

**RESOLUTIONS ADOPTED BY CITY COUNCIL 2-23-16**

**R41-16** RESOLUTION AWARDDING CONTRACT FOR PURCHASE OF TURNOUT GEAR, AND SAFETY EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY (SKYLANDS AREA FIRE EQUIPMENT)

**R42-16** RESOLUTION AWARDDING 24 MONTH CONTRACT FOR BRUSH GRINDING AT DPW ATLANTIC AVENUE YARD (MAZZA MULCH, INC.)

**R43-16** RESOLUTION AUTHORIZING VERIZON WIRELESS TO USE EXISTING FACILITIES FOR SMALL NETWORK NODES

**R44-16** RESOLUTION REMOVING SCHOOL ZONE SPEED LIMIT SIGN – JOLINE AVENUE

**R45-16** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH OFFICE OF EMERGENCY MANAGEMENT TO ACCEPT FUNDS FROM A SUB GRANT AWARD OF THE FEDERAL FISCAL YEAR 2015 OF EMERGENCY MANAGEMENT AGENCY ASSISTANCE PROGRAM FUNDING AND FOR THE CHIEF FINANCIAL OFFICER OF THE CITY OF LONG BRANCH TO AMEND THE BUDGET AND CERTIFY THE AVAILABILITY OF FUNDS

**R46-16** RESOLUTION AWARDDING BID FOR LEASE OF THE CONCESSION STANDS ALONG THE BOARDWALK (PARK EATS LLC)

**R47-16** RESOLUTION APPROVING MINOR DESIGN CHANGES FOR THE FEM SOUTH BEACH, LLC REDEVELOPMENT PROJECT

**R48-16** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

**R49-16** RESOLUTION 2016 EMERGENCY TEMPORARY APPROPRIATIONS

**R50-16** RESOLUTION APPROVAL PAYMENT OF BILLS

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R# 41-16

**RESOLUTION AWARDING CONTRACT FOR  
PURCHASE OF TURNOUT GEAR, AND SAFETY EQUIPMENT  
FOR THE DEPARTMENT OF PUBLIC SAFETY**

**WHEREAS**, the City has the need to purchase turnout gear and safety equipment for use by the Division of Fire, in the Department of Public Safety; and

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

**WHEREAS**, there exist New Jersey State Contracts for said equipment from various vendors, and it is the recommendation of the Fire Chief and Public Safety Director that the brands of equipment, as detailed in Attachments A, annexed hereto, will best meet the needs of the Department; 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 purchase from 6-01-066-351 in the amount of \$37,225.72

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that a contract is awarded to **Skylands Area Fire Equipment** for purchase of Firefighting Gear and Equipment as detailed in attached quote, in accordance with the terms and conditions on New Jersey State Contract # A 80948, for a sum not to exceed **\$37,225.72**

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

OFFERED: Sirianni  
SECOND: Bastelli  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: \_\_\_\_\_

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 2-23-16  
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 24th DAY OF Feb 2016  
Kathy L. Scheele  
MUNICIPAL CLERK

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

**CONTRACT TO PURCHASE TURNOUT GEAR AND SAFETY EQUIPMENT  
FIRE DIVISION**

Said contract being made as follows:

**SKYLANDS AREA FIRE EQUIPMENT \$37,225.72**

Said funds being available in the form of:

**6-01-066-351, For \$37,225.72**

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

2/10/16  
Date

# SKYLANDS AREA FIRE EQUIPMENT & TRAINING LLC

23 Hamburg Turnpike, Unit A  
Riverdale, NJ 07457

Phone: 9735793473 Fax: 973-859-0904  
SALES@SAFE-TONLINE.COM www.SAFE-Tonline.com



**Quote # 4310**

**Proposal Date: 1/26/2016**

**Bill To:**  
Long Branch Fire Dept.  
344 Broadway  
Long Branch, NJ 07740  
Attn. Fire Dept.

**Ship To:**  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740  
Attn. Fire Dept.  
*STATE CONTRACT # 80948*

Rep:	Terms	Valid Until	FBB	State Contract #
JG	Net 30	03-31-2017	Prepaid	80948 - 80958

Qty.	Item	Description	Item #	Unit Price	Total
9	Tails	LTO-34A3 Tail Black -Long Branch Fire Dept. J. Guidetti, R. Kreuz 152 x 2, D. Phillips 170, J. Migliaccio 175, P. Banach, J. Parnell, R. Cattelona 160, M. Mara	NJLONB00102	1,369.14	12,322.26
9	Pants	LTO-34A3 Pants Black -Long Branch Fire Dept. J. Guidetti, R. Kreuz 152 x 2, D. Phillips 170, J. Migliaccio 175, P. Banach, J. Parnell, R. Cattelona 160, M. Mara	NJLONB00103	1,001.60	9,014.40
1	Tails	LTO-34A3 Tail Black -Long Branch Fire Dept. with OPTIONAL ORANGE STRIPE T. Somers 154	NJLONB00102	1,369.14	1,369.14
1	Pants	LTO-34A3 Pants Black -Long Branch Fire Dept. with OPTIONAL ORANGE STRIPE T. Somers 154	NJLONB00103	1,001.60	1,001.60
4	Coat	S12 24FD Coat Black -Long Branch Fire Dept. ALPHA Sizes	NJLONB00107	710.15	2,840.60
4	Pants	S72 24FD Pant Black -Long Branch Fire Dept. ALPHA Sizes	NJLONB00106	463.43	1,853.72
14	BenLR-EZ-LST-B	Ben LR Helmet with NFPA EZ Flips, Stabilizing Bracket & Lime/Silver Scotchlite Trapezoids- Color Black	NJLONB00095	266.00	3,724.00
1	BT5007-9 E	5007-9 E Pro Series 14" Structural Firefighting Bunker Boot, NFPA T. Somers		348.00	348.00
2	BT5007-10 EEE	5007- 10 EEE Pro Series 14" Structural Firefighting Bunker Boot, NFPA P. Banach & D. Phillips		348.00	696.00
1	BT5007-10.5 E	5007- 10.5 E Pro Series 14" Structural Firefighting Bunker Boot, NFPA J. Migliaccio		348.00	348.00
1	BT5007-11 EEE	5007- 11 EEE Pro Series 14" Structural Firefighting Bunker Boot, NFPA J. Parnell		348.00	348.00
4	BT5007-12 EEE	5007- 12 EEE Pro Series 14" Structural Firefighting Bunker Boot, NFPA R. Cattelona, M. Mara, R. Kreuz x 2		348.00	1,392.00
Thank you for the opportunity to quote!			<b>Total</b>		

Dept. Po/Voucher will be submitted Yes No (circle one)

If yes PO # \_\_\_\_\_

Date \_\_\_\_\_

\*A valid Purchase Order must be received before the order is processed\*

Approved by: \_\_\_\_\_

Page 1 Print Name: \_\_\_\_\_

# SKYLANDS AREA FIRE EQUIPMENT & TRAINING LLC

23 Hamburg Turnpike, Unit A  
Riverdale, NJ 07457

Phone: 9735793473 Fax: 973-859-0904  
SALES@SAFE-TONLINE.COM www.SAFE-Tonline.com



**Quote # 4310**

**Proposal Date: 1/26/2016**

Bill To:
Long Branch Fire Dept. 344 Broadway Long Branch, NJ 07740 Attn: Fire Dept.

Ship To:
City of Long Branch 344 Broadway Long Branch, NJ 07740 Attn: Fire Dept.

Rep:	Terms:	Valid Until:	FOB:	Store Contract #:
JG	Net 30	03-31-2017	Prepaid	80948 - 80958

Qty.	Item	Description	Item #	Unit Price	Total
1	BT5007-13 EEE	5007- 13 EEE Pro Series 14" Structural Firefighting Bunker Boot, NFPA J. Guidetti		348.00	348.00
4	Fire Hunter® USA...	502004 Fire Hunter® USA, NFPA 1971, 1992 - 11 Wide Sizes to be determined		260.00	1,040.00
10	PT8-FUSIONSC-L	Pro-Tech 8, Fusion Short Cuff Size L		58.00	580.00
Thank you for the opportunity to quote!				<b>Total</b>	<b>\$37,225.72</b>

Dept. Po/Voucher will be submitted Yes No (circle one)

If yes PO # \_\_\_\_\_

Date \_\_\_\_\_

\*A valid Purchase Order must be received before the order is processed\*

Approved by: \_\_\_\_\_

Page 2 Print Name: \_\_\_\_\_

**RESOLUTION AWARDING 24 MONTH CONTRACT  
FOR BRUSH GRINDING AT  
DPW ATLANTIC AVENUE YARD**

**WHEREAS**, the City advertised to receive bids on February 9, 2016, for a contract for on-site grinding, transport and disposal of brush at its Atlantic Avenue Public Works Yard, and the following bids were received:

<b>Mazza Mulch, Inc.</b> (\$3.49 cubic yard)	<b>\$87,250</b>
<b>Britton Industries</b> (\$6.99 cubic yard)	<b>\$174,750</b>

**WHEREAS**, bid documents were reviewed by the Purchasing Agent and found to be in order, and it is the recommendation of the Public Works Director that it is in the City's best interest to award a contract to **Mazza Mulch, Inc.** as the lowest valid bidder, and :

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this purchase from the 2016 Budget, Department of Public Works, Division of Recycle/Solid Waste Disposal, Appropriation Line Item #6-01-057-529, in the amount of **\$32,025, with continuation of the contract contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2016 and future Budgets.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that a contract for on-site grinding, transport and disposal of up to 25,000 cubic yards of brush be awarded to **Mazza Mulch, Inc.**, in accordance with the bid specifications and proposal, for a sum not to exceed **\$87,250.00.**

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

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

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 2-23-16  
 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 24th DAY OF FEB 2016  
Kathy L. Schemel  
 MUNICIPAL CLERK, R.N.J.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:

**24 MONTH CONTRACT FOR DISPOSAL OF BRUSH GRINDING**

Said contract being made as follows:

**MAZZA MULCH, INC. \$87,250.00**

Said funds being available in the form of:

**RECYCLING-BRUSH. # 6-01-057-529 \$32,025.00**

**\* CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2016 ADOPTED AND FUTURE BUDGETS.**

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

2/9/16  
Date

R 43-16

**RESOLUTION AUTHORIZING VERIZON WIRELESS  
TO USE EXISTING FACILITIES FOR SMALL NETWORK NODES**

WHEREAS, New York SMSA Limited Partnership, d/b/a Verizon Wireless ("Verizon Wireless"), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, Verizon Wireless has entered into agreements with parties that have the lawful right to maintain poles in the public right-of-way pursuant to which Verizon Wireless may jointly use such poles erected within the public right-of-way in the City of Long Branch; and

WHEREAS, New Jersey law permits such joint use provided that there is the consent of the relevant municipality;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY THAT:

1. Permission and authority are hereby granted to Verizon Wireless and its successors and assigns, to jointly use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in the City of Long Branch, subject to the following:
  - A. Verizon Wireless, and its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements related to the use of the public right-of-way.
  - B. Verizon Wireless, and its successors and assigns, shall comply with all applicable Federal, State, and Local laws requiring permits prior to beginning construction, and shall obtain any applicable permits that may be required by the City of Long Branch.
  - C. Such permission be and is hereby given upon the condition and provision that Verizon Wireless, and its successors and assigns, shall indemnify, defend and hold harmless the City of Long Branch, its officers, agents, and servants, from any claim of liability or loss or bodily injury or property damage resulting from or arising out of the acts or omissions of Verizon Wireless or its agents in connection with the use



and occupancy poles located within the public right-of-way, except to the extent resulting from the acts or omissions of the City of Long Branch.

- D. Verizon Wireless shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Verizon Wireless shall include the City of Long Branch as an additional insured.
- E. Verizon Wireless shall be responsible for the repair of any damage to paving, existing utility lines, or any surface or subsurface installations, arising from its construction, installation or maintenance of its facilities.
- F. Notwithstanding any provision contained herein, neither the City of Long Branch nor Verizon Wireless shall be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this instrument.
- G. This instrument shall be adopted on behalf of the City of Long Branch by the City Council of the City of Long Branch and attested to by the City of Long Branch Clerk who shall affix the City of Long Branch seal thereto.
- H. The permission and authority hereby granted shall continue for the same period of time as the grant to parties whose poles Verizon Wireless is jointly using.

STATEMENT

This resolution authorizes Verizon Wireless to jointly use poles erected within the public right-of-way of the City of Long Branch by parties that have the lawful right to maintain such poles.

SO MOVED: *Sirianni*  
SECOND: *Bastelli*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATIE L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 2-23-16  
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 24th DAY OF Feb 2016  
*Katie L. Schmeltz*  
MUNICIPAL CLERK, E.T.C.

R 44-16

**RESOLUTION REMOVING SCHOOL ZONE SPEED LIMIT  
SIGN – JOLINE AVENUE**

**WHEREAS**, a survey was conducted by the New Jersey Department of Transportation (NJDOT) and the Bureau of Traffic Engineering to upgrade existing pedestrian signage along Route NJ 36 (Joline Avenue) between Myrtle Avenue and Liberty Street in the City of Long Branch; and

**WHEREAS**, based upon a field investigation conducted and a review of a School Zone Data Form for the former site of the Gregory Elementary School, 157 Seventh Avenue, it is determined that the signs are no longer applicable since the Gregory Elementary School no longer exists along Route 36.

**WHEREAS**, it is the recommendation of the NJDOT that the existing "25 MPH School Zone Speed Limit" be removed.

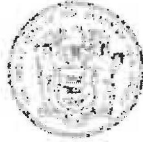
**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby support the actions of the NJDOT in removing the "25 MPH School Zone Speed Limit" sign removal.

MOVED: *Siranni*  
SECOND: *Bastelli*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, RAMY L. SCHEERL, 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 9-23-16

IN WITNESS WHEREOF, I HAVE HERUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 23rd DAY OF SEPTEMBER, 2016  
*Ramy L. Scheerl*  
MUNICIPAL CLERK, R.M.C.



State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
TRENTON, NEW JERSEY 08625-0600

CHRIS CHRISTIE  
Governor

RICHARD T. HAMMER  
Acting Commissioner

KIM GUADAGNO  
Lt. Governor

**SCHOOL ZONE SPEED LIMIT**  
Route NJ 36 (Joline Avenue)  
Gregory Elementary School Zone  
Long Branch City  
Monmouth County

January 26, 2016

Kathy L. Schmetz, RMC  
Long Branch City Clerk  
344 Broadway, 2<sup>nd</sup> Floor  
Long Branch, New Jersey 07740

Dear Ms. Schmetz:

This is in reference to a survey being conducted by New Jersey Department of Transportation (NJDOT) and the Bureau of Traffic Engineering (BTE) to upgrade existing pedestrian signage along Route NJ 36 (Joline Avenue) between Myrtle Avenue (CR 29) and Liberty Street, in the City of Long Branch, Monmouth County.

Based upon a field investigation conducted by this office, and review of a School Zone Data Form, dated 12/9/2014, by Corporal Cesare Simonelli of the Long Branch Police Department, documenting the designated school crossings along Route NJ 36 (Joline Avenue) for the Anastasia Elementary School, in Long Branch City. School crossing signage will be upgraded or installed at the designated school crossings along Route NJ 36 at the intersections of Seventh Avenue, Sixth Avenue and Rockwell Avenue. During the field investigation, we observed that the former site of the Gregory Elementary School, 157 Seventh Avenue in the City of Long Branch, has been converted into an apartment building (Gregory School Apartments). Our records indicate that Route NJ 36 (Joline Avenue) has an existing "25 MPH School Zone Speed Limit" for the "former" Gregory Elementary School Zone, which is no longer applicable. Since the Gregory Elementary School no longer exists along Route NJ 36, it is recommended that the existing "25 MPH School Zone Speed Limit" be removed.

In order to legally remove this "School Zone Speed Limit", the New Jersey Department of Transportation is required to promulgate a Traffic Regulation Order (TRO). An initial step in the TRO process is to receive a Resolution of support from the municipal governing body. It is therefore requested that a certified adopted Resolution of support containing the raised seal of the City of Long Branch be submitted to this office to read substantially as follows:

**In the City of Long Branch:**

**Speed Limits:**

(DELETE)

**"25 MPH when passing through the Gregory Elementary School zone, during recess when the presence of children is clearly visible from the roadway or while children are going to or leaving school, during opening or closing hours"**

Should you have any questions regarding this matter, please contact Principal Traffic Investigator, Charles R. Reilly at (609) 530-2655. Please enclose a copy of this letter with any further correspondence concerning this matter in order to expedite the process.

Sincerely,



Michael E. Mihalic  
Supervisor, Traffic Investigations  
Bureau of Traffic Engineering

C: Jason Roebuck, Director of Public Safety, City of Long Branch

Lt. Shirley

Pt. Hurston

Pt. Simonelli

H. Woolley

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH OFFICE OF EMERGENCY MANAGEMENT TO ACCEPT FUNDS FROM A SUB GRANT AWARD OF THE FEDERAL FISCAL YEAR 2015 OF EMERGENCY MANAGEMENT AGENCY ASSISTANCE PROGRAM FUNDING AND FOR THE CHIEF FINANCIAL OFFICER OF THE CITY OF LONG BRANCH TO AMEND THE BUDGET AND CERTIFY THE AVAILABILITY OF FUNDS**

**WHEREAS**, the City of Long Branch Office of Emergency Management has been awarded Emergency Management Agency Assistance Sub Grant Program ("EMAA") from the New Jersey State Police Office of Emergency Management Agency available for successful applicants funded through the FY2015 Emergency Management Performance Grant for the dates of July 1, 2016 through June 30, 2016; and

**WHEREAS**, the Sub Grant consisting of a total amount of \$14,063.81 (including \$7,000.00 Federal Award and \$7,063.81 Local Matching Funds) which the Long Branch Office of Emergency Management will satisfy with the Office of Emergency Management's existing salaries and wages.

**BE IT RESOLVED**, by the City Council that the Mayor, the Chief Financial Officer and the Emergency Management Coordinator are hereby authorized to sign the required Grant Applications/Sub Grant Award documents with the New Jersey State Police, Office of Emergency Management.

**BE IT FURTHER RESOLVED**, that copies of this Resolution shall be forwarded to the New Jersey State Police Office of Emergency Management, the Passaic County Office of Emergency Management; the Director of the Division of Local Government Services; the Office of Emergency Management, the Mayor and the Chief Financial Officer.

MOVED: *Sirianni*  
SECOND: *Bastelli*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, PAUL L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-23-16  
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 23 DAY OF SEPTEMBER, 2016  
*Paul L. Schwelz*  
MUNICIPAL CLERK, R.M.S.

**New Jersey State Police**  
**Emergency Management Section**  
**Emergency Management Agency Assistance - Emergency Management Performance Grant**

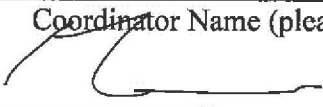
City of Long Branch      **Municipal Work Plan - FY2015**

1. Provide to the County Office of Emergency Management detailed quarterly performance reports outlining the activities that your municipal organization has completed in order to satisfy all of the requirements below, providing supporting documentation as proof of the activity. The quarterly reports are due no later than October 10, 2015, January 10, 2016, April 10, 2016, and July 10, 2016 respectively (or within 14 days of your subaward obligation notification, whichever is sooner). Additionally, provide to the County OEM a final year-end financial report no later than July 10, 2015.
2. Complete a review of the Municipal Emergency Operations Plan as per NJOEM Directive 101. The EOP must emphasize the all-hazards approach. Based upon changes in the Municipalities hazard analysis, OEM staffing, or resources; make revisions to the EOP as necessary. The Municipal EOP requires an annual review. This should be accomplished at one of the Municipal LEPC meetings and documented in a quarterly performance report. The Municipal EOP needs to be submitted, through the County OEM, to the NJOEM Regional Office, for re-certification every four years.
3. The Municipal OEM will exercise their EOP in conformance with NJOEM's Exercise Program Guidelines.
4. Provide a list of training courses attended by Municipal OEM staff. The Municipal Coordinator must identify twenty four hours of continuing emergency management education.
5. The Municipality shall conduct a minimum of two meetings of the Municipal LEPC. These meetings should include municipal chief executives, department heads and volunteer agencies to thoroughly review the Municipal EOP. The review should include a discussion as to the roles and responsibilities of municipal departments and agencies during emergencies.
6. Attend at least 75% of all municipal coordinator meetings conducted by the County OEM.
7. The Municipality will enhance shelter preparedness by participating in NJOEM hosted meetings if called upon. The Municipality will also have at least one representative participate in a NJOEM sponsored Community Mass Care Management course, or an equivalent Red Cross Shelter Course.
8. Submit all Municipal reports, supporting documentation, communications, and paperwork associated with this subaward, through the County OEM, to the NJOEM Regional Office via NJEMGrants, or as directed by NJOEM.

WORKPLAN ACCEPTED BY:

Stanley Dziuba

\_\_\_\_\_  
Coordinator Name (please print)

  
\_\_\_\_\_  
Coordinator Signature

12/4/2015  
Date

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL  
SUBAWARD**

<b>PROJECT TITLE</b> FY15 EMPG CITY OF LONG BRANCH EMAA	<b>SUBAWARD AMOUNT</b>
<b>SUBRECIPIENT</b> CITY OF LONG BRANCH	Federal \$ 7,000.00 Match \$ 7,063.81 Total \$ 14,063.81
<b>DUNS NO.</b> 081981193	<b>Subrecipient Indirect Cost Rate (ICR)</b> N/A
	<b>CFDA NO.</b> 97.042 <b>CFDA AMOUNT</b> \$350,100,000
<b>FEDERAL AWARD IDENTIFICATION NO.</b> EMW2015-EP-00025	<b>FEDERAL AWARD DATE</b> 7/13/15
<b>FEDERAL AWARDDING AGENCY</b> FEMA	<b>FEDERAL AWARD AMOUNT</b> \$8,440,219.00 <b>L&amp;PS ICR</b> 2.52%
<b>STATE ACCOUNT NO.</b> 15-100-066-1200-726	<b>DATE OF AWARD</b> 1/27/16

In accordance with Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 *et seq.*), the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. The applicant will provide an in-kind match for the non-federal amount required to compensate the Office of Emergency Management staff, as per the EMAA Subaward Budget Detail Worksheet, to complete the tasks listed on the FY15 Workplan.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, *et seq.*) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY

Signature of Authorizing Official  
Adam Schneider, Mayor  
Typed Name of Official and Title  
  
\_\_\_\_\_  
2/8/2016  
Date

\_\_\_\_\_  
Attorney General or Designee  
  
\_\_\_\_\_  
Date

Subaward Number: FY15-EMPG-EMAA-Long Branch

Subaward Period: 7/1/15 – 6/30/16

Subrecipient Fiscal Year Start Date 01/01

Contact:  
SFC Marc Pellegrino #6522  
Marc.Pellegrino@gw.njsp.org  
973-227-3072

## REQUIRED RESOLUTION AND CERTIFICATION

To participate in the Federal grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification approving your acceptance of federal funds and your participation in the federal grant program administered by the State of New Jersey, Department of Law & Public Safety.

**Resolutions developed by your agency or jurisdiction for your exclusive use may be used;<sup>1</sup> however, your Resolution must include the following data elements:**

- The name of the Subrecipient's Unit of Government/Non-Profit Organization; City of Long Branch
- The name of the Federal Grant Program; FY15 EMPG City of Long Branch EMAA
- The Subaward number; FY15-EMPG-EMAA-LongBranch
- The Subaward period; 7/1/15 - 6/30/16
- The total amount of the award (this must include and specify the Federal amount and any required county and local in-kind or cash match); \$14,063.81
- Language indicating that the Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward; and
- Language indicating that the Subrecipient is accepting the specific grant of funds for the purpose described in the application.

**Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.**

I have attached other documents for backup.....THANKS!!!

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<sup>1</sup> If your Jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



R# 46-16

## RESOLUTION AWARDING BID FOR LEASE OF THE CONCESSION STANDS ALONG THE BOARDWALK

**WHEREAS**, the City of Long Branch has determined that it is in the best interest of the City and the general public to lease the buildings, located at the City-operated West End public bathing beach, Cottage Place and Bath Avenue and the boardwalk, Long Branch, New Jersey, for use as a concession stands; and

**WHEREAS**, in accordance with N.J.S.A. 40A:12-14(a), the governing body is permitted to authorize leasing of real property in this manner; and

**WHEREAS**, the City Council, by adoption of Resolution R #24-16 has set the terms and conditions for a three year lease, including a minimum bid price of \$21,000 per year, and the City has advertised in accordance with New Jersey Statutes that it would take sealed bids on February 17, 2016, and

**WHEREAS**, two bidders submitted bids, the Park Eats LLC., \$33,061.00 and H.S. Concessions \$27,515.00 and it is in the best interest of the City of Long Branch to except the bid from Park Eats LLC., in the amount of \$33,061.00 per year, and \$99,183.00 for the three year period, and this bid was conditionally accepted by the Business Administrator, contingent upon award of the lease by the Long Branch City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that a three year lease of the buildings located at the City-operated West End public bathing beach, Cottage Place and Bath Avenue and the boardwalk, be awarded to **Park Eats LLC**, in accordance with the terms and conditions set forth in the lease document, bid documents executed by the bidder, and the terms and conditions of Resolution R #24-16, for the sum of \$33,061.00 per year, and \$99,183.00 for the term of the three year lease.

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-23-16  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF FEB 2016  
Kathy L. Schemel  
MUNICIPAL CLERK, E.M.C.

**CITY OF LONG BRANCH  
BID DOCUMENT CHECKLIST**

**REQUIRED  
BY OWNER**

**READ, SIGNED  
& SUBMITTED**

- X EXECUTED BID PROPOSAL FORM
- X STOCKHOLDER DISCLOSURE CERTIFICATION
- X NON-COLLUSION AFFIDAVIT
- X BID/PROPOSAL SECURITY  
(IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000)
- X BUSINESS REGISTRATION CERTIFICATE
- X AFFIRMATIVE ACTION QUESTIONNAIRE
- X INSURANCE CERTIFICATE(S) (at signing of lease)
- OTHER –



**REVIEWED**

- X MANDATORY AFFIRMATIVE ACTION LANGUAGE
- X AMERICANS WITH DISABILITIES ACT OF 1990



**CITY OF LONG BRANCH  
PROPOSAL FORM**

Proposal of: Park Eats, LLC.

Address: 6 DANAE CT.

HOUNDELL, N.J. 07733

(732) 688-7135

In accordance with the Notice to Bidders advertisement of the City of Long Branch inviting Proposals for:

**LEASING OF CONCESSION STANDS AT WEST END, COTTAGE PLACE AND BATH AVENUE**

in conformity with the attached specifications, I/we hereby certify that I am/we are the only person(s) with interest in this Proposal as principal(s), that it is made without collusion with any person, firm or corporation, that an examination has been made of the specifications, and that the equipment/materials/services will be delivered/performed within the time specified, at the bid prices detailed on the Proposal Form following.

Accompanying this Proposal is Bid/Proposal Security in the form of a Certified Check (....) or Cashier's Check () Payable to the order of the City of

Long Branch in the sum of \$ 3306.10, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the lease documents within the time stipulated in the resolution setting the terms and conditions. Otherwise, the Bid Security will be returned to the undersigned.

**FINAL BID PRICE ALL (3) THREE LOCATIONS PER BEACH SEASON (YEAR) ON (THREE YEAR LEASE) \$ 33,061.00**

Please note price above is for all (3) three locations for (1) beach season (year).

**AWARD OF BID/LEASE WILL BE BASED ON HIGHEST BID PER YEAR ALL (3) THREE LOCATIONS.**

PROPOSAL FORM  
(Cont'd)

The undersigned is an/a () individual, (....) partnership, (....) corporation organized under the laws of the State of NEW JERSEY, having its principal offices at:

6 DANAE CT. HOLMDEL, N.J. 07733

Phone Number (732) 688-7135 Fax Number \_\_\_\_\_

Trade Name of Bidder Park Eats, LLC.

Federal I.D. # or Social Security # 45-5264131

1. Signature 

Name CONCETTA TAYLOR

Title OWNER

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

3. Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signed this 15<sup>th</sup> day of FEBRUARY, 2016.

**Note:** If a partnership all partners must sign. If a corporation, two properly authorized officers must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Authority for the Principal or Principals involved. Attach additional signature sheets in the above form if necessary.

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

Name of Business \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership     Corporation     Sole Proprietorship     Limited Partnership  
 Limited Liability Corporation     Limited Liability Partnership  
 Subchapter S Corporation     Corporation-Other \_\_\_\_\_

Sign and notarize the form below, and, if necessary, complete the stockholder list below.  
Stockholders:

Name: CONCETTA TAYLOR

Name: \_\_\_\_\_

Home Address: 47 JIB LANE  
BRICK, N.J. 08723

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn before me this 16<sup>th</sup> day of February, 2016.

(Notary Public) Carolyn T. Rehmann

My Commission expires: March 7, 2017

Concetta Taylor  
(Affiant)

Concetta Taylor / Owner  
(Print name & title of affiant)

(Corporate Seal)



NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of OCEAN

SS:

I, CONCETTA TAYLOR residing in BRICK  
(name of affiant) (name of municipality)  
in the County of OCEAN and State of NEW JERSEY of full age,  
being duly sworn according to law on my oath depose and say that:

I am OWNER of the firm of PARK EATS, LLC.  
(title or position) (name of firm)

\_\_\_\_\_ , the bidder making this Proposal for

the bid entitled LEASING OF CONCESSION STANDS, and that I executed the said  
(title of bid proposal)

proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Long Branch relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Park Eats, LLC  
(Name of firm)

Subscribed and sworn to  
before me this day

February 16, 2006 ca

*Concetta Taylor*  
(Signature of affiant)

*Carolyn T Rehmann*  
Signature of Notary Public

CONCETTA TAYLOR  
(Type or print name of affiant under signature)

(Seal)

My Commission expires March 7 2017



**REQUIRED EVIDENCE**  
**AFFIRMATIVE ACTION REGULATION**  
**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).  
**OR**
2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.  
**OR**
3. An Affirmative Action Employee Information Report (Form AA302).  
**OR**
4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

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The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?  
 Yes  No If yes, please submit copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?  
 Yes  No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: Park Eats, LLC.

SIGNATURE: 

TITLE: OWNER

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

## EXPERIENCE STATEMENT

I, Concetta Taylor, have been in the concession business since 2003. I have owned and operated ice cream trucks in Ocean and Monmouth Counties in New Jersey since 2003. I have catered hot foods for numerous events throughout New Jersey since 2005, and have had vending machines at two locations since 2008.

In 2012, after nine years in the food concession industry, I formed Park Eats, LLC. Since then I have grown my business to handle many types of concessions from ice cream trucks, concession trailers, hot dog carts, catering special events, golf course concessions vending machines, county parks, sporting games, and water parks, beach concession stands, and pool concession stands. Park Eats specializes in serving quality food at reasonable prices with friendly service to all of our customers. As owner of Park Eats, I am not only skilled in the kitchen, but also in management, inventory, and finances.

Park Eats has experience serving small private parties to large special event crowds of over 25,000 people, to a full blown beach kitchen concession that serves 600,000 customers per season. We have provided a concession trailer at a park in Monmouth county every season since 2012, we were the concessionaire at Windward Beach in Brick, New Jersey for the 2013 season, operated the concession stand at the Milltown municipal pool since 2014, were the concessionaire for Howell Park & Hominy Hill golf courses in 2014, and are the current concessionaire for Brick Beach III in Brick, as well as numerous pools and other parks throughout NJ.

Park Eats is a growing company that is very successful and sufficient in what we do. As we expand and acquire more contracts each year, we also train and hire excellent staff members to become part of our family. Each individual is taught the importance of quality, cleanliness, courtesy, and customer satisfaction in order to maintain our image.

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## References

**Name:** Stephanie Weise

**Title:** Purchasing Agent for Monmouth County Parks, New Jersey

**Firm:** Monmouth County Parks and Recreation Department

**Address:** 805 Newman Springs Road

Lincroft, NJ 07738

**Phone:** 732-842-4000

**Nature and magnitude of purchase, sale, loan business association, etc.:** Park Eats provided concessions for Dorbrook spray grounds 2012, 2013, 2014, and 2015. Also contracted for two golf courses for 2014.

**Name:** Maryann Jusinski

**Title:** Purchasing Agent (QPA)

**Firm:** Brick Township Purchasing

**Address:** 401 Chambers Bridge Road

Brick, NJ 08723

**Phone:** 732-262-1058

**Nature and magnitude of purchase, sale, loan business association, etc.:** Park Eats provided a mobile concession truck for Winward Beach for the 2013 summer season. Park Eats is currently contracted to operate the fully equipped kitchen at the concession stand at Brick Beach III for the 2015, 2016, and 2017 summer seasons.

**Name:** Mona Cholowinski

**Title:** Superintendent of Parks and Recreation, Manalapan

**Firm:** Manalapan Township Recreation

**Address:** 93 Freehold Road

Manalapan, NJ 07726

**Phone:** 732-446-8355

**Nature and magnitude of purchase, sale, loan business association, etc.:** Park Eats

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has the mobile concession contract for the Manalapan Recreation Center for 2015, 2016, and 2017.

**Name:** Michael Januszka

**Title:** Clerk

**Firm:** Borough of Milltown

**Address:** 39 Washington Avenue  
Milltown, NJ 08850

**Phone:** 732-828-2100

**Nature and magnitude of purchase, sale, loan business association, etc.:** Park Eats has been operating the concession stand at the Milltown Pool since 2014.

**Name:** Joe Farigno

**Title:** Owner

**Firm:** Mikey's Wholesale

**Address:** 10 Timber Lane  
Marlboro, NJ 07746

**Phone:** 732-303-1149

**Nature and magnitude of purchase, sale, loan business association, etc.:** Purchased ice cream from Mikey's for the last five years.

**Name:** Marissa Rubenstein

**Title:** Coordinator/Founder

**Firm:** "Billy's Believers"

**Address:** 47 Dante Drive  
Manchester, NJ 08759

**Phone:** 732-857-5694

**Nature and magnitude of purchase, sale, loan business association, etc.:** Park Eats provided an ice cream truck and concession trailer for a fund raising event in 2011, 2012, and 2013.

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**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** PARK EATS LLC  
**Trade Name:**  
**Address:** 6 DANAE CT  
HOLMDEL, NJ 07733  
**Certificate Number:** 1716527  
**Effective Date:** May 15, 2012  
**Date of Issuance:** January 10, 2016

**For Office Use Only:**

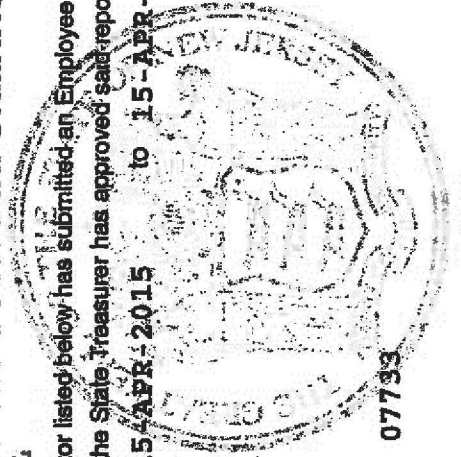
20160110203808537

Certification 54263

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2015** to **15-APR-2022**

**PARK EATS, LLC  
6 DANAE CT.  
HOLMDEL  
NJ 07733**



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**Projected Menu 2016**

**Hot Sandwiches:**

Hamburger.....	\$3.50
Cheeseburger.....	\$4.00
Veggie Burger.....	\$4.50
Cheesesteak.....	\$5.00
Grilled Chicken.....	\$5.00
Grilled Cheese.....	\$3.50
B.L.T.....	\$3.50
Hot Dog.....	\$2.50
Egg & Cheese.....	\$3.50
Bacon, Egg, & Cheese.....	\$4.50
Pork Roll, Egg, & Cheese.....	\$4.50
Pork Roll & Cheese.....	\$4.00

**Cold Sandwiches:**

Turkey & Cheese.....	\$4.50
Ham & Cheese.....	\$4.50
Egg Salad.....	\$5.50
Tuna Salad.....	\$5.50

**Finger Foods:**

Pizza (personal).....	\$4.00
French Fries.....	\$3.50
Cheese Fries.....	\$4.00
Loaded Fries.....	\$4.50
Onion Rings.....	\$3.50
Mozzarella Sticks.....	\$5.00
Chicken Nuggets.....	\$4.00

**Salads:**

Garden Salad.....	\$4.00
Caesar Salad.....	\$4.50
Egg Salad.....	\$5.50
Tuna Salad.....	\$5.50

\*Add chicken to any salad – additional \$2.00\*

**Snacks:**

Soft Pretzel.....	\$3.00
Popcorn.....	\$2.50
Chips.....	\$1.00
Candy.....	\$2.00
Cotton Candy.....	\$3.00
Cookies.....	\$1.00
Muffin.....	\$2.00
Churro.....	\$2.00
Fresh Fruit.....	\$2.00

**Desserts:**

Fruit Smoothie.....	\$3.00-\$4.00
Funnel Cake.....	\$3.50
Yogurt Parfait.....	\$3.00
Ice Cream (various).....	\$2.50-\$3.50
Italian Ices (various).....	\$2.50-\$3.50

**Beverages:**

Coffee.....	\$2.00
Iced Coffee.....	\$3.00
Tea.....	\$2.00
Hot Cocoa.....	\$2.00
Tea.....	\$2.00
Water.....	\$2.00
Tea.....	\$2.00
Soda.....	\$2.00
Iced Tea.....	\$2.50
Gatorade.....	\$2.00

# Lease Agreement

## Business and Commercial

This Lease Agreement is made on  
**BETWEEN CITY OF LONG BRANCH**

whose address is **344 BROADWAY, LONG BRANCH, NEW  
JERSEY 07740**

referred to as the "Landlord,"  
**AND PARK EATS, LLC**

whose address is **6 DANAE COURT, HOLMDEL, NEW  
JERSEY, 07733**

referred to as the "Tenant."

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: **CONCESSION STANDS AT WEST END, COTTAGE PLACE, AND BATH AVENUE ON THE BOARDWALK** (the "Premises.")

2. **Term.** This Lease is for a term of **3 years** commencing on **April 1, 2016**, and ending on **September 30, 2018**.

3. **Use.** The Premises are to be used and occupied only and for no other purpose than **AS A CONCESSION STAND**. The Tenant will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. **Rent.** The Tenant agrees to pay \$ \_\_\_\_\_ as rent, to be paid as follows: \$ \_\_\_\_\_ per month, due on the \_\_\_\_\_ day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of \$ \_\_\_\_\_ as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$ \_\_\_\_\_ as additional rent for any dishonored check. SEE ATTACHED PAGE

5. **Repairs and Care.** The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

6. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

7. **Signs.** The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

8. **Utilities.** The Tenant will pay when due all rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges will be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

**9. Compliance with Laws etc.** The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all governmental or public authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

**10. Assignment.** ~~The Tenant will not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out of pocket expenses, up to a maximum of \$ \_\_\_\_\_ per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.~~

**11. Liability Insurance.** The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than \$ 100,000.00 for property damage, \$ 1,000,000.00 for injuries to one person and \$ 1,000,000.00 for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefor.

**12. Indemnification.** The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

**13. Mortgage Priority.** ~~This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.~~

**14. Condemnation; Eminent Domain.** ~~If any portion of the Premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.~~

**15. Fire and Other Casualty.** If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements, or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the



Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

**16. Reimbursement of Landlord.** If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

**17. Increase of Insurance Rates.** If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

**18. Inspection and Repair.** The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

**19. Right to Exhibit.** The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and Tenant agrees that on and after 90 DAYS next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on the front of the Premises or any part thereof, offering the Premises for rent or for sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part.

**20. Removal of Tenant's Property.** Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

**21. Events of Default; Remedies Upon Tenant's Default.** The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 15 days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 15 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within 60 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

**22. Termination on Default.** If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

**23. Non-Liability of Landlord.** The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees,

guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

**24. Non-Waiver by Landlord.** The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

**25. Non-Performance by Landlord.** This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

**26. Validity of Lease.** The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

**27. Notices.** All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

**28. Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

**29. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.)** In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, the Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, the Landlord shall provide the Tenant with a written copy of the most recent test results.

**30. Flood Hazard Area.** The Tenant acknowledges that the Property  is  is not located within a flood hazard area.

**31. Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

~~**32. Tax Increase.** If in any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the Premises are a part, are greater than the municipal taxes assessed against such lands and improvements for the calendar year \_\_\_\_\_, which is hereby designated as the base year, then, in addition to the rent fixed in this Lease, the Tenant will pay a sum equal to \_\_\_\_\_ of the amount by which such tax exceeds the annual tax for the base year, inclusive of any increase during any such calendar year. Such sum will be considered as additional rent and will be paid in as many equal installments as there are months remaining in the calendar year in which such taxes exceed the taxes for the base year, on the first day of each month in advance, during the remaining months of that year. If the term hereof commences after the first day of January or terminates prior to the last day of December in any year, then such additional rent resulting from a tax increase will be proportionately adjusted for the fraction of the calendar year involved.~~

**33. Liens.** If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

**34. Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

35. **Security.** The Tenant has deposited with the Landlord the sum of \$ 0.00 (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Such Security Deposit will be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such Security Deposit, to make good any default by the Tenant, and the Tenant will, on demand, promptly restore the Security Deposit to its original amount. The Landlord will assign or transfer the Security Deposit, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, and the assignee will become liable for the repayment thereof as provided in this Lease, and the assignor will be released by the Tenant from all liability to return such Security Deposit. This provision will be applicable to every change in title and does not permit the Landlord to retain the Security Deposit after termination of the Landlord's ownership. The Tenant will not mortgage, encumber or assign the Security Deposit without the written consent of the Landlord.

36. **Estoppel Certificates.** The Tenant will at any time and from time to time upon not less than \_\_\_\_\_ days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

37. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

38. **Number and Gender.** In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

39. SEE ATTACHED PAGE

**In Witness Whereof**, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

Witnessed or Attested by:

\_\_\_\_\_  
CITY OF LONG BRANCH, *Landlord* (Seal)

\_\_\_\_\_  
*, Landlord* (Seal)

\_\_\_\_\_  
PARK EATS, LLC, *Tenant* (Seal)

\_\_\_\_\_  
*, Tenant* (Seal)

**ADDENDUM TO LEASE AGREEMENT**

**4. RENT.** The Tenant agrees to pay \$33,061.00 as rent on April 1, 2016, April 1, 2017 and April 1, 2018. The Tenant must pay a late charge of \$500.00 as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$50.00 as additional rent for any dishonored check.

**39.** Tenant agrees to Board by Conditions of lease as annexed to Tenants Bid Specs which are Number 1 through 20 and be bound by Tenants menu annexed for 2016. Tenant shall submit menus for 2017 and 2018 by January 30 of each year for approval of Council of the City of Long Branch per bid specs.

**40. TERM.** The term of the lease shall be for a three year period, and shall run from April 1<sup>st</sup> through September 30<sup>th</sup> of each year for 2016, 2017 and 2018. However, the City reserves the right to cancel this lease at the end of any beach season. In the event that the City intends to exercise the right, it will provide written notification to the lessee at least 60 days prior to the start of the next beach season of its intent to do so.

\_\_\_\_\_  
Witness/Attested by

\_\_\_\_\_  
City of Long Branch,                      Landlord

\_\_\_\_\_  
Park Eats, LLC,                              Tenant

## SECTION 2 – CONDITIONS OF LEASE

1. For the purpose of definition, the terms “bidder” and “lessee: shall be considered synonymous.
2. The term of the lease shall be for three years and shall run from April 1<sup>st</sup> through September 30<sup>th</sup> of each year during 2016, 2017 and 2018, except for the reservation as detailed in Section 1, Paragraph 4 above.
3. This building is to be leased with the restriction that it may only be used to operate a concession stand, from which the lessee may vend any/all items normally classified as refreshments, sundries and bathing supplies. Additionally, for the convenience of the patrons of the West End beach, the lessee may have an employee walk the beach selling refreshments.
4. The Lessee may place adjacent to the concession stand tables and chairs for use by patrons. Size and number of tables and chairs, and their placement are subject to the approval of the Director of Building and Development, and in no case shall impede the flow of foot traffic along the boardwalk.
5. A complete menu and price list of all items to be sold, including weights and measures of all food and beverages, must be submitted to the City at the time of signing of the lease. The Lessee will not be permitted to sell or display any items which the City considers to be in poor taste or objectionable to the public.
6. During the term of the lease, the Lessee shall, at a minimum, operate the concession stand to coincide with the operation of the beach, which is open from 9AM to 5PM seven days per week, inclement weather excepted. Should the Lessee choose to operate the concession stand before or after beach hours during the beach season, or to operate the stand prior to the start of the beach season or after the Labor Day closing, Lessee shall seek prior permission of the City Administrator. As a condition of approval, a schedule and agreement must be negotiated with the City that would provide Comfort Station facilities during the concession stand’s operating hours beyond regular hours.
7. It will be the Lessee's responsibility to comply with all State and Local Health and Fire Codes and to obtain a Commercial Certificate of Occupancy from the Long Branch Fire Marshal's Office and a Mercantile License from the Department of Health.

8. If the Lessee fails to complete any repairs required by State and Local Health and Fire Codes by May 15, 2016, the City shall have the right to void the lease and re-bid, with no credit to the defaulting bidder for any work which has been completed on the concession stand. The City may also keep as liquidated damages a portion of the lease payment and/or the bid security.
9. No repairs, modifications, alterations or renovations may be made to the concession stand without the approval of the City.
10. The concession stand must be inspected by officials from the City's Health and Fire Code Departments prior to opening each year for the term of the lease. Additionally, the Lessee must, each year, apply for, at his expense, a Mercantile Permit, and any other permits which may be required to operate the concession stand.
11. The Lessee must maintain the concession stand in a clean and tidy manner. This includes the area in the immediate vicinity of the concession stand. During the course of operation of the concession stand, the Lessee must comply with all local laws and ordinances.
12. The City will provide reasonable water service to the concession stand. However the Lessee is responsible for the cost of electric service from June 1 through September 30. The Lessee must insure that the utility company, as well as the City, has an "after season" address for final billing.
13. Annual rent shall be due and payable, in the form of a check made payable to the City of Long Branch, on April 1, 2016 in the amount of 100% of that year's rent. At that time, the Lessee must also submit, along with the required Certificates of Insurance as detailed in Item # 16 below, an inventory of all personal property fixtures to be kept on the premises, and the menu for the coming season, including prices, weights and measures for the Business Administrator's review. Annual rent will be due on April 1<sup>st</sup> of subsequent years as described above.
14. The Lessee must provide proof of General Liability Insurance coverage in the amount of \$ 1,000,000.00 (one million dollars), and Property Liability Insurance coverage in the amount of \$ 100,000.00 (one hundred thousand dollars), with the City of Long Branch named as additional insured on each policy. The Lessee must also provide proof of Worker's Compensation coverage in the amounts required by law. The Lessee must also arrange for the City to be notified directly by the insurance company in the case of cancellation or change in the insurance coverage during the term of the lease. Proof of said insurance shall be submitted to the Business Administrator along with the initial payment of rent no later than April 1 of each year.

15. The Lessee shall not, during the term of the lease, install or erect any sign or other advertising matter on the bathing beach, nor permit posters or other display cards to be placed on the exterior of the said premise, or on the boardwalk in front thereof, without the prior written consent of the Business Administrator.
16. The Lessee must agree to execute the lease, as prepared by the City Attorney and in accordance with the terms and conditions as are contained in the basic form of the lease now on file with the Business Administrator, within five (50 days after notice by the City that the lease is ready for execution.
17. The successful bidder may not assign or sublet this lease without express written permission obtained in advance from the Business Administrator.
18. The City of Long Branch shall not be liable for any damage or loss of operation caused by wind, rain, ocean or condition thereof, nor any Act of God, nor from any civil disturbance or riot or damage from fire.
19. The Lessee shall sell no glass bottles or containers.
20. Must provide (5) five years documented proof of experience.

**Projected Menu 2016**

**Hot Sandwiches:**

Hamburger.....	\$3.50
Cheeseburger.....	\$4.00
Veggie Burger.....	\$4.50
Cheesesteak.....	\$5.00
Grilled Chicken.....	\$5.00
Grilled Cheese.....	\$3.50
B.L.T.....	\$3.50
Hot Dog.....	\$2.50
Egg & Cheese.....	\$3.50
Bacon, Egg, & Cheese.....	\$4.50
Pork Roll, Egg, & Cheese.....	\$4.50
Pork Roll & Cheese.....	\$4.00

**Cold Sandwiches:**

Turkey & Cheese.....	\$4.50
Ham & Cheese.....	\$4.50
Egg Salad.....	\$5.50
Tuna Salad.....	\$5.50

**Finger Foods:**

Pizza (personal).....	\$4.00
French Fries.....	\$3.50
Cheese Fries.....	\$4.00
Loaded Fries.....	\$4.50
Onion Rings.....	\$3.50
Mozzarella Sticks.....	\$5.00
Chicken Nuggets.....	\$4.00

**Salads:**

Garden Salad.....	\$4.00
Caesar Salad.....	\$4.50
Egg Salad.....	\$5.50
Tuna Salad.....	\$5.50

\*Add chicken to any salad – additional \$2.00\*



**Snacks:**

Soft Pretzel.....	\$3.00
Popcorn.....	\$2.50
Chips.....	\$1.00
Candy.....	\$2.00
Cotton Candy.....	\$3.00
Cookies.....	\$1.00
Muffin.....	\$2.00
Churro.....	\$2.00
Fresh Fruit.....	\$2.00

**Desserts:**

Fruit Smoothie.....	\$3.00-\$4.00
Funnel Cake.....	\$3.50
Yogurt Parfait.....	\$3.00
Ice Cream (various).....	\$2.50-\$3.50
Italian Ices (various).....	\$2.50-\$3.50

**Beverages:**

Coffee.....	\$2.00
Iced Coffee.....	\$3.00
Tea.....	\$2.00
Hot Cocoa.....	\$2.00
Tea.....	\$2.00
Water.....	\$2.00
Tea.....	\$2.00
Soda.....	\$2.00
Iced Tea.....	\$2.50
Gatorade.....	\$2.00

RESOLUTION 47-16

**RESOLUTION APPROVING MINOR DESIGN CHANGES FOR THE FEM SOUTH BEACH, LLC REDEVELOPMENT PROJECT**

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-6(a) of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment ("Redevelopment Area") as defined by N.J.S.A. 40A:12A-5(a)-(e); and

**WHEREAS**, on May 14, 1996, the Mayor and Council enacted Ordinance No. 15-96 adopting the Oceanfront-Broadway Redevelopment Plan ("Redevelopment Plan") for the designated Redevelopment Area; and

**WHEREAS**, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City ("Redevelopment Agency"); and

**WHEREAS**, the City designated FEM South Beach, LLC ("FEM") as redeveloper of property located at 320 Ocean Avenue and designated on the Long Branch Tax Map as Block 216, Lots 1, 2, 3, 4, 5 and 6 ("Property") and executed a redevelopment agreement with FEM, dated October 28, 2014 (the "Redevelopment Agreement"); and

**WHEREAS**, the Redevelopment Agreement provided for a project consisting of up to forty-seven (47) condominium units (the "Project"); and

**WHEREAS**, FEM obtained approval for the Project from the City, obtained site plan approval from the Long Branch Planning Board (the "Site Plan Approval") and obtained approval from the New Jersey Department of Environmental Protection ("NJDEP") under the Coastal Area Facilities Review Act ("CAFRA") (the "CAFRA Approval"); and

**WHEREAS**, in advancing the Project designs to move toward construction of the Project FEM has determined that certain minor amendments are required and/or desirable to address constructability issues, functionality of the interior of the units, as well as requested revisions to certain architectural elements; and

**WHEREAS**, FEM presented requested revisions to the Project to the Long Branch Planning Board on December 15, 2015, which revisions the Board determined to be minor in nature and which revisions could be reviewed and approved administratively and did not require a formal amendment to the Site Plan Approval; and

**WHEREAS**, on December 22, 2015, FEM appeared before the Mayor and Council of the City during a public meeting and presented its proposed revisions to the Project design; and

**WHEREAS**, while the City was willing to consider such requested revisions, the City expressed concerns with some of the proposed revisions and directed its consultants to work collaboratively with FEM to refine the proposed Project revisions in order to address the concerns raised by City; and

**WHEREAS**, the City consultants worked with FEM to address the City's concerns and FEM submitted further project design revisions that were responsive to the City's concerns and which revisions the City has determined adequately address such concerns, which further revisions are depicted on the Project architectural elevations and drawings, attached hereto and incorporated herein as Exhibit 1.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the FEM Project revisions depicted on the Project architectural elevations, attached hereto and incorporated herein as Exhibit 1 are hereby approved.

**BE IT FURTHER RESOLVED**, that this Resolution and Exhibit 1 hereto be added and appended to and within the Project Drawings/Concept Plans attached as Exhibit C to the Redevelopment Agreement between the City and FEM South Beach, LLC, dated October 28, 2014.

**BE IT FURTHER RESOLVED**, that FEM South Beach, LLC is hereby authorized to proceed to the Planning Board to obtain any approval required to incorporate the Project design revisions contained in Exhibit 1 into its Site Plan Approval.

**BE IT FURTHER RESOLVED**, that the City shall provide the Project design revisions contained in Exhibit 1, as well as any subsequent documentation of incorporation of such design revisions into FEM's Site Plan Approval, to NJDEP to include in its CAFRA files for this Project.

**BE IT FURTHER RESOLVED**, that the City's approval of the Project design revisions contained in Exhibit 1 hereto is being provided with the expectation that, as a result of such approval, the Project will not require further additional revisions and will be ready to proceed to construction as now designed, pursuant to the schedule in the Redevelopment Agreement.

MOVED: *Simanni*  
SECONDED: *Bustelli*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHUELE, 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 9-9-14  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 9th DAY OF SEP 2014  
*Kathy Schuele*  
MUNICIPAL CLERK, R.M.C.

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED** that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown below charging taxes for the years indicated in the amount of \$3,332.20.

BLOCK	LOT	NAME	YEAR	AMOUNT
28	12.01	City of Long Branch Account of: Chehebar, Gabriel & Danielle	2014	3,332.20

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

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THIS FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 2-23-16  
 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 23rd DAY OF FEB 2016  
Kathy L. Schmeltz  
 MUNICIPAL CLERK

**RESOLUTION  
2016 EMERGENCY TEMPORARY APPROPRIATIONS**

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

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

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

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

WHEREAS the total emergency temporary resolutions adopted in the year 2016 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total .....**\$186,345.00** in addition to the original temporary budget adopted January 12, 2016 in the amount of **\$13,604,471.63** for a total Year to Date temporary budget of **\$14,148,816.63**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2016, and that in accordance with the Statute such item of appropriation will be included in the 2016 budget as finally adopted.

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, RUTH L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 2-23-16 AT 7:00 PM WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 24th DAY OF FEB 2016  
*Ruth L. Schmelz*

**Budget Appropriations 2016**

Emergency  
Temporary  
Budget Appropriations  
2/23/2016

BUREAU OF CONSERVATION  
OE

083-362 \$ 23,000.00

ADDITIONAL BEACH BADGES

SENIOR CITIZEN GRANT  
CITY SHARE

G-16-025 \$ 163,345.00

FULL SENIOR CITIZEN GRANT

---

\$ 186,345.00

R# 50-16

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: Sirianne

SECONDED: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

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

2-23-16

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 24th day of FEB, 2016

Kathy L. Schmelz  
Kathy L. Schmelz RMC  
City Clerk

Notice is hereby given that the following bills will be submitted for payment approval as of February 23, 2016. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

**PUBLIC NOTICE**

A. C. Moore		
A.R. Communications		
Adam's Evidence Grade Technology, Inc.		
Addiction Professionals Certification Board of NJ		
ALJ Firewood & Sawmill		
All Industrial Safety Products		
American Hose & Hydraulics, Co. Inc.		
Anchor Rubber Stamp		
Angelo's Paving Inc.		
Ansell, Grimm & Aaron PC		
Ansell, Grimm & Aaron PC		
AT&T		
Atlantic Flooring, Inc.		
Atlantic Plumbing Supply		
Atlantic Security & Fire, Inc.		
Auto Parts		
Avalon Carpet, Tile & Flooring		
B & H Photo		
Batteries & Bulbs		
Bergey's Truck, Inc.		
Big A Trucking Co. Inc.		
Bollinger Sports & Leisure		
Boro Printing		
Brothers Towing & Recovery		
Buller Lock & Sale Co.		
Cablevision Lighthouse, Inc.		
CCC Heavy Duty Truck Parts Co.		
Central Jersey Registrars Association		
Circle Chevrolet		
City of Long Branch Clearing Account		
City of Long Branch Clearing Account		
City of Long Branch Clearing Account		
City of Long Branch Payroll Agency Account		
City of Long Branch Payroll Agency Account		
Comcast		
Complete Security Systems Inc		
Cooper Electric Supply Co.		
CWA Local 1075, AFL-CIO		
D M S & D Associates		
Supplies for Valentine's Day Celebration - Senior Affairs	215.30	
Radios, Programming, Speakers, Antenna Kits/Installation - DPW	7,990.35	
Miscellaneous Computer Supplies - Fire Prevention	231.29	
Renewal Certification for LCADC - P. Straub - Human Services	250.00	
Loader Rental - Snowstorm 1/23/16 - DPW	1,649.25	*
Safety Vests - DPW	357.00	
Fitting for Plows - DPW	1,487.13	
Office supplies - Clerk	73.90	
Loader Rental for Snow Cleanup - 1/24/16 - DPW	1,631.25	*
Retainer - January 2016	2,500.00	*
Litigation, Tax Appeals & General Services - January 2016	24,627.36	*
Telephone Service - Various Departments - Bills Dated 1/21/16, 1/22/16, 1/24/16 & 1/28/16	237.33	*
Carpet/Tiles - Administration	7,264.00	
Miscellaneous Parts & Supplies - Various Departments	499.97	
Monitoring Services & Annual Inspection of Fire System - DPW	330.00	
Miscellaneous Auto Parts - Various Departments	10,534.41	
Tile - Laird Street Cornfort Station - DPW	1,017.93	
Miscellaneous Computer Equipment - Various Departments	2,143.41	
Batteries - Fire	80.64	
Auto Repair - DPW	974.86	
Repair Fiat Tire - DPW	230.00	
Renewal - Youth Basketball Insurance - Recreation	954.00	
Miscellaneous Office Supplies - Police	450.00	
Towing - Various Departments	135.00	
Keys - Various Departments	118.45	
Monthly Dark Fiber Lease - January - February 2016	3,000.00	Pmt. #1, 2
Miscellaneous Parts - DPW	941.27	
2016 Membership - Health	40.00	
Miscellaneous Parts - Fire	164.75	
To Reimburse Clearing Account	85,011.49	*
To Reimburse Clearing Account	6,995.81	*
State of NJ Health Benefits - February 2016	559,462.51	*
DGRP Employer March - January 2016	468,197.49	*
Internet Provider - January 2016	407.35	*
Monitoring Services - Various Departments	1,500.00	Pmt. #1
Electrical Supplies - Various Departments	897.00	
Blue Collar Dental & Vision Premium - February 2016	1,292.60	
Miscellaneous Supplies - DPW	5,100.00	*
	687.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



D.W. Smith Associates, LLC  
 David Kologinsky  
 David Spaulding  
 David Weber Oil Co.  
 Dearborn National  
 East Coast Battery LLC  
 Equipment Marketers  
 F & C Automotive Supply  
 Federal Cleaning Contractors  
 G&M Trophy Inc.  
 G.F.O.A. of New Jersey  
 Gannett Satellite Information (Asbury Park Press)  
 Garden State Laboratories  
 General Linen & Paper Supply  
 Gloria Winnick  
 Gold Type Business Machines  
 Greenbaum, Rowe, Smith & Davis  
 Hilsen Pest Control, LLC  
 Home Depot Credit Services  
 Hoover Truck Centers Inc.  
 Horizon Blue Cross Blue Shield  
 Hunter Jersey Peterbilt  
 Island Tech Services, LLC  
 J Ford Electric  
 James Parnell  
 Jeffrey Gruppaldi  
 Jersey Cape Diagnostics  
 Jersey Central Power & Light  
 Jersey Coast Fire Equipment  
 Jesco, Inc.  
 John's Auto & Truck Repair  
 Joseph Fazio - Wall, LLC  
 Konica Minolta Business Solutions USA Inc.  
 Konica Minolta Business Solutions USA Inc.  
 Liberry Paper & Janitorial  
 Mazza & Sons Inc.  
 Meadowlink  
 Michael A. Irene, Jr., Esq.  
 Mid-Atlantic Truck Center  
 Miller's Luncheonette  
 Minerva's Cleaners  
 Monmouth County Police Academy  
 Monmouth County Treasurer  
 Monmouth Municipal Judge's Association  
 Monmouth Truck Equipment  
 Mr. John  
 NEC Corp. of America  
 New Jersey American Water Co.  
 New Jersey Motor Vehicle  
 New Jersey Turfgras  
 NJ Certified Animal Control Officer's Association  
 NJ Department of Environmental Protection  
 NJ Fire Equipment Co.  
 NJ Recreation & Park Association

Professional Services Rendered - Turf Field - MCP - Sept 2015 - Jan 2016  
 Mileage Reimbursement - November - December 2015 - Health Inspector  
 Reimbursement - NJ Municipal Management Association Conference - Purchasing  
 Miscellaneous Supplies - DPW  
 Life Insurance Premium - February 2016  
 Batteries - DPW  
 Washing Machine Services - Fire  
 Miscellaneous Auto Parts - DPW  
 Window Cleaning - January 2016 - Recreation  
 Uniforms - Police  
 2015 Fall Conference & Member Renewal - M. Martin - Finance  
 Legal Ads - January 2016 - Clerk  
 Analytical Service - Pinsky Park  
 Janitorial Supplies - Various Departments  
 Mileage Reimbursement - October - December 2015 - Mayor's Office  
 E-ticketing - October - December 2015 - Police  
 Professional Services Rendered - General Redevelopment - November & December 2015  
 Pest Control Services - December 2015 - February 2016  
 Miscellaneous Supplies - Various Departments  
 Tank Assembly - DPW  
 Dental Premium - February 2016  
 Miscellaneous Auto Parts - DPW  
 Computer Equipment - Police  
 Electrical Repair - Police  
 Reimbursement - Diesel Fuel Purchase - DPW  
 Confidential Fund - Police  
 Beach Badges - Recreation  
 Electric - Various Departments - Bills Dated 12/2/15 - 2/4/16  
 Fire Extinguishers - DPW  
 JD Link - 1 year subscription - DPW  
 Towing - 1/8/16 - DPW  
 Snow Removal Equipment - DPW  
 Copier Agreement - Various Departments  
 Qtr. 4 2015 Copier Maintenance - Fire Prevention  
 Janitorial Supplies - City Hall Building  
 Recycle - Tires - December 2015 - DPW  
 UEZ - Year Round Shuttle - January 2016  
 Legal Services - Zoning Board - December 2015  
 Miscellaneous Parts - DPW  
 Snow Meals for DPW Employees  
 Uniform Service - Fire  
 Basic Course - S. White - Police  
 Tipping Fees - December 2015 & January 2016  
 2016 Dues - Judge G. Cieri  
 Snow Removal Equipment - DPW  
 Rental Units - DPW  
 Phone System Rental - February 2016  
 Water - Various Departments - Bills Dated 12/8/15 - 2/4/16  
 Registration Renewal - Plate #YA32 & #86BK - DPW  
 2016 Membership Renewal - R. Ravaschiere - DPW  
 Member Dues - D. Nagel & M. Lograsso - Health  
 Annual Site Remediation Fee  
 Equipment Maintenance - Fire  
 Conference Registration - C. Jennings - Recreation

\* 4,347.64 Pmt. #14-19  
 \* 116.64  
 \* 21.34  
 \* 1,617.30  
 \* 1,280.04  
 \* 1,439.60  
 \* 285.00  
 \* 317.63  
 \* 25.00  
 \* 2,016.00  
 \* 515.00  
 \* 2,108.25  
 \* 600.00  
 \* 391.50  
 \* 60.66  
 \* 12,671.40  
 \* 5,592.00 Pmt. #5, 6  
 \* 1,360.00  
 \* 1,843.63  
 \* 130.86  
 \* 14,328.60  
 \* 3,085.98  
 \* 663.00  
 \* 405.60  
 \* 50.00  
 \* 900.00  
 \* 1,270.50  
 \* 3,770.84  
 \* 117.50  
 \* 600.00  
 \* 35.00  
 \* 139.60  
 \* 3,127.35  
 \* 907.50  
 \* 466.65  
 \* 582.00  
 \* 3,500.00 Pmt. #4  
 \* 6,313.70 Pmt. #11  
 \* 3,526.54  
 \* 154.89  
 \* 8,797.50  
 \* 750.00  
 \* 152,640.42  
 \* 160.00  
 \* 151.76  
 \* 333.00  
 \* 3,132.23  
 \* 17,527.08  
 \* 270.00  
 \* 80.00  
 \* 100.00  
 \* 1,410.00  
 \* 7,132.44  
 \* 360.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



NJ Department of Health & Senior Services  
Vision Service Plan

Dog Report - January 2016  
Vision Premium - February 2016

\* 793.80  
\* 32.86

**TOTAL ANIMAL CONTROL**

**17,424.08**

City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency Account  
Dearborn National  
Flowers by Van Brunt  
Horizon Blue Cross Blue Shield  
Jersey Central Power & Light  
Konica Minolta Business Solutions USA Inc.  
Soccer Post  
Tuzza's  
Vision Service Plan

To Reimburse Clearing Account  
To Reimburse Clearing Account  
State of NJ Health Benefits - February 2016  
Life Insurance Premium - February 2016  
MLK Day Flowers - Community Development  
Dental Premium - February 2016  
Electric - CDBG - Bills Dated 1/5/16 - 2/3/16  
Copier Agreement - Community Development  
Soccer Equipment - CDBG Youth Activities - Community Development  
Food - MLK Day Soul Food Dinner Event - Community Development  
Vision Premium - February 2016

\* 4,096.63  
\* 2,433.43  
\* 1,978.82  
\* 7.34  
\* 248.00  
\* 157.26  
\* 263.35  
\* 254.34  
\* 239.92  
\* 1,850.00  
\* 26.66

**TOTAL HUD**

**11,555.75**

Ansell, Grimm & Aaron PC  
Arbus, Maybruch & Goode, LLC  
AT&T  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency Account  
Darrille Golba & Associates  
Dearborn National  
EM Waterbury & Associates, PA  
FNA Jersey Boi, LLC  
Greenbaum, Rowe, Smith & Davis  
Horizon Blue Cross Blue Shield  
Inna or Jack Gelin  
JNH Funding Corp  
Kevin E. Kennedy, Esq.  
Marine Rescue Products, Inc.  
Maser Consulting PA  
Maser Consulting, P.A.  
McManimon & Scotland, Esq.  
RE Community  
The Gluck Walrath LLP  
TWR CST for Ebury Fund INJ LLC  
US Bank Cust for Tower DBW  
US Bank Cust PC 5 Sterling Natl  
US Bank Cust PPS Financial I, LLC  
Vantage Point R.E. Dev. Mgmt, LLC  
Vantage Point Real Estate Development Mgmt. LLC  
Vision Service Plan

Pier Village Phase III - January 2016  
Legal Services - Long Branch Planning Board - 12/8/15 & 12/21/15  
Telephone Service - Various Departments - Bills Dated 1/21/16, 1/22/16 & 1/28/16  
To Reimburse Clearing Account  
To Reimburse Clearing Account  
To Reimburse Clearing Account  
State of NJ Health Benefits - February 2016  
Professional Services - Various Escrows - Zoning  
Life Insurance Premium - February 2016  
Professional Services - Zoning  
Tax Sale Premium  
Professional Services Rendered - Mark Built Homes - November - December 2015  
Dental Premium - February 2016  
Tax Sale Premium  
Tax Sale Premium  
Professional Services - Zoning  
Equipment for Junior Guard Program - Recreation  
Professional Services - Various Escrows - Zoning  
Professional Services Rendered - Long Branch Housing Element - December 2015  
Paper Recycling Service - November - Pier Village Sale - October & November 2015  
Paper Recycling Service - December 2015  
Professional Services - RCA Program City Share - September - October 2015 - Community Development  
Tax Sale Premiums  
Tax Sale Premiums  
Tax Sale Premiums  
Tax Sale Premiums  
Markovitz Escrow - October - December 2015  
Professional Services Rendered - Black Ridge Realty - December 2015  
Vision Premium - February 2016

\* 572.00  
\* 182.00  
\* 97.15  
\* 27,861.15  
\* 60,300.00  
\* 151,403.77  
\* 2,760.49  
\* 1,800.00  
\* 3.67  
\* 135.00  
\* 103,000.00  
\* 7,105.60  
\* 78.63  
\* 400.00  
\* 1,100.00  
\* 350.00  
\* 3,960.00  
\* 31,881.25  
\* 600.00  
\* 2,892.50  
\* 4,724.96  
\* 408.00  
\* 18,600.00  
\* 18,000.00  
\* 900.00  
\* 41,000.00  
\* 15,180.40  
\* 2,010.00  
\* 13.33

**TOTAL TRUST OTHER**

**497,319.90**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE