

RESOLUTIONS ADOPTED BY CITY COUNCIL JANUARY 26, 2016

R19-16 RESOLUTION AUTHORIZING THE COUNTY OF MONMOUTH MOSQUITO CONTROL DIVISION TO CONDUCT AERIAL MOSQUITO CONTROL OPERATIONS WITHIN THE CITY OF LONG BRANCH

R20-16 RESOLUTION RE-APPOINTING FRANK BLAISDELL AS A MEMBER OF THE LONG BRANCH SEWERAGE AUTHORITY

R21-16 RESOLUTION STORAGE LOCKERS, BATHHOUSES AND CABANAS – 2016 SUMMER SEASON

R22-16 RESOLUTION AUTHORIZING A CONTRACT APPOINTING TIMOTHY F MCGOUGHAN ESQ. AS CONFLICT MUNICIPAL JUDGE

R23-16 RESOLUTION 2016 EMERGENCY TEMPORARY APPROPRIATIONS

R24-16 RESOLUTION ESTABLISHING TERMS AND CONDITIONS FOR LEASING OF CONCESSION STANDS AT WEST END, COTTAGE PLACE AND BATH AVENUE, CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY

R25-16 RESOLUTION AUTHORIZING INTERLOCAL SERVICES AGREEMENT WITH THE MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR A LEAD PAINT ANALYZER INSTRUMENT

R26-16 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

R27-16 RESOLUTION AUTHORIZING EXECUTION OF A UTILITY EASEMENT WITH 2ND AVENUE WAREHOUSE, LLC

R28-16 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 19-16

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

WHEREAS, the Monmouth County Board of Chosen Freeholders, pursuant to NJS 26:9-27 ET SEQ. HAS ELECTED THROUGH ITS Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitoes within the county; and

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

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

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

NOW THEREFORE BE IT RESOLVED as follows:

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

MOVED: *Pallo*

SECONDED: *Bastelli*

AYES: *4*

NAYES: *0*

ABSENT: *1-Celli*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, *EMILY 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 *12/6/16*
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 *12/6/16* DAY OF *DECEMBER*, 2016
EMILY L. SCHEMEL
MUNICIPAL CLERK

COUNTY OF MONMOUTH Mosquito Control Division

1901 Wayside Road, Tinton Falls, NJ 07724



Board of Chosen Freeholders
Director
Thomas A. Arnone
Deputy Director & Liaison
Serena DiMaso

Lillian G. Burry
John P. Curley
Gary J. Rich, Sr.

County Administrator
Teri O'Connor

Acting Superintendent
Victoria C. Thompson
victoria.thompson@co.monmouth.nj.us

732-542-3630
fax 732-542-3267

January 12, 2016

Dear Municipal Clerk:

The Monmouth County Mosquito Control Division conducts a comprehensive mosquito control program based on the principles of integrated pest management. An important component of this program is the aerial application of mosquito pesticides in certain areas of the county that produce or harbor high numbers of mosquitoes.

Prior to conducting aerial applications over an area designated "congested" by the Federal Aviation Administration, the Mosquito Control Division is required, pursuant to FAR Part 137.51, to secure written approval from the governing body of the political subdivision over which the aircraft is to be operated. To assist this process, I have enclosed a brief sample resolution for consideration by the governing body.

For your information, the Mosquito Control Division anticipates resuming the aerial surveillance and treatment program on or about April 1, 2016 and possibly continuing as late as November 30, 2016. In most years, the treatment areas are primarily large tracts of standing water in undeveloped parts of the county where mosquito larvae thrive. Each time the Division undertakes aerial larval control applications in your municipality, your local police department will be notified beforehand.

The Division would consider aerial adult mosquito control in developed areas if public health risk warranted such action. Normally, adult mosquito control is done with truck-mounted spray equipment. If the helicopter were to be used, the municipal administrator, police and health officer would be contacted as well as the public notified in accordance with pesticide regulations, NJAC 7:30. The County would also adhere to all additional FAA and NJDOT regulations.

Please execute and return an adopted resolution as soon as possible, preferably before April 1, 2016. If you have any questions, please call or e-mail victoria.thompson@co.monmouth.nj.us. The cooperation of the governing body is greatly appreciated.

Sincerely,

Victoria Thompson
Acting Superintendent

Enclosure

R# 20-16

**RESOLUTION RE-APPOINTING FRANK BLAISDELL AS A
MEMBER OF THE LONG BRANCH SEWERAGE AUTHORITY**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Frank Blaisdell as a member of the Long Branch Sewerage Authority for a five year term to commence on February 1, 2016 and to expire on February 1, 2021.

Moved: *Pallone*
Second: *DiStefani*
Ayes: *4*
Nays: *0*
Absent: *1-Celli*
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 FORGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 1-16-2016
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 17 DAY OF FEBRUARY, 2016
Kathy L. Schemel
MUNICIPAL CLERK, R.E.C.

RESOLUTION # 21-16
STORAGE LOCKERS, BATHHOUSES
AND CABANAS – 2016 SUMMER SEASON

WHEREAS, on March 10, 2015 the City Council of the City of Long Branch adopted Resolution #60-15 setting forth terms and conditions for the rental of storage lockers, bathhouses and cabanas within the City of Long Branch; and

WHEREAS, the resolution states that the City will advertise the availability of rental of said storage lockers, bathhouses and cabanas by posting on the website of the City of Long Branch, using various types of social media available to the City for advertising said rental.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch as follows:

- Existing renters shall have the first right to renew their storage lockers for the following season until March 1st after which rentals shall be made on a first come , first served basis
- Storage Locker, Bathhouses and Cabanas shall be rented on a first come first served basis beginning March 19, 2016 from 9:00 am through 1:00 pm at the Long Branch Recreation Center located at 226 Broadway, Long Branch, NJ
- All approved applicants shall be required to pay the full rental price in advance by cash or personal check and sign a lease
- Annual rental for the storage locker shall be \$375.00
- Annual rental for a bathhouse shall be \$1,000.00
- Annual rental for a cabana house shall be \$2,750.00
- Rental of the Storage Locker, Bathhouses and Cabanas shall be for the beach season which is Memorial Day through Labor Day from dawn until dusk on a daily basis throughout the beach season
- Any violations of the rules governing the beaches of the City by a renter shall be subject to termination of the rental agreement at the sole

discretion of the City Business Administration which includes but is not limited to termination of the rental agreement and forfeiture of any monies paid as of that date

BE IT FURTHER RESOLVED that the terms and conditions are listed on the lease agreement and also in the City's code book, Chapter 116, section 8.

MOVED: *Pallone*

SECONDED: *Bastelli*

AYES: *4*

NAYES: *0*

ABSENT: *1 - Celli*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT THE
TO BE A TRUE, COMPLETE AND CORRECT COPY OF THE
RESOLUTION ADOPTED BY THE CITY OF LONG BRANCH AT
REGULAR MEETING HELD ON *1-26-16*
IN WITNESS WHEREOF, I HAVE
MY HAND AND AFFIXED THE SEAL OF THE CITY OF
CITY OF LONG BRANCH, NEW JERSEY, ON THIS *26* DAY OF *JAN*, 20*16*
Kathy L. Schemel
MUNICIPAL CLERK, CITY OF LONG BRANCH, NEW JERSEY

**RESOLUTION AUTHORIZING A CONTRACT APPOINTING
TIMOTHY F. MCGOUGHAN ESQ.
AS CONFLICT MUNICIPAL COURT JUDGE**

WHEREAS, there are occasions when the City's Municipal Court Judge must recuse himself from hearing certain matters before the Court, and it is necessary that the City of Long Branch appoint an attorney to serve as Conflict Judge; and

WHEREAS, it is the recommendation of the Municipal Court Judge and the Court Administrator that it is in the best interest of the City and the Court to appoint Timothy F. McGoughran, Esq. to serve as Conflict Judge; and

WHEREAS, the value of this contract does not exceed \$17,500, and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and political Contribution Affidavit, annexed hereto, will serve as acknowledgement by Timothy F. McGoughran, on behalf of the firm, that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds from attached hereto, that funds are available in the 2016 Budget, Municipal Court, Appro. # 6-01-128-202, in an amount not to exceed \$3,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch, that Timothy F. McGoughran, is hereby appointed as Conflict Judge for the Municipal Court, for the 2016 calendar year, for the sum of \$400 per court session, in an amount not to exceed \$3,000.00.

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

MOVED: *Pallone*
SECONDED: *Gastelli*

AYES: *4*
NAYES: *0*
ABSENT: *1 - Celli*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON *1-26-16*

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 *21* DAY OF *FEBRUARY*, 20*16*

Kathy L. Schwelz
Municipal Clerk, N.J.S.

**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:

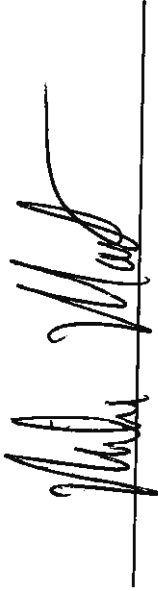
CONFLICT JUDGE

Said contract being made as follows:

TIMOTHY F. McGOUGHRAN, ESQ. \$3,000.00

Said funds being available in the form of:

**2016 BUDGET
PROFESSIONAL LEGAL
APPRO #6-01-128-202 \$3,000.00**



1/8/16

Michael Martin, Chief Financial Officer

Date

R# 23-16

**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 **\$312,000.00** 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 **\$13,916,471.63**.

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: Palloone
SECOND: Bastelli
AYES: 4
NAYES: 0
ABSENT: 1-Celle
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHWELB, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-26-16
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 26th DAY OF JANUARY, 2016
Kathy L. Schwelb
MUNICIPAL CLERK, R.M.C.

Budget Appropriations 2016

Emergency
Temporary
Budget Appropriations
1/26/2016

Green Acres Grant Project
Manahasset Creek Park

\$ 312,000.00

\$ 312,000.00

RESOLUTION ESTABLISHING TERMS AND CONDITIONS
FOR LEASING OF CONCESSION STANDS AT WEST END, COTTAGE PLACE
AND BATH AVENUE, CITY OF LONG BRANCH, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY

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 at the City operated public bathing beach known as West End Beach, located at West End Avenue, Cottage Place and Bath Avenue and the Boardwalk, Long Branch, New Jersey, for use as a concession stand; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the building at the City operated public bathing beach known as West End Beach, at West End Avenue, Cottage Place and Bath Avenue and the Boardwalk, be offered for lease by the City in accordance with the terms and conditions set forth in this resolution.

SECTION 1: RECEIPT OF BIDS

1. The Business Administrator and Purchasing Agent, representing the City Council will receive sealed bids for the above mentioned lease on Wednesday, February 17, 2016, at 11:00AM prevailing time, in the Council Chambers, 2nd Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740.
2. The bid of the highest bidder will be conditionally accepted contingent upon formal action of the City Council at the next regularly scheduled Council Meeting after the date of receipt of sealed bids.
3. A copy of the resolution setting forth the terms and conditions of the lease, and bid documents that must be completed by the successful bidder, are on file in the Purchasing Office , Municipal Building, 344 Broadway, Long Branch, New Jersey 07740 and may be picked up, or upon request, mailed to prospective bidders.
4. The term of the lease shall be for a three year period, and shall run from April 1st through September 30th 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 this 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.

5. The minimum sealed bid for all (3) three locations in said lease shall be \$ 21,000.00 (twenty one thousand dollars) per season.
6. The City Council reserves the right to reject any bid that does not meet or exceed the specified minimum, to reject the bid of any bidder who does not comply with the terms and conditions of the lease as specified herein. If the bid of the high bidder is not accepted, the City reserves the right to reject all bids.
7. The successful bidder must provide Bid Security, in the form of cash or certified check, in the amount of 10% of the total bid, except that the security not exceed \$ 20,000.00 in accordance with N.J.S.A. 40A:11. The bid security will be held by the City until the successful bidder has executed the lease documents, and provided the required insurance certificates and paid the first installment of the annual rent.
8. In the event that the successful bidder does not execute the lease documents and/or provide the insurance certificates and/or pay the rent payment as specified above, the City may take action to rescind the award of this bid, in which case the bidder's security will be forfeited to defray the cost of re-advertising for bids for the lease.
9. It is highly recommended prospective bidders inspect the premises prior to bidding on this lease. Call the City's Purchasing Office at 732-571-5656 during regular business hours to arrange for an appointment with the City's Building Supervisor.
10. The exhaust hood and fire suppression system are the property of the City of Long Branch. The City will have the fire suppression system serviced and certified annually as required by the New Jersey Uniform Fire Code. The lessee is responsible to have the exhaust hood cleaned regularly by a qualified vendor. No modifications may be made to the exhaust hood and fire suppression system without the approval of the City. Should modifications to the exhaust hood and fire suppression system be approved, they must be done by a vendor chosen by the City with the costs paid by the lessee and all modifications will remain the property of the City of Long Branch.

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 1st through September 30th 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 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 April 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 1st 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 (5) 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.

OFFERED: Pailone
 SECOND: Castelli
 AYES: 4
 NAYES: 0
 ABSENT: 1 - Celli
 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 1-26-16
 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 26th DAY OF JANUARY, 2016
Kathy L. Schemel
 MUNICIPAL CLERK, R.M.C.

R# 25-16

RESOLUTION AUTHORIZING INTERLOCAL SERVICES AGREEMENT WITH THE MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR A LEAD PAINT ANALYZER INSTRUMENT

WHEREAS, the City of Long Branch ("City") Health Department entered into an agreement effective January 1, 2016 with the Monmouth County Regional Health Commission No. 1 for a Lead Paint Analyzer Instrument; and

WHEREAS, the City of Long Branch Health Department will utilize the Lead Paint Analyzer Instrument to protect the health, safety and welfare of the citizens of Long Branch from the dangers and public nuisance posed by the presence of lead paint; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., permits local units of the State to enter into a contract with any other local unit for the joint provision within their combined jurisdiction of any service which any part to the Agreement is empowered to rendered within its own jurisdiction; and

WHEREAS, the City of Long Branch Health Department per the recommendation of David Roach, Health Officer, and the Monmouth County Regional Health Commission No. 1 have authorized and approved an agreement which was duly adopted pursuant to N.J.S.A. 40:8A-4 of the Interlocal Services Act, in the form annexed hereto; and

WHEREAS, the City of Long Branch Health Department seeks the Agreement with the Monmouth County Regional Health Commission No. 1 effective January 1, 2016 and through December 31, 2016 for the Lead Paint Analyzer Instrument; and

WHEREAS, the funds necessary for this Interlocal Services Agreement are available in Line Item Appropriation # 6-01-071-215 in an amount not to exceed \$ 540.00 as certified by the Chief Financial Officer for the City as set forth in the attached Certification of Funds.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the agreement between the City of Long Branch and the Monmouth County Regional Health Commission No. 1 regarding utilization of a Lead Paint Analyzer Instrument be and is hereby effective January 1, 2016 and continuing through December 31, 2016; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch be and is hereby authorized to execute the Interlocal Services Agreement between the City of Long Branch Health Department and the Monmouth County Regional Health Commission No. 1 for the Lead Paint Analyzer Instrument.

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch and/or his designee be and is hereby authorized to execute any other document necessary to effectuate the purposes of this Resolution and the attached Interlocal Services Agreement.

OFFERED: Pallo
SECOND: Castelli
AYES: 4
NAYES: 0
ABSENT: 1 - Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

CITY OF LONG BRANCH
I, KATHY L. SCHELL, 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 July 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 16 DAY OF JULY, 2016

Kathy L. Schell
MUNICIPAL CLERK, R.N.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:

CONTRACT FOR LEAD PAINT ANALYZER INSTRUMENT

Said contract being made as follows:

**MONMOUTH COUNTY REGIONAL HEALTH COMMISSION #6-01-071-215,
\$540.00**

Said funds being available in the form of:

HEALTH DEPT #6-01-071-215, \$540.00



Michael Martin, Chief Financial Officer

1/21/16

Date

UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 et seq.
LEAD PAINT ANALYZER

This Agreement entered into this 1st day of January 2016 by and between the Monmouth County Regional Health Commission No. 1 and the **City of Long Branch**.

Witnesseth that:

Whereas, the Monmouth County Regional Health Commission No. 1 and the City of Long Branch desire to contract together in order to utilize a Lead Paint Analyzer instrument and

Whereas, the parties will utilize the Lead Paint Analyzer instrument to protect the health, safety and welfare of citizens from the dangers and public nuisance posed by the presence of lead paint; and

Whereas, the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

Whereas, the Monmouth County Regional Health Commission No. 1 and the City of Long Branch have authorized and approved this Agreement by Ordinance or Resolution duly adopted pursuant to N.J.S.A. 40:8A-4 of the Interlocal Services Act; and

Now, therefore, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Registration:** The Monmouth County Regional Health Commission No. 1 shall register with the New Jersey Department of Environmental Protection for possession of an ionizing radiation-producing machine as set forth in N.J.A.C. 7:28-3 et seq.
2. **Possession:** The Monmouth County Regional Health Commission No. 1 shall acquire a Lead Paint Analyzer Instrument and retain possession of such;
3. **Regular Repair and Maintenance:** The costs incurred for regular repairs, maintenance and annual licensing with the New Jersey Department of Environmental Protection of the Lead Paint Analyzer Instrument shall be the responsibility of the Monmouth County Regional Health Commission No 1.
4. **Proof of licensing and training:** Proof of appropriate licensing and training is required to borrow a Lead Paint Analyzer Instrument in the State of New Jersey. To comply with these requirements, all parties desiring to utilize the Lead Paint Analyzer Instrument shall - as necessary - supply a copy of the following document(s) to the Monmouth County Regional Health Commission No. 1 prior to the release of the lead analyzer instrument.
 - a) The responsible individual to whom the Lead Paint Analyzer Instrument shall be released shall document attendance in a training course offered by the manufacturer of the Lead Paint Analyzer Instrument on the use, care and handling of the instrument.
 - b) The responsible individual to whom the Lead Paint Analyzer Instrument shall be released will need hold a current and valid Inspector/Risk Assessor Health Official Lead Certification Permit issued by the New Jersey Department of Health Senior Services, whenever that individual is implementing activities regulated by (N.J.S.A. 24:14A) - Chapter 13 of the New Jersey State Sanitary Code entitled the Childhood Lead Poisoning Prevention (N.J.A.C. 8:51) and the Public Health Practice Standards for Local Boards of Health - lead activities (N.J.A.C. 8:52 and N.J.A.C. 8:52-5.2 et seq).

c) The responsible individual borrowing the Lead Paint Analyzer Instrument shall while the lead analyzer instrument is in his possession comply with all the Radiation Protection Standards propagated by the New Jersey Department of Environmental Protection and must immediately report to the Radiation Safety Officer any and all conditions included in New Jersey Administration Code, Table 7 - Chapter 28 (N.J.A.C. 7:28-1 et seq.) and the New Jersey Department of Environmental Protection Radiation Protection standards.

5. **Lost or Damage:** While in the possession of the authorized responsible individual, the full cost of replacing the Lead Paint Analyzer Instrument, if stolen or lost; or repairing the instrument, if damaged in excess of normal wear and usage, shall be the sole and full responsibility of the governmental unit on whose behalf the responsible individual borrowed the lead paint analyzer.

6. **Liability:** The Monmouth County Regional Health Commission No 1 and City of Long Branch shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., arising out of or related to performance of any activity under the terms of this Agreement;

7. **Effective Date/Termination:** This Agreement shall be effective January 1, 2016 and ending December 31, 2016.

8. Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services.

9. Contract fees are determined by the Monmouth County Regional Health Commission #1 as associated with annual maintenance and resourcing radioactive canister costs of the LPA 2075 lead paint analyzer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the respective dates indicated below:


Health Officer
Monmouth County Regional Health Commission #1

Adam Schneider, Mayor
City of Long Branch Health


Witness
Date 01/12/16

Witness
Date

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

WHEREAS, the City of Long Branch, in accordance with N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29, may, by resolution, and without public advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Long Branch has the need to purchase goods or services utilizing State contracts on a timely basis; and

WHEREAS, the City intends to enter into contracts with the attached referenced State Contract Vendors through this resolution and properly executed contracts/and or purchase orders, which shall be subject to all the conditions applicable to the current State contracts.

WHEREAS, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract vendors on the attached list, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Long Branch City Council that, pursuant to N.J.A.C.5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced State Contract vendors shall be from date of adoption of this resolution through December 31, 2016, or the date of expiration of the State Contract, whichever is sooner.

OFFERED:	<u>Palloze</u>
SECOND:	<u>Rjastelli</u>
AYES:	<u>4</u>
NAYES:	<u>0</u>
ABSENT:	<u>1-Celi</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY J. 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 July 14
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 14th DAY OF JULY, 2016
Kathy J. Schemel
 MUNICIPAL CLERK, R.M.C.

STATE CONTRACT VENDORS	EXPIRATION DATE
HON FURNITURE	7/31/2017
SHARP ELECTRONICS CORP	12/31/2016
FASTENAL COMPANY	2/28/2017
W W GRAINGER INC	2/28/2017
GOODYEAR/BRIDGESTONE TIRES	3/31/2017
HOME DEPOT INC	7/31/2016
LOWES HOME CENTERS LLC	7/31/2016
W B MASON COMPANY INC	5/6/2018
RIGGINS INC	2/29/2016
TRUIS INC	1/19/2018
CRAFT OIL CORPORATION	5/29/2016
DAVID WEBER OIL CO	5/29/2016
PPC LUBRICANTS INC	5/29/2016
STAVOLA CONSTRUCTION	10/31/2017
TRAP ROCK INDUSTRIES LLC	10/31/2017
CAMPBELL FOUNDRY CO	6/30/2016
JEWEL ELECTRIC SUPPLY CO	12/31/2016
KEER ELECTRICAL SUPPLY CO INC	12/31/2016
BECKERS TREE SERVICE	2/28/2017
PETERS TODD INC	2/28/2017
SHERWIN WILLIAMS CO	7/31/2016

SIPERSTEINS	7/31/2016
DAVID WEBER OIL CO	1/24/2017
TROIL ENTERPRISES LLC	1/24/2017
A E STONE INC	8/31/2016
RIGGINS INC	10/31/2016
KONICA MINOLTA BUSINESS	12/31/2016
CENTRAL JERSEY STARTER	7/20/2018
R&H SPRING & TRUCK REPAIR INC	7/20/2018
ROUTE 23 AUTO MALL	7/20/2018
VERIZON WIRELESS	1/31/2017
CENTRAL JERSEY EQUIPMENT LLC	6/28/2016
CHERRY VALLEY TRACTOR SALES	6/28/2016
LACAL EQUIPMENT INC	6/28/2016
LAWSON PRODUCTS INC	6/28/2016
STORR TRACTOR COMPANY	6/28/2016
BINDER MACHINERY CO	1/29/2017
FOLEY INCORPORATED	1/29/2017
JESCO INC	1/29/2017
LAWSON PRODUCTS INC	1/29/2017
TRANSAXLE LLC	1/29/2017
TRUIS	1/29/2017
W E TIMMERMAN	1/29/2017
FREEHOLD FORD	2/25/2017
UNI SELECT USA INC	2/25/2017

PRO GUARD	CONTRACT #	8137
POINT BLANK ENTERPRISE		81351
RED THE UNIFORM TAILOR		86385
MPH INDUSTRIES		82101
MOBILE VISION		81311
SAMZIES	86391	87562 78921
W B MASON		80975 88839
SIG SAUER		81319
SABRE SECURITY EQUIPMENT		81315
TASER INTERNATIONAL		81321
WHELEN ENGINEER		81336
W W GRAINGER		79875
PINACLE WIRELESS FBO UNITEK		83918
VERIZON WIRELESS		82583
MORNING PRIDE MANUFACTURING		80948
ABSOLUTE FIRE PROTECTION		81340
ATLANTIC TACTICAL	82102	86389 81297
AKRON BRASS COMPANY		80964
BEYER BROS	79161	83470 89258
BEYER FORD	88231	88727 88214
	89263	88730 81346
CONTINENTAL FIRE SAFETY		81365 80956
CHAS S WINNER	88215	83173 88728 86921
	81165	88228 83012 88757
		88726 88758

DELL MARKETING	89850	88796	89967
DRAEGER SAFETY	81301	80962	85086
STATE OF NJ DEPTCOR STATE USE			49131
DAY CHEVROLET			89938
MALI INC TA HOLIDAY INN			80393
EAGLE POINT GUN SHOP			81296
EMERGENCY EQUIPMENT SALES		40274	80972
FIREFIGHTER ONE	81363	86336	80949
HP ENTERPRISE SERVICES			85273
HP INC			89974
HP KANADY		82413	82288
HAVIS INC		87335	84743
KONICA MONOLTA BUSINESS	52046	64044	68256
KALDOR EMERGENCY LIGHTS			81333
GARDEN STATE HIGHWAY PRODUCTS		87100	86462 81444
GEN EL SAFETY & INDUSTRIAL	78927	81356	85084
E & E ENTERPRISES			85429
GLOBAL DISTRIBUTORS			81713
GLOBAL SYSTEMS TECHNOLOGIES			84327
GLOBAL TEL LINK			88935
GRACE GLOBA			89973
SATCOM GLOBAL			85115
LAWMEN SUPPLY	82100	86392	81295

PIERCE MANUFACTURING			83457
PARATECH INC			80970
MORNING PRIDE MANUFACTURING			80948
LEXIS NEXIS			68459
LAWSON PRODUCTS	82100	86392	76910
			85850
			81295
LANIGAN ACCOC.			81299
MOTOROLA SOLUTION			83909
NEW JWERSEY BUSINESS SYSTEMS			83999
		887338	
GOLD TYPE BUSINESS		81342	83904
			91341

R# 27-16

RESOLUTION AUTHORIZING EXECUTION OF A UTILITY EASEMENT WITH 2ND
AVENUE WAREHOUSE, LLC

WHEREAS, on June 20, 2014, the City executed a Redevelopment Agreement with 2nd Avenue Warehouse, LLC ("Redeveloper"), pursuant to which Redeveloper is redeveloping the property located at 15-17 Second Avenue and designated as Lots 1 and 2 in Block 287 on the City of Long Branch Tax Map (the "Redevelopment Property"); and

WHEREAS, the City owns property located directly adjacent to the Redevelopment Property located at the corner of Second Avenue and Broadway and designated as Lots 3 and 28 in Block 287 on the City of Long Branch Tax Map (the "City Property"); and

WHEREAS, in connection with the redevelopment project, Redeveloper seeks and intends to provide for underground utilities to the Redevelopment Property and has requested that the City grant an easement under and across the City Property to provide for such underground utilities; and

WHEREAS, the City believes that the placement of utilities underground is preferred and superior means of providing utility services to the Redevelopment Property and encourages Redeveloper to provide for underground utilities; and

WHEREAS, Redeveloper has agreed to terms that allow for the grant of such a utility easement under and across the City Property at no cost to the City and which protects the City's future use of the City Property, as set forth in the Agreement and Grant of Utility Easement, attached hereto as **Exhibit A**; and

WHEREAS, the City believes it is in the best interests of the City to permit an easement upon the City Property to provide for underground utilities to the Redevelopment Property to support and enhance the redevelopment project upon the Redevelopment Property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor is hereby authorized to execute the Agreement and Grant of Utility Easement, attached hereto as **Exhibit A**.

MOVED: *Pallonetti*
SECONDED: *Pastelli*

AYES: 4
NAYES:
ABSENT: 1 - *Calli*
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 *July 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 *16* DAY OF *July*, 2014.
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

Record and Return to:
Stone Mandia, LLC
685 Neptune Boulevard
Neptune, NJ 07753

Prepared By:
Jason C. Mandia, Esq.

**AGREEMENT AND GRANT OF
UTILITY EASEMENT**

THIS AGREEMENT AND GRANT OF UTILITY EASEMENT is made on this _____ day of _____, 2016, by **THE CITY OF LONG BRANCH**, a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740 (hereinafter collectively referred to as “**Grantee**”) to **SECOND AVENUE WAREHOUSE, LLC**, a New Jersey limited liability company with its principal place of business located at 15-17 Second Avenue, Long Branch, New Jersey 07740 (hereinafter collectively referred to as “**Grantor**”).

WITNESSETH

WHEREAS, Grantor is the owner of certain land situated in the City of Long Branch, County of Monmouth and State of New Jersey, which is shown as Lots 1 and 2 in Block 287 on the City of Long Branch Tax Map and is hereinafter referred to as the “Property of the First Part”; and

WHEREAS, Grantee is the owner of certain land situated in the City of Long Branch, County of Monmouth and State of New Jersey, which land is directly adjacent to the Property of the First Part, and known as Lots 3 and 28 in Block 287 on the City of Long Branch Tax Map and is hereinafter referred to as the “Property of the Second Part”; and

WHEREAS, an Grantee seeks an underground utility easement over a certain portion of the Property of the First Part as set forth in Exhibit “A” attached hereto and incorporated herein (“Utility Easement”); and

WHEREAS, in order to provide for the continued use of the underground utilities and to assure the cooperation of the parties, their heirs, successors and assigns as to the maintenance, repair, replacement and costs of the same, Grantor has agreed to grant the Utility Easement upon the specified portion of the Property of the First Part subject to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration each to the other, in hand duly paid, the receipt and sufficiently whereof is hereby acknowledged, it is mutually agreed as follows:

1. Grant of Easement

a. So long as Grantee is in compliance with the terms and conditions of this Agreement, Grantor hereby grants to Grantee the Utility Easement, without charge for rent or other licensing fees, to install and continue the presence of the underground utilities upon the Property of the First Part in a location as shown on Exhibit "A".

b. The Utility Easement is to be used solely to install, maintain, repair and/or replace of the aforesaid underground utilities upon the Property of the First Part to the Property of the Second Part.

c. Grantee shall not fence, barricade, obstruct or otherwise block any portion or the boundaries of the Property of the First Part in any manner whatsoever.

d. Grantee shall pay all costs of maintenance of any kind or nature whatsoever associated with the Utility Easement and/or maintenance, repair and/or replacement of the aforesaid underground utilities, including repair to damage or destruction to improvements to be developed upon the Property of the First Part as a result of any repair or replacement of the underground utilities. Grantor shall use reasonable good faith efforts to coordinate the future

development of improvements to eliminate or minimize the need to destroy such improvements to access the underground utilities.

- e. Grantee shall hold the Grantor harmless and indemnify Grantor against any claim arising from or associated, either directly or indirectly, with this Utility Easement and Grantee's installation, maintenance, repair and/or replacement of the aforesaid underground utilities.
- f. Grantee shall be responsible for all levies, special assessments or any other charge of any kind or nature whatsoever attributable to the Utility Easement and Grantee's installation, maintenance, repair and/or replacement of the aforesaid underground utilities.
- g. In the event Grantee defaults in any of its obligations under this Agreement, financial and/or non-financial, and same is not cured within sixty (60) days after the date upon which such obligation arose, then Grantor may, without prior notice or the provision of any additional cure period, at Grantor's election, (i) terminate this Agreement and/or (ii) seek any remedy available at law or equity.

2. Reservation of Rights by Grantor

- a. Grantor retains the exclusive right and benefit of any and all compensation (including condemnation) as may be generated, whether presently or in the future, from the entirety of the Property of the First Part, whether such compensation is generated from rights or privileges granted to utility companies, governmental authorities, private development or otherwise either above or below the Property of the First Part.
- b. Grantor retains the exclusive right and benefit to fence, landscape, develop or otherwise improve the Utility Easement area provided that Grantor does not damage or otherwise interrupt the underground utility lines.
- c. Grantee acknowledges that Grantor intends to develop the Property of the First

part or make the Property of the first part available for development.

3. Mutual Cooperation

In all matters relating to approvals, permits or other items dealing with governmental authority in relation to the Utility Easement or the maintenance, repair and/or replacement of the aforesaid underground utilities, Grantor and Grantee agree to cooperate with each other in furtherance of the goals of described in this Agreement.

4. Binding Effect

The provisions of this Agreement shall bind and be deemed to be covenants running with the land. The provisions shall bind and inure to the benefit of the parties hereof and their respective successors and assigns, as the case may be.

5. Recording

This Agreement shall be recorded by Grantee in the deed recording file for both the Property of the First Part and the Property of the Second Part in the office of the Monmouth County Clerk.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement that day and year first written above.

Witness:

SECOND AVENUE WAREHOUSE, LLC

By: Preston Casertano, Manager

Witness:

THE CITY OF LONG BRANCH

By: Adam Schneider, Mayor

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:

I CERTIFY that on _____, 2016, Preston Casertano, Manager of SECOND AVENUE WAREHOUSE, LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is named in and personally signed the attached document on behalf of SECOND AVENUE WAREHOUSE, LLC; (b) is authorized to sign on behalf of SECOND AVENUE WAREHOUSE, LLC; and (b) signed, sealed and delivered this document as the Company act and deed.

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:

I CERTIFY that on _____, 2016, Adam Schneider, Mayor of THE CITY OF LONG BRANCH, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is named in and personally signed the attached document on behalf of THE CITY OF LONG BRANCH; (b) is authorized to sign on behalf of THE CITY OF LONG BRANCH; and (b) signed, sealed and delivered this document as the Company act and deed.

CERTIFICATIONS

APPROVED AS A PRELIMINARY AND FINAL PLAN OF A MINOR SITE PLAN BY THE PLANNING BOARD OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY.

PLANNING BOARD CHAIRMAN	DATE
PLANNING BOARD SECRETARY	DATE
CITY ENGINEER	DATE

APPLICANT: **SECOND VENUE WAREHOUSE, LLC**
 2 BRIDGE ROAD
 HAVERTHILL, NJ 07726

PREPARED BY: **THOMAS P. SANTRY, P.A.**
 15-17 SECOND AVENUE
 LONG BRANCH, NJ 07740

CITY OF LONG BRANCH CLERK	DATE
PRESTON CASERIANO	DATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THIS PROPERTY AND CONSENT TO THE FILING OF THIS APPLICATION.

SK-110215
 Proposed Electrical Service Infrastructure
 DCAP p1k
 2015.11.02



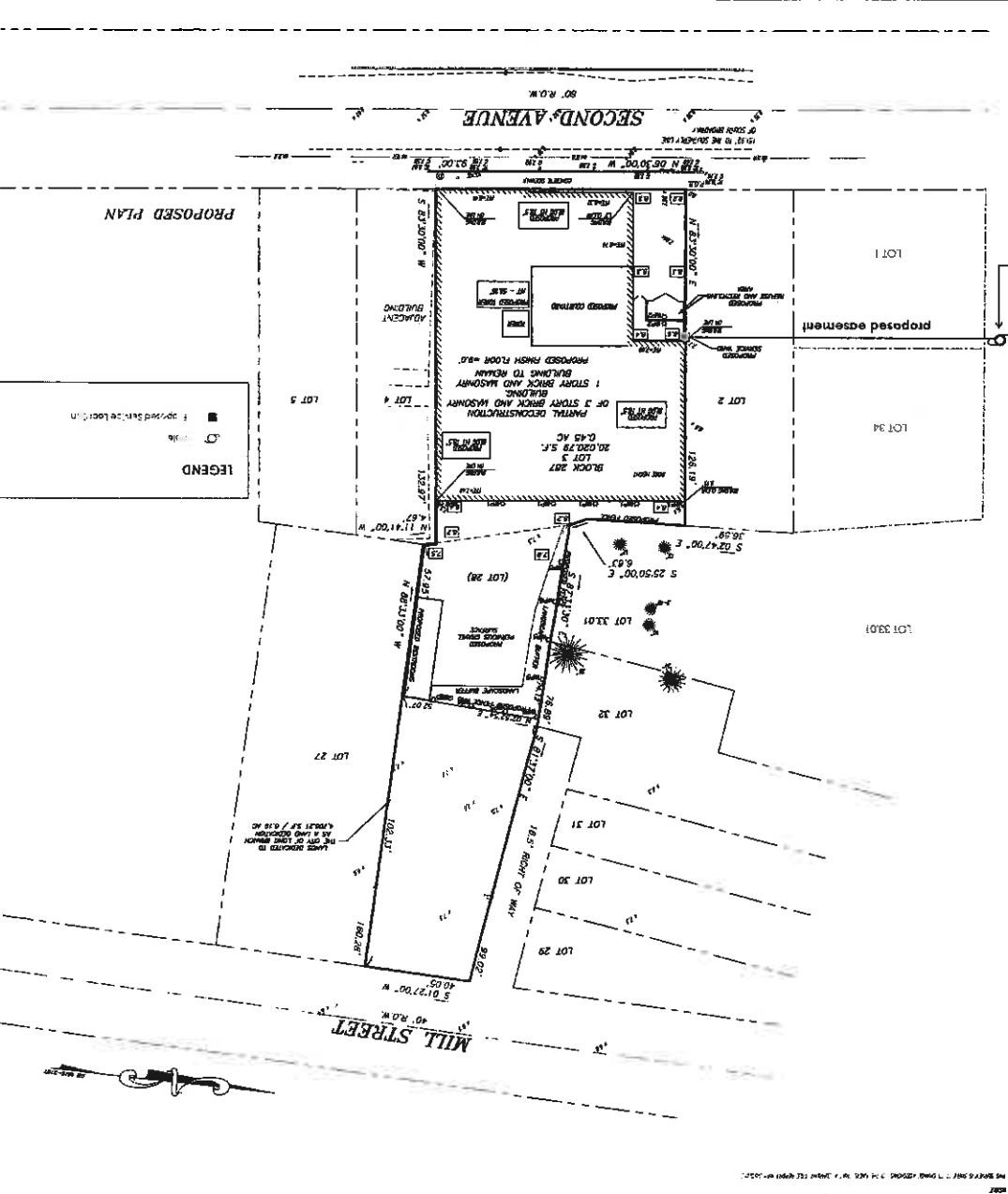
FINAL PLAT MINOR SITE PLAN
 Lot 3 Block 287
 15-17 Second Avenue
 Tax Map Sheet 26
 City of Long Branch
 Monmouth County, New Jersey

THOMAS P. SANTRY, P.A.
 ENGINEERS AND SURVEYORS
 ONE HANDED TRIENT EAST GARDEN ROAD
 MONROE, NJ 07060
 PHONE (732) 741-8800 FAX (732) 741-0084

NO INFORMATION HAS BEEN MADE AS TO THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER CONTAMINANTS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND ADJACENT PROPERTIES AND HAS FOUND NO EVIDENCE OF SUCH MATERIALS OR CONTAMINANTS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND ADJACENT PROPERTIES AND HAS FOUND NO EVIDENCE OF SUCH MATERIALS OR CONTAMINANTS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND ADJACENT PROPERTIES AND HAS FOUND NO EVIDENCE OF SUCH MATERIALS OR CONTAMINANTS.

THOMAS P. SANTRY, P.E.
 PROFESSIONAL LAND SURVEYOR
 STATE OF NEW JERSEY
 LICENSE NO. 12000

SPECIAL NOTES:
 1. THIS PLAN IS BASED ON LAND SURVEY DATA PREPARED BY THOMAS P. SANTRY, P.E., LICENSE NO. 12000, DATED 08-11-2013.
 2. THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, IS THE APPLICANT FOR THIS SITE PLAN.
 3. THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, IS THE APPLICANT FOR THIS SITE PLAN.
 4. THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, IS THE APPLICANT FOR THIS SITE PLAN.
 5. THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, IS THE APPLICANT FOR THIS SITE PLAN.



BROADWAY
 proposed pole

THIS DRAWING IS THE PROPERTY OF THOMAS P. SANTRY, P.A. AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THOMAS P. SANTRY, P.A.

R# 28-16

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: *Pallone*

SECONDED: *Castelli*

AYES: *4*

NAYES: *0*

ABSENT: *1-Celli*

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

1-26-16

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 27 day of JANUARY, 2016

Kathy L. Schmelz

Kathy L. Schmelz, PMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of January 26, 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.

279 Broadway Associates	Rent - January 2016		
A.C. Moore	Holiday Decorations for Christmas Party - Recreation	*	9,866.43
AAMCO Transmissions	Rebuild Transmission - DPW		67.90
Alpha Video & Audio Inc.	One Year Maintenance Renewal - Cable Commission		3,194.00
American Hose & Hydraulics, Co. Inc.	Plow Parts - DPW		595.00
Angelo's Supplies Inc.	Plow Parts - DPW		3,125.70
Apruzzese, McDermott, Mastro & Murphy	General Labor Matters - May & June 2015		290.71
Aramark	Uniforms - Fire Prevention		12,919.09
Arbus, Maybruch & Goode, LLC	Retainer - Planning Board - 2015		188.51
Arbus, Maybruch & Goode, LLC	Legal Services - Planning Board - 2015		6,000.00
AT&T	Telephone Service - Bills Dated 11/16/15 - Central		784.00
Atlantic Plumbing Supply	Plumbing Materials - Laird Street Comfort Station	*	37.58
Auto Parts	Miscellaneous Auto Parts - Various Departments		157.14
B & H Photo	Computer Equipment & Supplies - Various Departments		8,242.95
Barnabas Health Corp. Care	Rabies Booster - Health		1,992.41
Bergey's Truck, Inc.	Truck Parts - DPW		94.00
Beverly Baxter	Ceramic Instruction - December - Senior Affairs		4,470.65
Brothers Towing & Recovery	Impound Tow - Police		175.00
Bullet Lock & Safe Co.	Keys/Locks & Repair - Various Departments		100.00
CCC Heavy Duty Truck Parts Co.	Exhaust - Sanitation		719.30
City of Long Branch Clearing Account	To Reimburse Clearing Account		1,230.19
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	73,011.10
Clayton Block Co. Inc.	Miscellaneous Equipment -DPW	*	40,717.50
Coast Hardware Co. Inc.	Miscellaneous Supplies - DPW		87.00
Conte's Car Wash Inc.	Car Wash Service - November 2015 - Various Departments		46.36
Cooper Electric Supply Co.	Various Electrical Supplies - DPW		493.75
Craft Oil Corporation/Petro Choice	Hydraulic Oil - DPW		1,692.15
Crystal Inn	Temporary Housing - Community Development		2,213.11
CWA Local 1075	Blue Collar Dental & Vision Premium - January 2016		860.00
D&J Mazza Demolition, Inc.	Disposal - Leaves	*	5,000.00
Dearborn National	Life Insurance Premium - January 2016		34,750.00
DiFrancesco, Bateman, Coley, Yospin & Kunzman	Tax Appeals - November 2015	*	1,270.62
Elberon Engine Company	Building Use for Polling - 2015 - Clerk		753.37
Elberon Engine Company	2015 Rental Fee		400.00
Emergency Equipment Sales, LLC	Electrical Supplies - Fire	*	5,350.00
Eric Reisher	Technical Support Services - November & December 2015 - Cable Commission		217.04
Extel Communications, Inc.	Additions to Phone System - Administration & UEZ		250.00
F & C Automotive Supply	Miscellaneous Auto Parts - Sanitation		3,427.83
Fa Nagle the Bagel	Food for Ray Licata Memorial Swim - Recreation		335.99
			90.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Federal Cleaning Contractors	Window Cleaning - December - Recreation		25.00	
Flowers by Van Brunt	Veterans Day Flowers - Administration		540.00	
Ford Motor Credit Company	Vehicle Lease Purchase - 2015 Chevy Tahoe		12,199.41	Pmt. #2
Frank Ravaschiere	Reimbursement - Atlantic City Conference Expenses	*	106.69	
Freehold Dodge, Inc.	Auto Parts - Fire Prevention		172.12	
Freehold Ford Inc.	Auto Parts - DPW		54.86	
Gagliano Appraisal	Tax Appeal - January 2016		962.50	Pmt. #3
Gannett Satellite Information Network, Inc.	Legal Ads - December 2015 - Clerk		3,543.95	
Global Govt./Education	Office Supplies - Police		199.46	
Good Sports	Boys HS Soccer League - Recreation		1,200.00	
Home Depot Credit Services	Miscellaneous Supplies - Laird Street Comfort Station - DPW		191.85	
Horizon Blue Cross Blue Shield	Dental Premium - January 2016		14,040.29	
Hunter Jersey Peterbilt	Fuel Pump - Sanitation	*	2,861.30	
Jack Doherty Companies, Inc.	Repair Sewer Jet - DPW		13,710.71	
Jersey Elevator Co, Inc.	Elevator Maintenance - December 2015 - City Hall Building		182.24	
Jersey Shore Powersports	Miscellaneous Parts for Beach Cart - DPW		68.96	
John's Auto & Truck Repair	Towing Services - DPW		245.00	
Kevin E. Kennedy, Esq.	Professional Services - Seaview Park Condo Assoc. Inc. vs. City of Long Branch - April - June 2015		630.00	Pmt. #1
Lexis Nexis Risk & Information	Yearly Subscription & Cancellation - Admin/Personnel		52.75	
Lisa Gall	Camera Operating Service - December 2015 - Cable Commission		100.00	
Lukoil	Gas - Motorcycles - November - Police		46.13	
Mark Smiga	Travel Reimbursement for NJ Shade Tree Federation Conference - Administration		94.30	
Mazza & Sons Inc.	Recycle Tires - November 2015 - DPW		462.00	
McDonald's Restaurant	Prisoner Meals 2015		128.52	
Meadowlink	UEZ - Year-Round Shuttle - December 2015		3,500.00	Pmt. #3
MGL Printing Solutions	Paper Supplies - Health		262.00	
Monmouth County Police Academy	Various Courses - 2015 - Police		350.00	
Monmouth Truck Equipment Acquisition, LLC	Various Truck Parts - DPW		473.66	
Monmouth University	Use of TV Studio Room - 12/16/15 - Cable Commission		750.00	
Monroe Systems for Business	Office Supplies - Purchasing		51.80	
Moore Medical	Gloves - Fire		154.90	
Motorola Solutions, Inc.	Portable Radio - Planning		1,033.45	
Mr. John	Standard & Handicapped Units - March - November 2015 - Various Departments		286.94	
National Business Institute	Registration for R. Mehlhorn, Sr. - Finance		575.00	
NEC Financial Services	NEC SV9100 System Rental - November & December 2015 - Purchasing		6,364.46	
Neptune Fire House	Use of Building for Polling - Clerk	*	400.00	
New Jersey Motor Vehicle Commission	Duplicate Title - 2000 Dodge Durango - DPW	*	60.00	
Oceanside Service Inc.	Replace Control Board for Server/Phone Room - Police		1,149.00	
Oliver Byron Engine Co	Use of Building for Polling - Clerk		400.00	
Operation Life	Use of Building for Polling - Clerk		400.00	
Paige Company	Office Supplies - Various Departments		219.40	
Pat Krosnicki	Mileage Reimbursement - January - June 2015		553.13	
Provantage LLC	Computer Supplies - Police	*	3,001.45	
Quality Rebuilders	Rebuild Alternator - DPW		145.00	
Ralph Clayton	Materials - Laird Street Comfort Station - DPW		1,875.00	
Red the Uniform Tailor	Uniforms - Police		1,838.60	
Republic Services of NJ	Disposal Bulky Waste - September - December 2015		16,657.67	Pmt. #25-32
Richard's	Food for Staff Meeting - Police	*	208.65	
Riggins Incorporated	Diesel Fuel & Unleaded Gasoline -DPW	*	23,688.02	
RJK Media	Directing/Editing Show - 12/16/15 - Cable Commission		500.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Rockafeller's	Food for Water Rescue - OEM		
Seaboard Welding Supply Inc.	Cylinder Rental - November & Oxygen/Acetylene	*	286.00
Service Tire Truck Center Inc.	Replace Tires - DPW		397.33
Sharp Electronics Corp.	Copier Rental - December - Recreation		850.00
Sickles Market LLC	Food for Christmas Party - Senior Affairs		198.05
Standard Roofings Inc.	Roofing Materials - Laird Street Comfort Station - DPW		249.93
Stavola Asphalt Company, Inc.	I-5 State Mix - Laird Street Comfort Station - DPW		2,286.43
Stavola Contracting Co. Inc.	I-5 State Mix for Pot Holes - DPW		676.36
Stratix Systems Inc.	Copier Maintenance - DPW		125.80
T & M Associates	LSRP Environmental Services - Municipal Building - December 2015		233.00
The Hon Company	Office Storage Equipment - Senior Center		231.00
The Link News	Legal Ads - October & November 2015 - Clerk		775.78
Tiger Direct	Dual LCD Monitor Arm Mount - Police		678.66
Trans-Bearing Co.	Bearings for Snow Plows - DPW		80.54
Treasurer, County of Monmouth	Dumping Fees - November 2015 - DPW		155.22
Treasurer, State of NJ	Underground Storage Tank Program - DPW		72,771.80
Treasurer, State of NJ, Dept. of Comm. Affairs	Boro of West Long Branch & City of Long Branch State Training Fees		150.00
United Parcel Service	Shipping - Finance		45,442.00
Up-tite Fasteners Inc	Threaded Rod - Laird Street Comfort Station - DPW		62.91
Verizon	Telephone Service - Bills Dated 11/1/15 & 11/5/15 - Various Departments	*	20.00
Vision Service Plan	Vision Insurance - January 2016	*	11,130.36
W.B. Mason	Miscellaneous Office Supplies - Various Departments	*	1,154.44
W.W. Grainger Inc.	Batteries - Fire Prevention		4,647.58
			198.00

TOTAL CURRENT 484,733.74

City of Long Branch Clearing Account	To Reimburse Clearing Account		
George Harms Construction Co.	Boardwalk Replacement -Engineer Cert. No. 7	*	1,049,070.35
		*	1,049,070.35

TOTAL CAPITAL 2,098,140.70

City of Long Branch Clearing Account	To Reimburse Clearing Account		
Conte's Car Wash Inc.	Car Wash Service - November 2015 - Animal Control	*	233.26
Dearborn National	Life Insurance Premium - January 2016		12.50
Horizon Blue Cross Blue Shield	Dental Premium - January 2016	*	11.01
Intelligent Products, Inc.	Mutt Mitts - Health	*	189.39
Vision Service Plan	Vision Insurance - January 2016	*	804.00
		*	32.86

TOTAL ANIMAL CONTROL 1,283.02

Beverly Baxter	Ceramic Instruction - December - Senior Affairs		1,031.25
Bits and Pieces Magazine	Subscription Renewal - Community Development		26.95
City of Long Branch Clearing Account	To Reimburse Clearing Account		191.26
Conte's Car Wash Inc.	Car Wash Service - November 2015 - Community Development		6.25

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Dearborn National
 Horizon Blue Cross Blue Shield
 Mr. John
 Natural Sand Co, Inc.
 Vision Service Plan

Life Insurance Premium - January 2016
 Dental Premium - January 2016
 Standard & Handicapped Units - March - November 2015 - Community Development
 Materials for Baseball Fields - Community Development
 Vision Insurance - January 2016

* 7.34
 * 157.26
 155.65
 16,680.22
 * 26.66

18,282.84

TOTAL HUD

City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 D'Ambrisi Wholesale Foods
 Dearborn National
 Fine Fare
 Glia Group LLC
 Horizon Blue Cross Blue Shield
 Joy Anderson, Esq.
 Ohel Simha Congregation
 TWR CST for Ebury Fund 1NJ LLC
 US Bank Cust / Actlien Holding
 US Bank Cust PC 5 Sterling Nat'l
 Verizon
 Vision Service Plan

To Reimburse Clearing Account
 To Reimburse Clearing Account
 Food for Senior Thanksgiving Food Distribution - Recreation
 Life Insurance Premium - January 2016
 Gift Certificates for Walking Club Participants - Recreation
 Tax Sale Premiums
 Dental Premium - January 2016
 Alternate Public Defender - 7/14/15 - Court
 Return of Police Overtime - April & September 2015
 Tax Sale Premiums
 Tax Sale Premiums
 Tax Sale Premiums
 Telephone Service - Bills Dated 11/1/15 & 11/5/15 - UEZ/CDBG
 Vision Insurance - January 2016

* 5,895.63
 * 33,172.50
 1,843.68
 * 3.67
 750.00
 * 1,400.00
 * 78.63
 200.00
 1,262.04
 * 400.00
 * 2,200.00
 * 1,800.00
 * 463.31
 * 13.33

49,482.79

TOTAL TRUST OTHER

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE