
the City of Long Branch, County of Monmouth, and State of New Jersey. The legal description is  
attached hereto as **Exhibit A**. The total area of the Property subject of this Confirmatory Deed is

9.372 acres, of which 9.372 acres is being dedicate by the Grantor for public purpose and which shall hereafter be subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq., and N.J.A.C. 7:36, as may be hereafter amended and supplemented, in accordance with the survey attached hereto as Exhibit B.

BEING the same premises heretofore acquired by the City of Long Branch by way of Eminent Domain and a Declaration of Taking, in accordance with N.J.S.A. 20:3-17, et seq. and N.J.S.A. 40:14B-20, dated November 13, 2003 and recorded in the office of the Monmouth County Clerk on May 13, 2003, in Official Record Book OR-8362 at Page 917, a copy of which is attached hereto as Exhibit C. In connection with said Declaration of Taking, the Grantor has heretofore tendered consideration in the amount of Two Million Four Hundred Thirty Five Thousand (\$2,435,000.00) Dollars.

**Purpose.** The purpose of this Confirmatory Deed and the conveyance made herein is to incorporate the requisite Deed language as proscribed by the State of New Jersey, Department of Environmental Protections, Green Acres Program, for the purposes of an application made by the City of Long Branch for reimbursement from the Green Acres Program of the consideration which was heretofore paid by the City for the acquisition of the Property set forth herein, which Property has been designated by the City for recreation and/or conservation purposes in accordance with the Green Acres Program. The execution of this Confirmatory Deed on behalf of the City of Long Branch has been duly authorized by way of Ordinance No. \_\_\_\_\_, introduced on \_\_\_\_\_, 2007 and adopted on \_\_\_\_\_, 2007 by the City Council in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq., a copy of same is attached hereto as Exhibit D.

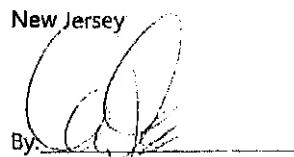
The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1, et seq., and N.J.A.C. 7:36,

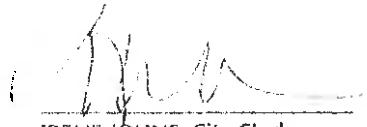
as may be amended and supplemented, and the Grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.

**Signatures.** This Confirmatory Deed is signed and attested to by the Grantor's proper corporate offices as of the date at the top of the first page. Its corporate seal is affixed.

Attest:

CITY OF LONG BRANCH,  
a municipal corporation of the State of

New Jersey  
By:   
ADAM SCHNEIDER, Mayor

  
IRENE JOLINE, City Clerk  
Young Schmeltz

D E E D		: Dated: _____ 2007	
Record and Return to:			
IG BRANCH, corporation of the y Jersey		JAMES G. AARON, ESQ. Ansell Zaro Grimm & Aaron, PC CN 7807 Ocean, NJ 07712	
Grantor,			
IG BRANCH, corporation of the y Jersey		Grantee	

## EXHIBIT A

LEON S. AVAKIAN, INC. Consulting Engineers

700 Wayside Road • NEPTUNE, New Jersey 07753

LEON S. AVAKIAN, INC., H.L.D. (D.D.C. 2004)  
PETER R. AVAKIAN, P.E., P.L.S., P.P.  
MENHAYATI SHAFAI, P.E., P.P.  
GREGORY V. BIANI, P.E., P.P.  
LOUIS J. LOROSIO, P.E.

DEED DESCRIPTION  
PROJECT NO. 1327-01-005  
BLOCK 481 LOTS 1 & 2  
BLOCK 482 LOT 1  
BLOCK 460 LOTS 1 THRU 6  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY

All that certain tract or parcel of land located at Block 481 Lots 1 & 2, Block 482 Lot 1, block 460 Lots 1 through 6 in the City of Long Branch, County of Monmouth, New Jersey, bounded and described as follows:

BEGINNING at the intersection of the northerly right-of-way line of Nuberg Avenue (50' wide right-of-way) and the westerly line of Long Branch Avenue right-of-way (width varies) said point having the 1983 NAD coordinates of N542584.2333 E633438.4628 and running thence;

1. Southwesterly on a course of South 81°24'00" West along the northerly right-of-way line of Nuberg Avenue (50' right-of-way) a distance of 418.86 feet to a point in the easterly right-of-way line of Narragansett Avenue (right-of-way width varies), and running thence;
2. Northwestedly along the easterly right-of-way line of Narragansett Avenue (65' right-of-way) on a curve to the left having a radius of 494.75', a central angle of 4°20'48" and an arc length of 37.33' to a point of reverse curvature, and running thence;
3. Northwesterly continuing along the easterly right-of-way line of Narragansett Avenue on a curve to the right having a radius of 429.75', a central angle of 17°06'56" and an arc length of 132.15' to a point, and running thence;
4. Northwestedly continuing along the easterly right-of-way line of Narragansett Avenue on a course of North 08°26'00" West, a distance of 1,004.36' to a point in the southerly right-of-way line of Bay Avenue (50' right-of-way), and running thence;
5. Northeasterly along the southerly right-of-way line of Bay Avenue (50' right-of-way) on a course of North 01°24'45" East, a distance of 239.29' to a point, and running thence;

Northwesterly continuing along the southerly right-of-way line of Bay Avenue on a course of North 50°48'30" East, a distance of 261.32' to a point in the westerly right-of-way line Long Branch Avenue (right-of-way width varies) and running thence;

7. Southwesterly along the westerly right-of-way line of Long Branch Avenue on a course of South 08°36'00" East, a distance of 1,385.02' to a point, said point being the point and PLACE OF BEGINNING.

Total Area of tract 567,353.409 square feet or 13.025 acres containing the following tax lots:

Lot 1 Block 481 21,367.488 square feet or 0.491 acres.

Lot 2 Block 481 137,732.526 square feet or 3.162 acres.

Lot 1 Block 482 106,302.000 square feet or 2.44 acres.

Lot 1 Block 460 98,201.395 square feet or 2.254 acres.

Lot 2 Block 460 35,000.000 square feet or 0.803 acres;

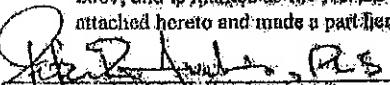
Lot 3 Block 460 15,625.000 square feet or 0.359 acres;

Lot 4 Block 460 18,125.000 square feet or 0.416 acres;

Lot 5 Block 460 110,000.000 square feet or 2.525 acres.

Lot 6 Block 460 25,000.000 square feet or 0.574 acres.

The above description was written pursuant to a survey of property designated as Block 481, Lots 1 & 2, Block 482, Lot 1 and Block 460 Lots 1 through 6, on the municipal tax map of the City of Long Branch, County of Monmouth, State of New Jersey. Said survey was prepared by Leon S. Avakian, Inc., 788 Wayside Road, Neptune, NJ 07753, dated November 22, 2006, revised through April 11, 2007, and is marked as file No. LB 06-04-3. A reduced copy of said plan is attached hereto and made a part hereof.

  
Peter R. Avakian, P.E., P.L.S., R.P.

NJ License No. 93149



**COASTAL TITLE EXHIBIT A**  
PO Box 740  
Freightland, New Jersey 07728  
Ph: 732-303-1660 / 800-521-0278  
Fax: 732-303-1831  
Website: [www.coastaltitlenj.com](http://www.coastaltitlenj.com)

**SCHEDULE A-A**  
**DESCRIPTION**

File No. CT-52493

That certain lot, parcel or tract of land, situate and lying in the City of Long Branch, County of Monmouth, State of New Jersey, and being more particularly described as follows:

Being known as designated as the following lots and blocks as shown on the tax map of the City of Long Branch.

Lots 2, 3, 4 and 5 in Block 458.

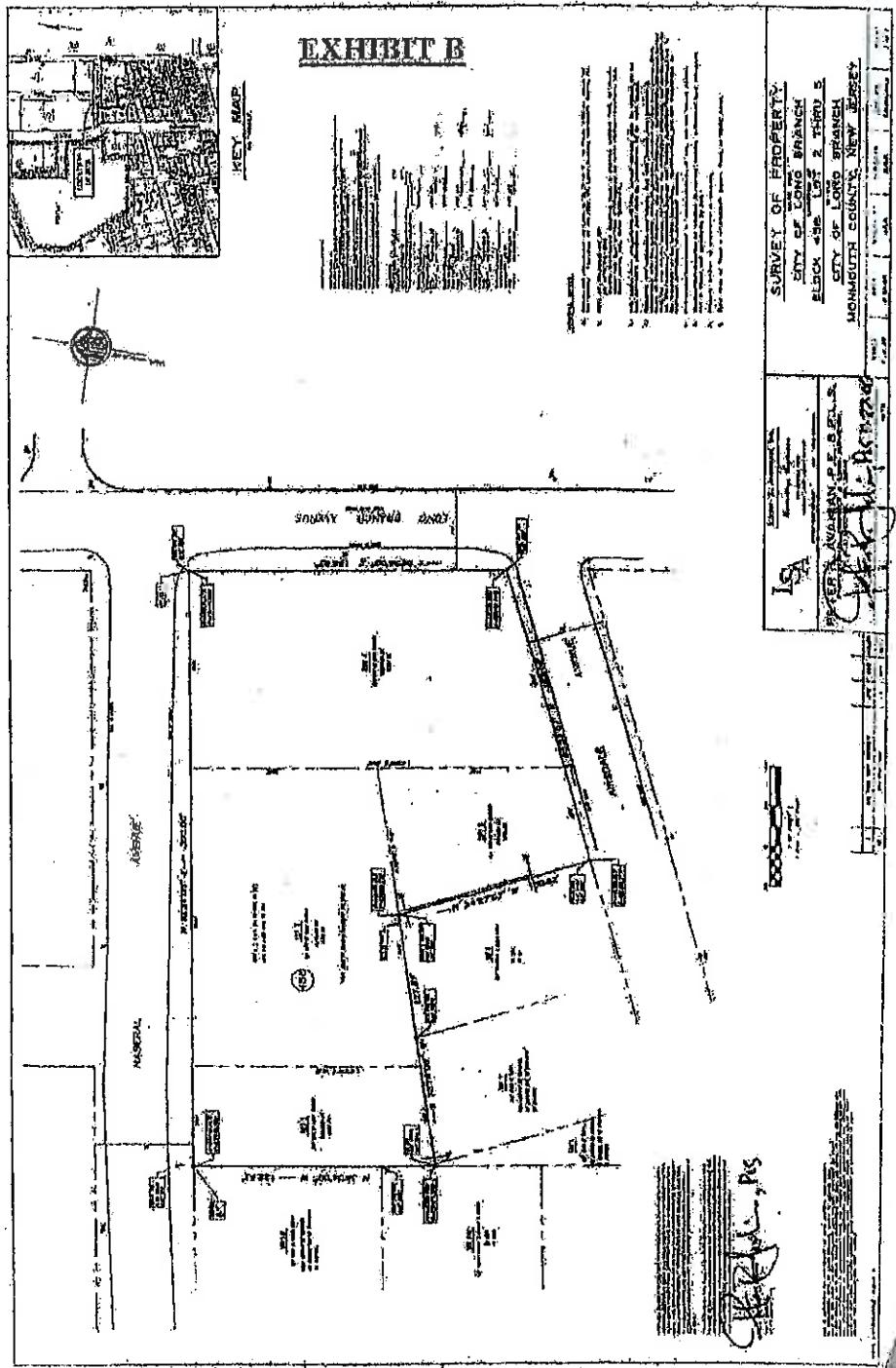
Lots 1, 2, 3, 4 and 5 in Block 460.

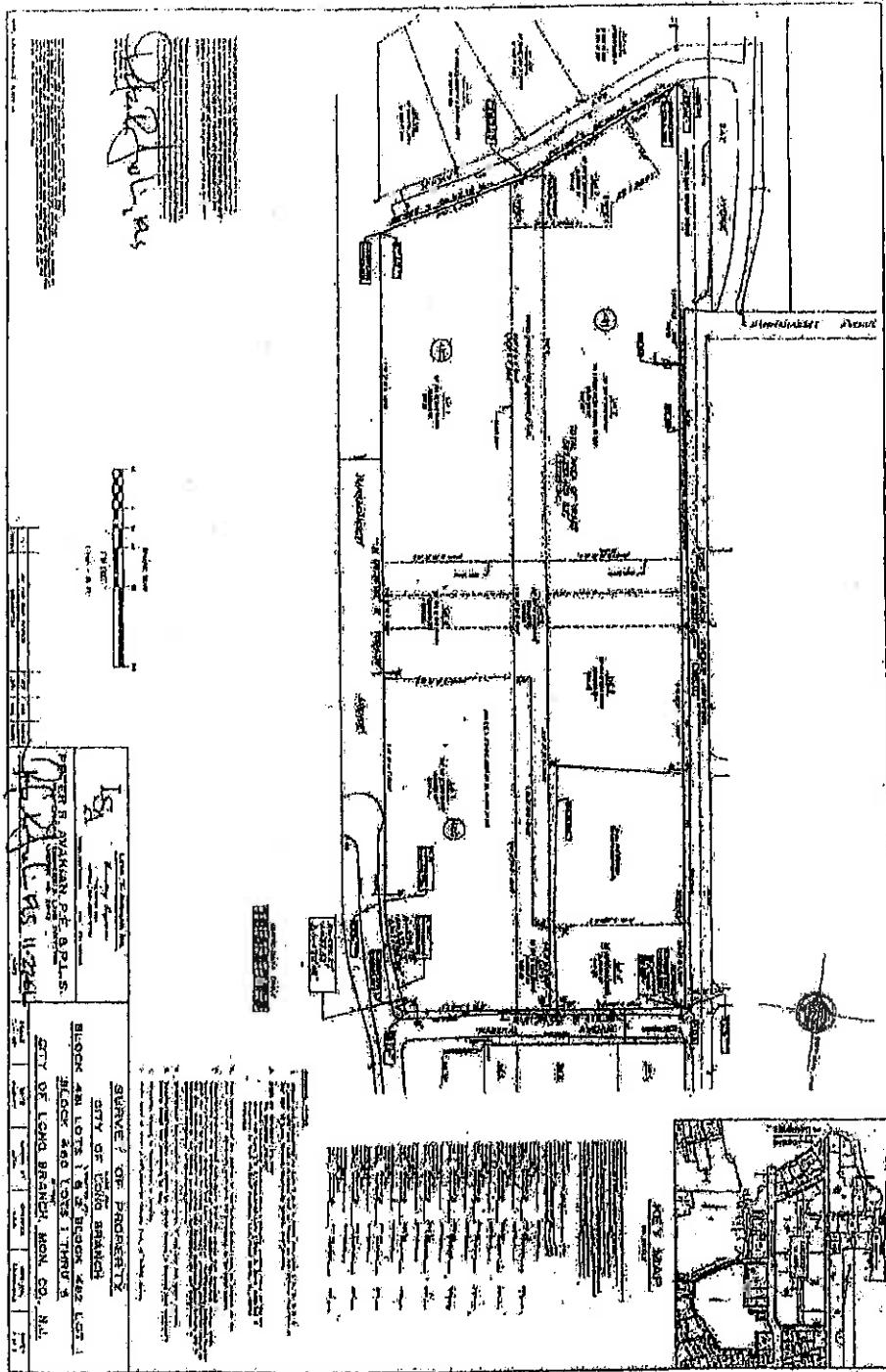
Block 482.

NOTE: The above description is for identification purposes only, subject to receipt of a metes and bounds description to be drawn in accordance with a survey made by a surveyor licensed to do business in this State.

*Issued by:*  
**Lawyers Title Insurance Corporation**

This instrument is invalid unless the insuring provisions and Schedule A and B are attached.





PREPARED BY:

James G. Aaron, Esq.

DEED NOTICE

This Deed Notice is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the City of Long Branch, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740 (together with its successors and assigns, collectively "Owner").

1. THE PROPERTY. The City of Long Branch, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740 is the owner in fee simple of certain real property designated as Block 460 Lot 5, on the tax map of the City of Long Branch, Monmouth County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is G000005866; and the property is more particularly described in Exhibit D, which is attached hereto and made a part hereof (the "Property").

2. DEPARTMENT'S ASSIGNED BUREAU. The Bureau of Environmental Evaluation, Cleanup and Responsibility Assessment was the New Jersey Department to Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. E89484.

3. SOIL CONTAMINATION. Lemco Associates Limited partnership has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit E, which is attached hereto and made a part hereof. As a result, there is a statutory requirement of this Deed Notice in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit F, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Deed Notice Inspection Program  
P O Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i, above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

- (A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement or disturbance;
- (B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;
- (C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;
- (D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;
- (E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Deed Notice Inspection Program  
P O Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-12.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit F, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C 7:26C-1.2(a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded;

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to

comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Deed Notice Inspection Program  
P O Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

10. ENFORCEMENTS OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-12.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. **SUCCESSORS AND ASSIGNS.** This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. **MODIFICATION AND TERMINATION.**

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Monmouth County, New Jersey, expressly modifying or terminating this Deed Notice.

14. **DEED NOTICE EXHIBITS**

14A. **EXHIBIT D.** Exhibit D includes the following maps and descriptions of the Property and the vicinity:

- i. Exhibits D-1 & D-2: Vicinity Maps
- ii. Exhibit D-3: Property Map – A scaled tax map of the Property.
- iii. Exhibit D-4: Metes and Bounds Description of the Property.

14B. **EXHIBIT E.** Exhibit E includes the following descriptions of the Restricted Areas:

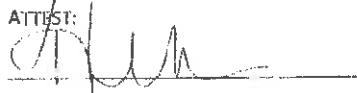
- i. Exhibit E-1: Restricted Area Map
- ii. Exhibit E-2: Restricted Area Data Table.

14C. **EXHIBIT F.** Exhibit F includes narrative descriptions of the institutional controls as follows:

- (i) Narrative Description of this Deed Notice;
- (ii) Description of the necessary monitoring and maintenance;
- (iii) Description of the biennial certification.

15. **SIGNATURES.** IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:



THE CITY OF LONG BRANCH

  
Winnick

Title

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

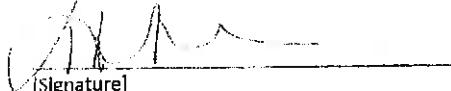
I certify that on December 11, 2015 Adam Schneider  
Personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Mayor of the City of Long Branch, the municipality named in this document.

(b) this person is the attesting witness to the signing of this document by the property city official who is the Mayor City Clerk of the City;

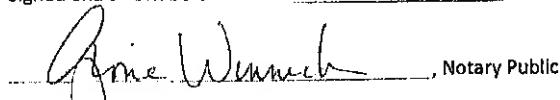
(c) this document was signed and delivered by the City as its voluntary act and was duly authorized;

(d) this person signed this proof to attest to the truth of these facts.

  
[Signature]  
Adam L. Schneider

[Print name and title of attesting witness]

Signed and sworn before me on December 11, 2015

  
Gloria Winnick, Notary Public

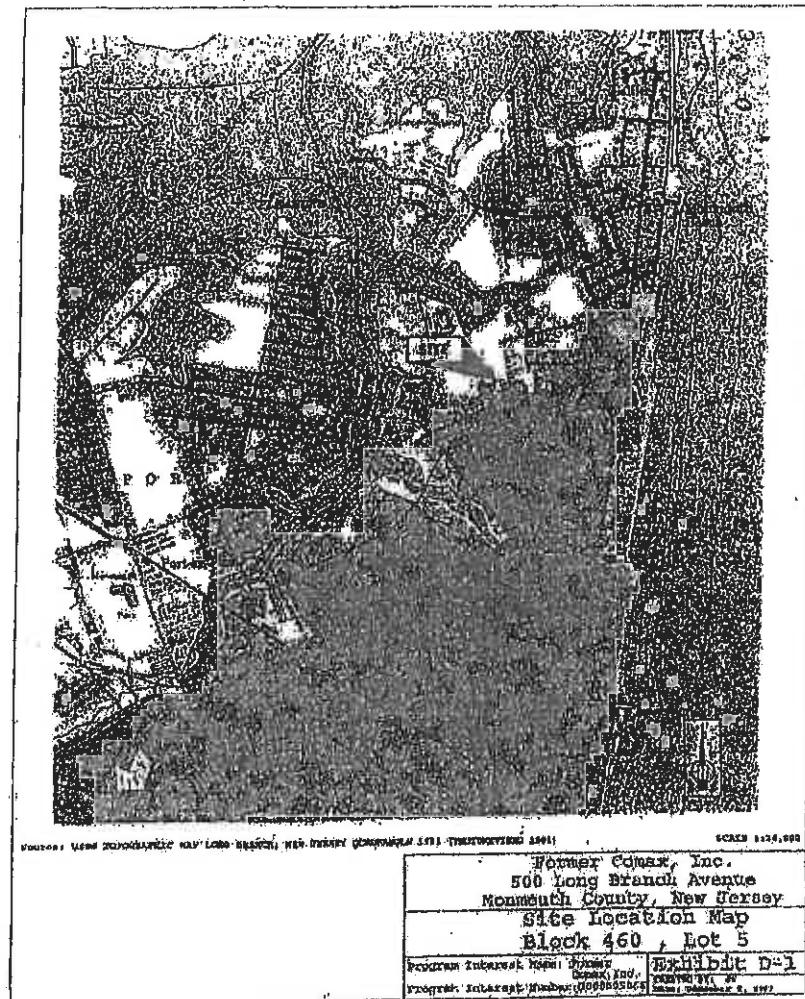
GLORIA WINNICK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/21/2016

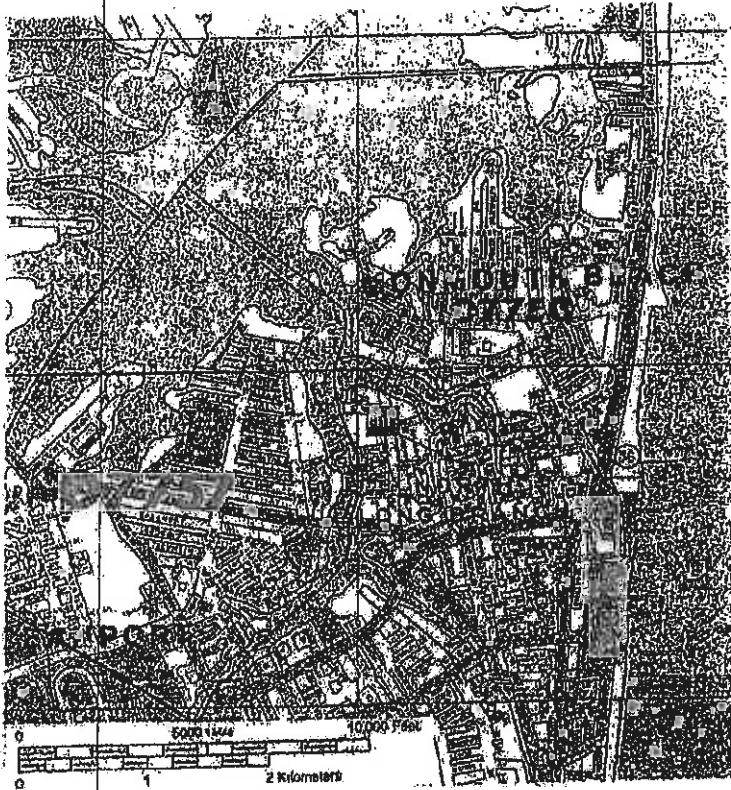
EXHIBIT D.

MAPS AND PROPERTY DESCRIPTION

The site location is shown on the maps included as Exhibit D-1 and Exhibit D-2. A portion of the City of Long Branch Tax Map (Sheet 42) showing the location of Lot 5 of Block 460 provided as Exhibit D-3.

The metes and bounds description of the subject property, is included as Exhibit D-4.





Souixiett Navigation Company, Monmouth County, New Jersey

Legend

\* Former Comex, Inc.

Former Comex, Inc.  
500 Long Branch Avenue  
Monmouth County, New Jersey

Vicinity Map  
Block 468, Lot 5

Program Interest Name:  Former  
Comex, Inc.  Exhibit D-2  
Program Interest Number:  00000000000000000000000000000000

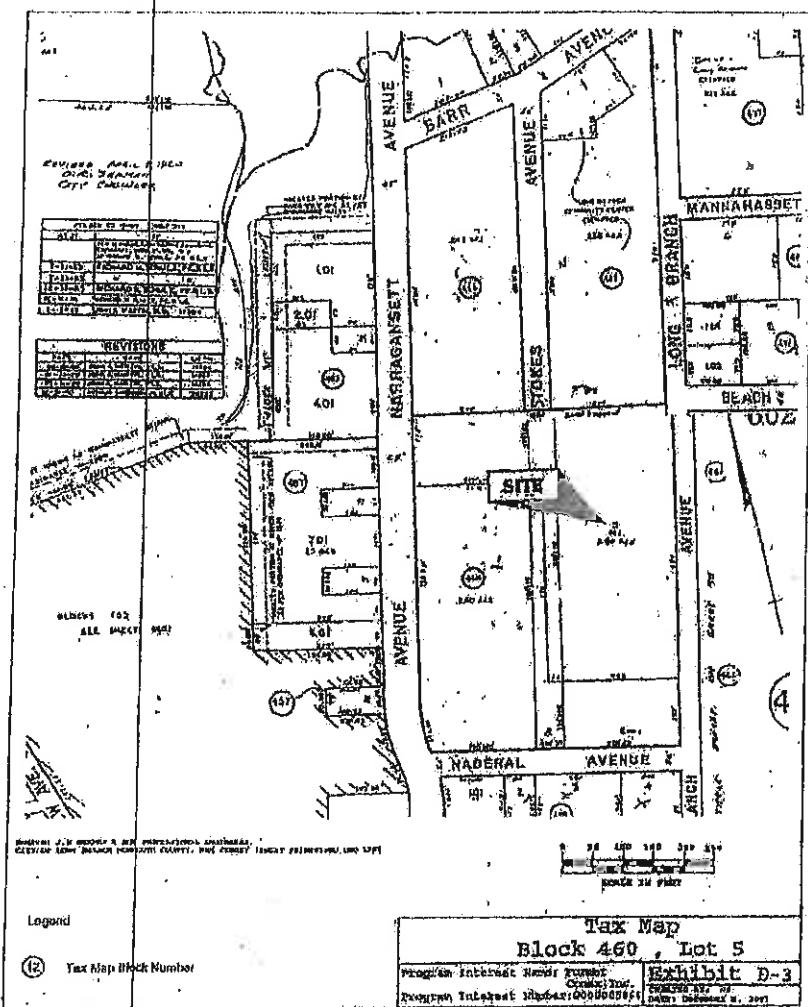


EXHIBIT D-4

THIS EXHIBIT WILL BE UPDATED IN THE FINAL DEED NOTICE AS NEEDED  
TO REFLECT THE CURRENT PROPERTY DESCRIPTION

All those certain tracts or parcels of land and premises lying and being in the City of  
Long Branch in the County of Monmouth and State of New Jersey, more particularly  
described as follows:

**TRACT ONE** Beginning at the intersection of the Southerly side line of Nelsens Avenue  
(30' wide) with the westerly side line of Long Branch Avenue and runs:

- 1) South 00°55' West, along the westerly side line of Long Branch Avenue, 159.87  
feet to a point, said point also marking the intersection of the Westerly side line of  
Long Branch Avenue with the northerly side line of Airdate Avenue; thence
- 2) South 74°14' West, along the northerly side line of Airdate Avenue, 103.25 feet  
to a point; thence
- 3) North 00°05' East, 94.14 feet to a point; thence
- 4) South 82°02' West, 151.49 feet to a point; thence
- 5) North 00°05' East, 145.94 feet to a point in the Southerly side line of Nelsens  
Avenue, thence along the same;
- 6) South 00°55' East 250.00 feet to the point and the place of BEGINNING.

Being also known as Tax Lots 3 and 4, Block 458 on the City of Long Branch Tax Map.

**TRACT TWO** Beginning at the intersection of the Northerly side line of Nelsens  
Avenue with the westerly side line of Long Branch Avenue and runs:

- 1) North 00°55' West, along the Northerly side line of Nelsens Avenue, 418.39 feet  
to a point, said point marking the intersection of the northerly side line of Nelsens  
Avenue with the northerly side line of Narragansett Avenue; thence
- 2) Northerly, along the easterly side of Narragansett Avenue, following a curve  
bearing to the left, having a radius of 494.75 feet, an arc distance of 28.09 feet to  
a point of reverse curvature in the easterly side line of Narragansett Avenue,  
thence along same;
- 3) Continuing in a northerly direction along the easterly side line of Narragansett  
Avenue, following a curve bearing to the right, having a radius of 429.75 feet, an  
arc distance of 142.10 feet to a point; thence

- 4) North 00°05' East, along the easterly side line of Narragansett Avenue, 1003.74 feet to a point marking the intersection of the easterly side line of Narragansett Avenue with the southerly line of Barr Avenue; thence
- 5) North 70° East, along the southerly side line of Barr Avenue, 212.84 feet to a point marking the intersection of the southerly side line of Barr Avenue with the westerly side line of Stokes Avenue; thence along Stokes Avenue:

- South 00°05' West 567.30 feet to a point; thence
- South 09°53' East, 250.00 feet to a point; thence
- South 00°05' West, 675.00 feet to a point and place of BEGINNING.

Being also known as Tax Lot 1, Block 482 and Tax Lots 1, 2, 3 and 4 (and 5 and 6), Block 460 on the City of Long Branch Tax Map (Unit Lot 1 of Block 182).

The above descriptions being in accordance with a survey by Helms Engineering Associates, dated June 1, 1979. (Unit shown in parentheses added to agree with current tax map. NOTE: Barr Avenue and Stokes Avenue are "paper" streets.

EXHIBIT B

DESCRIPTION OF AFFECTED AREA

The subject property is known as Lot 5 of Block 460 in the City of Long Branch, Monmouth County, N.J. Lot 5 is vacant land covering approximately 2.66 acres of a larger, former industrial and commercial parcel that is now subject to a confirmatory deed establishing New Jersey Green Acres restrictions to the entire parcel. Lot 6 is contiguous to the south, and Lot 4 is located to the west on the same parcel.

The land surface is largely open land and fairly level. A portion of a redundant building floor slabs remains in the northwest corner of the deed notice area.

The property is bound by Long Branch Avenue to the east, Nantasket Avenue is located south of contiguous Lot 6, and Narragansett Avenue ends as a cul-de-sac beyond Lots 4, 3 and 1 to the west. Residential properties are located east of Long Branch Avenue and west of Narragansett Avenue.

The Deed Notice Area is shown on Exhibit B-1. The deed notice area covers approximately 1,875 square feet. The soil, containing concentrations of tetrachloroethene (also known as perchloroethylene and "perc" and referred to herein as "PCE") at concentrations above the NJDEP residential direct contact soil cleanup criteria is present at two depths within the deed notice area. This contamination was found at boring location B-BE-12 and limited to an elevation of -3.49 to -4.09 MSL. A deeper zone of soil contaminated with PCE is located at elevation -9.40 to -12.90 MSL. Specific information on the contamination is presented in the table included on Exhibit B-2.

The deed notice area is covered by at least 11.5 feet of soil, meeting the soil cleanup criteria. The overlying soil effectively forms a protective, direct-cover barrier. There is no potential for direct human contact with the contaminants, and the contaminated soil would not be disturbed unless a planned, approved excavation or other remedial action was instituted by the owner. Such disturbance would require notification of the New Jersey Department of Environmental Protection and local authorities.

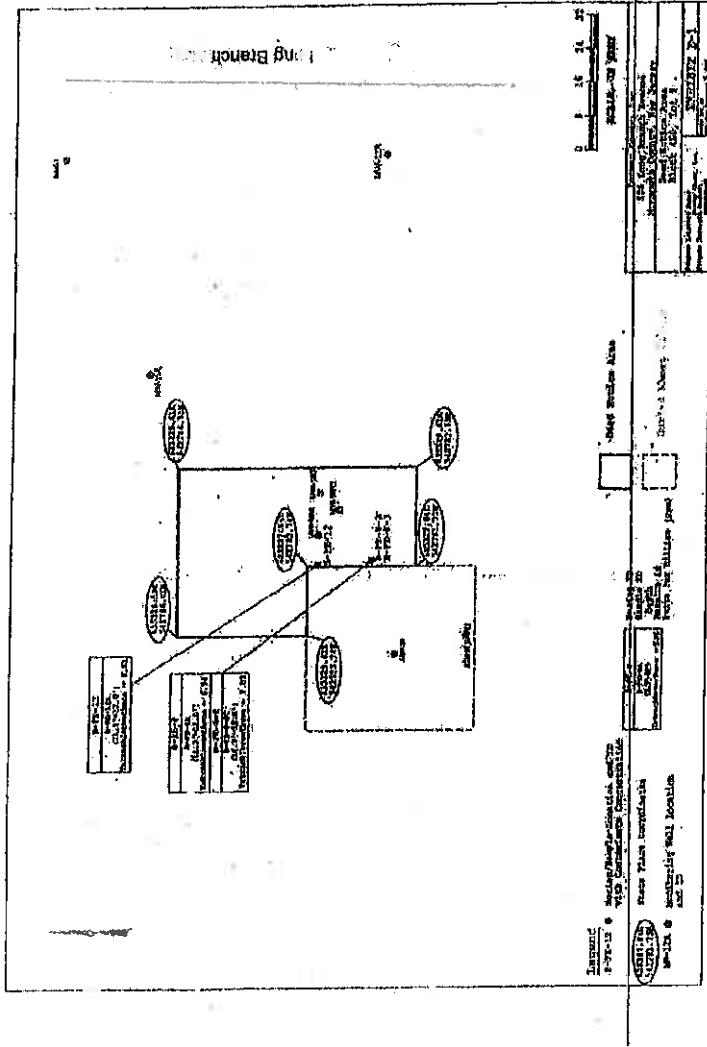


EXHIBIT E-2  
Restricted Area Data Table

Block 480, lot 8  
Long Branch, Monmouth County

Location / Location Number	B-RE-48	B-RE-47	Residential	Non-Residential
Sample Number	B-RE-48-20	B-RE-47-24	Direct Contact	Direct Contact
Sample Depth* (feet)	19.65±0.0	11.5±0.0	Soil Clean-up	Soil Clean-up
Benthic Elevation (MSL)	-10.00±0.15±0.10	-13.00±0.20±0.05	Criteria (mg/kg)	Criteria (mg/kg)
Zone of Concern (MSL)	-9.40 to -12.50	-13.65 to -21.00		
Containment	CA S. 6	CA S. 6		
PCE (mg/kg)	127-184	0.05	8.07	6

\* Sample Depth from ground surface at time of collection  
PCE = Total chlorine (ppm) (parts per million)  
mg/kg = milligrams per kilogram or parts per million (ppm)  
MSL = Reference Elevation of Mean Sea Level

EXHIBIT B

DEED NOTICE AS INSTITUTIONAL CONTROL

Narrative Description

This deed notice is established to ensure that all current and subsequent owners, operators and lessees will be advised of the conditions requiring this deed notice and are provided with copies of this deed notice. The restrictions of this deed notice are being instituted to be protective of public health and safety and the environment, and its objective is to ensure that the restricted area is not exposed or disturbed without proper protection and notices required therein and in accordance with the applicable state regulations.

Refer to Exhibit A for a description of the affected (deed notice) area and details on the remaining oil contamination.

Monitoring / Inspection

Monitoring of the institutional control will consist of annual inspection of the entire property. The results of all inspections shall be documented in a logbook, which will be made available to the RODC upon request. The purpose of the monitoring is to determine that any disturbance of the soil in the Restricted Area did not result in the unacceptable exposure to soil contamination. Additionally, the effectiveness of the remedial action will be monitored in accordance with N.J.A.C. 7:280-1.2(a), which requires specific monitoring actions and verifications every two years of the anniversary of the date stamped on the deed notice.

Maintenance

No maintenance specific to this deed notice / institutional control is required. On a biennial basis, the owner will evaluate whether:

- There have been any land-use changes subsequent to the filing of the Deed Notice or the most recent biennial certification
- The current land use on the property is consistent with the restrictions in this Deed Notice
- Any newly promulgated or modified requirements of applicable regulations or laws apply to the site
- Any new standards, regulations or laws apply to the site that might necessitate additional sampling in order to evaluate the effectiveness of the remedial action which includes the Deed Notice, and if so - ensure that the necessary sampling was conducted.

**Monitoring Reports (and Biennal) Certifications**

Pursuant to N.J.S.A. 58:10B-13.1, monitoring for compliance and effectiveness of the institutional control shall be conducted and a certification submitted to the NDEP every two years in writing that the institutional control is being properly maintained, the land use at the Property is consistent with the restrictions of the Deed Notice, and the Deed Notice continues to be protective of public health and safety and the environment. Any such certification shall include the information called upon to determine that no changes have occurred.

As such, the persons responsible for monitoring the protectiveness of the remedial action (Deed Notice) will determine - on a biennial basis - whether any actual or pending zoning or land-use change is consistent with the use restrictions in the Deed Notice or could undermine the protectiveness of the remedial action in a manner such that health prevent:

- the remedial action from meeting the applicable health risk standards;
- the remedial action from continuing to be protective of public health, safety and of the environment.

Periodic inspections of the site will be conducted to identify whether:

- any excavation or other disturbance activities have taken place within the restricted area;
- any disturbance of the soil at the site have resulted in unacceptable exposure to the soil contamination.

A comparison of New Jersey laws, remediation standards, and other regulations applicable at the time to the institutional control was established with any relevant subsequently promulgated or modified laws, regulations or remediation standards to determine whether:

- any changes in applicable laws, regulations or remedial standards have occurred; and
- the institutional control complies with the requirements of the law and regulations.

The persons responsible for monitoring the remedial action will prepare a monitoring report that includes the following information:

- The name, address and telephone number of the person responsible for maintaining the institutional control;

**Site Identifiers**

- Facility Identifier Name: former Comsat Inc.
- Facility Identifier Number (Preferred ID): 6000005866
- IRM# ID Number: E89484
- Date of Each No Further Action Letter for the site
- Name of the Department's Case Manager for the site at the time of the no further action letter
- Street address: 500 Long Branch Avenue
- Tax Block and Lot Number: Block 400, Lot 5
- Municipality & County: Long Branch, Monmouth Co.,

EXHIBIT 2

DEED NOTICE RE: INSTITUTIONAL CONTROL

Executive Description

This deed notice is established to ensure that all current and subsequent owners, operators and lessees will be advised of the conditions requiring this deed notice and are provided with copies of this deed notice. The restrictions of this deed notice are being instituted to be protective of public health and safety and the environment, and its objective is to ensure that the Restricted Area is not exposed or disturbed without proper protection and notice required thereby and in accordance with the applicable state regulations.

Refer to Exhibit 2 for a description of the affected (deed notice) area and details on the remaining soil contamination.

Monitoring / Inspection

Monitoring of the institutional control will consist of annual inspection of the entire property. The results of all inspections shall be documented in a logbook, which will be made available to the NYDNR upon request. The purpose of the monitoring is to determine that any disturbances of the soil in the Restricted Area did not result in the unnecessary exposure to soil contamination. Additionally, the protectiveness of the remedial action will be monitored in accordance with N.J.A.C. 7:26C-1.2(a)1, which requires specific monitoring actions and certifications every two years of the anniversary of the date stamped on the deed notice.

Maintenance

No maintenance specific to this deed notice / institutional control is required. On a biannual basis, the NYDNR will evaluate whether:

- There have been any land-use changes subsequent to the filing of the Deed Notice or the most recent biannual certification.
- The current land use on the property is consistent with the restrictions in this Deed Notice.
- Any newly promulgated or modified requirements of applicable regulations or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes the Deed Notice, and if so, ensure that the necessary sampling was conducted.

- Description of the physical characteristics of the site and the current site operations;
- Description of such remedial action for the site that is included in the deed notice;
- The results of the comparison of applicable laws and regulations;
- The dates and results of inspection and maintenance, including all test and sampling results (if any);
- Description of any changes in applicable laws, regulations or remediation standards and a proposal for any changes in the remedial action to comply with those changes;
- Description of any additional actions taken to ensure the protectiveness of the remedial action; and
- A conclusion as to whether each remedial action remains protective of public health and safety and the environment.

The persons responsible for monitoring the protectiveness of this remedial action shall certify to NJDEP that:

- the deed notice is properly maintained;
- the remedial action continues to be protective of public health and safety and the environment.

The certification will include the written monitoring report along with an electronic copy of the monitoring report and certification, in a read-only format acceptable to NJDEP. The certification and the written monitoring report will be submitted according to the required schedule (N.J.A.C. 7:262-8.4(n); 801).

The municipal and county clerks for the City of Long Branch and Monmouth County;

The local and county health department for Long Branch and Monmouth County, and any regional health departments;

Such owner of the property which is included in the deed notice, and

The NJDEP, at the appropriate address listed in N.J.A.C. 7:262-8.4(e)1, along with the name and address of each person that was sent a copy of the certification pursuant to N.J.A.C. 7:262-8.5(c)3(d), through all (as listed above).

As long as the NJDEP continues to oversee any aspect of remediation of the site, the required submissions, pursuant to N.J.A.C. 7:262-8.4(e)1, will be made to:

New Jersey Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Industrial Site Evaluation  
P.O. Box 020  
401 E. State Street  
Trenton, NJ 08625-0020

R# 205-14

**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 \$3,281.70.

BLOCK	LOT	OWNER	AMOUNT
87	4.0209	CitiMortgage, Inc. Account of: Montague, Steven & Julie PO Box 23689 Rochester, NY 14692	3,281.70

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THIS FOREGOING  
TO BE A TRUE, COMPLETELY AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-27-14  
IN WITNESS WHEREOF, I HAVE HEREBYUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS 28 DAY OF SEPTEMBER, 2014  
KATHY L. SCHMELZ, MUNICIPAL CLERK, R.M.C.

R# 207-16

**RESOLUTION AWARDING BID  
CONTRACT FOR  
BRIGHTON AVENUE ROAD RECONSTRUCTION**

**WHEREAS**, the City of Long Branch has the need to contract for **Brighton Avenue Road Reconstruction** and;

**WHEREAS**, through a fair and open process, the City has advertised to receive bids on September 22, 2016 for **Brighton Avenue Road Reconstruction** and the following bids were received as followed:

	Base Bid
P&A	\$272,678.33
J &G	\$297,626
New Prince	\$305,287
Black Rock	\$322,030.91
Earle Asphalt	\$333,713.13
Lucas construction Group	\$348,348
Vison	\$417,176.30
Fiore	\$422,930

**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 **P & A Construction, Inc.** 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-04-123-606**, in the amount of **\$272,678.33**,

**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 **P & A Construction**, for **Brighton Avenue Road Reconstruction**, in accordance with the bid specifications and proposal, for a sum not to exceed **\$272,678.33**.

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

OFFERED: Siranni  
SECOND: Pallone  
AYES: 4  
NAYES: 0  
ABSENT: 1 - Celi  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-27-16

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 28 DAY OF Sept 2016

*Kathy L. Schmelz*  
MUNICIPAL CLERK, L.B.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:

**IMPROVEMENTS TO BRIGHTON AVENUE**

Said contract being made as follows:

**P & A CONSTRUCTION, INC \$272,678.33**

Said funds being available in the form of:

**#C-04-123-606, \$272,678.33**

\_\_\_\_\_  
Michael Martin, Chief Financial Officer

\_\_\_\_\_  
9/22/16  
Date

**LEON S. AVAKIAN, INC. Consulting Engineers**

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1655-200-4)  
PETER R. AVAKIAN, P.E., P.L.S., P.P.  
MEHRYAR GHAFAI, P.E., P.P.  
GREGORY S. BLASH, P.E., P.P.  
LOUIS J. LOBROCO, P.E., P.P.  
GERALD J. RIBDA, P.E., P.P.  
ALAN P. HILLA, JR., P.E., P.P.  
WILLIAM D. PECK, P.E., P.P.

September 22, 2016

David J. Spaulding, Jr., Purchasing Agent  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

**Re: Brighton Avenue Road Reconstruction  
City of Long Branch  
Recommendation of Award  
Our file: LB 16-04**

Dear Mr. Spaulding:

Bids were received on Thursday, September 22, 2016 for above referenced project. Eight (8) contractors purchased bid documents and of those, eight (8) complete bids were received. The bid amount ranged from a low bid of \$272,678.33 to a high of \$422,930.00. The apparent low bidder is P & A Construction, Inc.

	Bidders	Bid Amount
1.	P & A Construction, Inc.	\$272,678.33
2.	JTG Construction	\$297,626.00
3.	New Prince Concrete Construction Co., Inc.	\$305,287.00
4.	Black Rock Enterprises, LLC	\$322,030.91
5.	Earle Asphalt	\$335,713.13
6.	Lucas Construction Group	\$348,348.00
7.	Vision Construction Group, Inc.	\$417,176.30
8.	Fiore Paving Company ,	\$422,930.00

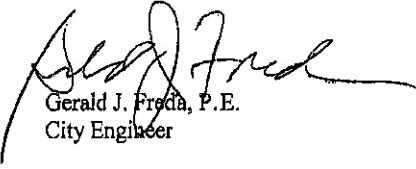
The references for the apparent low bidder, P & A Construction, Inc., P.O. Box 25, Colonia, NJ 07067 have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to P & A Construction, Inc., in the amount of \$272,678.33 for the bid subject to the favorable review of the bid bond by the City Attorney, and the availability of funding to complete the project.

LB 15-06  
September 22, 2016  
Page 2 of 2

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

SJA:mfl  
Enclosure  
cc: Howard H. Woolley, Jr. Administrator  
Michael Martin, CFO  
Kathy Schmelz, Clerk  
Fred Migliaccio, Director of DPW  
LB/16/16-04

REQUIRED BID DOCUMENTS TO BE SUBMITTED		BID DOCUMENTS		BID DOCUMENTS	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1	Traffic Control/Drain Plan	1	LS	\$0.01	\$0.00
2	Teri (Pall and white stricole)	12	UN	\$0.12	\$1.44
3	12" DIP Draining Pipe	58	IF	\$100.00	\$5,800.00
4	1" RCP Class V Challenge Pipe	75	IF	\$100.00	\$7,500.00
5	Drainage Inlet "Type 35"	2	UN	\$100.00	\$200.00
6	Drainage Ditchhouse Manhole	1	UN	\$0.00	\$0.00
7	Drainage Manhole	1	UN	\$100.00	\$100.00
8	Reactive Sustaining Sewer Lateral	20	UN	\$0.01	\$0.00
9	Rein Esterling Pipe Frame & Grade	10	UN	\$0.00	\$0.00
10	New Curb Poles, Typ "M" "ECO" and Bicycles	4	UN	\$40.00	\$160.00
11	Lower Manholes & Round Catchpits	10	UN	\$0.00	\$0.00
12	Reset Valve Boxes	15	UN	\$20.00	\$300.00
13	Rebar/Extrusion (Underreamed)	220	CF	\$0.01	\$0.00
14	Drain Grated Perguntas & Thiel	560	SF	\$16.00	\$8,960.00
15	Drain Grated Aggregate Unusable Area	500	SF	\$12.00	\$6,000.00
16	Hot Mix Asphalt (HMA) Base Course	1900	Tons	\$100.00	\$190,000.00
17	Fuel Price Adjustment	1	LS	\$100.00	\$100.00
18	Asphalt Fiber Adjustment	1	LS	\$400.00	\$400.00
19	Local Traffic Shoves	5200	IF	\$5.40	\$27,080.00
20	Local Traffic Mitigation	40	SF	\$20.00	\$800.00
Total Items 1-20				\$272,678.33	\$272,678.33
				\$305,287.00	\$305,287.00
				\$322,050.91	\$322,050.91
				\$336,713.3	\$336,713.3
				\$348,348.00	\$348,348.00
				\$417,170.30	\$417,170.30
				6	6
Bid Rank					

1. Black Rock Enterprises, LLC  
1315 Franklin Road  
Old Bridge, NJ 08867  
P.O. Drawer 556  
Fairington, NJ 07727  
Email: Airport  
Latitude Construction Group, Inc.  
P.O. Box 829  
Red Bank, NJ 07701  
10 Larry Street  
Edison, NJ 08817-3542

STABILIZATION OF BIDS: BRIGHTON AVENUE ROAD RECONSTRUCTION IN THE CITY OF LIVING BRANCH MONMOUTH COUNTY, NJ

6th December - December 22, 2011

R# 208-16

**RESOLUTION AWARDING CONTRACT FOR  
LEASE/PURCHASE OF (1) ONE 2017 FORD INTERCEPTOR  
UTILITY SUV FOR THE FIRE BUREAU**

**WHEREAS**, the City has the need to lease/purchase a Ford Interceptor Utility SUV for use by its Fire Bureau Division; and

**WHEREAS**, in accordance with NJAC 5:34-7.21,et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

**WHEREAS**, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for 36 month lease/purchase of a 2017 Ford Interceptor SUV (Contract # 47-CPCPS) Item #2 from Beyer Ford 170 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$28,625.00, in accordance with the documents annexed hereto, and it is the recommendation of the Building & Development Director that this equipment will meet the Division of Fire Bureau needs, and that it is in the City's best interest to award a contract to this company for said equipment; 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 36 month lease/purchase from the , **Appro. Line Item #T-14-100-121, in the amount of \$3,141.67,2016 Budget 06-01-126-399 \$7,200** with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation and/or provision of adequate funds in the 2017 and future budgets

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that a contract be awarded to Beyer Ford, for lease/purchase of a Ford Interceptor SUV (Contract # 47-CPCPS ) Item # 2 from Beyer Ford 175 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$28,625.00 in accordance with the terms and conditions of Cranford Police Cooperative Pricing System ( Contract # 47-0CPCPS ) Item #2.

**BE IT FURTHER RESOLVED** that, subsequent to execution of the contract documents by Beyer Ford, the City Hereby approves assignment of the lease payments to Ford Credit as detailed in the Cranford police Cooperative System proposal.

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

OFFERED: Siranni  
SECOND: Pallone  
AYES: 4  
NAYES: 0  
ABSENT: I - Celi  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT THE FOREGOING

TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 7-31-16

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 1st DAY OF Sept 2016



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:

**VEHICLE FIRE BUREAU LEASE**

Said contract being made as follows:

**BEYER FORD \$ 10,341.67**

Said funds being available in the form of:

**TRUST APPRO. # T-14-100-121 \$3,141.67, APPRO. # 6-01-126-399 \$7,200.00**

Michael Martin  
\_\_\_\_\_  
Michael Martin  
Finance Director, Chief Financial Officer

9/22/16  
\_\_\_\_\_  
Date



FORD CREDIT

Municipal Finance Department  
1 American Road, MD 7500  
Dearborn, Michigan 48126

September 15, 2016

Brooks Buxton  
Beyer Ford  
bbuxton@beyerfleet.com

RE: City of Long Branch, NJ, Quote #86021

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price			
1	2017 Ford Police Interceptor Utility	\$28,625.00			
Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount
\$29,170.00	3	Annual in Advance	6.50%	0.354531	\$10,341.67

\*\$545.00 underwriting fee included

EXPIRATION DATE: 12/31/2016

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

**Ford Credit Municipal Finance Program**

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for \$1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

*Evan Pleasant*

Evan Pleasant  
Marketing Coordinator  
epleasant@ford.com



We look forward to assisting you as we have other customers.

*"I purchase Fords through Ford Credit as an easy alternative to conventional financing. Good product, good rate, easy process, great support staff." J.J. Randall – Frankfort Park District, IL 02/15/2016*

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

Quote

To:	From:	Coert Seely
	Phone/Fax:	(973) 463-3065 / (973) 884-2650
	Vehicle	Beyer Fleet
	Pick Up	31 Williams Parkway
	Location	East Hanover, NJ 07936

## 2017 POLICE INTERCEPTOR SUV

CRANFORD

## CONTRACT #47-CPCPS, ITEM #2

**Mechanical**

Engine: 3.7L V6 Ti-VCT FFV  
 Transmission: 6-Speed Automatic  
 3.65 Axle Ratio (STD)  
 Transmission w/Oil Cooler  
 Automatic Full-Time All-Wheel Drive  
 Engine Oil Cooler  
 78-Amp/Hr 750CCA Maintenance-Free Battery

HD 220 Amp Alternator

Electric Power-Assist Steering

18.6 Gal. Fuel Tank

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS

**Exterior**

Wheels: 18" x 8" 5-Spoke Painted Black Steel

Tires: P245/55R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Body-Colored Front Bumper w/Black Rub Strip/Fascia

Black Power Side Mirrors w/Convex Spotter and Manual

Fixed Rear Window w/Fixed Interval Wiper

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Front Windshield -inc: Sun Visor Strip

Galvanized Steel/Aluminum Panels

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Projector Beam Led Low Beam Headlamps

LED Brakelights

entertainment

Radio: MyFord AM/FM/CD/MP3

Integrated Roof Antenna

**Interior**

60-40 Folding Split-Bench Front Facing Fold Forward Seatback

Manual Tilt Steering Column

Power Rear Windows and Fixed 3rd Row Windows

5 Person Seating Capacity

Remote Releases -inc: Power Trunk/Hatch

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Full Vinyl/Rubber Floor Covering

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power Adjustable Pedals

Power 1st Row Windows w/Driver And Passenger 1-Touch

Power Door Locks

Seat w/Vinyl Back Material

Manual Adjustable Front Head Restraints

2 12V DC Power Outlets

Air Filtration

Safety-mechanical

ABS And Driveline Traction Control

Safety-exterior

Side Impact Beams

Safety-interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st And 2nd Row Airbags

Rear Child Safety Locks

Rear Camera w/Washer

**Additional Contract Specific Items**

Two-Tone Paint  
 Drivervside Spotlight (LED)  
 Fleet Key (1435X)

Dark Car Feature  
 Cargo Dome Lamp  
 Noise Suppression

Base Price      \$      24,613.00

**Options for Interceptor SUV**

Fleet Key Code 1284X	\$	
Solid Color Paint	\$	(100.00)
3.5L EcoBoost Engine	\$	3,433.00
Front Headlamp/ Police Interceptor Housing Drilled	\$	125.00
Tail Lamp Interceptor Housing Drilled	\$	60.00
(4) Remappable Steering Wheel Switches	\$	202.00
SYNC	\$	292.00

**Option Total**    \$    **4,012.00**

**Budget Total**    \$    **28,625.00**

Date:    9/15/2016

Quote is good for 60 Days

R# 209-16

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: Sirianini

SECONDED: Pallone

AYES: 4

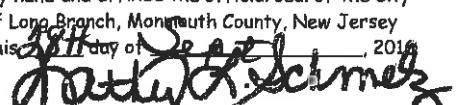
NAYES: 0

ABSENT: 1 - Celi

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  
9-07-16

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 18 day of September, 2016

  
Kathy L. Schmelz, RMA  
City Clerk



Roley Incorporated	Vehicle Parts & Supplies - DPW	711.65
Gannett Satellite Information	Legal Ads - City Clerk - August 2016	4,610.15
Gary Davis	700.00	
Gateway Code Publishers	Medical Performance - Fundraiser 9/17/16	235.00
Geoffrey Wall	Revolvers - Municipal Court	
Greenbaum, Rowe, Smith & Davis	Coddy Criminals - City Clerk	
Greenbaum, Rowe, Smith & Davis	Paper Shredding Service - Various Departments	
Greenbaum, Rowe, Smith & Davis	Professional Services - COAH Planning - August 2016	
Greenbaum, Rowe, Smith & Davis	Professional Services - General Redevelopment - August 2016	
Greenbaum, Rowe, Smith & Davis	Musical Performance - Scott Kelly Langston - August 2016	
Heather Hollis Valdez	Uniform Reimbursement - Police	
Hecht Trailers, LLC	Vehicle Parts - DPW	
Hilson Pest Control	Pest Control - Health - September 2016	
House Depot Credit Services	Miscellaneous Materials & Tools - Various Departments	
Hudson Blue Cross Blue Shield	Dental Insurance - September 2016	
Hunter	Auto Parts & Supplies - DPW	
Jacob L. Jones	Call Home Allowance - July - September 2016	
James Parnell	Fuel Reimbursement - DPW	
Jersey Central Power & Light	Electric - Various Departments	
Jersey Elevator Co., Inc.	Electric - Various Departments - Bills Dated 07/30/16 - 09/01/16	
John's Auto & Truck Repair	Elevator Maintenance - City Hall - September 2016	
Joseph Fazio - Walk, LLC	Towing Services - DPW	
JFC Enterprises, Inc.	Vehicle Parts & Repair - DPW	
Lanigan Associates, Inc.	Janitorial Supplies - Various Departments	
Lexis Nexis Risk Solutions	Tools & Equipment - Building	
Long Branch Chamber of Commerce	Vehicle Parts & Supplies - DPW	
Long Branch Historical Museum Association	Full Page Ad - Fundraiser for Church of Presidents Museum - Mayor's Office	
Mark White, Ph. D.	Assessment - Police	
Mary Moses	Travel Reimbursement - Rutgers RMC Classes - City Clerk	
Mazza & Sons, Inc.	Year Round Shuttle Service - August 2016	
Mid-Atlantic Transportation	Recycle Tires - Recycling - Aug 14/16	
Middlesex County Board of Health	Vehicle Parts & Supplies - DPW	
Municipal Court of Livingston	Chemist X-Ray - Health	
Music Men Productions, Ltd	Methods of Instruction Course - Police	
New Jersey American Water Co.	Registration for All Functions NJLM 11/2014 - Municipal Court	
Office Concepts Group	Sound - Fundraiser 9/17/16	
Peter King Service Co., Inc.	Water - Various Departments - Bill Dated 07/09/16 - 08/22/16	
Plato's Caffen, LLC	Janitorial Supplies for City Hall Building - Public Facilities	
Prowanager LLC	Install Direct Housing & 2 Particulate Filters - DPW	
Quality Rebuilders	Professional Services - General Labor Matters	
Red Bank Recycling & Auto Wreckers	Computer Equipment & Supplies - Police	
Red the Uniform Tailor	Vehicle Repair - DPW	
Republi Service of NJ, LLC	Mirrors - DPW	
Riegels Incorporated	Uniform Service - Police	
Rutgers State University	Diagonal - Bulky Waste - 08/16/16 - 08/31/16, 06/08/16 - 06/12/16	
Rutgers State University Center of Alcohol Studies	Diagonal Fuel & Unleaded Gasoline	
Sabre Shoprite, Inc.	Registration - M. Mass - City Clerk	
Sabrene Market	Trition Staff Recruitment	
Santa Cruz Gunlocks, LLC	Tuition - R. Taylor - Human Services	
SCS Engineers	Cell Phone Allowance - Senior Affairs - 8/30/16	
Site One Landscape Supply	Gun Racks - Police	
Six's Sports	Food for Brunch Bangs - Senior Affairs - July - September 2016	
Soccer Balls - Recreation	Site One Waste System Study - 07/31/16	
	Chemicals - Parts	
	Soccer Balls - Recreation	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Stavola Asphalt Company, Inc.	
Technology	
Tool Fire Operators, Inc.	
Teresa Giordano	
The Link News	
<b>Town Auto Parts</b>	
Treasurer, County of Monmouth	
Tropicana Camo & Resort	
Truck Pro LLC	
Vantage Point, R. E. Dev. Mgmt., LLC	
Verizon	
W.B. Mason	
WF Gear	
Windstar.com	
Wireless Communications & Electronics	
Wireless Communications & Electronics	
<b>TOTAL CURRENT</b>	
City of Long Branch, Clearing Account	
City of Long Branch, Cleaning Account	
Greenbaum, Ron, Smith & Davis	
Rosano Trucking, Inc.	
TAC Fire Apparatus, Inc.	
TDG-NJ LLC	
Vantage Point, R. E. Dev. Mgmt., LLC	
Virtual FX LLC	
Wireless Communications & Electronics	
To Reimburses Cleaning Account	
To Reimburse Cleaning Account	
Professional Services - Fire Design - August 2016	
Bailey/Louds - City Owned Property	
Pete Pumper - Police	
Professional Services - Pier - Phase II - 08/30/16	
Professional Services - Pier - Phase II - August 2016	
2016 Honda, Lettering - Ocean Rescue	
Police Car Video Cameras	
<b>TOTAL CAPITAL</b>	
Auto Parts	
City of Long Branch, Clearing Account	
City of Long Branch, Cleaning Account	
To Reimburse Cleaning Account	
City of Long Branch, Cleaning Account	
City of Long Branch, Payroll Agency Account	
City of Long Branch, Payroll Agency Account	
Debra Nagel	
Horton Blue Cross Blue Shield	
Long Branch Animal Hospital	
Michael Kern	
NJ Dept. of Health & Senior Services	
Vision, Service Plan	
<b>TOTAL ANIMAL CONTROL</b>	
To Reimburses Cleaning Account	
To Reimburse Cleaning Account	
To Reimburse Cleaning Account	
To Reimburse Cleaning Account	
Health Benefits - September 2016	
Health Benefits - September 2016	
Payroll Dated 9/19/16	
Payroll Dated 9/19/16 - FICA/Medicare	
Life Insurance - September 2016	
Uniform Reimbursement - Animal Control	
Dental Insurance - September 2016	
Animal Shelter Services - August 2016	
Call Home Allowance - August - September 2016	
Dog License Fee - August - September 2016	
Vision Insurance - September 2016	
<b>Asphalt for Potholes - Street Coat. &amp; Maint.</b>	
DRP Compliance Testing - DPW	
Tool Maintenance - Fire	
Call Phone Allowance - July - September 2016	
Legal Adv. - May - July 2016	
Refund Overpayment of Taxes Rate. #194-16	
Dumping Fees - Recycling/Solid Waste Disposal - August 2015	
NJ League of Municipalities Reservation - C. Turner - Planning	
Auto Parts - Scrutinization	
Professional Services - General Redevelopment - August 2016	
Telephone Service - Various Departments - Bill Dated 8/25/16	
Vision Insurance - September 2016	
Miscellaneous Office Supplies - Various Departments	
Tools & Equipment - Fire	
Internet Service - Central - Bill Dated 9/4/16	
Tools & Equipment - Various Departments	
Panasonic Toughbooks - Police	
<b>3,882,518.47</b>	
Miscellaneous Auto Parts - Animal Control - August 2016	
To Reimburse Cleaning Account	
To Reimburse Cleaning Account	
To Reimburse Cleaning Account	
To Reimburse Cleaning Account - Payroll Dated 9/19/16	
Health Benefits - September 2016	
Health Benefits - September 2016	
Payroll Dated 9/19/16	
Payroll Dated 9/19/16 - FICA/Medicare	
Life Insurance - September 2016	
Uniform Reimbursement - Animal Control	
Dental Insurance - September 2016	
Animal Shelter Services - August 2016	
Call Home Allowance - August - September 2016	
Dog License Fee - August - September 2016	
Vision Insurance - September 2016	
35,096.17	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

\* DENOTES PREPAY

**RESOLUTION APPOINTING JAMES BUTLER, ESQUIRE AS MUNICIPAL PROSECUTOR, PATRICK D. HEALY,  
ESQUIRE AS ALTERNATE PROSECUTOR AND RICHARD KIEL, ESQUIRE AS PUBLIC DEFENDER FOR THE  
CITY OF LONG BRANCH, *NUNC PRO TUNC***

**WHEREAS**, James Butler, Esquire currently serves as the Municipal Prosecutor for the City of Long Branch pursuant to a contract approved annually by the Purchasing Department of the City of Long Branch; and

**WHEREAS**, Patrick D. Healy, Esquire serves as Alternate Municipal Prosecutor for the City of Long Branch pursuant to a contract approved annually by the Purchasing Department of the City of Long Branch; and

**WHEREAS**, Richard Keil, Esquire serves as Public Defender for the City of Long Branch pursuant to a contract approved annually by the Purchasing Department of the City of Long Branch; and

**WHEREAS**, all said attorneys have been serving the City in the above capacity since 2014; and

**WHEREAS**, it has been determined by the Municipal Court Administrator that a Resolution *nunc pro tunc* is necessary under Court Rules and Procedures to confirm the employment and the appointment of above said individuals as the Municipal Prosecutor, Alternate Municipal Prosecutor and Public Defender for the City of Long Branch to act in its Municipal Court; and

**WHEREAS**, said Resolution would be in the best interest of the citizens of the City of Long Branch; and

**NOW, THEREFORE, BE IT RESOLVED** that James Butler, Esquire is hereby appointed as Municipal Prosecutor for the City of Long Branch as of 25<sup>th</sup> day of November, 2014, *nunc pro tunc*; and

**BE IT FURTHER RESOLVED**, that Patrick D. Healy, Esquire is hereby appointed as Alternate Municipal Prosecutor for the City of Long Branch as of 25th day of November, 2016, *nunc pro tunc*; and

**BE IT FURTHER RESOLVED**, that Richard Kiel, Esquire is hereby appointed as Public Defender for the City of Long Branch as of 9<sup>th</sup> day of March, 2004 *nunc pro tunc*.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be served upon the Municipal Court Judge and the Municipal Court Administrator for the City of Long Branch within three (3) days of the date of this Resolution.

MOVED: *Sirianini*  
SECONDED: *Pattone*  
AYES: *4*  
NAYES: *0*  
ABSENT: *I-Celli*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-29-10  
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 20 DAY OF 20  
MUNICIPAL CLERK, E.M.C.