

RESOLUTIONS ADOPTED BY COUNCIL ON MARCH 28, 2017:

R68-17 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT'S 2017 SUMMER SERVICES PROMOTION

R69-17 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR CONCERT SERIES 2017

R70-17 RESOLUTION AWARDED CONTRACT FOR PURCHASE OF (2) RTV-X1140 KUBOTA'S FOR BEACH OPERATIONS (KUBOTA/HARTER EQUIPMENT COMPANY)

R71-17 RESOLUTION AWARDED CONTRACT FOR PURCHASE OF ONE (1) 2017 FORD F-150 4X4 CREW CAB TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS (WINNER FORD)

R72-17 RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE BY 49 U.S.C. CHAPTER 53, AND FOR ANY TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

R73-17 RESOLUTION DONATING 2006 FORD CROWN VIC

R74-17 RESOLUTION REJECTING BIDS FOR 24 MONTH CONTRACT FOR PURCHASE OF UNIFORMS FOR BLUE COLLAR WORKERS DEPARTMENT OF PUBLIC WORKS

R75-17 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE AGREEMENT TO PROVIDE MUNICIPAL SERVICES TO MULTI-FAMILY DWELLINGS AND PRIVATE COMMUNITIES

R76-17 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT WITH THE LONG BRANCH SUPERIOR OFFICERS ASSOCIATION LOCAL 10A

R77-17 RESOLUTION PLACE-TO-PLACE EXPANSION OF PREMISE FOR AFP CORP T/A OCEAN PLACE RESORT AND SPA

R78-17 RESOLUTION TO CANCEL 2017 TAXES UNDER NJSA 54:4-3.30 BY THE RECOMMENDATION OF THE TAX ASSESSOR (BLOCK 87 LOT 1.0605)

R79-17 RESOLUTION TO REFUND OVERPAYMENT OF 2017 TAXES DUE TO TAX EXEMPT STATUS NJSA 54:4-3.30 (BLOCK 87, LOT 1.0605, BLOCK 461, 3.02)

R80-17 RESOLUTION TO REFUND OVERPAYMENT OF 2017 TAXES (BLOCK 87 LOT 1.1107)

R81-17 RESOLUTION DISAPPROVING REVISED APPLICATION OF BLUFFS DEVELOPMENT URBAN RENEWAL, LLC FOR A LONG TERM TAX EXEMPTION AND PROPOSED FORM OF FINANCIAL FOR PAYMENT IN LIEU OF TAXES

R82-17 RESOLUTION DESIGNATING SAMTD ACQUISITIONS COOPER AVENUE URBAN RENEWAL, LLC AS A REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT

R83-17 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT WITH THE LONG BRANCH PATROLMAN'S BENEVOLENT ASSOCIATION LOCAL 10

R84-17 RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR SHARED SERVICES WITH THE LONG BRANCH BOARD OF EDUCATION RELATIVE TO FIBER MAINTENANCE

R85-17 RESOLUTION AUTHORIZING AGREEMENT WITH INTEGRATED TECHNICAL SYSTEMS INC. TO PURCHASE (19) PARKING METERS FROM THE RFP PROPOSAL TERMS, CONDITIONS AND PRICE PASSED BY RESOLUTION R169-12

R86-17 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF ONE (1) 2017 FORD SUPER DUTY F-250 SRWXL 4WD REG CAB W/UTILITY BODY TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS

R87-17 RESOLUTION REFUND OF \$25.00 TO ALBERT KAIREY OF COUNTRYWIDE ACCESSORIES FOR MERCANTILE LICENSE LATE FEE

R88-17 RESOLUTION RELEASING ESCROWS (MATULEWICZ/HABITAT FOR HUMANITY)

R89-17 RESOLUTION RELEASING ESCROWS (SICKLER)

R90-17 RESOLUTION 2017 EMERGENCY TEMPORARY APPROPRIATIONS

R91-17 RESOLUTION TO RE-ADVERTISE BIDS FOR CONCESSION STANDS AT WEST END, COTTAGE AND BATH AVENUES

R92-17 RESOLUTION AUTHORIZING NON-FAIR OPEN CONTRACT FOR ATTORNEY COUNSEL SERVICES WILLIAMS MULLIN

R93-17 RESOLUTION INTRODUCTION 2017 MUNICIPAL BUDGET

R94-17 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 68-17

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT'S 2017 SUMMER SERVICES PROMOTION

WHEREAS, New Jersey Transit participates with municipalities each year in the summer services promotion; and

WHEREAS, an agreement is hereby necessary between the New Jersey Transit Corporation and the City of Long Branch to enable the City of Long Branch to participate in New Jersey Transit's 2017 Summer Services Promotion; and

WHEREAS, the summer services promotion is fully described in a letter agreement dated February 13, 2017, which includes a round trip train transportation and a special beach package. The participant, the City of Long Branch agrees to an adult admission fee of \$3.50 for individuals age 14 or over to participate in this program; the balance of the program is detailed in the February 13th agreement attached hereto and made part of this resolution; and

WHEREAS, the City of Long Branch has been asked to execute a copy of the February 13, 2017 correspondence of the New Jersey Transit, as an agreement, which the City of Long Branch believes that it is in the best interest of citizens of the City of Long Branch; and

WHEREAS, Carl Jennings, The Director of Recreation has appeared before the Council and has sought the approval of the Council in the past; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the attached agreement with New Jersey Transit for the New Jersey Transit's 2017 Summer Services Promotion.

MOVED: *Siricanni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, YVES L. SCHAEFLI, 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 3-28-17
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 29th DAY OF MARCH, 2017
Yves L. Schaefer

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

February 13, 2017

Honorable Adam Schneider
Mayor, City of Long Branch
344 Broadway
Long Branch, NJ 07740

Long Branch Beach
Package
Agreement # 17-65

Dear Mayor Schneider:

This letter will serve as an agreement between New Jersey Transit Corporation ("NJ TRANSIT") and Long Branch with regard to NJ TRANSIT's 2017 Beach Services Promotion (the "Beach Package"). This special admission Beach Package will include round-trip rail transportation and a special beach admission ticket. The Beach Package will be valid on Saturday, May 27 through Monday, September 4, 2017 (the "Partnership Period"). This Agreement is made for good and valuable consideration and is subject to the following terms of conditions.

EXHIBIT A, "GLOSSARY OF TERMS" attached hereto and incorporated herein, defines the terminology found within the Agreement. Words in bold indicate the first use of the defined terms within the Agreement.

NJ TRANSIT:

- Agrees to offer the Beach Package to NJ TRANSIT customers and employees, which includes round-trip rail transportation and a special beach admission ticket for the Partnership Period.
- Agrees to sell the Beach Package at all NJ TRANSIT rail stations and ticket vending machines for the Partnership Period, excluding Atlantic City Rail Line and Metro-North stations.
- Create and post a **Deals & Discounts** button located on the Deals & Discounts page at njtransit.com. Customers that click on the button will link to the Summer Services 2017 promotional page at njtransit.com where information pertaining to the Beach Package will reside during the Partnership Period.
- Create and post a promotional page on **@Transit**, NJ TRANSIT's Employee Intranet so employees can review the Beach Package offered during the Partnership Period.

- Draft a **10-second message** to be aired on the NJ TRANSIT Transit Information Center on-hold line (973-275-5555) on a rotating basis, promoting Long Branch and the Beach Package during the Partnership Period. Customers to hear the 10-second message a maximum of one time per call, depending on the length of the script and where the script begins when the customer is placed on hold by NJ TRANSIT's Transit Information Center.
- Include an article in NJ TRANSIT's **FYI Publication** listing Long Branch and the Beach Package. The FYI Publication is placed on light rail and rail vehicle seats and in bus timetable holders systemwide amounting to a distribution of approximately 125,000 pieces in the late May/June Issue of FYI.
- Tweet the Beach Package promotion to NJ TRANSIT followers on Twitter one (1) time during the Partnership Period. NJ TRANSIT has approximately 56,552 Facebook fans and 158,879 Twitter followers.
- Include Long Branch and the Beach Package on **NJTV** (NJ TRANSIT's in-house television monitors for employee news) located at NJ TRANSIT's Newark Headquarters, Maplewood's General Office Building, the Ferry Street Employee Training Center, and Howell, Wayne, Orange, Big Tree, Fairview, Greenville, Hamilton, Ironbound, Meadowlands, Oradell, Egg Harbor, Washington Township, and Walter Rand bus garages. The promotional message appears once every four minutes for approximately one week. NJ TRANSIT to design the slide for NJTV.
- Include Long Branch and the Beach Package information within the NJ TRANSIT Summer Services 2017 campaign, which will include, but will not be limited to **eblasts, Internet ads** and print materials for such **components** as panel cards, interior bus and light rail posters and exterior bus posters. Quantities and ad rotation schedules to be determined, but will be at the sole discretion of NJ TRANSIT.
- Verify each Long Branch Beach Package ticket submitted by Long Branch and reimburse Long Branch at the rate of three dollars and fifty cents (\$3.50) for each whole, verified Long Branch ticket received with the invoice, redeemed by NJ TRANSIT customers during the Partnership Period.

LONG BRANCH:

- Agrees to offer a three dollar and fifty cents (\$3.50) adult admission fee for individuals 18 to 61 years old for the 2017 beach season when they present the ticket obtained by purchasing the Beach Package from rail ticket agents or TVMs. Customers will be advised to check with Long Branch regarding other admission rates and related policies.

- Provide NJ TRANSIT with Long Branch logo in jpeg format so that NJ TRANSIT can create the Deals & Discounts and @Transit pages.
- Agrees to post NJ TRANSIT logo and service information to Long Branch on cityofasburypark.com with a hyperlink to njtransit.com.
- Agrees to submit the collected Long Branch tickets together with an invoice to NJ TRANSIT, Marketing & Business Development – Janet Clark, Acting Senior Director, Marketing & Business Development located at One Penn Plaza East, Newark, NJ 07105-2246 for reimbursement of three dollars and fifty cents (\$3.50) per ticket by NJ TRANSIT at the end of the Partnership Period. Long Branch will only be reimbursed for the number of valid tickets received by NJ TRANSIT.

Additional Terms & Conditions:

1. Upon any breach of this Agreement by Long Branch, or any failure by Long Branch to satisfy and strictly comply with the terms and conditions of this Agreement, NJ TRANSIT will automatically and immediately have the right to terminate this Agreement without prior notice to Long Branch.
2. NJ TRANSIT may terminate this Agreement without any liability to Long Branch without cause and for convenience upon thirty (30) days written notice to Long Branch.
3. Long Branch shall indemnify, keep and save harmless the State of New Jersey and NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants and officials, and each and every one of them, against all claims, just or unjust, made against the State of New Jersey, NJ TRANSIT, or Long Branch, their subsidiaries, successors, assigns, agents, employees, servants or officials on account of injuries, death, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, and all costs and expenses which may in any way accrue against the State of New Jersey, NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants, and officials in consequence of the entering into this Agreement or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts or omissions of the State of New Jersey, NJ TRANSIT, or Long Branch, its subsidiaries, successors, assigns, agents, employees, servants and officials, or of other persons. Further, Long Branch shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the State of New Jersey, NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants and officials, in any such action, Long Branch shall, at its own expense, satisfy and discharge the same.

4. Long Branch agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of Long Branch's involvement in this Agreement. This obligation is subject to the New Jersey Tort and Contractual Liabilities Act.
5. No advertisements or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended, nor shall any derivative works be created, without the express written consent of NJ TRANSIT in each instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT shall be and remain the sole property of NJ TRANSIT and shall not be modified, altered, edited, published, displayed or incorporated into any other works by Long Branch or any of its agents, employees, licensees or contractors, except as expressly authorized and approved in writing by NJ TRANSIT.
6. NJ TRANSIT shall not be responsible for Long Branch's failure to honor its advertised discount.
7. This Agreement may not be assigned or transferred without the prior written consent of NJ TRANSIT.
8. The content for each of the components included within this Agreement are to promote the availability of Beach Packages at Long Branch to NJ TRANSIT customers and employees. The components are to include NJ TRANSIT's logo and url (NJ TRANSIT must always appear in capital letters except when noting the website, njtransit.com). Long Branch is responsible for the design/creative and production of materials. NJ TRANSIT to review and approve all components prior to production and execution.
9. NJ TRANSIT and Long Branch are responsible to ensure that their respective components are met and executed prior to the end of the Agreement Term.
10. This contract embodies the entire agreement between the parties. If any provision is held to be invalid, it shall be considered deleted and shall not invalidate the remaining provisions.
11. No term of the Agreement may be changed without the prior written consent of both parties.
12. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
13. NJ TRANSIT and Long Branch agree that the individuals executing this agreement have the authority to legally bind the respective parties.

EXHIBIT A

GLOSSARY OF TERMS

- **DEALS & DISCOUNTS:** Discounts offered exclusively to NJ TRANSIT customers and accessible on the Deals & Discounts page located on njtransit.com.
- **@TRANSIT:** The name given to the NJ TRANSIT employee Intranet site where discounts are accessible exclusively to NJ TRANSIT employees.
- **10-SECOND MESSAGE:** Approximate length of a pre-recorded, on-hold promotional message for NJ TRANSIT customers while they are waiting for transit information on our (973) 275-5555 information line. NJ TRANSIT customers listen to messages while waiting to be assisted by a NJ TRANSIT representative.
- **FYI PUBLICATION:** NJ TRANSIT customer newsletter distributed systemwide to all rail, bus and light rail customers on a bi-monthly basis. Copies of FYI are placed on light rail and rail equipment seats and in bus timetable holders systemwide amounting to a distribution of approximately 125,000 pieces.
- **NJTV:** NJ TRANSIT's in-house television monitors for employee news and promotional information located at NJ TRANSIT's Newark Headquarters, Maplewood's General Office Building, the Ferry Street Employee Training Center, and Howell, Wayne, Orange, Big Tree, Fairview, Greenville, Hamilton, Ironbound, Meadowlands, Oradell, Egg Harbor, Washington Township, and Walter Rand bus garages.
- **COMPONENTS:** Each of the deliverables identified herein with a small check-off box under the NJ TRANSIT and Partner headings that are in this Agreement.

R# 169-17

**RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL PERFORMANCES
FOR CONCERT SERIES 2017**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the Summer Concert Series for 2016; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Program/Special Events Coordinator, and the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; 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 these contracts in the, **Appropriation #7-01-012-801 in the amount of \$47,400.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes contracts as follows:

Authority Entertainment, for a performance by Philadelphia Funk, for a sum not to exceed \$1,400.

Charles Lambert, for a performance by Chuck Lambert Band, for a sum not to exceed \$1,000.

S.C. Gamblers, for a performance by S.C. Gamblers Band, for a sum not to exceed \$1,000.

Taylor Tote, for performance by Taylor Tote Band for a sum not to exceed \$800.

Marc Muller for performance by Marc Muller Band, for a sum not to exceed \$2,000.

Eryn Shewell for performance by String Bean Stalkers Band, for a sum not to exceed \$1,000.

Eryn Shewell, for performance by Eryn Shewell Band, for a sum not to exceed \$1,000.

Tim Mcloone, for performance by the Shirley's, for a sum not to exceed \$3,000.

The Voodudes, for performance by The Voo Dudes, for a sum not to exceed \$1,000.

Motor City Revenue, for performance by Motor City Revenue Band, for a sum not to exceed \$3,000.

The Weeklings, for performance by Weeklings Band, for a sum not to exceed \$3,000.

Sylvester Russo, for performance by 9 South, for a sum not to exceed \$700.

After the Reign Band LLC, for performance by after The Reign, for a sum not to exceed \$1,500.

- The Nerds, for performance by the Nerds, for a sum not to exceed \$3,000.
- So What Band, for performance by So What Band, for a sum not to exceed \$2,000.
- Ram Records, for performance by The Dough Boys, for a sum not to exceed \$1,800.
- J Hughes Music Co, for performance by Goldenseal, for a sum not to exceed \$1,500.
- Danny's V's 52 Street Band, for performance by 52 Street Band, for a sum not to exceed \$2,800.
- The ASAP Band, for performance by ASAP Band, for a sum not to exceed \$2,000.
- Jirk Inc. for performance by Brian Kirk Band, for a sum not to exceed \$3,000.
- Edwin Muniz, for performance by Swing Sabroso Band, for a sum not to exceed \$1,600.
- David Cedeno, for performance by The Orchestra, for a sum not to exceed \$1,700.
- Brothers Management, for performance by the Good Vibrations, for a sum not to exceed \$5,500.
- Frank Ravaschiere, for performance by Frank Ravaschiere, for a sum not to exceed \$800.
- Deborah Callahan, for performance by Callahan Band, for a sum not to exceed \$800.
- Lifted Enterprise for performance by Reason Why, for a sum not to exceed \$1,500

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

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON 3-28-17
 IN WITNESS WHEREOF, I HAVE HEREBY SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 29th DAY OF MARCH 20 17
Kathy L. Schemelz

**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:

RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES

Said contract being made as follows:

SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS FOR EVENTS THAT TOTAL \$47,400.00

Said funds being available in the form of:

#7-01-012-801 \$47,400.00



Michael Martin, Chief Financial Officer

3/6/17
Date

R# 70-17

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF (2) RTV-X1140 KUBOTA'S FOR BEACH
OPERATIONS**

WHEREAS, the City has the need to purchase (2) Two RTV-X1140 Kubota's for use by the Beach Operations; and

WHEREAS, in accordance with NJAC 52:34-6.2(b) (3), the City may award a contract without publicly advertising for bids when purchasing under a National Cooperative Agreement; and

WHEREAS, the National Joint Powers Alliance (NJPA) cooperative program through a fair and open process, has awarded a contract for purchase of (2) two Kubota's (Contract # 070313) from **Kubota/Harter Equipment Company** for a cost not to exceed **\$33,376.54**, in accordance with the documents annexed hereto, and it is the recommendation of the Director Beach Operations that this equipment will meet the beach needs, and it is in the City's best interest to award a contract to this company for said equipment ; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the Capital Budget, **Appro. Line Item #7-01-450-713, in an amount not to exceed \$33,376.54**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Kubota/Harter Equipment Company**, for purchase of (2) two Kubota's (Contract # 070313) from **Kubota /Harter Equipment Company** with the terms and conditions of National Joint Powers Alliance (NJPA) cooperative program contract, **for a cost not to exceed \$33,376.54**

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

OFFERED: Simanni
 SECOND: Pallone
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 6

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 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 3-28-17
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 29th DAY OF March, 2017

 MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

CONTRACT FOR KUBOTAS BEACH

Said contract being made as follows:

HARTER EQUIPMENT COMPANY \$33,376.54

Said funds being available in the form of:

#7-01-450-713, \$33,376.54



Michael Martin, Chief Financial Officer

3/6/12

Date



070313, CE - 042815 RTV-X1140WL-H WEB QUOTE #724665
 AG - 021815 Date: 2/14/2017 8:20:33 AM
 Arkansas 4600031466 - Customer Information -
 Delaware GSS-13673 SPAULDING, DAVID
 LONG BRANCH

Quote Provided By
 Harter Equipment, Inc.
 BOB SCHUMODY
 615 State Route 33
 Millstone Township, NJ 08535
 email: schumodyb@harterinc.com
 phone: 7324467600

- Standard Features -

- Custom Options -



V Series RTV-X1140WL-H
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 60 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15mph
 High 0 - 25 mph
 Reverse 0 - 17mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.6qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

+ Manufacturer Estimate

TIRES AND WHEELS

HDWS: Front/Rear 25 x 10 - 12, 6 ply

KEY FEATURES

Digital Multi-meter
 Speedometer
 Front Independent Adjustable Suspension
 Rear Independent Adjustable Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench front seats with driver's side seat adjustment
 Rear Bench Seat
 Underfrontseat Storage Compartments
 Lockable Glove Box
 Front Guard (radiator guard and bumper)
 Factory Spray-on Bedliner - "L" Models Only

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Hom
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts
 Rear Protection Screen

DIMENSIONS

Width 63.2 in
 Height 79.7 in
 Length 142.1 in
 Wheelbase 98.2 in
 Tow Capacity 1300 lbs
 Ground Clearance F/R 11.2in / 9.4in
 Suspension Travel 8.0 in
 Turning Radius 17.1 ft

RTV-X1140WL-H Base Price: \$17,178.00

(1) PLASTIC CANOPY (BLACK) VC5043-PLASTIC CANOPY (BLACK)	\$569.00
(1) TEMPERED GLASS WINDSHIELD VC5025-TEMPERED GLASS WINDSHIELD	\$743.00
(1) WORKLIGHTS LED FRONT (2) 77700-VC5050-WORKLIGHTS LED FRONT (2)	\$199.00
(1) WIRE HARNESS KIT / MULTIPLE ACCESSY 77700-VC5080-WIRE HARNESS KIT / MULTIPLE ACCESSY	\$126.00
(1) REAR WORK LIGHT (1) 77700-VC5051A-REAR WORK LIGHT (1)	\$172.00
(1) LED STROBE LIGHT CAB 77700-VC5058-LED STROBE LIGHT CAB	\$160.00
(1) MIRRORS - EXTERNAL (2) 77700-VC5076-MIRRORS - EXTERNAL (2)	\$115.00
(1) WIPER KIT (172 DEGREE) 77700-VC5030-WIPER KIT (172 DEGREE)	\$208.00
(1) TURN SIGNAL/HAZARD LIGHT KIT K7591-99810-TURN SIGNAL/HAZARD LIGHT KIT	\$277.00
(1) BACKUP ALARM K7591-99840-BACKUP ALARM	\$137.00
Configured Price:	\$19,884.00
NJPA Discount:	(\$4,374.48)
SUBTOTAL:	\$15,509.52
Dealer Assembly:	\$488.75
Freight Cost:	\$440.00
PDI:	\$250.00

Total Unit Price: \$16,688.27

Quantity Ordered: 2

Final Sales Price: \$33,376.54

**Purchase Order Must Reflect
 the Final Sales Price**

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
 1000 Kubota Drive
 Grapevine, TX 76051
 or email NA.Support@kubota.com
 or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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7-01-450-713

17-00714

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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-MAR-2018 to 15-MAR-2020



HARTER EQUIPMENT, INC.
615 STATE ROUTE 33
MILLSTONE TWP. NJ 08555

Andrew P. Sidamon-Eristoff
State Treasurer

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KUBOTA TRACTOR CORPORATION	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1000 KUBOTA DRIVE	
	6 City, state, and ZIP code GRAPEVINE, TX 76051	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
9 5 - 2 8 0 1 5 1 3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 12/21/2016
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08646-0282

TAXPAYER NAME:

HARTER EQUIPMENT, INC.

ADDRESS:

615 STATE ROUTE 38
MILLSTONE TWP NJ 08535

EFFECTIVE DATE:

01/15/67

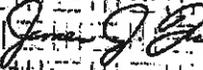
TRADE NAME:

SEQUENCE NUMBER:

005-027

ISSUANCE DATE:

01/23/68


Director
New Jersey Division of Revenue

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

ss:

I, Victor Riga (name of affiant) residing in Millstone Township (name of municipality)
in the County of Monmouth and State of New Jersey of
full age, being duly sworn according to law on my oath depose and say that:

I am VP Sales (title or position) of the firm of _____ (name of firm)

Harter Equipment, Inc., the bidder making this Proposal for

the bid entitled Subota RTV x 1140WL-H (title of bid proposal), and that I executed the said

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

Harter Equipment, Inc.
(Name of firm)

Subscribed and sworn to
before me this day

2/22, 2007

[Signature]
(Signature of affiant)

[Signature]
Signature of Notary Public

Victor Riga
(Type or print name of affiant under signature)

(Seal)

My Commission expires 6/15/2017

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:2524.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michael Spillars	Title:	Bus. Dev. Mgr.
Signature:		Date:	2-22-17

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Harter Equipment Inc.

Organization Address: 6015 State Rt. 33, Millstone Twp NJ 08535

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Susan G. Harter	50 Hedgerow Ln. Manlapan NJ 07726
Estate of Seth W. Harter	
Mary K. Harter	749 Trail Creek Rd. Livingston, MT 59047
Linn L. Harter	1136 E. Curtiss St. Bozeman, MT 59715

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

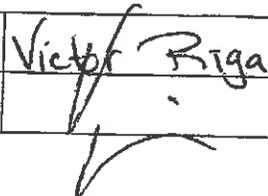
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Victor Riga	Title:	VP Sales
Signature:		Date:	2/22/17

R# 71-17

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF ONE (1) 2017 FORD F150 4X4 CREW CAB
TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City has the need to purchase a work truck for use by the Department of Public Works; 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 Public Works Director and the Purchasing Agent that the brand of equipment, as detailed in Attachments A , annexed hereto, will best meet the needs of the Department of Public Works; 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 Capital Improvements City of Long Branch, Appropriation Line Item #C-04-123-607, in the amount of \$28,660.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract is awarded to **WINNER FORD** for purchase of **one (1) Ford F-150 4X4 Crew Cab Truck** as detailed in attached quote, in accordance with the terms and conditions on New Jersey State Contract # A 88728, for a sum not to exceed \$28,660.00.

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

OFFERED:	<u>Simianni</u>
SECOND:	<u>Pallone</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLE, 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 3-28-17
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 28th DAY OF March, 2017

MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

CONTRACT TO PURCHASE ONE (1) 2017 FORD CREW CAB TRUCK

Said contract being made as follows:

WINNER FORD \$28,660.00

Said funds being available in the form of:

CREW CAB TRUCK #C-04-123-607-\$28,660.00



Michael Martin, Chief Financial Officer

3/9/17
Date



Linda Hoffman
(856) 214-0759 Phone
(856) 488-1915 Fax
lshoffman@winnerford.com
N.J. Contract #88728

2017 Ford F150 4X4 Crew Cab
Standard Equipment
145" Wheelbase
5.0L V8 Engine
6 Speed Automatic Transmission
40/20/40 Vinyl Front Seat
4X4 with Electronic Shift of the Fly
265/70/17 Tires
Power Steering
3.31 Axle
AM/FM Stereo
Air Conditioning
Tilt Steering Wheel
7000 GVWR
Extended Range Fuel Tank
Rear Defroster

27390.00

Options

Rear Privacy Glass

100.00

Power Group

1170.00

COMPLETE COST OF VEHICLE:

28660.00

R# 72-17

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C chapter 53, and for any title 23 United States Code and other Federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a public transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

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

1. The Mayor or his/her designee is authorized to execute and file an application for Federal assistance on behalf of City of Long Branch with the Federal Transit Administration for Federal assistance authorized by 49.U.S.C. chapter 53, Title 23 United States Code or other Federal statutes authorizing a project administered by the Federal Transit Administration.
2. The Mayor or his/her designee is authorized to execute and file with its application(s) the annual certification and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. The Mayor or his/her designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Long Branch.

CERTIFICATION to AUTHORIZING RESOLUTION

The undersigned duly qualified City Clerk acting on behalf of the City of Long Branch, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Long Branch held on March 28, 2017

(seal)



Kathy L. Schmelz, RMC, City Clerk

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

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	3127-2016-1
Temporary Application Number	3127-2016-1
Application Name	Long Branch Pier and Ferry Terminal
Application Status	Initial Review / Concurrence
Application Budget Number	0

Part 1: Recipient Information

Name: Long Branch, City Of (inc)

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
3127	City	LONG BRANCH, CITY OF	081981193

Location Type	Address	City	State	Zip
Headquarters	344 BROADWAY	LONG BRANCH	NJ	07740
Physical Address	344 BROADWAY	LONG BRANCH	NJ	07740
Mailing Address	344 BROADWAY	LONG BRANCH	NJ	07740

Union Information

Union Name	CARPENTERS LOCAL UNION NO 2250
Address 1	Wykoff Place & Maple Avenue
Address 2	
City	Red Bank
State	New Jersey
Zipcode	07701
Contact Name	Thomas Bucco
Telephone	732-747-1267
Fax	
E-mail	online@nrccf.org

Website	
Union Name	DOCKBUILDERS LOCAL 1456
Address 1	395 Hudson Street
Address 2	
City	New York
State	New York
Zipcode	10014
Contact Name	Olaf Olsen
Telephone	212-989-2284
Fax	212-989-5312
E-mail	molsen@si.rr.com
Website	
Union Name	HEAVY & GENERAL LABORERS LOCAL 472
Address 1	378 County Road
Address 2	
City	Aberdeen
State	New Jersey
Zipcode	07747
Contact Name	Joseph Scerbo
Telephone	732-583-6235
Fax	732-583-7175
E-mail	setdir472@yahoo.com
Website	
Union Name	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Address 1	State Highway 138
Address 2	
City	Wall
State	New Jersey
Zipcode	07719
Contact Name	Ed Wells
Telephone	732-681-7159
Fax	
E-mail	info@ibew400.org
Website	
Union Name	NJ STATE JOINT COUNCIL -ATU
Address 1	8 Monica Drive
Address 2	
City	Edison
State	New Jersey

Zipcode	08820
Contact Name	Vito Forlenza
Telephone	908-276-4611
Fax	
E-mail	vforlenza@njtransit.com
Website	
Union Name	OPERATING ENGINEERS LOCAL 825
Address 1	65 Springfield Avenue
Address 2	
City	Springfield
State	New Jersey
Zipcode	07081
Contact Name	Don McGraw
Telephone	973-671-6900
Fax	
E-mail	info825@IUOE825.org
Website	
Union Name	TRANSPORT WORKER'S UNION-LOCAL 225
Address 1	10 nBanta Place
Address 2	Room 107
City	Hackensack
State	New Jersey
Zipcode	07601
Contact Name	Carlos Padilla
Telephone	201-343-94
Fax	201-343-94
E-mail	twu225@aol.com
Website	

Part 2: Application Information

Title: Long Branch Pier and Ferry Terminal

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
3127-2016-1	Initial Review / Concurrence	Grant	5/4/2016	5/4/2016	No

Application Executive Summary

FY 2008/2009 Section 5309 funds which was originally awarded under FTA grant NJ-04-0034-00 (see attached). The City will conduct further engineering and planning for a ferry terminal which was

originally funded and begun under NJ-04-0026-00. Earmark ID numbers: E2008-BUSP-0389 and E2009-BUSP-566.

Note: Work product delivered under NJ-04-0026-00 indicated an initial cost estimate of \$150,000,000. This recommended design configuration was far in excess of any combination of public/private partnership that could have been reasonably assembled to fully complete the work project. Grant monies allocated for NJ-04-0034-00 has not changed the scope of planning work envisioned for this project, but will likely result in a change of design magnitude that will be economically feasible. This design effort will conclude with a preliminary engineering design report.

The period of performance of this project started on November 1, 2008 and will be completed by March 30, 2018. This application does not include funds for Research and/or Development Activities. Indirect costs will not be applied to this application and its scope of work.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Robert	Goodman	Assistant Director	rgoodman@longbranch.org	732-923-2041
	rosaria.luperena@dot.gov			

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5309 - Bus and Bus Facilities (FY2006 forward)	5309-2	20500	\$1,772,320
Local			\$354,464
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$2,126,784

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
3127-2016-1-P1	123-00 RAIL - (123- STATION/STOPS/TERMINALS)	\$1,772,320.00	\$354,464.00	\$2,126,784.00	1
3127-2016-1-P1	12.31.05 - FERRY TERMINAL ENG/DESIGN	\$1,772,320.00	\$354,464.00	\$2,126,784.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: Long Branch Pier and Ferry Terminal

Project Number	Temporary Project Number	Date Created	Start Date	End Date
3127-2016-1-P1	3127-2016-1-P1	5/10/2016	11/15/2008	4/27/2018

Project Description

The City of Long Branch is rebuilding an oceanfront pier that existed in the City until 1987. The new pier will include a ferry terminal, which when operational via high speed ferry, will be capable of transporting passengers from Long Branch to lower Manhattan in approximately forty (40) minutes.

Preliminary design and engineering work will focus exclusively on the breakwater, docking facilities, pier structure, and the ferry ramp related to the ferry terminal.

In November of 2008, the City of Long Branch contracted with McLaren Engineering Group to commence the preliminary engineering for the Long Branch Pier and Ferry Terminal. This work began in February of 2009 and completed Phase I in March of 2010. From this work, engineering analysis work was comprised of site analysis and assessment as well as topographic, hydrographic, wave and environmental force studies.

From April 2010 through July of 2010, McLaren Engineering Group conducted a series of public charette with the greater Long Branch community to introduce early designs and considerations to elicit feedback. From these data gathering discussions, the design team proceeded to a series of preliminary designs for consideration. This work took place from August of 2010 through October of 2010.

The work products delivering design options as well as an economic analysis for feasibility that was delivered in November of 2011; indicated a number of design considerations that would have been in excess of \$150,000,000. These recommended design configuration were far in excess of any combination of public/private partnership that could have been reasonably assembled to fully complete the recommended work project.

From December 2011 through December 2015 the City of Long Branch de-prioritized consideration of the project due to low probability of attracting investment. Due to inactivity, the Federal Transit Administration (FTA) de-obligated the allotted funds for design in November 2015 and notified the City of Long Branch. Through administrative lobbying, the City of Long Branch was able to successfully have the funds restored and worked with the FTA to provide a compliant application and close out of the

previous project work. This work to gain compliance and consideration of a new application was completed in October of 2016.

Project Benefits

To establish and oceanfront transportation linkage from the proposed ferry terminal to Manhattan and other destinations which would enhance development of the City of Long Branch not only on our oceanfront but throughout the entire City and the surrounding communities.

The passenger mix will include daily commuters working in Manhattan, seasonal destination travelers coming to Long Branch for events and access to the beach, and residents from Long Branch and the surrounding area who will use the ferry as a point of departure for trips to sporting events (Yankees, Mets), cultural attractions (Broadway shows, museums), and access to area airports. Facilitating traveler demand, the planned ferry terminal will be within walking distance from a current NJ-Transit station stop and the City has allocated adequate parking in the immediate vicinity.

Additional Information

None provided.

Location Description

Ocean Ave. and Laird St. at the site of the previous pier which burned in 1987.

Project Location (Urbanized Areas)

UZA Code	Area Name
340000	New Jersey

Congressional District Information

State	District	Representative
New Jersey	6	Frank Pallone

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5309 - Bus and Bus Facilities (FY2006 forward)	5309-2	20500	\$1,772,320
Local			\$354,464
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$2,126,784

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
3127-2016-1-P1	123-00 RAIL - (123- STATION/STOPS/TERMINALS)	\$1,772,320.00	\$354,464.00	\$2,126,784.00	1
3127-2016-1-P1	12.31.05 ENG/DESIGN - FERRY TERMINAL	\$1,772,320.00	\$354,464.00	\$2,126,784.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 12.31.05 - ENG/DESIGN - FERRY TERMINAL

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
RAIL - STATION/STOPS/TERMINALS (123-00)	12.31.05	ENG/DESIGN - FERRY TERMINAL	ENGINEERING & DESIGN	1

Extended Budget Description

The City of Long Branch is rebuilding an oceanfront pier that existed in the City until 1987. The new pier will include a ferry terminal, which when operational via high speed ferry, will be capable of transporting passengers from Long Branch to lower Manhattan in approximately forty (40) minutes.

Preliminary design and engineering work will focus exclusively on the breakwater, docking facilities, pier structure, and the ferry ramp related to the ferry terminal.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5309 - Bus and Bus Facilities (FY2006 forward)	5309-2	20500	\$1,772,320
Local			\$354,464
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$2,126,784

Milestone Name	Est. Completion Date	Description
Initial Contract Award	11/15/2008	NJ-04-0026-00 for preliminary engineering design
Project end date	3/30/2018	Project completion with selection of development partner
Commence Phase I Design	2/3/2009	NJ-04-0026-00 preliminary engineering design
Draft Phase I Design	3/10/2010	NJ-04-0026-00 preliminary engineering design - First Deliverable
RFEI Issuances, Submissions and Review	2/23/2018	RFEI Issuances to potential partners
Grant Closeout	4/27/2018	Formal closeout of grant
Economic Feasibility Report	11/15/2011	NJ-04-0026-00 preliminary engineering design - Second deliverable
Contract Award for New Design Team	3/15/2016	NJ-04-0034-00 preliminary engineering design
Commence Phase I Review	9/6/2016	NJ-04-0034-00 preliminary engineering design. Review of previous project deliverables.
Phase II Final Design	11/13/2017	NJ-04-0034-00 preliminary engineering design - Final deliverable.
Final Report to FTA	4/2/2018	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By rosaria.luperena@dot.gov

Comment
Type

Application Details

Date

2/16/2017

1. In 2015, FTA de-obligated FY 2008 and 2009 Section 5309 earmarked funds. The City is requesting that we re-obligate those funds, even though the funds are beyond their period of availability. Please explain the authority that we have to take this action. We need some explanation within the grant, and if we've coordinated with any Headquarters Offices (TPM, TCA, TOA), I'd like to see any documentation (e-mail threads) on this subject.

1. Sent Kim Sledge's approval to restore Long Branch's funding in January 2017
2. The period of availability for the 2008 earmark expired in 2010. Funds were restored in 2016.
3. The period of availability for the 2009 earmark expired in 2011. Funds were restored in 2016.

Comment

2. In the applicant's profile, please attach the City's FY 2017 Certifications and Assurances.

Attached and PINned as of 1/19/17

3. In the applicant's profile, please attach the City's resolution authorizing it to receive FTA funds.

City of Long Branch received 2 Congressional earmarks in 2008 and 2009.

4. The Milestones indicate an "FTA Re-Obligation Action" dated January 2016. What was that re-obligation action?

City of Long Branch entered this date in the milestones assuming the grant would be obligated/executed on that date.

5. Is there a final work product that we are expecting the applicant to produce? When the applicant draws down \$1+ million, what does the Federal Government get?
We will receive a final report once project is complete.

R 73-17

RESOLUTION DONATING 2006 FORD CROWN VIC.

WHEREAS, the City of Long Branch is in possession of a 2006 Ford Crown Vic, VIN 2FAFP71W56X118787 that is no longer useful to the City and the Monmouth County Police Academy has showed interest in the City to donate the vehicle to them for the EVOC driving course for the Academy.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the donation of (1) 2006 Ford Crown Vic, VIN 2FAFP71W56X118787 to the Monmouth County Police Academy.

MOVED: *Strianni*

SECONDED: *Pallone*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-28-17
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 28th DAY OF MARCH 2017
Kathy L. Scheele
MUNICIPAL CLERK, R.O.C.

R# 74-17

RESOLUTION REJECTING BIDS FOR 24 MONTH CONTRACT FOR PURCHASE OF UNIFORMS FOR BLUE COLLAR WORKERS DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Long Branch advertised for receipt of bids on February 22, 2017 for 24 Month Contract for the purchase of uniforms for blue collar workers; and

WHEREAS, upon recommendation of the Long Branch Purchasing Agent it was determined and recommended that the City of Long Branch reject any bids due to deficiencies in the specifications.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reject the bidding of February 22, 2017, and re-bid, as soon as possible.

MOVED: *Sitanni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 3-28-17
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 29th DAY OF MARCH 2017
MUNICIPAL CLERK, K.M.C.

R - 75-17

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE AGREEMENT TO PROVIDE MUNICIPAL SERVICES TO MULTI-FAMILY DWELLINGS AND PRIVATE COMMUNITIES

WHEREAS, this resolution authorizes the Mayor of the City of Long Branch to execute agreements to provide municipal services to multi-family dwellings; and

WHEREAS, N.J.S.A. 40:66-1.2, et seq. (hereinafter referred to as "The Act" and amendments thereto, provides in pertinent part that multi-family dwellings, as defined under "The Act", are entitled to receive certain municipal; services when such services are provided to other residents of the municipality; and

WHEREAS, N.J.S.A. 40:67-23.2 et seq governs Private Communities which are entitled to services, and

WHEREAS, the City and various dwelling units to be serviced under the act which are set forth and mutual understanding of the services to be provided including each parties respective rights, interests and obligations in and to the same, in the within Agreement; and

WHEREAS, Agreement is referenced in this Resolution; and

WHEREAS, the Agreement to be executed by the Mayor and the dwelling units have been reviewed by the City DPW, the Administration and the City Attorney office and all agree that it is in the best interest of the City and its residents

to authorize the Mayor to execute said Agreement on behalf of the City of Long Branch; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch being in the same is hereby authorized to execute on behalf of the City of Long Branch the Agreement to Provide Municipal Services to Multi-Family Dwellings and Private Communities as annexed hereto and made a part hereof.

BE IT FURTHER RESOLVED, that once the Mayor executes the Agreement, the Agreement shall be sent to the dwelling units to be serviced under said Agreement as determined by the Department of Public Works in a list annexed hereto and made a part hereof.

MOVED: *Siranni*
SECONDED: *Pallone*

AYES: *5*
NAYES: *0*
ABSENT: *6*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY 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 *3-28-17*
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *29th* DAY OF *MARCH*, 20 *17*
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.

Multi-family Locations	
Number	Street
711	ART ST
120	ATLANTIC AVE
245	ATLANTIC AVE
81	AVENEL BLVD
320	BATH AVE
355	BATH AVE
375	BATH AVE
111-123	BATH AVE
258	BATH-343 WESTWOOD AVE
78	BRIGHTON AVE
180	BRIGHTON AVE
73	CEDAR AVE
164	CHELTON AVE
87	COTTAGE PL
147	FRANKLIN AVE
762	GREENS AVE
175	LONG BRANCH AVE
240	LONG BRANCH AVE
67	MYRTLE AVE
51	N BATH AVE
95	OAKWOOD AVE
220	OCEAN AVE
661	OCEAN AVE
732	OCEAN AVE
752	OCEAN AVE
333	OCEAN BLVD
385	OCEAN BLVD
555	PATTEN AVE
581	PATTEN AVE
10	PAVILION AVE
108	S COOKMAN AVE
400	SAIRS AVE
474	SAIRS AVE
564	SAIRS AVE
559	SECOND AVE
336	THIRD AVE
205	WEST END AVE
376	WEST END AVE
260	WILLOW AVE
286	CLEVELAND AVE

**AGREEMENT TO PROVIDE MUNICIPAL SERVICES TO
MULTI-FAMILY DWELLING**

THIS AGREEMENT made this ____ day of _____, 20__, by and between THE CITY OF LONG BRANCH, a Municipal Corporation of the State of New Jersey (hereinafter "City"), and _____, hereinafter ("Dwelling"), a multi-family dwelling as defined under N.J.S.A. 40:66-1.2. The address of said Dwelling is: _____.

WITNESSETH:

WHEREAS, N.J.S.A. 40:66-1.2, et seq. (hereinafter "The Act"), and amendments thereto, provides in pertinent part that multi-family dwellings, as defined under "The Act", are entitled to receive certain municipal services when such services are provided to other residents of the municipality; and

WHEREAS, pursuant to "The Act", the City intends to provide certain municipal services to the Dwelling, commencing on Month _____ Day _____, 20__; and

WHEREAS, the City and the Dwelling wish to set forth their mutual understanding of the services to be provided, including each party's respective rights, interests and obligations in and to the same, in the within Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The City shall provide to the Dwelling certain municipal services pursuant to N.J.S.A. 40:66-1.2, et seq., as well as those specified in Chapter 293 of the "Code of the City of Long Branch, New Jersey". With specific reference to the provision of municipal solid waste collection services and recyclable material collection services, the City shall provide such services to the Dwelling in accordance with the rules and regulations contained within Chapter 293 of the "Code of the City of Long Branch, New Jersey".

2. As a supplement to the provisions contained within Chapter 293 of the "Code of the City of Long Branch, New Jersey", the parties hereby agree that the City, and all of its authorized employees, servants and agents, shall enter upon the private property of the Dwelling, and may operate vehicles upon or along private roads, streets or other areas under jurisdiction of the Dwelling, in order to provide municipal solid waste collection services and recyclable material collection services to the Dwelling.

3. The Dwelling shall be permitted to have its municipal solid waste collected from approved dumpster(s) located upon the private property, roads, streets or other areas under the jurisdiction of the Dwelling. All dumpsters must comply with the requirements of Chapter 293 of the "Code of the City of Long Branch, New Jersey".

4. The parties agree that the City shall only provide continued municipal solid waste collection services from dumpster(s) located on the private property, roads, streets or other areas under the jurisdiction of the Dwelling so long as the Dwelling complies with all of the requirements of Chapter 293 of the "Code of the City of Long Branch, New Jersey" and the requirements referenced herein.

5. In consideration for the City's provision of municipal solid waste collection services from dumpster(s) or other containers located on the private property, roads, streets or other areas under the jurisdiction of the Dwelling, as well as for the City's provision of recyclable material collection services from and upon the private property, roads, streets or other areas under the jurisdiction of the Dwelling, the Dwelling does hereby agree to the following:

a. The Dwelling agrees that it will indemnify, save and hold harmless the City of Long Branch, its elected

officials, officers, agents, servants and employees from and against any and all claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof), and judgments that might be made or asserted by anyone, including the individual unit owners or residents of the Dwelling, together with their servants, agents, employees, guests, invitees, licensees and/or trespassers, as well as any other person using the Dwelling's property for whatever reason, for injuries to persons, including death, and/or damages to property arising or resulting from acts, omissions or negligence by the City of Long Branch or any of its authorized officers, agents, servants or employees sustained in, on or about the Dwelling's property during the course of providing the services referenced herein.

b. Upon execution of this Agreement, the Dwelling hereby agrees to provide the City with a liability insurance certificate and rider in the amount of \$1 million dollars for bodily injury, personal injury and property damage, naming the City of Long Branch and its officers, agents, servants and employees as additional insureds, all in connection with services to be provided pursuant to this Agreement.

c. Upon execution of this Agreement, the Dwelling hereby agrees to pay the cost of any insurance rider(s) required by the City to enable municipal vehicles to operate on private roads, streets or other areas under the jurisdiction of the Dwelling.

6. In the event that any action, suit or proceeding is brought against the City of Long Branch or its officers, agents, servants and employees, alleging any liability arising out of the services to be provided as described herein and in Chapter

293 of the "Code of the City of Long Branch, New Jersey", the City shall give notice in writing thereof to the Dwelling by certified mail. Upon receipt of such notice, the Dwelling, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtainment of a judgment against the City. The Dwelling shall instruct its attorney to keep the City Attorney advised as to the status of such matter, including, but not limited to providing copies of any and all documents relating to the litigation to the City Attorney.

7. It is anticipated by the parties to this Agreement that municipal solid waste collection services and recyclable material collection services shall commence on or about Month _____ Day _____, 20__, and shall continue thereafter in such fashion as outlined in this Agreement, unless the Dwelling fails to comply with the requirements of Chapter 293 of the "Code of the City of Long Branch, New Jersey" and/or the requirements referenced herein. The Dwelling hereby waives any and all monetary reimbursement rights, as well as any and all rights to municipal services, as defined in The Act, for services which have not been provided to the Dwelling prior to commencement date, stated above.

8. The Dwelling understands that the within Agreement shall be executed on behalf of the City subsequent to City Council authorization granted at the first available City meeting. Should services to be provided under this Agreement occur after the commencement date due to the reasonable delay in executing the within Agreement, the Dwelling shall not seek any form of monetary reimbursement or other relief from or against the City.

9. This Agreement shall continue and remain in full force and effect from date of execution until either party provides

notice they intended to end the agreement or the City ends the agreement for just cause, as stated below in section 10. The Dwelling shall provide notice of wishing to cancel the agreement in writing to be submitted thirty (30) days in advance of said cancellation. Notice shall be submitted to the City by and through its administrative offices with a copy to the Director of Public Works.

10. In the event that the Dwelling fails to abide by the terms and conditions of this Agreement or the requirements of Chapter 293 of the "Code of the City of Long Branch, New Jersey", the City shall be authorized to immediately terminate this Agreement in its discretion. However, prior to any cancellation or termination by the City, the Dwelling will receive notice in writing to be submitted thirty (30) days in advance of said cancellation. Notice shall be submitted to the Dwelling by and through its officers, managing agent or designated registered agent.

11. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

12. This Agreement constitutes the entire Agreement between the parties relative to the matters set forth herein. Any changes, modifications or alterations thereto must be in writing and approved by the duly authorized representatives of each party in order to be effective.

13. This Agreement shall be interpreted under the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20__.

CITY OF LONG BRANCH

Dated: _____ By: Adam Schneider, Mayor

Dated: _____ By: Kathy Schmelz, City Clerk

DWELLING

Dated: _____ By: _____ President

Dated: _____ By: _____ Secretary

Condos Listing 2017	
ANCHORAGE	480 OCEAN AVE
ARBOR TERR	735 GREENS
AVERY ARMS	119 AVERY AVE
BEACH FRONT NORTH GRAND RESORT	11, 22, 33 COOPER AVE
BEACH FRONT NORTH HOMEOWNER	GRANT, GREELY, WHITMAN
BEACH HOUSE	448 OCEAN AVE
BEECHWOOD	274 BATH AVE
BRIGHTON HOMEOWNERS ASSOC	3 KELLY LANE
CEDAR ARMS TOWNHOUSES-FEE SIMPLE OWNERSHIP	12-34 CEDAR AVE
CEDAR GREENS	96 CEDAR
CEDAR SQUARE	60 CEDAR
CHALET	720 OCEAN
COBBLESTONE	158 HULICK
CORONET	35 STERNBERGER
DEAL MANOR	1001 NORWOOD
DIAMOND BEACH	432 OCEAN BLVD
DUNES	310 OCEAN AVE N
EXCELSIOR	1-23 TOWER RD
GALSWORTHY	65 CEDAR AVE
GANSETT COURT	11-58 GANSETT COURT
HARBOUR MANSION	675 OCEAN
HORIZON HOUSE	2 N. BATH AVE
IMPERIAL HOUSE	787 OCEAN AVE
JOLINE MANOR CONDO ASSOC	168 ROCKWELL
KENSINGTON CT	317-325 BATH AVE
MARINA BAY	580 PATTEN AVE
MATILDA TERR	468 SECOND AVE
NAUTILUS	548 OCEAN BLVD
NEWPORT TOWNHOUSES	51 SOUTH BATH AVE
OCEAN COTTAGE	35 COTTAGE PL
OCEAN COVE	717 OCEAN
OCEAN EAST	460 OCEAN BLVD
OCEAN GLEN	340 OCEAN AVE N
OCEAN MEWS	31 CEDAR AVE
OCEAN PLAZA	525 OCEAN BLVD
OCEAN POINT	422 OCEAN BLVD N
OCEAN VIEW TOWERS	510 OCEAN AVE
OCEAN VILLA	295 OCEAN BLVD
OCEANSIDE VILLA	700 OCEAN AVE
OCEANVIEW VILLA	101-505 VILLA DR
PATTEN COURT	2-20 SHORE DR
PATTEN WOODS	21-128 SHORE DR
PRESIDENTIAL TOWER	300 OCEAN AVE N
PRESIDENTIAL VILLAGE	280 OCEAN AVE N

PROVIDENCE PL	450 OCEAN BLVD
RENAISSANCE	RIVERIA DR
RIVERVIEW VILLAS	563-571 PATTEN AVE.
RIVER POINTE	611 PATTEN AVE.
ROCKWELL ESTATES	200 ROCKWELL
SAND PEBBLES	455 OCEAN BLVD
SANDCASTLE	384 OCEAN AVE N
SEA DUNES	477 OCEAN AVE N
SEA VILLA	680 SECOND AVE
SEA WINDS 1	NEWPORT/SEABREEZE/SUNSET
SEA WINDS 2	1-12 NAVESINK COURT
SEAVIEW PARK	26 OCEAN TERR
SEAWATCH	764 OCEAN AVE
SHORE POINT	1-28 BAYVIEW CT
SHORES AT LONG BRANCH	1-41 CORAL PL.
SHRESWBURY RIVERGATE	RIVERGATE WAY
SPRUCE COMMONS	190 SPRUCE ST
SUTTON PLACE	388 OCEAN AVE N
THE VILLAS AT HARBOR ISLAND	WATERVIEW WAY
TWIN GARDENS	713 GREENS
VICTORIAN VILLAGE	1-12 GRACE CT
WEST END WOODS CONDO ASSOC	728 GREENS AVE
WESTWIND	50 STERNBERGER
WESTWOOD VILLAGE	364 WESTWOOD
WINDWARD CONDOS	165 RIDDLE AVE

AGREEMENT TO PROVIDE MUNICIPAL SERVICES

THIS AGREEMENT made this ____ day of _____, 20__, by and between THE CITY OF LONG BRANCH, a Municipal Corporation of the State of New Jersey (hereinafter "City"), and _____, hereinafter (Association), an owner or occupant of real property located within the City of Long Branch, New Jersey.

WITNESSETH:

WHEREAS, N.J.S.A. 40:66-1, et seq. (hereinafter "The Act"), and amendments thereto, provides in pertinent part that the governing body of a municipality may provide for the collection and disposal of solid waste, and may establish and operate a system therefor; and

WHEREAS, pursuant to "The Act", the City intends to provide certain municipal solid waste collection services to real properties located within the City, having commenced said services on February 1, 2004 and having continued same annually since; and

WHEREAS, the City and the Association wish to set forth their mutual understanding of the services to be provided or have been provided since 2004, including each party's respective rights, interests and obligations in and to the same, in the within Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The City shall provide to the Association the municipal services specified in Chapter 293 of the "Code of the City of Long Branch, New Jersey", in accordance with the rules and regulations contained therein.

2. As a supplement to the provisions contained within Chapter 293 of the "Code of the City of Long Branch, New

Jersey", the parties hereby agree that the City, and all of its authorized employees, servants and agents, shall enter upon the private property of the Association and may operate vehicles upon or along private roads, streets or other areas under jurisdiction of the Association, in order to provide municipal solid waste collection services and recyclable material collection services to the Recipient.

3. In consideration for the City's provision of municipal solid waste collection services and recyclable material collection services from and upon the private property, roads, streets or other areas under the jurisdiction of the Association, the Association does hereby agree to the following:

a. The Association agrees that it will indemnify, save and hold harmless the City of Long Branch, its elected officials, officers, agents, servants and employees from and against any and all claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof), and judgments that might be made or asserted by anyone, for injuries to persons, including death, and/or damages to property arising or resulting from acts, omissions or negligence by the City of Long Branch or any of its authorized officers, agents, servants or employees sustained in, on or about the Recipient's property during the course of providing the services referenced herein.

b. Upon execution of this Agreement, the Association hereby agrees to provide the City with a liability insurance certificate and rider in the amount of \$1 million dollars for bodily injury, personal injury and property damage, naming the City of Long Branch and its officers, agents, servants and employees as additional

insureds, all in connection with services to be provided pursuant to this Agreement.

c. Upon execution of this Agreement, the Association hereby agrees to pay the cost of any insurance rider(s) required by the City to enable municipal vehicles to operate on private roads, streets or other areas under the jurisdiction of the Association, if applicable.

4. In the event that any action, suit or proceeding is brought against the City of Long Branch or its officers, agents, servants and employees, alleging any liability arising out of the services to be provided as described herein and in Chapter 293 of the "Code of the City of Long Branch, New Jersey", the City shall give notice in writing thereof to the Association by certified mail. Upon receipt of such notice, the Association at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtainment of a judgment against the City. The Association shall instruct its attorney to keep the City Attorney advised as to the status of such matter, including, but not limited to providing copies of any and all documents relating to the litigation to the City Attorney.

5. It is anticipated by the parties to this Agreement that municipal solid waste collection services and recyclable material collection services shall commence on or about Month _____ Day _____, 20__, and shall continue thereafter in such fashion as outlined in this Agreement, unless the Association fails to comply with the requirements of Chapter 293 of the "Code of the City of Long Branch, New Jersey" and/or the requirements referenced herein. The Association hereby waives any and all monetary reimbursement rights, as well as any and all rights to municipal services, as defined in The Act, for

services which have not been provided to the Association prior to commencement date, stated above.

6. The Association understands that the within Agreement shall be executed on behalf of the City subsequent to City Council authorization granted at the first available City meeting. Should services to be provided under this Agreement occur after the commencement date due to the reasonable delay in executing the within Agreement, the Association shall not seek any form of monetary reimbursement or other relief from or against the City.

7. This Agreement shall continue and remain in full force and effect from date of execution until either party provides notice they intended to end the agreement or the City ends the agreement for just cause, as stated below in section 10. The Association shall provide notice of wishing to cancel the agreement in writing to be submitted thirty (30) days in advance of said cancellation. Notice shall be submitted to the City by and through its administrative offices with a copy to the Director of Public Works.

8. In the event that the Association fails to abide by the terms and conditions of this Agreement or the requirements of Chapter 293 of the "Code of the City of Long Branch, New Jersey", the City shall be authorized to immediately terminate this Agreement in its discretion. However, prior to any cancellation or termination by the City, the Association will receive notice in writing to be submitted thirty (30) days in advance of said cancellation. Notice shall be submitted to the Association by and through its officers, managing agent or

designated registered agent, or other individual(s), as appropriate.

9. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

10. This Agreement constitutes the entire Agreement between the parties relative to the matters set forth herein. Any changes, modifications or alterations thereto must be in writing and approved by the duly authorized representatives of each party in order to be effective.

11. This Agreement shall be interpreted under the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

CITY OF LONG BRANCH

Dated:

By: _____
Adam Schneider, Mayor

Dated:

By: _____
Kathy Schmelz, City Clerk

Association

Dated:

By: _____
President

Dated:

By: _____
Secretary

R# 76-17

**RESOLUTION AUTHORIZING THE MAYOR
AND CITY CLERK TO EXECUTE AGREEMENT
WITH THE LONG SUPERIOR OFFICERS ASSOCIATION
LOCAL 10A**

WHEREAS, almost all of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

WHEREAS, after negotiations, the City has settled bargaining agreement in order to provide for various terms and conditions of employment for the affected employees; and

WHEREAS, the parties determined that it was necessary to protect their legal rights under the 2013-2018 Agreement to enter into new agreements dated 2013-2016 and 2017-2018; and

WHEREAS, the copies previously approved by the Council contained numerous typo and other errors that needed to be corrected.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the corrected contract agreement between the City of Long Branch and the Long Branch Superior Officers Association Local 10A for the contract term from January 1, 2013 through December 31, 2016 and January 1, 2017 through December 31, 2018.

MOVED: *Simanni*
SECONDED: *Fallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELZ, 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 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF MARCH 2017
Kathy L. Schelz
MUNICIPAL CLERK, R.M.S.

R 77-17

**RESOLUTION PLACE-TO-PLACE EXPANSION OF PREMISE FOR
AFP 104 CORP T/A OCEAN PLACE RESORT AND SPA**

WHEREAS, an application has been filed for a place-to-place transfer, expansion of premise of plenary retail consumption license #1325-36-085-001, located at One Ocean Boulevard, Long Branch, NJ 07740 for the purpose of expanding the premises under license wherein for the sale/service of alcoholic beverages are allowed; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch does hereby approve, effective March 14, 2017 the expansion of the aforesaid Plenary Retail Consumption licensed premises located at One Ocean Boulevard, Long Branch, NJ 07740 to place under license that are delineated in the sketch of the licensed premises attached hereto.

MOVED: *Sirrianni*
SECONDED: *Pallone*

AYES: 5
NAYS: 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 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF MARCH, 2017
Kathy Schemel
MUNICIPAL CLERK, R.E.

ATLANTIC OCEAN

PROPERTY MAP

EXPANSION OF PREMISE

Beach 1

Beach 2

Beach 3

Beach 4

Beach 5

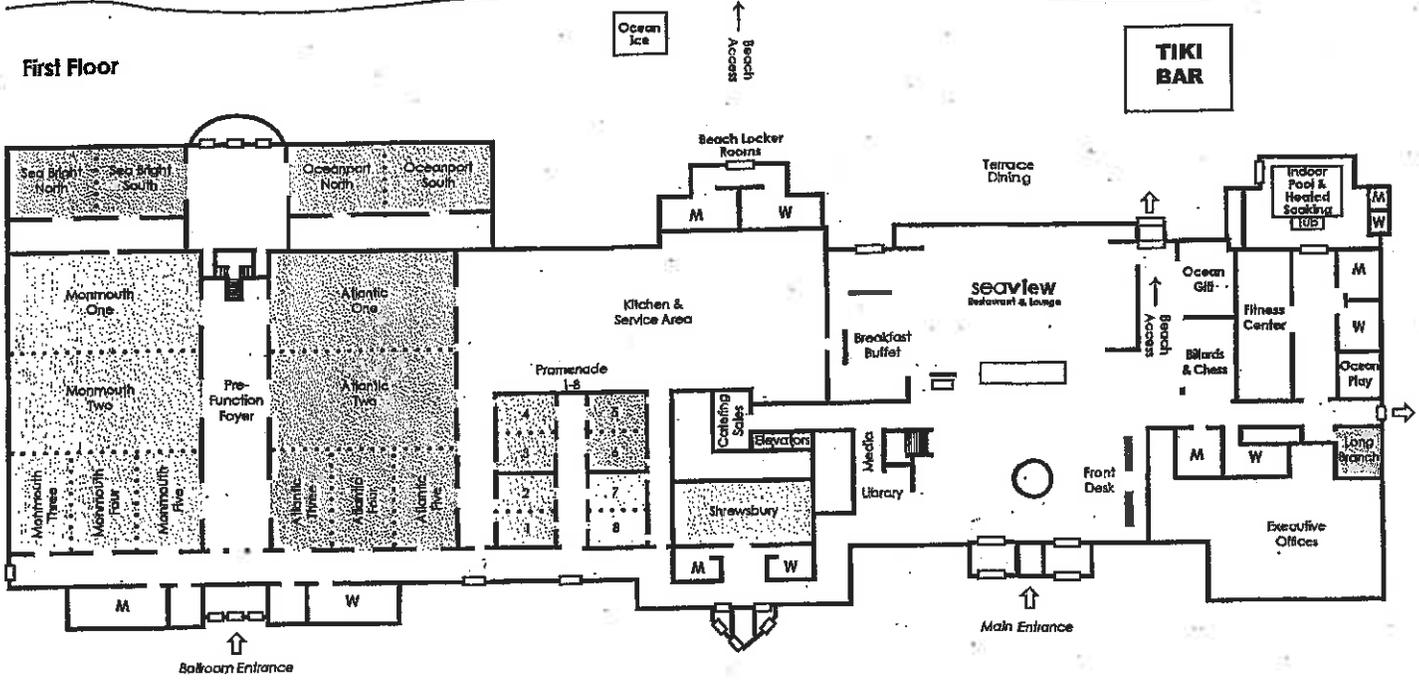
Pier Village →

Boardwalk

Boardwalk

Boardwalk

First Floor



R# 78-17

**RESOLUTION TO CANCEL
2017 TAXES
UNDER NJSA 54:4-3.30
BY THE RECOMMENDATION OF
THE TAX ASSESSOR**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Assessor, 2017 taxes shown below be cancelled due to the property being tax exempt under NJSA 54:4-3.30 from January 1, 2017 and thereafter and,

NOW THEREFORE BE IT RESOLVED that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$3,038.88 for the years indicated.

BLOCK	LOT	OWNER	YEAR	AMOUNT
87	1.0605	Gerald B. Levine 787 Ocean Avenue, Unit 605 Long Branch, NJ 07740	2017	2,552.83
461	3.02	Danielle, Michelle & Eddie Barlotta 30 Beach Avenue Long Branch, NJ 07740	2017	486.05

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT THE ABOVE
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-28-17
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 29th DAY OF MARCH 2017
Kathy L. Schmeltz
Municipal Clerk

R# 79-17

**RESOLUTION TO REFUND
OVERPAYMENT OF 2017 TAXES
DUE TO TAX EXEMPT STATUS
NJSA 54:4-3.30**

BE IT RESOLVED, by the City Council of the City of Long Branch that upon the recommendation of the Tax Collector, the taxes paid on the property due to tax exempt status under NJSA 54:4-3.30, et seq., for the tax year 2017 be refunded and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayers(s) shown below and charge taxes for the years indicated in the total amount of \$1,519.45.

BLOCK	LOT	NAME	YEAR	AMOUNT
87	1.0605	Gerald B. Levine 787 Ocean Avenue, Unit 605 Long Branch, NJ 07740	2017	1,276.42
461	3.02	Danielle, Michelle & Eddie Barlotta 30 Beach Avenue Long Branch, NJ 07740	2017	243.03

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE, COMPLETE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON 3-28-17.
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 28 DAY OF MARCH, 2017.
Kathy L. Schmeltz
 MUNICIPAL CLERK, R.T.M.

R# 80-17

**RESOLUTION TO REFUND
OVERPAYMENT OF
2017 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2017 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2017 taxes in the amount of \$2,000.00.

BLOCK	LOT	OWNER	AMOUNT
87	1.1107	Caliber Home Loans c/o CoreLogic Account of: Rochelle Shapiro Attn: Refund Dept. PO Box 961250 Fort Worth, TX 76161-9858	2,000.00

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 28 DAY OF MARCH 2017
Kathy L. Schemelz
Municipal Clerk, City of Long Branch, NJ

**RESOLUTION DISAPPROVING REVISED APPLICATION OF BLUFFS
DEVELOPMENT URBAN RENEWAL, LLC FOR A LONG TERM TAX EXEMPTION
AND PROPOSED FORM OF FINANCIAL FOR PAYMENT IN LIEU OF TAXES**

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a), 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 the N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the "Redevelopment Plan") for the Redevelopment Area; and

WHEREAS, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the provisions of the *Local Redevelopment and Housing Law*, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, an affiliate of Bluffs Development Urban Renewal, LLC ("Applicant") had proposed a plan for the redevelopment of a portion of the Redevelopment Area containing properties located between Ocean Avenue and Ocean Boulevard and designated on the City of Long Branch Tax Map as Block 216, Lots 11, 12, 13 and 24 (the "Property"); and

WHEREAS, such affiliate of Applicant was conditionally-designated as redeveloper of the Property on August 11, 2015, via Council adopted Resolution #200-15; and

WHEREAS, N.J.S.A. 40A:12A-8 (e) and (f) authorize the City to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the *Long Term Tax Exemption Law*, N.J.S.A. 40A:20-1, et seq. (the "LTTEL") and the *Five Year Exemption and Abatement Law*, N.J.S.A. 40A:21-1, et seq. (the "Five Year Exemption Law") authorize municipalities to enter into financial agreements for the exemption and/or abatements of taxes and a payment in lieu of taxes ("PILOT Agreement"); and

WHEREAS, on or about June 9, 2016, Applicant submitted an application for a tax exemption, pursuant to the LTTEL and the Five Year Exemption Law (the "Application"); and

WHEREAS, the City advised Applicant that the Application would not be considered unless and until Applicant was designated as a redeveloper and executed a redevelopment agreement for the Property; and

WHEREAS, on June 28, 2016, via Resolution #147-16, the City designated Applicant as redeveloper for the Property and authorized the execution of a redevelopment agreement for a proposed project for the Property; and

WHEREAS, on June 30, 2016, the Parties executed a redevelopment agreement for the Property (the "Redevelopment Agreement"); and

WHEREAS, at the request of Applicant, based upon Applicant's status as then current owner of the Property, the City relaxed the requirement to evidence project financing prior to execution of the Redevelopment Agreement and permitted Applicant to provide evidence of such financing at a later date, pursuant to Section 12.1(a) of the Redevelopment Agreement; and

WHEREAS, Section 12.1(b) of the Redevelopment Agreement provides that Applicant "reserves the right and intends to apply for relief for any available tax incentives to facilitate the Project, including, but not limited to, a Payment In Lieu of Taxes ("PILOT") in accordance with the Five-Year Exemption and Abatement Law N.J.S.A. 40A:21-1 et seq. or the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq."; and

WHEREAS, Section 12.1(b) of the Redevelopment Agreement further provides with respect to the foregoing that such "reservation of right shall not be read to imply that the City is expected to grant any such requested relief and any application for same shall be considered on its merits, with the City expressly reserving the right to approve or reject any such application, notwithstanding anything herein.; and

WHEREAS, the City advised Applicant that in light of the execution of the Redevelopment Agreement it would proceed with review and consideration of the Application as if it was received on July 1, 2016, without requiring Applicant to resubmit the Application; and

WHEREAS, between July and November 2016, Applicant engaged in discussions with the Mayor and City consultants concerning the Application and certain deficiencies in the financial information provided therein, as required in the application for and under N.J.S.A. 40A:20-8(e), with the City ultimately agreeing to proceed with a review of the Application despite the lack of complete requested information; and

WHEREAS, the Mayor, City Administration and consultants reviewed and assessed the Application and proposed PILOT Agreement and the Mayor and Council discussed the Application and proposed PILOT Agreement and the Mayors' recommendations with respect thereto; and

WHEREAS, on January 24, 2017, via Resolution 27-17; the Council disapproved the Application for the various reasons set forth in Resolution 27-17; and

WHEREAS, on February 2, 2017, Applicant submitted a Revised Application and request for tax exemption in which Revised Application it sought to address some of the reasons set forth in Resolution 27-17; and

WHEREAS, Council has reviewed the Revised Application and the recommendation of the Mayor, pursuant to N.J.S.A. 40:20-8, and the review and consultation of City consultants.

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Long Branch, that the City hereby disapproves and rejects the Revised Application for a Long Term Tax Exemption submitted by Bluffs Development Urban Renewal, LLC.

BE IT FURTHER RESOLVED that the Council hereby accepts and adopts herein the Mayor's conclusions and recommendations; and

BE IT FURTHER RESOLVED that the Council finds that while the revised financial information submitted by the Applicant appears to support a lower projected return on the project than the original submission, such returns remain relatively healthy and do not suggest a demonstrated need for an exemption to make the project feasible; and

BE IT FURTHER RESOLVED that the Council finds that while there have been some revisions in the Revised Application addressing some issues raised by the City in disapproving the original Application, the revisions do not impact the most significant issues and factors and do not warrant any different conclusion by the City reached in disapproving the original Application.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. 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 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF MARCH 2017
Kathy L. Schemel

RESOLUTION 2017 82-17

RESOLUTION DESIGNATING SAMTD ACQUISITIONS COOPER AVENUE URBAN RENEWAL, LLC AS A REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT

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, in or about October 2015, SAMTD Acquisitions Cooper Avenue, LLC (“SAMTD”) submitted a request for Qualifications (RFQ) outlining its experience and qualifications as a candidate to redevelopment a portion of the Beachfront South Sector of the Redevelopment Area and submitted a Request for Proposal (RFP), outlining a concept for such proposed development (the “Proposed Project”) of properties located along Ocean Boulevard, Cooper Avenue, Witmer Place and Long Branch Avenue, and designated on the City of Long Branch Tax Map as Block 306, Lot 1.01, Block 307, Lots, 8, 9, 13-16, 18-22 and parts of Lots 7, 10 and 11.01 (the “Property”); and

WHEREAS, the Redevelopment Design Review Committee (the “DRC”) and City financial consultants have reviewed the RFQ and determined that SAMTD has preliminarily demonstrated its experience and qualifications to develop the Properties, subject to verification of its ability to finance and construct the Proposed Project once the design details are finalized for the Proposed Project; and

WHEREAS, the DRC has reviewed the RFP and has met with SAMTD and reviewed its design concepts for the Proposed Project and has determined that the Proposed Project, at the conceptual level, meets the goals and objectives of the Redevelopment Plan; and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan, the Design Guidelines Handbook 1, outlining the development standards for the Redevelopment Area generally, and Design Guideline Handbook 3, outlining the development standards specifically for the Broadway Gateway Sector (“Design Guidelines”); and

WHEREAS, on December 8, 2015, SAMTD appeared before the Mayor and Council of the City during a public meeting and presented the Proposed Project for the development of the Property; and

WHEREAS, the Council determined that the Proposed Project required further refinement in certain design details, as well as consideration and negotiation of various elements of the Proposed Project, including but not limited to the appropriate density, appropriateness or need for tax exemption or abatement and the public infrastructure to be provided and/or funded in connection with the Proposed Project, and, based thereon, conditionally-designated SAMTD as a redeveloper for the Property, via Resolution 37-16, subject to further review and refinement of SAMTD's plans to construct and finance the Proposed Project and the negotiation and execution of a redevelopment agreement; and

WHEREAS, the Council extended SAMTD's conditional-designation, via Resolution 191-16 and Resolution 20-17; and

WHEREAS, the City and SAMTD have progressed the project design and discussed various terms for the Proposed Project and with to continue such discussions and negotiations.

WHEREAS, the City and SAMTD have negotiated an acceptable form of redevelopment agreement setting forth the respective rights and obligations of the parties in connection with the implementation of a Proposed Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that SAMTD Acquisitions Cooper Avenue, LLC, n/k/a SAMTD Acquisitions Cooper Avenue Urban Renewal, LLC is hereby designated as the redeveloper for the Property and the Mayor is hereby authorized to execute the Redevelopment Agreement attached hereto as Exhibit A and incorporated herein.

MOVED: *Srianni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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REGULAR MEETING HELD ON 3-28-17
IN WITNESS WHEREOF, I HAVE HEREOF TO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF MARCH 2017

Kathy L. Schemelz
Municipal Clerk

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of March, 2017 by and between **THE CITY OF LONG BRANCH**, (hereinafter referred to as the “City”), a Municipal Corporation and Body Politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and **SAMTD ACQUISITIONS COOPER AVENUE URBAN RENEWAL, LLC** a New Jersey Limited Liability Company established and operated within the State of New Jersey, with its principal place of business located c/o Charles Avery, 317 Route 34, Suite 201, Colts Neck, NJ 07722, (hereinafter referred to as “Redeveloper”, referred to collectively as the “Parties”).

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a), 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 the N.J.S.A. 40A:12A-5(a)-(e); and

WHEREAS, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the “Redevelopment Plan”) for the Redevelopment Area; and

WHEREAS, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the provisions of the *Local Redevelopment and Housing Law*, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”) for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, Redeveloper has proposed a plan for the redevelopment of a portion of the Redevelopment Area of properties located along Ocean Boulevard, Cooper Avenue, Witmer Place and Long Branch Avenue, and designated on the City of Long Branch Tax Map as Block 306, Lot 1.01, Block 307, Lots, 8, 9, 13-16, 18-22 and parts of Lots 7, 10 and 11.01 (the “Property”) (the “Properties”); and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan; and

WHEREAS, pursuant to the Redevelopment Plan, the Property is located in the Broadway Gateway Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1 and 3 (the “Design Guidelines”); and

WHEREAS, Redeveloper was conditionally-designated as redeveloper of the Property on December 22, 2015, which conditional-designation has been extended and continued while the parties have been engaged in a collaborative design process and negotiation of the terms, rights and obligations with respect to the proposed project for the Property, as set forth in this Agreement; and

WHEREAS, N.J.S.A. 40A:12A-8 (e) and (f) authorize the City to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, on February 14, 2017, Redeveloper appeared before the Mayor and Council and the public to present its proposed project; and

WHEREAS, the City finds the current proposal as set forth and further defined in the Project drawings, architectural renderings, landscape plans, and draft Site Plan, attached hereto as “**Exhibit A**” (the “Project”) consistent with the Redevelopment Plan and Design Guidelines; and

WHEREAS, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of Project upon the Property.

NOW THEREFORE, in consideration of the mutual premises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Defined Terms.

The Parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified below and such definitions shall be applicable equally to the singular and plural forms of such terms.

“**Applicable Law**” means any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

“**Certificate of Completion**” means a written Certificate issued by the City in accordance with Section 4.2 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to a certain unit or aspect of the Project, if applicable, whose issuance shall serve to release the relevant unit or aspect of the Project and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

“**Certificate of Occupancy**” means as defined in the Uniform Construction Code at N.J.A.C. 5:23.1.4, and as may be issued by the City relative to a particular unit or aspect of the Project indicating that such unit or aspect of the Project has been completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

“**Completion**”, “**Complete**” or “**Completed**” means (i) that all work related to the Project in its entirety, has been completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan, and in compliance with all Applicable Laws so that the

developed Property may be used and operated under the applicable provisions of this Agreement, and (ii) that all permits, licenses and approvals required for the Property are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion.

“Effective Date” means the date that the last party executes this Agreement.

“Governmental Approvals” or **“Approvals”** means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any governmental authority(ies) having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

“Impositions” means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, set forth herein or by Ordinance and or Statute which, at the time of the Effective Date, are or may be levied upon any portion of the Property or on any of the Improvements constructed thereon.

“Improvements” means all buildings, structures and appurtenances including, without limitation, facilities and amenities, telecommunications equipment, surface parking or a structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatments and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Property and the streets immediately abutting the Property.

“Planning Board” means the City of Long Branch Planning Board.

“Project” means the development of Improvements, as more specifically described in Exhibit A to this Agreement and in Redeveloper’s site plan to be filed with the Planning Board in, on and around the Property pursuant to the terms set forth in this Agreement.

“Project Schedule” means the schedule attached hereto as **“Exhibit B”** which designates the order of and timeframes for the permitting and construction of the Improvements on the Property.

“Substantial Completion” means a stage of a construction or building project or a designated portion of the project that is sufficiently complete in accordance with construction documents as so approved by all necessary Governmental Agencies, so that the owner may use the building, project or designated portion thereof for its intended purpose.

ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 Purpose; Designation as Redeveloper. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and Redeveloper in connection with the development of the Property by Redeveloper. The City hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive redeveloper of the Property. In connection with such designation and appointment, Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan and Design Guidelines. Further, the City agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2 Project Description. The Project shall consist of the construction of 169 market rate multi-family residential units, plus an additional unit for a full-time on-site property manager, along with associated site improvements as detailed on the site plan and architectural set forth in Exhibit A all consistent with the Redevelopment Plan for the Property. The Redeveloper shall be entitled to develop the Project in one or more phases as may be approved by the City and the City Planning Board.

2.3 Project Development. The Project shall be designed and developed in accordance with the Redevelopment Plan, Design Guidelines and Exhibit A hereto. The City agrees that the Project as set forth on Exhibit A complies with the Redevelopment Plan and Design Guidelines. Any modifications that would trigger a “d” variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to request an amendment to the Redevelopment Plan, which request may be granted or denied in the City’s reasonable discretion. Any modifications from the Redevelopment Plan that would be deemed a bulk or “c” variance pursuant to N.J.S.A. 40:55D-70(d) or a “design waiver” under applicable Ordinance shall be submitted to the Planning Board for consideration as part of the site plan application by Redeveloper, subject to prior review and approval of the City.

2.4 Amendment of Development and Design Concepts. Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically or economically impractical. Such modifications shall be subject to the prior review and approval of the City. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and Design Guidelines and approved by the City prior to filing for same before the Planning Board.

It is acknowledged by the Parties that certain specific elements of the Project as shall be approved by the City and its consultants, including but not limited to exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the City's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific exterior elements and/or materials as have been approved. Redeveloper shall not deviate from such specific exterior elements or substitute any such specific materials which substantially alter the appearance of the building or quality of the architectural treatments and materials without the City's express written approval which shall not be unreasonably withheld, conditioned or delayed so long as such substituted materials or treatments are deemed by the City to be substantially equivalent to the materials originally approved.

2.5 Development Schedule. Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as "Exhibit B", subject to delay caused by an Uncontrollable Circumstance, as defined in Article 10 of this Agreement. The City shall consider requests by Redeveloper to extend the Project Schedule or any portion thereof for reasons that may not constitute an Uncontrollable Circumstance, such as significantly adverse market conditions or unavailability of financing on commercially reasonable terms, which request the City shall not unreasonably deny upon satisfaction that requiring Redeveloper to proceed under the circumstances would be economically or practically infeasible.

2.6 Qualified Entities.

(a) The Project will, at Redeveloper's option, be developed, in whole or in part, by (i) Redeveloper, (ii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper is the sole beneficial owner, or (iii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper are collectively the sole beneficial owners, subject to the review of the City.

(b) A "Qualified Entity" is a partnership, corporation, limited liability company or other legal entity which has demonstrated to the satisfaction of the City that:

- (i) It has the financial capacity to undertake the development, construction and operation of the Property in question, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Property;
- (ii) It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Property in the Redevelopment Area and expressly assumes all such obligations;

- (iii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten (10%) percent (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such entity's application for consideration as a Qualified Entity;
- (iv) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such entity, is not a target of a criminal investigation;
- (v) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the City or Redeveloper which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the City or Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the City or Redeveloper;
- (vi) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;
- (vii) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any City, State, or Federal ethics law and entering into the proposed transaction with Redeveloper and the City will not cause any such violation or result in a conflict of interest; and

(viii) It shall comply with any other conditions that the City may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

(c) Redeveloper as Qualified Entity. Redeveloper has heretofore presented evidence to the City as to it being a Qualified Entity and the City has acknowledged same, and the Redeveloper further represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such evidence and representation, Redeveloper is hereby deemed a Qualified Entity.

(d) Qualified Entity Approval Process. In the event that the Redeveloper seeks to assign or transfer any interest in the Project that is not a Permitted Transfer under Section 13.2 herein, Redeveloper shall provide written notice to the City and the entity to which Redeveloper desires to make such assignment or transfer must be approved by the City as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from Redeveloper, the City shall provide written notice to Redeveloper either 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above. Approval by the City of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in Redeveloper. In the event of a denial by the City of an entity as a Qualified Entity as provided above, or in the event the City requests additional information, Redeveloper may resubmit its request to the City that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from Redeveloper, the City shall provide written notice to Redeveloper stating whether the City approves of such entity as a Qualified Entity and, if the City does not approve of such entity as a Qualified Entity, the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above.

ARTICLE 3 - PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATIONS FOR REDEVELOPMENT OF PROJECT

3.1 Procedures; General. The process shall consist of an application to the City Planning Board for review and approval of a site plan for the Project to be developed pursuant to this Agreement. The development process shall be in accordance with the LRHL and the New Jersey Municipal Land Use Law (“MLUL”). Nothing herein is intended to restrict the exercise of the Planning Board’s governmental authority with respect to applications for site plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the MLUL. This procedure shall be used for all development applications by Redeveloper.

3.2 Application for Project.

(a) Application. Redeveloper shall submit to the City a full Planning Board application and set of documents for approval of a proposed development pursuant to the (the “**Application**”) prior to or simultaneously with submission to the Planning Board. The City will submit the Application for a pre-application review by the New Jersey Department of Environmental Protection (NJDEP”), in connection with which the City will confer with Redeveloper and its professionals. Redeveloper may submit its Application to the Planning Board at any time after the execution of this Agreement.

(b) Redevelopment Plan Application Requirements. The Application shall include information sufficient to determine compliance with applicable provisions of the Redevelopment Plan encompassing the following:

- (i) Plans depicting existing rights-of-way and easements in the portions of the Redevelopment Area that are the subject of the Application.
- (ii) Architectural renderings of the proposed development.
- (iii) Plans noting the use, location, plan area, setbacks, height and bulk of all existing and proposed structures within the portions of the Redevelopment Area that are the subject of the Application and their consistency with the Redevelopment Plan.
- (iv) Plans showing vehicular parking and loading areas and a layout of pedestrian and vehicular circulation patterns in relation to the buildings that are the subject of the Application.
- (v) Landscape plans sufficient to show general design concepts, including but not limited to lighting and signage design.
- (vi) A schedule that generally reflects the phasing of construction, as necessary and within the time period(s) set forth in the Project Schedule attached as “Exhibit B” hereto.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no later than five (5) calendar days prior to any hearing before the Board on the application, so as to afford Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

3.3 Other Governmental Approvals. It is acknowledged by both parties that it may be necessary for Redeveloper to obtain Approvals or permits from other governmental agencies in order to undertake development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The City agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the City, which may be required of it to enable Redeveloper to properly apply for and obtain such permits or Approvals in a timely fashion, including making applications in the name of the City if requested by Redeveloper or if required by law to do so. The City agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the City on a monthly basis the status of such applications and Approvals.

3.4. CAFRA. The requirements of the Coastal Area Facilities Review Act (CAFRA) shall be addressed through compliance with the Redevelopment Area Permit, as set forth in N.J.A.C. 7:7-7.4 (30 N.J.R. 645 (1998)). Redeveloper shall process and secure under the City's CAFRA Sector Permit the Redeveloper's CAFRA Application for this project within thirty (30) days from the date of Planning Board Approval. The City will participate in a pre-application meeting with CAFRA prior to submission of the Site Plan Application and Redeveloper will include the City on all communications with NJDEP in connection with the CAFRA Application and the City shall endorse and support approval of the CAFRA Application. The Redeveloper shall bear the cost of the preparation of all plans for submission to the N.J.D.E.P. in support of its Application and pre-application, as well as any City Costs.

ARTICLE 4 - CONSTRUCTION OF PROJECT

4.1. Suspension of Construction.

Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Property, except in the event of an occurrence of an Uncontrollable Circumstance, as set forth in Article 10 herein.

If Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of one hundred and twenty (120) consecutive days for reasons other than an Uncontrollable Circumstance, and the suspension or abandonment is not cured, remedied or explained in writing within thirty (30) calendar days after written demand by the City to do so, then such shall constitute an Event of Default by Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

4.2. Certificates of Occupancy and Certificate of Completion.

(a) Upon completion of the construction of the Improvements and/or each Phase or unit, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the City for a Certificate of Occupancy for the Project or completed Phase(s) or unit(s).

(b) Upon completion of the overall Project or, if applicable, a phase thereof, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law(s), the City shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project, or phase thereof, in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project, or applicable phase thereof. Upon issuance of a Certificate of Completion for the Project, or applicable phase thereof, (a) the agreements restrictions and covenants set forth in Section 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6 hereof which shall survive in accordance with the terms of Section 6, (b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and (c) the land and Improvements constituting the Project, or applicable phase thereof, and the Property shall no longer be subject to eminent domain based upon such conditions. If the City shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by Redeveloper, the City shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Monmouth County Clerk's office.

(c) The City acknowledges that to facilitate closings upon sales of completed units, if any, Redeveloper may need issuance of a Certificate of Completion on a unit-by-unit basis. Accordingly, if requested by Redeveloper, the City agrees to issue Certificates of Completion on a unit-by-unit basis for those units for which a contract of sale has been entered into simultaneously with the issuance of Certificates of Occupancy for each unit.

4.3 Design Elements.

(a) Utility services and electrical lines: The cost for utility upgrades and installations required in connection with this Project shall be the responsibility of Redeveloper as required under the approved site plan or otherwise required under this Agreement.

(b) Streetscape improvements: All costs for streetscape improvements that are shown on the Approved Site Plan are the responsibility of Redeveloper. This includes

landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements that are shown on the Approved Site Plan. This may be separate and apart from any obligation for contribution or off-site and off-tract improvements pursuant to Article 5 herein.

(c) **Reimbursement for Snow Removal:** Redeveloper will be responsible for snow removal on Cooper Avenue from Ocean Blvd to Witmer Place, for which the City will reimburse Redeveloper no less than annually for the costs incurred by Redeveloper for such snow removal upon documentation of such costs provided to the City.

4.4 Contribution To Costs And Financial Obligations

(a) **Redevelopment Fee.** Redeveloper shall pay a one-time “**Administrative Fee**” as established by City Ordinance in the amount of One Hundred Thousand (\$100,000.00) DOLLARS upon execution of this Agreement.

(b) Escrow Fees.

- (i) City Costs. City’s reasonable and necessary Costs shall include, but not be limited to any fees and reasonable costs of any professional consultant, contractor or vendor retained by the City to present or endorse the Project in connection with any Governmental Approvals or completing due diligence with respect to the terms of the Redevelopment Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys and financial consultants, among others, and all other out-of-pocket reasonable costs and expenses of the City incurred in its assistance in implementation of the Project or in connection with the defense of any approvals of the Project, pursuant to the LRHL, N.J.S.A. 40A:12A-8(e) and (f). Redeveloper has previously entered into an Escrow Agreement and established an Escrow Account with the City to be maintained in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00), as part of Redeveloper’s conditional-designation for the funding of reasonable City Costs incurred by the City in connection with the Project. Redeveloper shall maintain such escrow account as an obligation hereunder until the issuance of a Certificate of Completion.

Should the above amount be insufficient to cover City Costs, within thirty (30) days of the receipt by Redeveloper of written notice from City that the amount in the escrow account has decreased to two thousand and five hundred dollars (\$2,500.00), Redeveloper shall replenish the escrow account with the City to the

amount of THIRTY THOUSAND (\$30,000.00) DOLLARS. If the City Costs incurred by City exceed the amount in the escrow account, Redeveloper will pay such costs upon thirty (30) days written notice from City that such costs are due which notice shall itemize all costs incurred to date and projected itemized costs.

The City shall provide Redeveloper with copies of all professional invoices paid from the Escrow Account. Should a dispute arise between the parties herein as to the amount of Escrow requested by the City, said dispute shall be adjudicated as set forth in M.L.U.L. 40:55D-53.2a.

- (ii) Planning Board. The Redeveloper shall post with the Planning Board such escrow fees as reasonable and necessary to reimburse the Planning Board for its professional, expert, engineering and legal costs incurred in the application review and determination process in accordance with the provisions of the MLUL.

4.5 Tax Exemption

The Redeveloper intends to apply for a long term tax exemption for the Project under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-et seq. ("LTTEL"). The Redeveloper will submit the required application and financial information required to evidence the benefits and importance of the long term tax exemption as required under Section 11 of the LTTEL. The City agrees to review and act on the long term tax exemption application submitted by the Redeveloper in accordance with the LTTEL.

ARTICLE 5 – OFF-SITE AND OFF-TRACT IMPROVEMENTS AND CONTRIBUTIONS

The parties agree and acknowledge that Project qualifies for a permissible total density of 170 units for the total area of development to be undertaken. In consideration of this recognition and acknowledgment by the City, Redeveloper has agreed to undertake certain public improvements including streetscape improvements along Long Branch Avenue from the Project boundary to Broadway and to implement offsite drainage system improvements to the area for flood mitigation including the Project and surrounding area, as more specifically described and defined in **Exhibit C** hereto (the "Public Improvements"). Redeveloper shall be solely responsible for the design, engineering and construction costs for the Public Improvements. Redeveloper shall post performance and maintenance bonds in amounts to be determined and governed pursuant to N.J.S.A. 40:55D-53 of the MLUL to assure the completion of the Public Improvements. Notwithstanding, Redeveloper's obligation for the Public Improvements associated with the offsite flood mitigation shall not exceed \$473,420.89, inclusive of professional fees for preparation of the flood mitigation plan, as detailed in Exhibit C. In the event that such improvements cost more than said cap, the City shall be responsible for any excess costs. There shall be no cap upon the costs for streetscape improvements. Additionally,

with respect to the streetscape improvements, as a condition of any site plan approval Redeveloper, with the City's cooperation and assistance, will assure acceptance of the Witmer Place west side streetscape improvements.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

6.1 Redeveloper's Representations and Warranties. Redeveloper hereby represents and warrants to, and covenants with the City that:

(a) Organization. Redeveloper is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by Redeveloper of this Agreement has been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of Redeveloper or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Redeveloper is a party or by which Redeveloper may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by Redeveloper and constitutes the valid and binding obligation of Redeveloper.

(d) Litigation. No suit is pending against Redeveloper which could have a material adverse effect upon Redeveloper's performance under this Agreement or the financial condition or business of Redeveloper. There are no outstanding judgments against Redeveloper that would have a material adverse affect upon Redeveloper or which would materially impair or limit of the ability of Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Redeveloper is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, Redeveloper has not received any notices asserting any noncompliance in any material respect by Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on Redeveloper's ability to perform its obligations under this Agreement. Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

(g) Qualifications of Redeveloper. Redeveloper's principals and professionals are fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and Redeveloper is

properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(h) Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Property and not for speculation in land holding.

(i) Redeveloper has performed due diligence of the Property and is not aware of any environmental contamination on the Property.

6.2 City's Representations and Warranties. The City hereby represents and warrants to, and covenants with, Redeveloper that:

(a) Organization. The City is a public body corporate and politic and a political subdivision of the State of New Jersey. The City has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the City of this Agreement are within the authority of the City under, and will not violate, the statutes, rules and regulations establishing the City and governing its activities, have been duly authorized by all necessary Resolution(s) and/or Ordinances and will not result in the breach of any material agreement to which the City is a party or, to the best of its knowledge and belief, any other material agreement by which the City or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of the City has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the City and constitutes the valid and binding obligation of the City.

(d) Litigation. No suit is pending against or affects the City which could have a material adverse effect upon the City's performance under this Agreement or the financial condition or business of the City. There are no outstanding judgments against the City that would have a material adverse effect upon the City or which would materially impair or limit of the ability of the City to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the City has not received any notices asserting any noncompliance in any material respect by the City with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the City's ability to perform its obligations under this Agreement. The City is not in default with respect to any

judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

(g) The City shall perform under this Agreement, at all times, and act in a timely and prompt fashion, by processing any Redeveloper's requests under this Agreement within a reasonable time frame not to exceed thirty (30) days.

6.3 Redeveloper Declaration of Covenants.

(a) Redeveloper agrees to record, and provide a recorded copy to the City, a Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration"), with respect to the Property that shall run with the land, as set forth in Section 6.3(c) below, to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required to be inserted in the Deeds. All provisions hereinafter with respect to the insertion in or the application to the Deeds of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

(b) Description of Covenants and Restrictions.

The Covenants and Restrictions to be imposed upon the Redeveloper, its successors and assigns, herein and recorded in the Deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:

- (i) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses;
- (ii) Pursuant to the applicable law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;

- (iv) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for Permitted Transfers as specifically provided in this Agreement.

(c) Effect and Term of the Covenants and Restrictions.

Subject to the provisions of Article 6 hereof it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Article 6 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the Covenants and Restrictions set forth in Article 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.2, hereof, (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate), except, however, that the Covenants and Restrictions provided in Sections 6(b) (ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by City.

In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6(b) hereof both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The City shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled.

ARTICLE 7 – DEFAULT

7.1 Events of Default. Each of the following shall constitute an event of default (hereinafter referred to as an “Event of Default”) by the applicable party, respectively:

(a) Should a party to this Agreement fail to make payment of any sum payable to the other party hereunder, or fails to perform hereunder, in a timely manner as set forth here, as the same shall become due and payable, and such default shall have continued for a period of forty-five (45) days after receipt of written notice specifying such default, and demanding that same be remedied;

(b) Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of sixty (60) days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;

(c) Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of one hundred and twenty (120) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period and City agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

(d) Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged, bonded or prosecuted by the Redeveloper in a Court of Law or Arbitration proceeding or provision satisfactory to the City made for such payment, removal, or discharge, within forty-five (45) days after written demand by the City to do so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or

(e) There is, in violation of this Agreement, any transfer of the fee title to the Property or a portion thereof, except for Permitted Transfers as provided in Section 13.2, and such violation shall not be cured within forty-five (45) days after written demand served upon the Redeveloper by the City; or

(f) Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or Redeveloper consents to the

appointment of a receiver, or an answer proposing the adjudication of Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

7.2. Right to Cure Upon Event of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party, such party (or successor) shall, within forty-five (45) (or such longer, or shorter, period to the extent expressly provided above) of receiving written notice from another, proceed to cure or remedy such default or breach. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within such proscribed time, or any extension of such time granted at the discretion of the non-breaching party, the non-breaching party may pursue its remedies in accordance with this Agreement.

7.3. City's Remedies. If Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the City shall be entitled to terminate this Agreement and seek reimbursement of all outstanding monetary obligations at the time of or resulting from such failure to cure the Event of Default, and call any performance or maintenance bond posted as part of site plan approval, in accordance with the terms of this Agreement and Applicable Law, or as otherwise available as a matter of law. Further, the City shall have the right to de-designate Redeveloper only to the extent the Project has not been Substantially Completed by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed, it being understood and agreed that if Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may de-designate Redeveloper for that portion of the Project that is not started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed at that time and for which no Certificate of Occupancy or Certificate of Completion was issued. Such remedy shall not defeat, render invalid or limit in any way the lien or rights or interests of holders of institutional financing as authorized and pursuant to Article 12

7.4. Redeveloper's Remedies. If the City shall fail to timely cure any Event of Default by City as set forth in Section 7.1, Redeveloper shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek reimbursement of all unused and unobligated Escrow Account funds and, in the event that the City's Default prevents Redeveloper from commencing construction of the Project, reimbursement of any unused contributions to the Public Improvements and any and all remedies available at Law or in equity resulting from such failure to cure the Event of Default.

7.5. Limitation of Liability. The Parties agree that in the event of any Default or breach under this Agreement, the Parties shall look solely to the Parties hereto and their respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages. In no event shall either Party be responsible for any consequential or punitive damages.

7.6. No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the other party under this Agreement or with respect to the particular default except to the extent specifically waived in writing. The notice requirements pursuant to the New Jersey Tort Claims Act shall not apply to any action against the City or its Agencies to assert remedies hereunder, except as may otherwise be required to allege any tortious conduct by the City not properly characterized as a breach of contract claim hereunder.

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE 8 – INSURANCE

8.1 Upon commencement of construction and during the remaining term of this Agreement, Redeveloper shall provide and maintain the following insurance in connection with the work to be performed under this Agreement until such work has been Completed, name the City as an additional insured under such policies (other than the Compensation Insurance), and furnish the City with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance:

(a) Contractor's Comprehensive General Liability and Property Damage Insurance - with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with respect to comprehensive general liability, bodily/personal injury and property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.

(b) Excess Liability Insurance - in the amount of four million dollars (\$4,000,000.00) is to be provided in addition to the above requirements.

(c) Worker's Compensation Insurance - coverage as required by state law for all employees who will be engaged in the work associated with this Agreement. Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under Redeveloper's insurance.

(d) Certificates. All insurance certificates provided by Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) day's written notice to the City by certified mail.

ARTICLE 9 – INDEMNITY

9.1 Obligation to Indemnify. Redeveloper agrees to indemnify and hold the City and its officials, agents, servants, employees and consultants (collectively, the "**Indemnified Parties,**") harmless from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys' fees and expenses and experts' fees and expenses) (collectively, "**Claims**") which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the implementation, construction or maintenance of the Project, or any activities of or on behalf of Redeveloper within the Property, except that to the extent that any such claim or suit arises from the gross negligence, intentional or willful wrongful acts or omissions, commissions of the Indemnified Parties. The City shall provide notice to Redeveloper of the subject Claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of the City receiving actual or constructive notice of the subject Claims, provided, however, that in the event such notice is not timely received, Redeveloper shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice. The obligation to indemnify shall not survive the issuance of the final Certificate of Completion by the City.

ARTICLE 10 - UNCONTROLLABLE CIRCUMSTANCES

10.1 Definition of Uncontrollable Circumstances. For purposes of this Article and as otherwise used in this Agreement, "**Uncontrollable Circumstances**" shall mean any of the events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a party to perform its obligations (an "**Affected Party**") under this Agreement:

(a) An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people, the failure of a party and/or its agents, servants, employees to act, respond or reply in a timely manner, or any other similar act or event outside the control of the

Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project.

(b) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.

(c) Delays incurred in obtaining Governmental Approvals caused solely by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party;

(d) Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(e) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(f) The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

(g) Unforeseen environmental contamination or conditions discovered during construction which require Redeveloper to take steps to remediate under Applicable Law.

10.2 Notice of Uncontrollable Circumstance. If an Uncontrollable Circumstance has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Uncontrollable Circumstance shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within five (5) days following such party's knowledge of the occurrence of such Uncontrollable Circumstance.

10.3 Effect on Obligations.

(a) In the event of an Uncontrollable Circumstance, the applicable deadline, obligation or term affected by such Uncontrollable Circumstance shall be extended for a period of time equal to the delay caused by the Uncontrollable Circumstance, provided that timely notice was provided by the Affected Party.

(b) The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Uncontrollable Circumstance, provided, however, that the Uncontrollable Circumstance (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Uncontrollable Circumstance.

(c) Each party shall diligently and in good faith seek to mitigate the effect of such Uncontrollable Circumstance and to perform its obligations to the extent practicable notwithstanding the occurrence of an Uncontrollable Circumstance and to overcome such Uncontrollable Circumstance as soon as is possible or practicable.

(d) Reinstatement of Performance Obligations. The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Uncontrollable Circumstance and, in the case of the party not seeking to delay its performance based upon such Uncontrollable Circumstance, after receipt by such party from the Affected Party of written notice that the Uncontrollable Circumstance is no longer occurring and that such party can resume performance of its obligations under this Agreement.

10.4 Defense of Approvals. Notwithstanding any of the above, the Redeveloper shall assume the defense to any challenge to any permit and/or Approval that it requires to proceed with the Project without cost to the City so as to continue to move forward with the Project.

ARTICLE 11 - NOTICES AND DEMANDS

11.1 A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by national overnight courier with delivery confirmation, or by facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving telephone number) or email with electronic proof of delivery or delivered personally (with written acknowledgment of receipt) to the Parties at the following respective addresses:

If to Long Branch, to:

City Clerk
City of Long Branch
City Hall
344 Broadway
Long Branch, NJ 07740

With a copy to: Robert Beckelman, Esq.
Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, NJ 08830-2712
rbeckelman@greenbaumlaw.com

and if to Redeveloper, to: Charles Avery
SAMTD Acquisitions Cooper Avenue Urban
Renewal, LLC
317 Route 34, Suite 201, Colts Neck, NJ 07722
cavery@me.com

With a copy to: Michael Bruno, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road
Red Bank, New Jersey 07701
mbruno@ghclaw.com

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 11.1 change the address, facsimile number, email or persons to which notices shall be sent.

ARTICLE 12 - PROJECT FINANCING AND MORTGAGEE RIGHTS

12.1 Redeveloper's Commitment to Finance Construction of the Project. Redeveloper represents and warrants to the City that it has the capability to obtain a financing commitment in an amount necessary to implement and complete the Project. Within ninety (90) days of Redeveloper obtaining all Governmental Approvals, and prior to the issuance of any construction permits, Redeveloper shall submit to the City its final sources of funding for the Project, including, but not limited to, an executed commitment or a "term sheet" for construction financing required for the Project and evidence of equity capital necessary for the Commencement of Construction of the Project.

12.2 Rights of Institutional Mortgagee. Any financial institution lending money on the security of the real Property in the Project shall be entitled to the protection of N.J.S.A. 55:17 providing for notification, right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in N.J.S.A. 55:17-8.

(a) This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any

default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17.

(b) The City agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender. The Redeveloper shall not be required to secure the consent of the City prior to the placement of any Financing/Construction Mortgages on the Project.

12.3 Rights of Mortgagees. Notwithstanding any other provision of this Agreement, the holder of any mortgage (including any such holder who obtains title to the Property or any part thereof), or any other party who thereafter obtains title to the Property or such part from or through such holder or any purchaser at foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Property safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any deeds conveying the Property to Redeveloper be construed to so obligate such holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the City.

12.4 Notice to Mortgagee. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or Default by Redeveloper of its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last known address of such holder shown in the land records of the County. Notice that such breach or Default subsequently has been cured shall also be provided by the City to each such holder of any mortgage.

12.5 Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any breach or Default referred to in Section 7, each holder shall have the right, at its option, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.2 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate relates.

ARTICLE 13 - RESTRICTIONS ON TRANSFERS

13.1 Restrictions on Transfer. Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted by this Agreement, including any conveyance to a Qualified Entity pursuant to Section 2.6, Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may sell or lease individual condominium units to third parties. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business) or all or substantially all of its stock, or the sale or transfer of more than fifty (50%) percent of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of more than fifty (50%) percent of the beneficial ownership interest in Redeveloper if Redeveloper is a partnership, except in the event of the death of a partner or member. Any of the foregoing cases whether or not accomplished by one or more related or unrelated transactions, constitute a prohibited assignment. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of Redeveloper which is prohibited by the third sentence of this Section. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued.

13.2 Permitted Transfers. Notwithstanding the foregoing, the City hereby consents, without the necessity of any further approval, but subject to ten (10) days' prior written notice to the City (except as to conveyances in Sections (a) and (b), to the following conveyances:

- (a) A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.
- (b) Deeds to purchasers of individual condominium or townhouse units.
- (c) Utility and other necessary easements.
- (d) A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.
- (e) A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.
- (f) All those items that are necessary, customary and incidental to complete the construction of the Project in accordance with the approved Site Plan.

13.3 Conveyance to a Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, Redeveloper shall be relieved of its right and obligations hereunder.

13.4 Subsequent Conveyance by Redeveloper. Upon issuance of a Certificate of Completion for any portion of the Project, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such portion of the Project without the consent of the City and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.

ARTICLE 14 – INTENTIONALLY DELETED

ARTICLE 15 - MISCELLANEOUS

15.1 Term. This Agreement shall terminate upon the earlier of (i) the Completion of the Project and issuance of a final Certificate of Completion (ii) mutual termination by the parties; (iii) termination for default; or (iv) seven (7) years from the Effective Date. (“**Termination Date**”).

15.2 No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

15.3 Amendment; Waiver. No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of the City or Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the City or Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the City or Redeveloper.

15.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the City or Redeveloper permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

15.5 Captions. The captions of the Sections and Subsections, Schedule of Exhibits and Index of Definitions of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of the articles, sections, exhibits, definitions, or other provisions hereof.

15.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either Party to this Agreement shall be filed in either the Superior Court of New Jersey, Monmouth County, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.

15.7 Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

15.8 Binding Effect. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Redeveloper, the City and their respective successors and assigns.

15.9 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Redeveloper and the City, their relationship being solely as contracting Parties under this Agreement.

15.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute, in connection with each of such agreements, one and the same instrument.

15.11 Prior Agreements Superseded. This Agreement supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

15.12 Exhibits. All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

15.13 Counting of Days; Saturday, Sunday or Holiday. The word “**days**” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day. The term “**Business Day**” as used herein means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

15.14 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Project Site.

15.15 Construction. Both of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each party and agree that no provision of this Agreement shall be construed in favor of or against either party by virtue of the fact that such party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of Effective Date.

**SAMTD ACQUISITIONS COOPER AVENUE
URBAN RENEWAL, LLC**

Witness

By: _____

Dated: _____

CITY OF LONG BRANCH

Kathy Schmelz, Municipal Clerk

By: _____
Hon. Adam Schneider, Mayor

Dated: _____

Exhibit List

Exhibit A: Draft Site Plan, Landscape Plan, Project Drawings and Architectural Renderings

Exhibit B: Project Schedule

Exhibit C: Public Improvements

Exhibit D: Redeveloper Ownership Disclosure

PROPOSED INFILL RESIDENTIAL

Ocean Gate

OCEAN BOULEVARD, COOPER AVENUE AND WITMER PLACE

CITY OF LONG BRANCH
NEW JERSEY

BLOCK 306, LOT 1.01
BLOCK 307, LOTS: 7,8,9,10,11,01,
13-16, 18-22



169 LUXURY APARTMENT LIVING

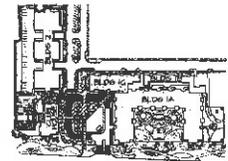
BUILDING 1A - 210,488 GSF	
1 BEDROOM	7 UNITS
2 BEDROOM	68 UNITS
3 BEDROOM	16 UNITS
BUILDING 1B - 21,778 GSF	
1 BEDROOM	0 UNITS
2 BEDROOM	13 UNITS
3 BEDROOM	0 UNITS
BUILDING 1C - 45,254 GSF	
1 BEDROOM	4 UNITS
2 BEDROOM	6 UNITS
3 BEDROOM	8 UNITS
TOTAL	121 UNITS

BUILDING 2 - 75,150 GSF	
1 BEDROOM	2 UNITS
2 BEDROOM	30 UNITS
3 BEDROOM	0 UNITS
TOTAL	42 UNITS

CLUBHOUSE - 16,458 GSF	
1 HORR'S SUITE	1 UNIT

PROJECT SUMMARY - 366,532 GSF		
1 BEDROOM	28 UNITS	17%
2 BEDROOM	117 UNITS	64%
3 BEDROOM	24 UNITS	14%
TOTAL	169 UNITS	1 HORR'S SUITE

NOT FOR CONSTRUCTION
UNLESS REVISED & SEALED BY
ARCHITECT & APPROVED BY
ALL APPLICABLE AGENCIES



BUILDING 1 DATA

BUILDING 2 DATA

CLUBHOUSE DATA

PROJECT SUMMARY

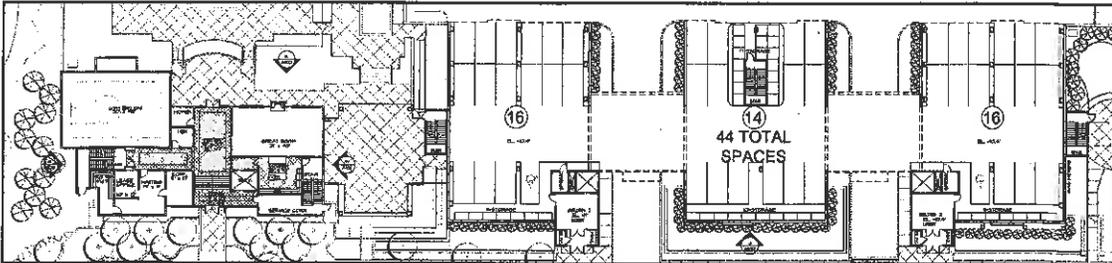
KEY PLAN

MONTEFORI
 1000 W. 10TH ST. SUITE 100
 WEST PALM BEACH, FL 33411
 TEL: 561.833.1111
 FAX: 561.833.1112
 WWW.MONTEFORI.COM

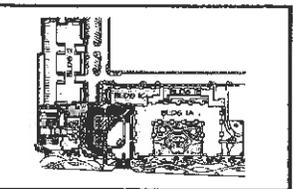
PROPOSED INFILL RESIDENTIAL APARTMENTS
OCEAN GATE
 OCEAN BOULEVARD, COOPER AVENUE AND WITMER PLACE
 CITY OF LONG BRANCH, NEW JERSEY

DATE: 01/11/11
 DRAWN BY: JH
 CHECKED BY: JH
 DATE: 01/11/11
 SCALE: AS SHOWN
 SHEET: 01/11

100
 101



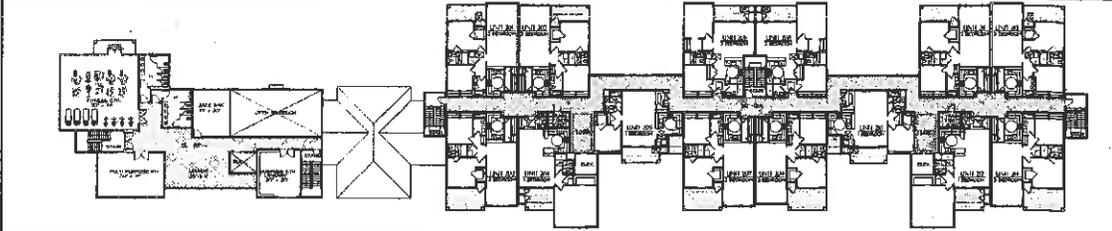
A FIRST FLOOR PLAN



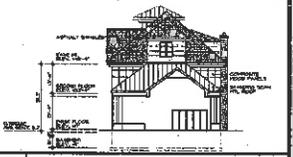
KEY PLAN 1/28"=1'-0"

LEGEND

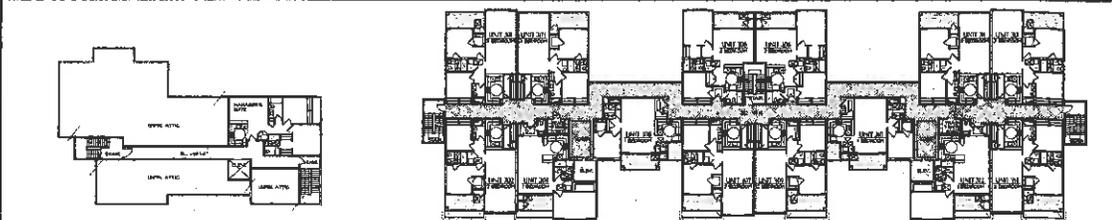
- COMMON SPACE
- PRIVATE BALCONY



B SECOND FLOOR PLAN



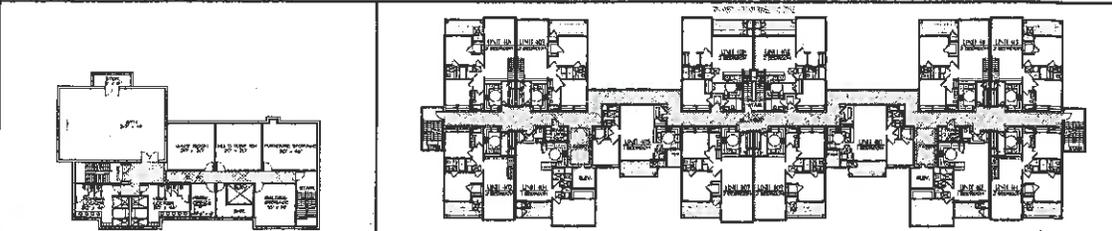
F SIDE ELEV 1/16"=1'-0"



C THIRD FLOOR PLAN

UNIT BREAKDOWN TABLES

UNIT NO.	TYPE	AREA (SQ FT)	PRICE
101	1 BR	750	\$120,000
102	1 BR	750	\$120,000
103	1 BR	750	\$120,000
104	1 BR	750	\$120,000
105	1 BR	750	\$120,000
106	1 BR	750	\$120,000
107	1 BR	750	\$120,000
108	1 BR	750	\$120,000
109	1 BR	750	\$120,000
110	1 BR	750	\$120,000
111	1 BR	750	\$120,000
112	1 BR	750	\$120,000
113	1 BR	750	\$120,000
114	1 BR	750	\$120,000
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124	1 BR	750	\$120,000
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185	1 BR	750	\$120,000
186	1 BR	750	\$120,000
187	1 BR	750	\$120,000
188	1 BR	750	\$120,000
189	1 BR	750	\$120,000
190	1 BR	750	\$120,000
191	1 BR	750	\$120,000
192	1 BR	750	\$120,000
193	1 BR	750	\$120,000
194	1 BR	750	\$120,000
195	1 BR	750	\$120,000
196	1 BR	750	\$120,000
197	1 BR	750	\$120,000
198	1 BR	750	\$120,000
199	1 BR	750	\$120,000
200	1 BR	750	\$120,000



D CLUB BI PLAN 1/16"=1'-0"

E BLDG 2 - FOURTH FLOOR PLAN 1/16"=1'-0"

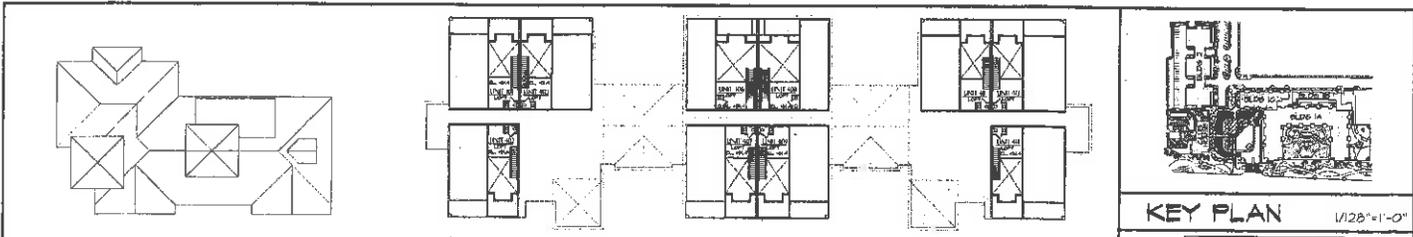
UNIT BREAKDOWN TABLES

UNIT NO.	TYPE	AREA (SQ FT)	PRICE
201	1 BR	750	\$120,000
202	1 BR	750	\$120,000
203	1 BR	750	\$120,000
204	1 BR	750	\$120,000
205	1 BR	750	\$120,000
206	1 BR	750	\$120,000
207	1 BR	750	\$120,000
208	1 BR	750	\$120,000
209	1 BR	750	\$120,000
210	1 BR	750	\$120,000
211	1 BR	750	\$120,000
212	1 BR	750	\$120,000
213	1 BR	750	\$120,000
214	1 BR	750	\$120,000
215	1 BR	750	\$120,000
216	1 BR	750	\$120,000
217	1 BR	750	\$120,000
218	1 BR	750	\$120,000
219	1 BR	750	\$120,000
220	1 BR	750	\$120,000
221	1 BR	750	\$120,000
222	1 BR	750	\$120,000
223	1 BR	750	\$120,000
224	1 BR	750	\$120,000
225	1 BR	750	\$120,000
226	1 BR	750	\$120,000
227	1 BR	750	\$120,000
228	1 BR	750	\$120,000
229	1 BR	750	\$120,000
230	1 BR	750	\$120,000
231	1 BR	750	\$120,000
232	1 BR	750	\$120,000
233	1 BR	750	\$120,000
234	1 BR	750	\$120,000
235	1 BR	750	\$120,000
236	1 BR	750	\$120,000
237	1 BR	750	\$120,000
238	1 BR	750	\$120,000
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240	1 BR	750	\$120,000
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242	1 BR	750	\$120,000
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244	1 BR	750	\$120,000
245	1 BR	750	\$120,000
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250	1 BR	750	\$120,000

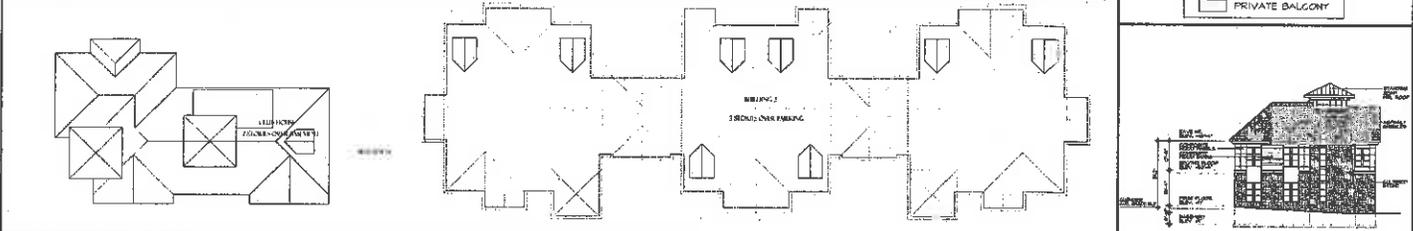
UNIT BREAKDOWN

NOT FOR CONSTRUCTION. ALIAS DRAWN & SEALED BY ARCHITECT & APPROVED BY A.S. ARCHITECTS

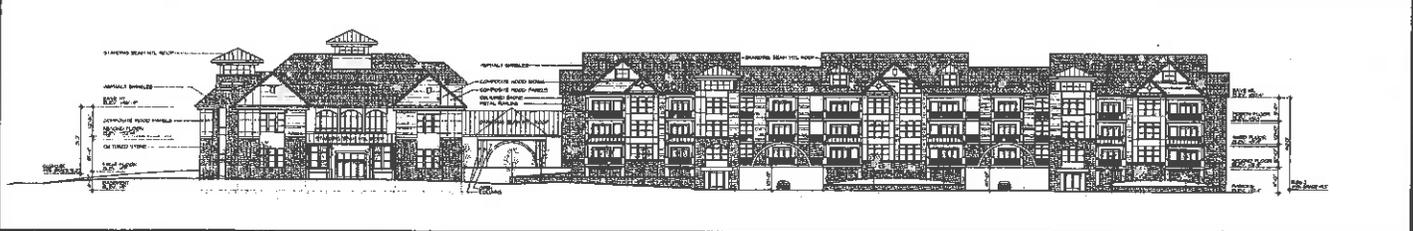
MONTEFORTE
 OCEAN GATE
 PROPOSED MIXED RESIDENTIAL APARTMENTS
 OCEAN GATE AND COAST AVENUE AND MITCHELL PLACE
 CITY OF SAND RAIN
 1/16"=1'-0"



H LOFT LEVEL PLAN 1/16"=1'-0"



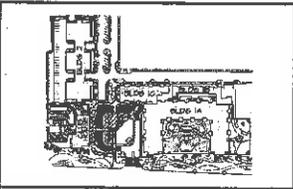
I ROOF PLAN 1/16"=1'-0"



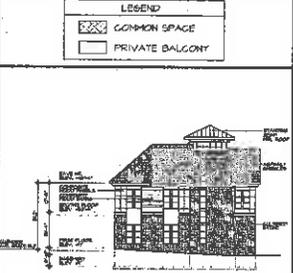
J FRONT ELEVATION CLUB HOUSE & BUILDING 2 1/16"=1'-0"



K REAR ELEVATION CLUB HOUSE & BUILDING 2 1/16"=1'-0"



KEY PLAN 1/128"=1'-0"



G SIDE ELEV 1/16"=1'-0"

MONTEFORI
 ARCHITECTS
 10000 W. 10TH AVE. SUITE 100
 DENVER, CO 80231
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.MONTEFORI.COM

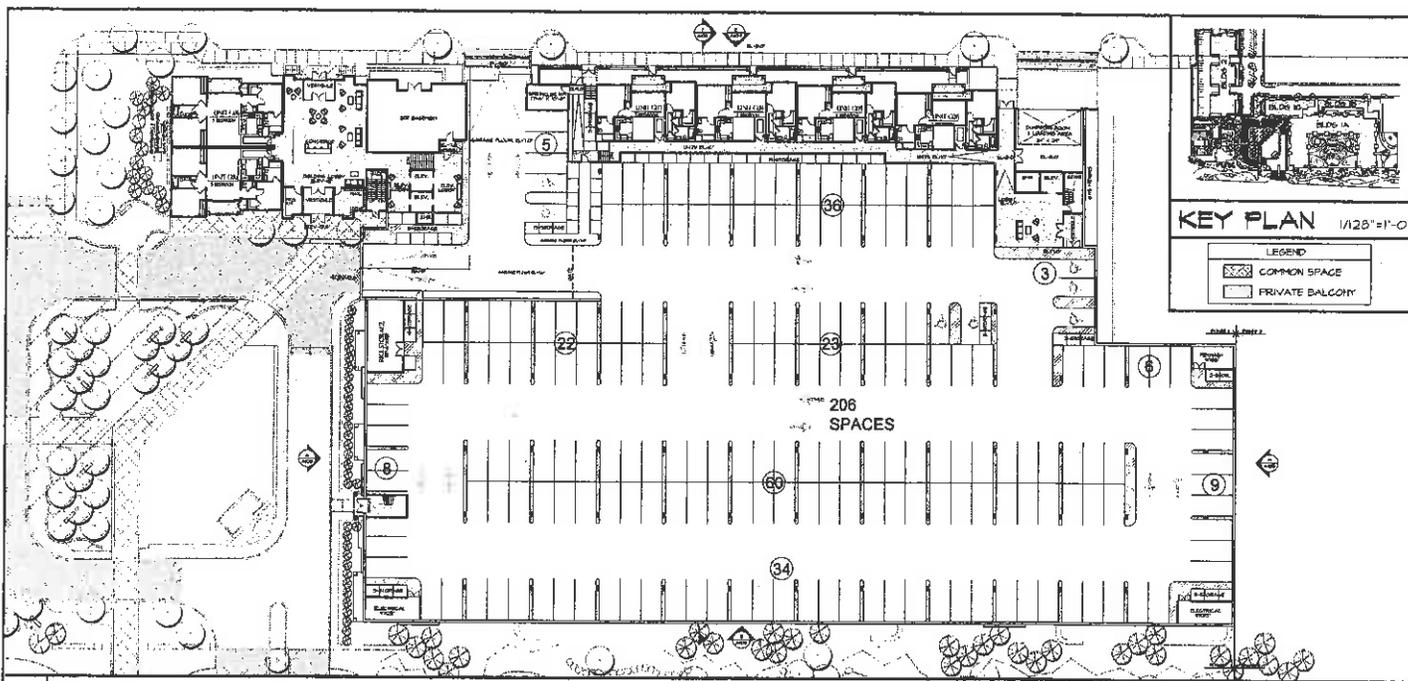
PROPOSED 15111 RESIDENTIAL APARTMENTS
OCEAN GATE
 OCEAN BOULEVARD CORNER AVENUE AND AVENUE PLACE
 CITY OF LONG BEACH

SHEET NO. 102
 OF 102 SHEETS
 DATE: 08/14/11
 DRAWN BY: JLM
 CHECKED BY: JLM
 IN CHARGE: JLM

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A02
 11/11



A BUILDING I - GARAGE LEVEL PLAN

1/16"=1'-0"

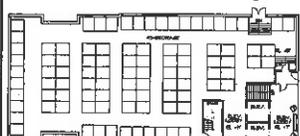


B BUILDING I - OCEAN BLDG. ELEVATION

1/16"=1'-0"

BUILDING I - GARAGE			
UNIT	AREA (SQ. FT.)	TYPE	REMARKS
101	2,000	1 BR	10' x 12' x 8'
102	2,000	1 BR	10' x 12' x 8'
103	2,000	1 BR	10' x 12' x 8'
104	2,000	1 BR	10' x 12' x 8'
105	2,000	1 BR	10' x 12' x 8'
106	2,000	1 BR	10' x 12' x 8'
107	2,000	1 BR	10' x 12' x 8'
108	2,000	1 BR	10' x 12' x 8'
109	2,000	1 BR	10' x 12' x 8'
110	2,000	1 BR	10' x 12' x 8'
111	2,000	1 BR	10' x 12' x 8'
112	2,000	1 BR	10' x 12' x 8'
113	2,000	1 BR	10' x 12' x 8'
114	2,000	1 BR	10' x 12' x 8'
115	2,000	1 BR	10' x 12' x 8'
116	2,000	1 BR	10' x 12' x 8'
117	2,000	1 BR	10' x 12' x 8'
118	2,000	1 BR	10' x 12' x 8'
119	2,000	1 BR	10' x 12' x 8'
120	2,000	1 BR	10' x 12' x 8'
121	2,000	1 BR	10' x 12' x 8'
122	2,000	1 BR	10' x 12' x 8'
123	2,000	1 BR	10' x 12' x 8'
124	2,000	1 BR	10' x 12' x 8'
125	2,000	1 BR	10' x 12' x 8'
126	2,000	1 BR	10' x 12' x 8'
127	2,000	1 BR	10' x 12' x 8'
128	2,000	1 BR	10' x 12' x 8'
129	2,000	1 BR	10' x 12' x 8'
130	2,000	1 BR	10' x 12' x 8'
131	2,000	1 BR	10' x 12' x 8'
132	2,000	1 BR	10' x 12' x 8'
133	2,000	1 BR	10' x 12' x 8'
134	2,000	1 BR	10' x 12' x 8'
135	2,000	1 BR	10' x 12' x 8'
136	2,000	1 BR	10' x 12' x 8'
137	2,000	1 BR	10' x 12' x 8'
138	2,000	1 BR	10' x 12' x 8'
139	2,000	1 BR	10' x 12' x 8'
140	2,000	1 BR	10' x 12' x 8'
141	2,000	1 BR	10' x 12' x 8'
142	2,000	1 BR	10' x 12' x 8'
143	2,000	1 BR	10' x 12' x 8'
144	2,000	1 BR	10' x 12' x 8'
145	2,000	1 BR	10' x 12' x 8'
146	2,000	1 BR	10' x 12' x 8'
147	2,000	1 BR	10' x 12' x 8'
148	2,000	1 BR	10' x 12' x 8'
149	2,000	1 BR	10' x 12' x 8'
150	2,000	1 BR	10' x 12' x 8'
151	2,000	1 BR	10' x 12' x 8'
152	2,000	1 BR	10' x 12' x 8'
153	2,000	1 BR	10' x 12' x 8'
154	2,000	1 BR	10' x 12' x 8'
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162	2,000	1 BR	10' x 12' x 8'
163	2,000	1 BR	10' x 12' x 8'
164	2,000	1 BR	10' x 12' x 8'
165	2,000	1 BR	10' x 12' x 8'
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183	2,000	1 BR	10' x 12' x 8'
184	2,000	1 BR	10' x 12' x 8'
185	2,000	1 BR	10' x 12' x 8'
186	2,000	1 BR	10' x 12' x 8'
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190	2,000	1 BR	10' x 12' x 8'
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198	2,000	1 BR	10' x 12' x 8'
199	2,000	1 BR	10' x 12' x 8'
200	2,000	1 BR	10' x 12' x 8'
201	2,000	1 BR	10' x 12' x 8'
202	2,000	1 BR	10' x 12' x 8'
203	2,000	1 BR	10' x 12' x 8'
204	2,000	1 BR	10' x 12' x 8'
205	2,000	1 BR	10' x 12' x 8'
206	2,000	1 BR	10' x 12' x 8'
TOTAL	406,000		

UNIT BREAKDOWN



C BASEMENT

1/16"=1'-0"

MONTEFIORE
 ARCHITECTS
 100 STATE STREET, SUITE 1000, NEW JERSEY
 PHONE: (201) 524-1000
 FAX: (201) 524-1001
 WWW.MONTEFIOREARCHITECTS.COM

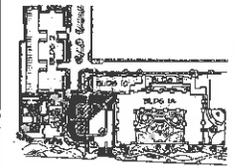
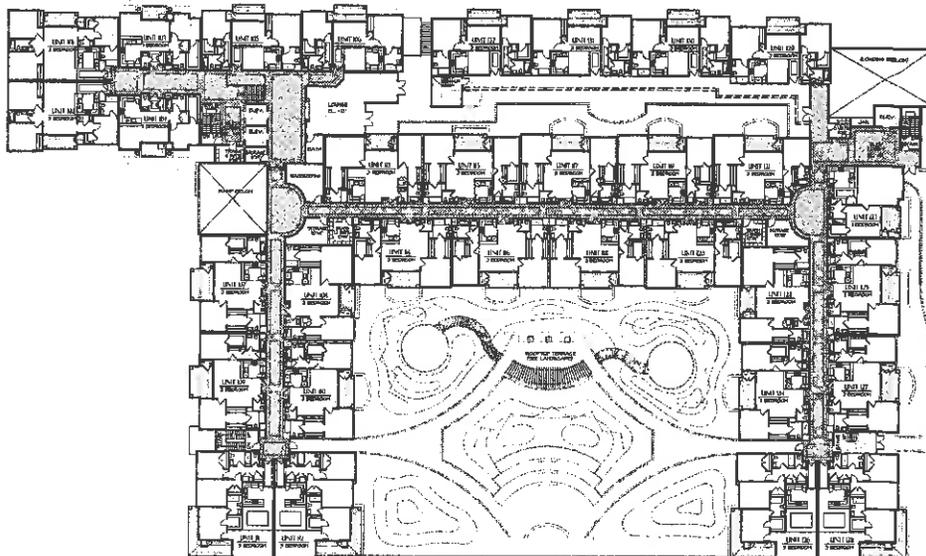
OCEAN GATE
 OCEAN BLVD. AND OCEAN AVENUE AND WILSON PLACE
 CITY OF LONG BRANCH, NEW JERSEY

DATE: 08/10/10
 DRAWN BY: JH
 CHECKED BY: JH
 JOB NO: 10410
 SHEET: 3.1/3

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A03



KEY PLAN 1/128"=1'-0"

LEGEND
 [Patterned Box] COMMON SPACE
 [Solid Box] PRIVATE BALCONY

D BUILDING 1 - PLAZA (FIRST) FLOOR PLAN

1/16"=1'-0"



E WITMER PLACE (WEST ELEVATION)

1/16"=1'-0"

1/16"=1'-0"

NOT FOR CONSTRUCTION UNLESS SIGNED & SEALED BY ARCHITECT & APPROVED BY ALL AGENCIES HAVING JURISDICTION

UNIT NO.	TYPE	AREA (SQ FT)	PRICE
101	1 BR / 1 BATH	650	\$120,000
102	1 BR / 1 BATH	650	\$120,000
103	1 BR / 1 BATH	650	\$120,000
104	1 BR / 1 BATH	650	\$120,000
105	1 BR / 1 BATH	650	\$120,000
106	1 BR / 1 BATH	650	\$120,000
107	1 BR / 1 BATH	650	\$120,000
108	1 BR / 1 BATH	650	\$120,000
109	1 BR / 1 BATH	650	\$120,000
110	1 BR / 1 BATH	650	\$120,000
111	1 BR / 1 BATH	650	\$120,000
112	1 BR / 1 BATH	650	\$120,000
113	1 BR / 1 BATH	650	\$120,000
114	1 BR / 1 BATH	650	\$120,000
115	1 BR / 1 BATH	650	\$120,000
116	1 BR / 1 BATH	650	\$120,000
117	1 BR / 1 BATH	650	\$120,000
118	1 BR / 1 BATH	650	\$120,000
119	1 BR / 1 BATH	650	\$120,000
120	1 BR / 1 BATH	650	\$120,000
121	1 BR / 1 BATH	650	\$120,000
122	1 BR / 1 BATH	650	\$120,000
123	1 BR / 1 BATH	650	\$120,000
124	1 BR / 1 BATH	650	\$120,000
125	1 BR / 1 BATH	650	\$120,000
126	1 BR / 1 BATH	650	\$120,000
127	1 BR / 1 BATH	650	\$120,000
128	1 BR / 1 BATH	650	\$120,000
129	1 BR / 1 BATH	650	\$120,000
130	1 BR / 1 BATH	650	\$120,000
131	1 BR / 1 BATH	650	\$120,000
132	1 BR / 1 BATH	650	\$120,000
133	1 BR / 1 BATH	650	\$120,000
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157	1 BR / 1 BATH	650	\$120,000
158	1 BR / 1 BATH	650	\$120,000
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165	1 BR / 1 BATH	650	\$120,000
166	1 BR / 1 BATH	650	\$120,000
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178	1 BR / 1 BATH	650	\$120,000
179	1 BR / 1 BATH	650	\$120,000
180	1 BR / 1 BATH	650	\$120,000
181	1 BR / 1 BATH	650	\$120,000
182	1 BR / 1 BATH	650	\$120,000
183	1 BR / 1 BATH	650	\$120,000
184	1 BR / 1 BATH	650	\$120,000
185	1 BR / 1 BATH	650	\$120,000
186	1 BR / 1 BATH	650	\$120,000
187	1 BR / 1 BATH	650	\$120,000
188	1 BR / 1 BATH	650	\$120,000
189	1 BR / 1 BATH	650	\$120,000
190	1 BR / 1 BATH	650	\$120,000
191	1 BR / 1 BATH	650	\$120,000
192	1 BR / 1 BATH	650	\$120,000
193	1 BR / 1 BATH	650	\$120,000
194	1 BR / 1 BATH	650	\$120,000
195	1 BR / 1 BATH	650	\$120,000
196	1 BR / 1 BATH	650	\$120,000
197	1 BR / 1 BATH	650	\$120,000
198	1 BR / 1 BATH	650	\$120,000
199	1 BR / 1 BATH	650	\$120,000
200	1 BR / 1 BATH	650	\$120,000

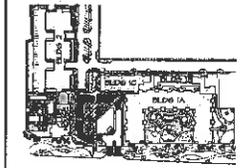
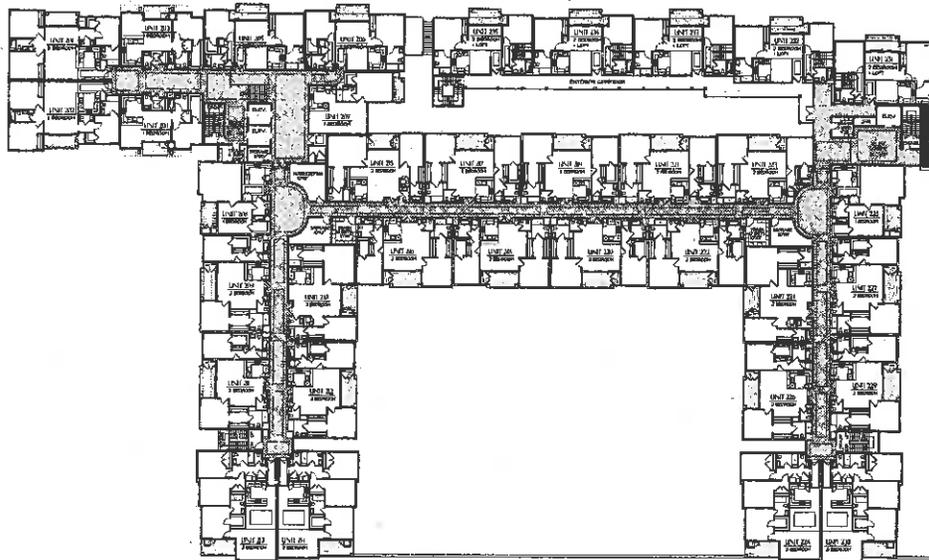
UNIT BREAKDOWN

MONTEFORTE
 ARCHITECTS, INC.
 1000 W. 10TH ST., SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.MONTEFORTEARCHITECTS.COM

PROPOSED HILL RESIDENTIAL APARTMENTS
OCEAN GATE
 OCEAN BOULEVARD, WASH AVENUE AND WITMER PLACE
 CITY OF LONG BEACH, CA

DATE: 08/14/11
 DRAWN BY: JLM
 CHECKED BY: JLM
 SCALE: AS SHOWN

A04

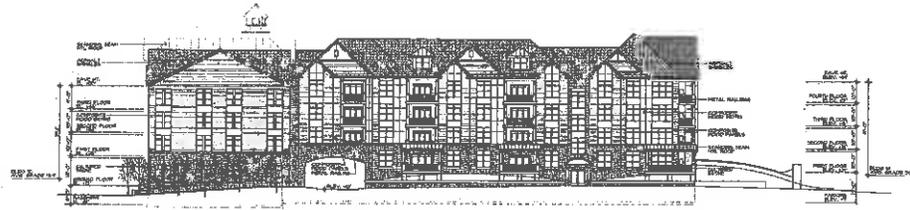


KEY PLAN 1/16"=1'-0"

LEGEND
 [Hatched Box] COMMON SPACE
 [Solid Box] PRIVATE BALCONY

F BUILDING I - SECOND FLOOR PLAN

1/16"=1'-0"



G SOUTH ELEVATION (FROM THE SQUARE) 1/16"=1'-0"

UNIT DESCRIPTION	AREA	FINISH	NOTE
201 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
202 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
203 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
204 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
205 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
206 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
207 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
208 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
209 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
210 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
211 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
212 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
213 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
214 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
215 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
216 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
217 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
218 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
219 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
220 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
221 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
222 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
223 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
224 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
225 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
226 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
227 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
228 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
229 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
230 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
231 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
232 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
233 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
234 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
235 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
236 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
237 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
238 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
239 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
240 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
241 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
242 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
243 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
244 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
245 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
246 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
247 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
248 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
249 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF
250 1 BR/1 BA/1 KITCHEN/1 BATH	1,000 SF	1000 SF	1000 SF

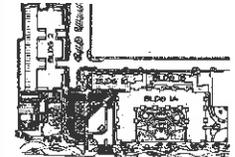
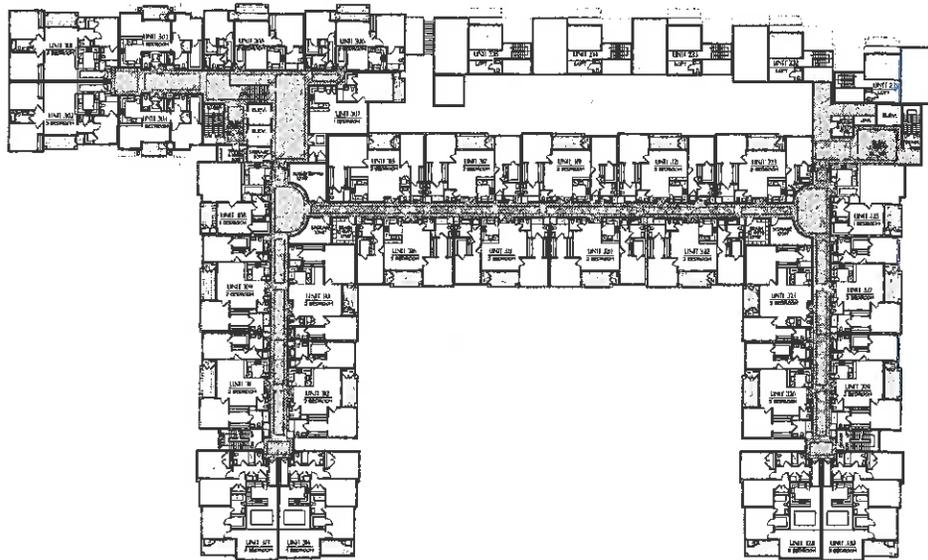
UNIT BREAKDOWN

MONTEFORTE
 1000 MONTEFORTE AVE.
 SUITE 100
 NEW YORK, NY 10017
 TEL: 212 696 1000
 FAX: 212 696 1001
 WWW.MONTEFORTE.COM

PROPOSED INFILL RESIDENTIAL APARTMENTS
OCEAN GATE
 OCEAN BOULEVARD CORNER AVENUE AND INTEREST PLACE
 CITY OF LONG BEACH

SCALE: 1/16"=1'-0"
 DATE: 05/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

A05
 1/11



KEY PLAN 1/128"=1'-0"

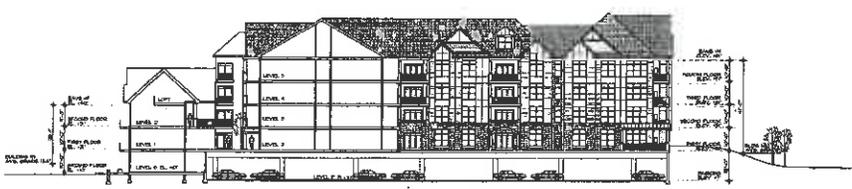
LEGEND

	COMMON SPACE
	PRIVATE BALCONY

MONTEFORSE
 ARCHITECTS
 10000 WILSON AVENUE, SUITE 200
 LONG BEACH, CALIFORNIA 90801
 TEL: (562) 433-1111
 FAX: (562) 433-1112
 WWW.MONTEFORSE.COM

H BUILDING I - THIRD FLOOR PLAN

1/16"=1'-0"



I BUILDING I - SECTION AT ROOFTOP PLAZA

1/16"=1'-0"

UNIT BREAKDOWN

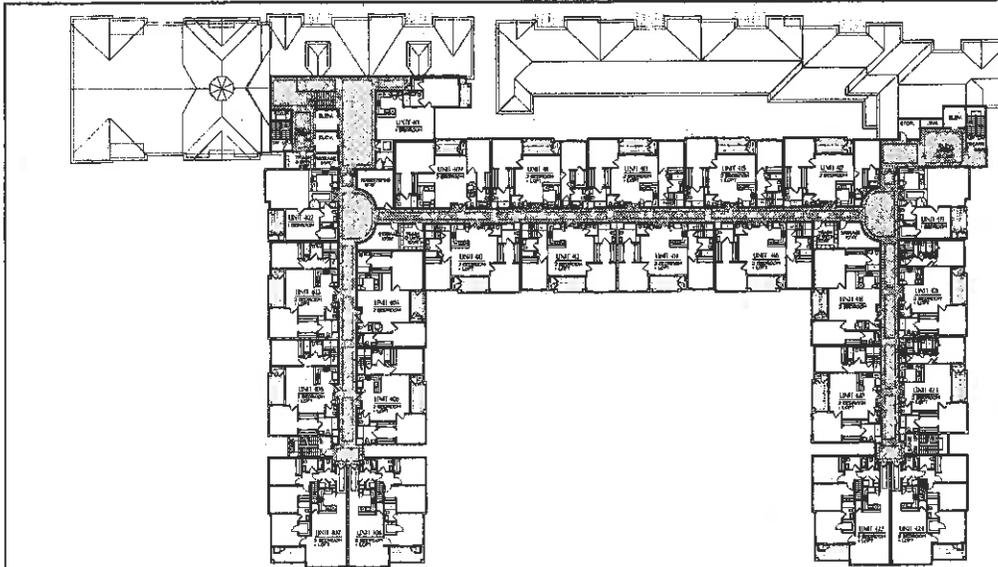
UNIT NO.	TYPE	SQ. FT.	NO. OF UNITS
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202	1 BR	1,100	1
203	1 BR	1,100	1
204	1 BR	1,100	1
205	1 BR	1,100	1
206	1 BR	1,100	1
207	1 BR	1,100	1
208	1 BR	1,100	1
209	1 BR	1,100	1
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211	1 BR	1,100	1
212	1 BR	1,100	1
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214	1 BR	1,100	1
215	1 BR	1,100	1
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219	1 BR	1,100	1
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294	1 BR	1,100	1
295	1 BR	1,100	1
296	1 BR	1,100	1
297	1 BR	1,100	1
298	1 BR	1,100	1
299	1 BR	1,100	1
300	1 BR	1,100	1

UNIT BREAKDOWN

NOT FOR CONSTRUCTION UNLESS SIGNED & SEALED BY ARCHITECT & APPROVED BY ALL AGENCIES HAVING JURISDICTION

PROPOSED HILL RESIDENTIAL APARTMENTS
OCEAN GATE
 OCEAN AVENUE AND WILSON AVENUE
 CITY OF LONG BEACH

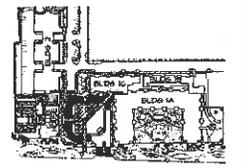
DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 SCALE: 1/16"=1'-0"



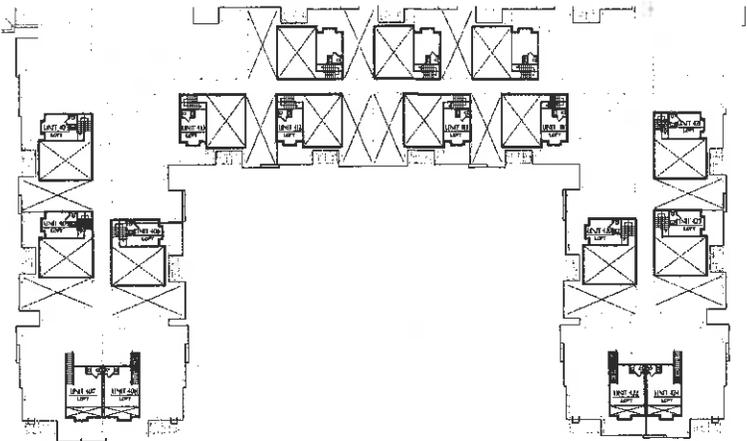
UNIT NO.	AREA	WIDTH	DEPTH
401	10' 0" x 10' 0"	10' 0"	10' 0"
402	10' 0" x 10' 0"	10' 0"	10' 0"
403	10' 0" x 10' 0"	10' 0"	10' 0"
404	10' 0" x 10' 0"	10' 0"	10' 0"
405	10' 0" x 10' 0"	10' 0"	10' 0"
406	10' 0" x 10' 0"	10' 0"	10' 0"
407	10' 0" x 10' 0"	10' 0"	10' 0"
408	10' 0" x 10' 0"	10' 0"	10' 0"
409	10' 0" x 10' 0"	10' 0"	10' 0"
410	10' 0" x 10' 0"	10' 0"	10' 0"
411	10' 0" x 10' 0"	10' 0"	10' 0"
412	10' 0" x 10' 0"	10' 0"	10' 0"
413	10' 0" x 10' 0"	10' 0"	10' 0"
414	10' 0" x 10' 0"	10' 0"	10' 0"
415	10' 0" x 10' 0"	10' 0"	10' 0"
416	10' 0" x 10' 0"	10' 0"	10' 0"
417	10' 0" x 10' 0"	10' 0"	10' 0"
418	10' 0" x 10' 0"	10' 0"	10' 0"
419	10' 0" x 10' 0"	10' 0"	10' 0"
420	10' 0" x 10' 0"	10' 0"	10' 0"
421	10' 0" x 10' 0"	10' 0"	10' 0"
422	10' 0" x 10' 0"	10' 0"	10' 0"
423	10' 0" x 10' 0"	10' 0"	10' 0"
424	10' 0" x 10' 0"	10' 0"	10' 0"
425	10' 0" x 10' 0"	10' 0"	10' 0"
426	10' 0" x 10' 0"	10' 0"	10' 0"
427	10' 0" x 10' 0"	10' 0"	10' 0"
428	10' 0" x 10' 0"	10' 0"	10' 0"
429	10' 0" x 10' 0"	10' 0"	10' 0"
430	10' 0" x 10' 0"	10' 0"	10' 0"
431	10' 0" x 10' 0"	10' 0"	10' 0"
432	10' 0" x 10' 0"	10' 0"	10' 0"
433	10' 0" x 10' 0"	10' 0"	10' 0"
434	10' 0" x 10' 0"	10' 0"	10' 0"
435	10' 0" x 10' 0"	10' 0"	10' 0"
436	10' 0" x 10' 0"	10' 0"	10' 0"
437	10' 0" x 10' 0"	10' 0"	10' 0"
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439	10' 0" x 10' 0"	10' 0"	10' 0"
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445	10' 0" x 10' 0"	10' 0"	10' 0"
446	10' 0" x 10' 0"	10' 0"	10' 0"
447	10' 0" x 10' 0"	10' 0"	10' 0"
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454	10' 0" x 10' 0"	10' 0"	10' 0"
455	10' 0" x 10' 0"	10' 0"	10' 0"
456	10' 0" x 10' 0"	10' 0"	10' 0"
457	10' 0" x 10' 0"	10' 0"	10' 0"
458	10' 0" x 10' 0"	10' 0"	10' 0"
459	10' 0" x 10' 0"	10' 0"	10' 0"
460	10' 0" x 10' 0"	10' 0"	10' 0"
461	10' 0" x 10' 0"	10' 0"	10' 0"
462	10' 0" x 10' 0"	10' 0"	10' 0"
463	10' 0" x 10' 0"	10' 0"	10' 0"
464	10' 0" x 10' 0"	10' 0"	10' 0"
465	10' 0" x 10' 0"	10' 0"	10' 0"
466	10' 0" x 10' 0"	10' 0"	10' 0"
467	10' 0" x 10' 0"	10' 0"	10' 0"
468	10' 0" x 10' 0"	10' 0"	10' 0"
469	10' 0" x 10' 0"	10' 0"	10' 0"
470	10' 0" x 10' 0"	10' 0"	10' 0"
471	10' 0" x 10' 0"	10' 0"	10' 0"
472	10' 0" x 10' 0"	10' 0"	10' 0"
473	10' 0" x 10' 0"	10' 0"	10' 0"
474	10' 0" x 10' 0"	10' 0"	10' 0"
475	10' 0" x 10' 0"	10' 0"	10' 0"
476	10' 0" x 10' 0"	10' 0"	10' 0"
477	10' 0" x 10' 0"	10' 0"	10' 0"
478	10' 0" x 10' 0"	10' 0"	10' 0"
479	10' 0" x 10' 0"	10' 0"	10' 0"
480	10' 0" x 10' 0"	10' 0"	10' 0"
481	10' 0" x 10' 0"	10' 0"	10' 0"
482	10' 0" x 10' 0"	10' 0"	10' 0"
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484	10' 0" x 10' 0"	10' 0"	10' 0"
485	10' 0" x 10' 0"	10' 0"	10' 0"
486	10' 0" x 10' 0"	10' 0"	10' 0"
487	10' 0" x 10' 0"	10' 0"	10' 0"
488	10' 0" x 10' 0"	10' 0"	10' 0"
489	10' 0" x 10' 0"	10' 0"	10' 0"
490	10' 0" x 10' 0"	10' 0"	10' 0"
491	10' 0" x 10' 0"	10' 0"	10' 0"
492	10' 0" x 10' 0"	10' 0"	10' 0"
493	10' 0" x 10' 0"	10' 0"	10' 0"
494	10' 0" x 10' 0"	10' 0"	10' 0"
495	10' 0" x 10' 0"	10' 0"	10' 0"
496	10' 0" x 10' 0"	10' 0"	10' 0"
497	10' 0" x 10' 0"	10' 0"	10' 0"
498	10' 0" x 10' 0"	10' 0"	10' 0"
499	10' 0" x 10' 0"	10' 0"	10' 0"
500	10' 0" x 10' 0"	10' 0"	10' 0"

UNIT BREAKDOWN
 NOT FOR CONSTRUCTION UNLESS SIGNED & SEALED BY ARCHITECT & APPROVED BY ALL APPLICABLE AGENCIES
 LANSBURY

J BUILDING I - FOURTH FLOOR PLAN 1/16"=1'-0"



KEY PLAN 1/128"=1'-0"
 LEGEND
 COMMON SPACE
 PRIVATE BALCONY



K BUILDING I LOFT LEVEL PLAN 1/16"=1'-0"

MONTEFORTE
 ARCHITECTS
 125 BROADWAY, SUITE 1000, NEW YORK, NY 10038
 PHONE: (212) 677-1000
 FAX: (212) 677-1001
 WWW: WWW.MONTEFORTEARCHITECTS.COM

PROPOSED IN-TOWN RESIDENTIAL APARTMENTS
OCEAN GATE
 1000 OCEAN AVENUE, SUITE 1000
 CITY OF LONG BEACH, CA 90802

DATE: 08/14/11
 DRAWN BY: J. J. J.
 CHECKED BY: J. J. J.
 SCALE: AS SHOWN

A107
 10/11

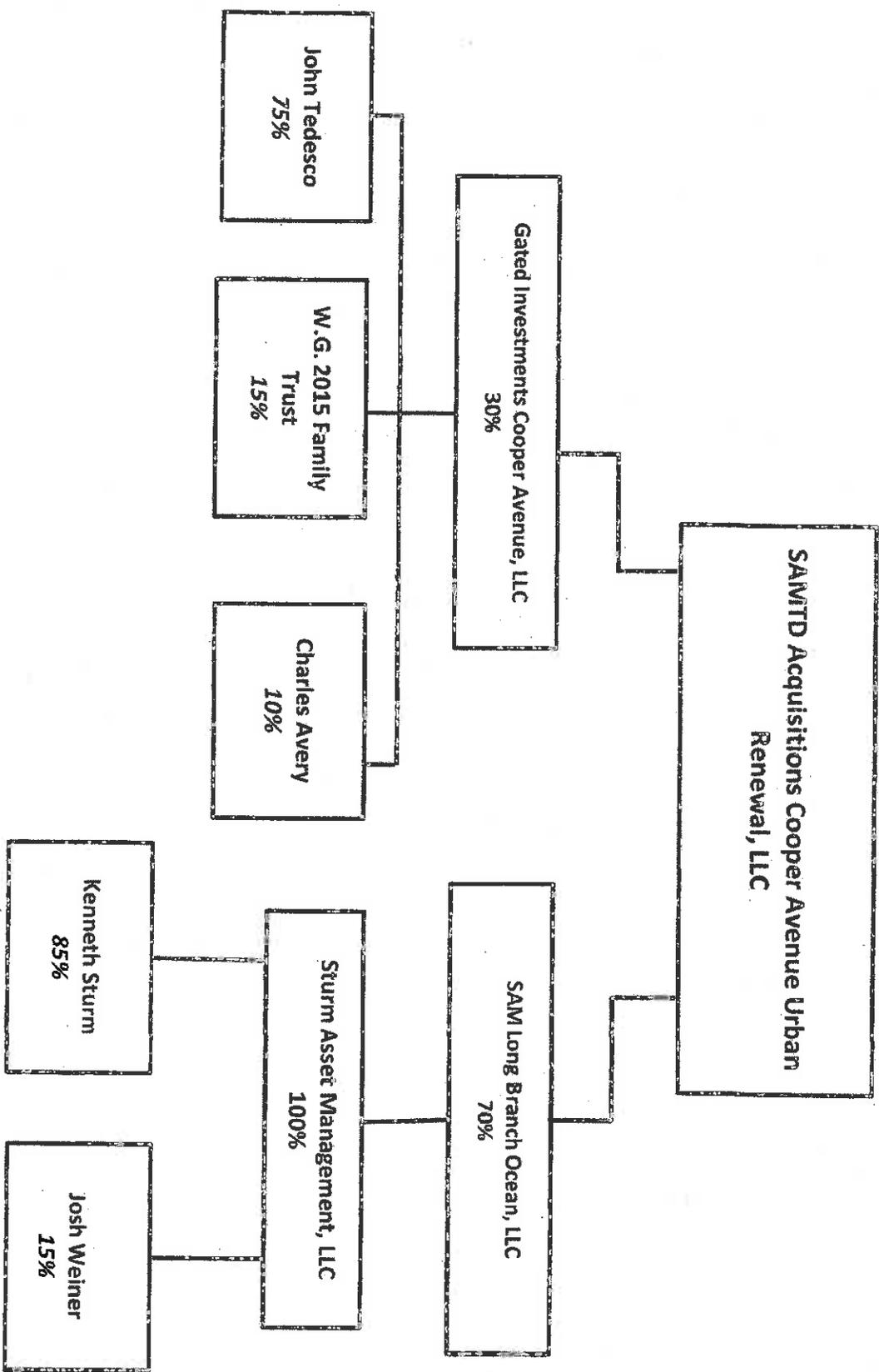
EXHIBIT B
PROJECT SCHEDULE

The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper in accordance with the terms and condition of this Redevelopment Agreement.

Milestone

Submit Site Plan Application	March 2017
Submit Applications for all other Governmental Approvals	Within sixty (60) days of Planning Board Site Plan Approval
Submit Financial Plan	Within ninety (90) days of obtaining other Governmental Approvals
Construction Permits	Within sixty (60) days of submission of Financial Plan
Commence Construction	Within six (6) months of Construction Permits being issued
Project Completion	Within thirty six (36) months of Commencement of Construction
Obtain Certificate of Completion	within sixty (60) months of commencement of construction

**LONG BRANCH
OWNERSHIP CHART**



RST

FILED
FEB 21 2017
STATE TREASURER

**AMENDED AND RESTATED
 CERTIFICATE OF FORMATION OF
 SAMTD ACQUISITIONS COOPER AVENUE, LLC**

THE UNDERSIGNED, of the age of eighteen (18) years or over, for the purpose of amending the Certificate of Formation of SAMTD ACQUISITIONS COOPER AVENUE, LLC filed with the State of New Jersey Department of the Treasury on April 27, 2015 (# 0600420442), pursuant to the provisions of the Revised New Jersey Limited Liability Company Act, Title 42:2C-1, et. seq., of the New Jersey Statutes, in order to form a limited liability company pursuant to the provisions of the Revised New Jersey Limited Liability Company Act, Title 42:2C-1, et. seq. and the New Jersey Long Term Tax Exemption Law, Title 40A:20-1, et. seq., of the New Jersey Statutes, does hereby execute the following Amended and Restated Certificate of Formation:

0600420442

1. Name of Limited Liability Company:

SAMTD ACQUISITIONS COOPER AVENUE URBAN RENEWAL, LLC (the "Company").

2. The purpose for which the Company is organized is:

To operate under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.). The Company intends to redevelop certain property designated as Lots 1.01 in Block 306 and Lots 7, 8, 9, 10, 11.01, 13-16, and 18-22 in Block 307 in the City of Long Branch, Monmouth County, NJ with a 169-unit market-rate, multi-family, residential housing development with associated site improvements (the "Project"). The Project is located within an area designated in need of redevelopment under the N.J. Local Redevelopment and Housing Law, C. 40A:12A-1, et. seq. The Project will be solely a residential development in conformance with the redevelopment plan adopted for the property.

3. Date of Formation:

The date upon which this certificate of formation is filed in the office of the State Treasurer of New Jersey.

Signature

4. Registered Agent Name & Address:

Charles Avery
317 Highway 34, Suite 201
Colts Neck, NJ 07722

5. Principal Office:

The principal office of the Company is located at 317 Highway 34, Suite 201, Colts Neck, NJ 07722.

6. Dissolution date:

Perpetual existence.

7. Provisions/Declarations Required Pursuant to the Act:

- a. So long as the Company is obligated under a financial agreement with the City of Long Branch (the "Municipality") made pursuant to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.), the Company shall engage in no business other than the ownership, management, and control of the Project.
- b. The Company has been organized to serve a public purpose and its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; and (2) the acquisition, management, and operation of a Project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.). The Company shall be subject to regulation by the Municipality, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a Project subject to P.L. 1991, c. 431; (C. 40A:20-1, et. seq.).
- c. The Company shall not voluntarily transfer more than 10% of the ownership of the Project or any portion thereof undertaken by it under P.L. 1991, c. 431; (C. 40A:20-1, et. seq.), until it has first removed both itself and the Project from all restrictions of P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) in the manner required by P.L. 1991, c. 431; (C. 40A:20-1, et. seq.) and, if the Project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the Municipality, which other urban renewal entity shall assume all contractual obligations of the Company under the financial agreement with the Municipality. The entity shall file annually with the Municipality's governing body a disclosure of the persons having an ownership interest in the Project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that

the transfer, if greater than 10%, is disclosed to the Municipality's governing body in the annual disclosure statement or in correspondence sent to the Municipality in advance of the annual disclosure statement referred to above.

- d. The Company is subject to the provisions of Section 18 of P.L. 1991, c. 431; (C. 40A:20-18) respecting the powers of the Municipality to alleviate financial difficulties of the Company or to perform actions on behalf of the Company upon a determination of financial emergency.
- e. Any housing units constructed or acquired by the Company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of the Department of Community Affairs.

The undersigned represents that the Company has one or more members and that this filing complies with requirements of N.J.S. § 42:2C-1, et. seq. The undersigned hereby represent(s) that it is authorized to sign this certificate on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.



Michael A. Bruno, Esq.

Filed by:

Michael A. Bruno, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701

2017-02-14 11:24

Homeowner Protection 6092922839 >> 732 224 6599

P 4/7



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
TRENTON, NJ 08646-1001

CLARA CHRISTIE
Governor

KIM GUADAGNOLI
Lt. Governor

CHARLES A. RICHMAN
Comptroller

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: SAMTD ACQUISITIONS COOPER AVENUE URBAN RENEWAL, LLC
(formerly SAMTD Acquisitions Cooper Avenue, LLC)
File # 181B
An Urban Renewal Entity

This is to certify that the attached AMENDED AND RESTATED CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 14th day of February, 2017 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

BY 
Edward M. Smith, Director
Division of Codes and Standards



R# 83-17

**RESOLUTION AUTHORIZING THE MAYOR
AND CITY CLERK TO EXECUTE AGREEMENT
WITH THE LONG BRANCH PATROLMAN'S
BENEVOLENT ASSOCIATION LOCAL 10**

WHEREAS, almost all of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

WHEREAS, after negotiations, the City has settled bargaining agreement in order to provide for various terms and conditions of employment for the affected employees; and

WHEREAS, the parties determined that it was necessary to protect their legal rights under the 2013-2018 Agreement to enter into new agreements dated 2013-2016 and 2017-2018; and

WHEREAS, the copies previously approved by the Council contained numerous typo and other errors that needed to be corrected.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the corrected contract agreement between the City of Long Branch and the Long Branch Patrolman's Benevolent Association Local 10 for the contract term from January 1, 2013 through December 31, 2016 and January 1, 2017 through December 31, 2018.

MOVED: *Siriani*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIMBY 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 3-28-17
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 29th DAY OF MARCH 2017
Kimby L. Scheele
MUNICIPAL CLERK, R.T.C.

R# 84-17

**RESOLUTION APPROVING INTERLOCAL AGREEMENT
FOR SHARED SERVICES WITH THE LONG BRANCH BOARD
OF EDUCATION RELATIVE TO FIBER MAINTENANCE**

WHEREAS, the City Council of the City of Long Branch wishes to enter into an Interlocal Services agreement with the Long Branch Board of Education relative to Fiber Maintenance; and

WHEREAS, the City Council of the City of Long Branch feels that it would be in the best interest of the City to enter into same; and

WHEREAS, in accordance with the attached agreement, in consideration of the services being provided by the Board to the City, the City agrees to pay to the Board the sum of Forty Four Thousand Dollars (\$44,000.00) annually starting in fiscal year 2017 and continuing for a period of five (5) years through December 31, 2021 along with various other terms and conditions set for in the attached agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize the Mayor to sign the Interlocal Service Agreement in the form annexed hereto.

MOVED: *Sitaranu*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, 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 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF MARCH 2017
Kathy L. Schelle
MUNICIPAL CLERK, R.S.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 TELECOMMUNICATION LONG BRANCH BOARD OF EDUCATION

Said contract being made as follows:

LONG BRANCH BOARD OF EDUCATION \$44,000.00

Said funds being available in the form of:

**#7-01-012-734 - \$44,000.00 PENDING APPROVAL OF THE
TEMPORARY, EMERGENCY 2017 BUDGET**



Michael Martin, Chief Financial Officer

3/8/17

Date

**TELECOMMUNICATIONS AGREEMENT BETWEEN
THE CITY OF LONG BRANCH AND THE BOARD OF
EDUCATION OF THE CITY OF LONG BRANCH, IN
THE COUNTY OF MONMOUTH**

This Telecommunications Agreement ("Agreement") is made and entered into as of the 29th day of March 2017 by and between the following:

CITY OF LONG BRANCH, a municipal corporation of the State of New Jersey having its principal place of business located at 344 Broadway, Long Branch, New Jersey 07740 ("City")

and

THE BOARD OF EDUCATION OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, a public corporation of the State of New Jersey having its principal place of business located at 540 Broadway, Long Branch, New Jersey 07740 ("Board").

RECITALS

A. The Board entered into a contract ("Contract") with 4 Connections, LLC ("4 Connections") effective July 1, 2003 which provided *inter alia* that 4 Connections would install a dark fiber telecommunications network throughout the City to service all of the present and proposed facilities of the Board.

B. The Contract was amended in January of 2004, on July 1, 2004 and July 1, 2007.

C. The amendments provided *inter alia* that rather than dark fiber, that 4 Connections would install and maintain lit fiber throughout the City to service the facilities then owned and to be owned by the Board.

D. The Contract as amended provided *inter alia* that the fiber is owned by 4 Connections and that the Board would rent from 4 Connections services including, but not limited to, the use of eight (8) strands.

E. After the Board entered into the Contract, the City also entered into a contract with 4 Connections which provides *inter alia* that the City is leasing from 4 Connections 8 (eight) fibers to service the needs of the City.

F. The Board entered into an agreement with the City as of the first day of January 2012 which provided *inter alia* that the Board would have installed and maintained a lit fiber system throughout the City to service the facilities owned by the Board and the City.

G. The agreement with the City commenced January 1, 2012 and continued through December 31, 2016.

H. The City and the Board entered into a First Amendment to the agreement as of the first day of July 2014 which amended Paragraphs 3 and 4 of the original agreement.

I. In order to maximize the use of the fibers rented by the City from 4 Connections, the City is in need of network services including, but not limited to, management of the overall network, management of the switches, and the use of dedicated ports located within the equipment owned by the Board located at 540 Broadway in Long Branch and power and a back-up generator to power the network in the event of a power failure.

J. There is a valid governmental purpose served by the City and Board entering into this Agreement in order to provide the City with high speed communications capabilities.

K. An economy of scale will be achieved by the City entering into this Agreement with the Board as it would cost the City substantially greater amounts to enter into an agreement with any entity other than the Board for the same services.

L. *N.J.S.A. 40:65-1 et seq.* authorizes two (2) or more local units of government the capability to provide joint services which statute is referred to as the "Uniformed Shared Services and Consolidation Act."

M. The City and the Board wish to continue with the services provided by the Board to the City as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the City and the Board do agree as follows:

1. The Recitals set forth above are incorporated into and made a part of this Agreement.

2. This Agreement shall be governed by the Uniformed Shared Services and Consolidation Act referred to in Recital L above.

3. The Board shall provide the following services to the City:

A. Maintenance of the data and communications network for itself and the City.

B. Approximately 16 (sixteen) ports to the City for use by the City in the network switch [gigabit interface connectors] owned by the Board.

C. All required maintenance on the network switch [gigabit interface connectors] in order that outages to the City are reduced to a minimum.

D. Its reasonable efforts to provide a four (4) hour response time for any problems in the data and communications network communicated to the Board by representatives of the City.

4. In the event that either the Board or the City determines that there is a problem with the data and communications network, each will give the other notice as soon as practicable after the problem is discovered.

5. The Board will provide assistance to the City with network devices to include, but not limited to, routers, switches, Virtual Private Networks (VPN), Wireless Access Points

(WAP). Commencing on the same date, the Board will provide assistance with all network attached devices housed throughout the City to include, but not limited to, servers, cameras, police and fire radio equipment and emergency notification systems.

6. In consideration of the services being provided by the Board to the City, the City agrees to pay to the Board the sum of Forty Four Thousand and 00/100 (\$44,000.00) Dollars annually starting January 1, 2017 and continuing through December 31, 2021. The City will make equal quarterly payments *i.e.* January 1st, April 1st, July 1st and October 1st of each year commencing as of January 1, 2017, for the balance of the term of this Agreement, each in the amount of Eleven Thousand and 00/100 (\$11,000.00) Dollars.

7. This Agreement shall replace in its entirety the Agreement with the City dated as of January 1, 2012 and the First Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the year and date first above written.

WITNESS:

Peter E. Genovese, III, RSBO, QPA
Board Secretary

**BOARD OF EDUCATION OF THE CITY
OF LONG BRANCH, IN THE COUNTY
OF MONMOUTH**

By: _____
MICHELE CRITELLI, President

WITNESS:

City Clerk

CITY OF LONG BRANCH

By: _____
ADAM SCHNEIDER, Mayor

R# 85-17

RESOLUTION AUTHORIZING AGREEMENT WITH INTEGRATED TECHNICAL SYSTEMS INC. TO PURCHASE (19) NINETEEN PARKING METERS FROM THE RFP PROPOSAL TERMS, CONDITIONS AND PRICE PASSED BY RESOLUTION R169-12

WHEREAS, the Business Administrator and the Public Safety Director for the City of Long Branch has recommended to the City Council of the City of Long Branch that the City enters into an agreement with Integrated Technical Systems Inc.; and

WHEREAS, Integrated Technical Systems Inc., will provide the City (19) nineteen parking meters for replacement and upgrades of parking meters along the boardwalk; 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 sufficient funds are available for this purchase from appropriation line item #7-01-450-714 in the amount not to exceed \$224,000.00;and

NOW THEREFORE, BE IT RESOLVED, by the City Council of The City of Long Branch that the proposal of Integrated Technical Systems 9 Whippany Rd.Bldg.A-1 Suite 6 Whippany, NJ 07981, in the amount of \$224,000.00, which encompasses the services set forth in the City's Request for Proposals dated July 18, 2012, be accepted as the purchase price proposal which best met the established criteria and is most advantageous to the City of Long Branch for a sum not to exceed \$224,000.00.

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

OFFERED:	<u>Siriano</u>
SECOND:	<u>Pallone</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 29th DAY OF MARCH 2017
Kathy L. Schemelz
MUNICIPAL CLERK, R.T.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 TO PROVIDE MULTI-SPACE PARKING PAY STATIONS

Said contract being made as follows:

INTERGRATED TECHNICAL SYSTEMS \$224,000.00

Said funds being available in the form of:

#7-01-450-714- \$224,000.00



Michael Martin, Chief Financial Officer

3/8/17

DATE

Quotation



3/7/2017

City of Long Branch
 344 Broadway
 Long Branch, NJ 07740
 Attn: Howard Woolley/Charley Shirley
 732-803-5144

Integrated Technical Systems, Inc. is pleased to submit the following proposal:

LUKE II - City of Long Branch, NJ - 19 Additional Meters - Coin, Bill, CC

Qty	Vendor	Model	Description
			19 AC
19	DPT	900.0021	LUKEII-102B NA (38key, 120VAC, Coin, Bill, Card, Printer)
19	DPT	500.0157	Modem WIFI-C (V2-V5) ERB300H
19	DPT	880.4030	Maintenance Lock Standard-L2
19	DPT	880.4036	Collection Lock Standard-L2
1	DPT		Match Service Key - Maintenance
1	DPT		Match Service Key - Collections
4	DPT	450.0018	Key-Green Ext. Access-L/S - Each
2	DPT	450.0019	Key-Yellow Ext. Access-L/S - Each
4	DPT	450.0018	Key-Green Ext. Access-L/S - Each
2	DPT	450.0019	Key-Yellow Ext. Access-L/S - Each
4	DPT	450.0033	Key-Bill Stacker Access
4	DPT	450.0006	Key-Access Canister Lid
38	DPT	115.0108	Coin Canister Box Assy-L2
38	DPT	115.0132	1K Note Bill Stacker w/ Lock
19	DPT		Extended Hardware Warranty
19	DPT		Extended Software Warranty
19	ITS	663.0027P	Thermal Paper

TOTAL EQUIPMENT PRICE: **\$219,725**
 Billed

ITS INSTALLATION & TRAINING **Separately**
 FREIGHT **\$4,275**

GRAND TOTAL: **\$224,000**

Two-Year Warranty Included on Hardware & Software

*PRICING is according to schedule adopted in Resolution 169-12 by the City of Long Branch for the purchase of Multi-Space Parking Pay Stations awarding a contract to Integrated Technical Systems, Inc.

19	DPT	100.0012	Digitak IRIS ASP Monthly Service		
			IRIS Core	\$50.00	\$950.00
			Includes: Basic (Remote Config., Batch CC Processing, Stall Data)	Unit/Month	Month
			Real Time Credit Card Processing		
			Web Based Reporting		
			Monitoring and Alarming		
			Digital API - mPay Mobile Integration		

NOTES:

- Quotation subject to applicable taxes
- Quotation is not valid if this is a Capital Improvement
- Customer is responsible for required permitting and concrete pad
- Customer accepts their responsibility in the installation process, delays in this area should not effect payment
- Shipping & Handling Included in Quotation
- Required Computer Hardware is to be provided by customer

ACCEPTED BY: _____

Quote by Joe Yorlano

Integrated Technical Systems, Inc.
 8 Capital Drive · Wallingford, CT 06492 · Tel: (203) 265-8100 · Fax: (203) 949-4710
www.its-integrated.com

R# 86-17

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF ONE (1) 2017 FORD SUPER DUTY F-250
SRWXL 4WD REG CAB W/UTILITY BODY TRUCK FOR THE
DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City has the need to purchase a work truck for use by the Department of Public Works; 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 Public Works Director and the Purchasing Agent that the brand of equipment, as detailed in Attachments A , annexed hereto, will best meet the needs of the Department of Public Works; 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 Capital Improvements City of Long Branch, Appropriation Line Item #C-04-123-607, in the amount of \$39,885.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract is awarded to **BEYER FORD** for purchase of **one (1) Crew Cab Truck** as detailed in attached quote, in accordance with the terms and conditions on New Jersey State Contract # A 88727, for a sum not to exceed \$39,885.50.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF MARCH, 2017.
Kathy L. Schmeltz
MUNICIPAL CLERK, R.R.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:

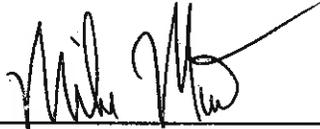
CONTRACT TO PURCHASE ONE (1) FORD WORK TRUCK

Said contract being made as follows:

BEYER FORD \$39,885.50

Said funds being available in the form of:

WORK TRUCK #C-04-123-607-\$39,885.50



Michael Martin, Chief Financial Officer

3/8/17
Date



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:

From: Brooks Buxton

Phone/Fax: (973) 319-7009 / (973) 884-2650

Vehicle	Beyer Fleet
Pick Up Location	31 Williams Parkway East Hanover, NJ 07936

2017 Ford Super Duty F-250 SRW XL 4WD Reg Cab w/ Utility Body

NJ STATE CONTRACT

A88727

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift-G 6-Spd Auto
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Manual Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery
Extra Heavy-Duty 200 Amp Alternator
3830# Maximum Payload
GVWR: 10,000 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Manual Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS,
Wheels: 17" Argent Painted Steel
Tires: LT245/75Rx17E BSW A/S PLUS (4)
Regular Box Style
Clearcoat Paint
Black Front Bumper w/Black Rub Strip
Black Side Windows Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Front License Plate Bracket
Tailgate Rear Cargo Access
8' Stahl Utility Body (CST98VVS-48.5)

Radio: AM/FM Stereo -inc: digital clock and 4-speakers
4-Way Driver Seat -inc: Manual Recline
4-Way Passenger Seat -inc: Manual Recline
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure
Temp, Engine Hour Meter, Trip Odometer&Trip Computer
3 Person Seating Capacity
Front Cupholder
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood And Pickup Cargo Box Lights
Instrument Panel Bin and Covered Dashboard Storage
Manual 1st Row Windows
Trip Computer
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Manual Tailgate/Rear Door Lock
Halogen Headlamps w/Delay-Off
Cargo Lamp Integrated w/High Mount Stop Light
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver/Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts

Base Price \$ 26,635.00

Options for F250

3.73 Axle Ratio w/Electronic Locking Rear Axle	\$	390.00
Power Equipment Group	\$	915.00
Upfitter Switches	\$	165.00
LED Roof Clearance Lights	\$	80.00
Spare Tire	\$	295.00
Trailer Brake Controller	\$	270.00
State Discount (10% off Factory MSRP Options)	\$	(211.50)
Stahl 8' Utility Body CST98VVS-48.5		Incl
Trailer Hitch Reciever	\$	275.00
Trailer Plug Installed	\$	185.00
Master Locking Bar	\$	380.00
Timberance in Front	\$	425.00
Trailer Plug Installed	\$	185.00
Western 8' Pro Plus Snow Plow	\$	5,095.00
Spray-In Bedliner	\$	575.00
Back Up Alarm	\$	175.00
Vehicle Undercoating	\$	490.00
Dome Light	\$	158.00
Stirrup Step	\$	439.00
Roof Mounted Amber Strobe Light	\$	395.00
Custom Headache Rack	\$	895.00
(2) UB LED Scene/Work Lights Mounted to Back Rack	\$	595.00
(4) Corner Amber LEDs	\$	695.00
2" Ball and Pintle	\$	385.00

Option Total \$ 13,250.50

Budget Total \$ 39,885.50

Date: 10/13/2016

Quote is good for 60 Days

CODE	2017 Ford F-250 SRW (X2B) XL 4WD SuperCab 8' Box Options List	MSRP
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)	\$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: 4 valve OHV, manual push-button engine-exhaust braking and intelligent oil-life monitor, 34 Gallon Fuel Tank, 3.31 Axle Ratio, Heavy-Duty 175 Amp Alternator, Dual 78-AH 750 CCA Batteries	\$8,595.00
TRANSMISSION		
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)	\$0.00
44W	Transmission: TorqShift 6-Speed Automatic -inc: (6R140), SelectShift, tow/haul mode and B20 capability	\$0.00
OPTION PACKAGE		
600A	Order Code 600A	\$0.00
AXLE RATIO		
X37	3.73 Axle Ratio (STD)	\$0.00
X31	3.31 Axle Ratio	\$0.00
X35	3.55 Axle Ratio	\$0.00
X3H	Electronic-Locking w/3.31 Axle Ratio	\$390.00
X3J	Electronic-Locking w/3.55 Axle Ratio	\$390.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
X4M	Electronic-Locking w/4.30 Axle Ratio	\$390.00
WHEELS		
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments	\$0.00
64W	Wheels: 17" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments	\$600.00
TIRES		
TD8	Tires: LT245/75Rx17E BSW A/S PLUS (4) (STD)	\$0.00
TCH	Tires: LT275/65Rx18E BSW A/S	\$0.00
TBM	Tires: LT245/75Rx17E BSW A/T	\$165.00
TCD	Tires: LT265/70Rx17E OWL A/T	\$455.00
TDX	Tires: LT275/70Rx18E BSW A/T PLUS (4)	\$165.00
TDU	Tires: LT275/70Rx18E OWL A/T PLUS (4) -inc: LT275/70Rx18E BSW A/T spare tire	\$250.00
PRIMARY PAINT		
G1	Shadow Black	\$0.00
PQ	Race Red	\$0.00
N1	Blue Jeans Metallic	\$0.00
Z1	Oxford White	\$0.00
H5	Caribou Metallic	\$0.00
J7	Magnetic Metallic	\$0.00
UX	Ingot Silver Metallic	\$0.00
SEAT TYPE		
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$100.00
4S	Medium Earth Gray, Cloth 40/Mini-Console/40 Front Seat -inc: driver's side manual lumbar	\$515.00
REQUIRED OPTION		
—	Heavy-Duty 157 Amp Alternator	\$0.00
—	Heavy-Duty 175 Amp Alternator	\$0.00
67D	Extra Heavy-Duty 200 Amp Alternator	\$0.00

67D	Extra Heavy-Duty 220 Amp Alternator	\$0.00
67E	Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
67A	Dual Alternators (Total 332-Amps)	\$0.00
67B	Dual Extra Heavy-Duty Alternators (Total 377-Amps)	\$115.00
ADDITIONAL EQUIPMENT		
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Perimeter Alarm, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock, Power Locks	\$915.00
17F	XL Decor Group -inc: Chrome Rear Step Bumper, Chrome Front Bumper, Bright Chrome Hub Covers & Center Ornaments (LPO) REQUIRES Valid FIN Code.	\$220.00
47B	Snow Plow/Camper Package -inc: computer selected springs for snowplow application and heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification, NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Rear Stabilizer Bar w/996&I(X3J,X35), REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). w/99T&X35&X3J, REQUIRES Dual Alternators (67A) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C).	\$245.00
17X	FX4 Off-Road Package -inc: Unique FX4 Off-Road Box Decal, Colored Front & Rear Rancho Branded Shocks, Hill Descent Control, Transfer Case & Fuel Tank Skid Plates	\$295.00
471	Camper Package -inc: heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment), rear auxiliary springs and slide-in camper certification, NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Rear Stabilizer Bar	\$160.00
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, NOTE: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details w/996&I(X3J,X35), REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). w/99T&X35&X3J, REQUIRES Dual Alternators (67A) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C).	\$85.00
96V	XL Value Package -inc: Chrome Rear Step Bumper, Chrome Front Bumper, 4.2" Center-Stack Screen, Radio: AM/FM Stereo/Single-CD/MP3, 6 speakers, Bright Chrome Hub Covers & Center Ornaments, Steering Wheel-Mounted Cruise Control	\$720.00
17S	STX Appearance Package -inc: STX fender vent badge, Tires: LT275/65R18E BSW A/S, Chrome Rear Step Bumper, Chrome Front Bumper, Wheels: 18" Sparkle Silver Painted Cast Aluminum, bright hub covers/center ornaments, Radio: AM/FM Stereo/Single-CD/MP3, 6 speakers, Bright Chrome Hub Covers & Center Ornaments, Bright Chrome Grille, Steering Wheel-Mounted Cruise Control	\$1,690.00
63R	Heavy-Service Package for Pickup Box Delete -inc: heavy-service front springs (200 lbs, upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment) and rear auxiliary springs, NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Rear Stabilizer Bar	\$125.00
62R	Transmission Power Take-Off Provision -inc: transmission mounted live drive and stationary mode PTO	\$280.00
213	4x4 Electronic-Shift-On-The-Fly (ESOF) -inc: manual-locking hubs and auto rotary control on instrument panel	\$185.00
41H	Engine Block Heater (Regional) Standard in Alaska, Colorado, Iowa, Idaho, Maine, Michigan, Minnesota, Montana, North Dakota, New Hampshire, New York, South Dakota, Vermont, Wisconsin and Wyoming.	\$0.00
41H	Engine Block Heater	\$75.00
98R	Operator Commanded Regeneration (OCR)	\$250.00

86M	Medium Duty Battery - Dual 78 AH	\$210.00
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$270.00
535	High Capacity Trailer Tow Package -inc: increased GCW from 23,500 lbs, to 25,700 lbs, max front springs and upgraded axle, NOTE: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, See Supplemental Reference for vehicle height consideration	\$1,130.00
53W	5th Wheel/Gooseneck Hitch Prep Package -inc: 5 pickup bed attachment points w/plugs, 1 frame under-bed cross member and 1 integrated 7-pin connector on driver's side pickup bed wall, 5th wheel hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible w/the factory orderable 5th Wheel Hitch Kits (15K and 15L) and dealer-installed Ford custom accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A (8ft box only), The prep package is also compatible w/Reese Signature Series 5th wheel hitch kits updated w/a new Leg Service Kit - part #BC3Z-A00A25-A (8ft box only), The 5th Wheel Hitch Kit (15K), 5th Wheel Hitch Kit (15L) and dealer-installed Ford custom accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A is not released to the short box (6.75ft box), NOTE: the short pickup box provides less clearance between the cab and 5th wheel trailer compared to long box pickups, The receiver centerline of the hitch should be mounted at least 2" forward from the rear-axle of the truck chassis, When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees, Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns, Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable	\$370.00
15J	Gooseneck Hitch Kit (Pre-Installed) -inc: Custom accessory	\$250.00
15L	18K 5th Wheel Hitch Kit (Pre-Installed) -inc: Custom accessory	\$1,095.00
65B	Customer-Placed Trailer Camera (Dealer Installed) Factory invoiced accessory. Shipped separately from the vehicle for dealer installation.	\$375.00
653	Individual Trailer TPMS (Dealer Installed) -inc: customer-placed trailer camera Factory invoiced accessory. Shipped separately from the vehicle for dealer installation.	\$725.00
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
66D	Pickup Box Delete -inc: Deletes tie-down hooks, tailgate and 7/4 pin connector, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Spare Wheel, Tire, Carrier & Jack Delete, Rear Bumper Delete *CREDIT*	(\$625.00)
68D	GVWR: 9,900 lb Payload Package	\$0.00
67H	Heavy-Service Front Suspension Package -inc: heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), NOTE: May result in deterioration of ride quality, Vehicle ride height will increase w/the addition of this package	\$125.00
51X	Spare Wheel & Tire Delete -inc: Also deletes jack and frame-mounted carrier (LPO) REQUIRES Valid FIN Code. *CREDIT*	(\$85.00)
512	Spare Tire, Wheel, Carrier & Jack Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	\$295.00
924	Privacy Glass	\$30.00
43B	Fixed Rear-Window w/Defrost	\$60.00
435	Power-Sliding Rear-Window w/Defrost -inc: driver/passenger sun visors w/illuminated vanity covered mirrors	\$405.00
85G	Tailgate Step & Handle	\$375.00
85L	Drop-In Bedliner (Pre-Installed) -inc: Custom accessory	\$350.00
61S	Front Splash Guards/Mud Flaps (Pre-Installed) -inc: Custom accessory	\$130.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed) -inc: Custom accessory	\$0.00
18B	Platform Running Boards	\$370.00
18C	5" Chrome Tubular Step Bar	\$495.00

66L	LED Box Lighting -inc: LED Center High-Mounted Stop Lamp (CHMSL)	\$60.00
91S	Amber LED Warning Strobes (Pre-Installed) -inc: Custom accessory, center high-mounted stop light bar and 2 hood mounted lights	\$655.00
592	LED Roof Clearance Lights	\$80.00
942	Daytime Running Lamps (DRL) -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL), on/off cluster controllable (LPO) REQUIRES Valid FIN Code.	\$45.00
66B	BoxLink -inc: 4 premium locking cleats	\$75.00
61M	Rear Wheel Well Liners (Pre-Installed) -inc: Custom accessory	\$180.00
98F	CNG/Propane Gaseous Engine Prep Package -inc: hardened engine Intake valves, valve seats and bi-fuel manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc, Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle, See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide , Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or Propane fuel, Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S, or Canadian safety standards, It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S, Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S, and Canadian safety standards, labeling and any other requirements	\$315.00
76C	Exterior Backup Alarm (Pre-Installed) -inc: Custom accessory	\$140.00
926	Speed Limitation - 65-MPH Governed Top Speed (LPO) REQUIRES Valid FIN Code.	\$80.00
927	Speed Limitation - 75-MPH Governed Top Speed (LPO) REQUIRES Valid FIN Code.	\$80.00
86A	Engine Idle Shut Down - 5 Minutes -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250.00
86B	Engine Idle Shut Down - 10 Minutes -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250.00
86C	Engine Idle Shut Down - 15 Minutes -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250.00
86D	Engine Idle Shut Down - 20 Minutes -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250.00
52R	Stowable Loading Ramps (Pre-Installed) -inc: Custom accessory REQUIRES Second Unit Body.	\$695.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$495.00
85M	Bed Mat (Pre-Installed) -inc: Custom accessory	\$150.00
58Y	Radio Delete (LPO) REQUIRES Valid FIN Code. *CREDIT*	(\$50.00)
585	Radio: AM/FM Stereo/Single-CD/MP3 (LPO) w/o 17S,96V-inc: aux audio input jack and 6 speakers w/96V&17S-inc: 6 speakers w/o 17S,96V, REQUIRES Valid FIN Code.	\$275.00
91M	SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD screen in center stack, AppLink, 1 smart-charging USB port and steering wheel audio controls	\$365.00
913	SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touch screen in center stack w/swipe capability, pinch-to-zoom capability included w/available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB ports, NOTE: SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, It is compatible w/select smartphone platforms, Commands may vary by phone and AppLink software, 110V/400W Outlet, 1 in-dash mounted outlet	\$115.00

39S	SiriusXM Radio -inc: SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription, Services are not available in Alaska and Hawaii, Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc	\$185.00
525	Steering Wheel-Mounted Cruise Control (LPO) w/o 17S,96V, REQUIRES Valid FIN Code.	\$235.00
572	Air Conditioning Delete (LPO) REQUIRES Valid FIN Code. *CREDIT*	(\$850.00)
41A	Rapid-Heat Supplemental Cab Heater -inc: Dual Extra Heavy-Duty Alternators (Total 377-Amps) (Regional) Standard in Alaska, Colorado, Iowa, Idaho, Maine, Michigan, Minnesota, Montana, North Dakota, New Hampshire, New York, South Dakota, Vermont, Wisconsin and Wyoming with 6.7L Power Stroke Diesel engine (99T). Optional in all other states with 6.7L Power Stroke Diesel engine.	\$0.00
41A	Rapid-Heat Supplemental Cab Heater -inc: Dual Extra Heavy-Duty Alternators (Total 377-Amps)	\$250.00
16F	Color-Coordinated Full Carpet w/Floor Mats	\$60.00
871	Rear View Camera w/o 96V-inc: electrochromic mirror with video display w/96V-inc: electrochromic mirror with video display in center stack screen	\$370.00
76R	Reverse Sensing System	\$245.00
76S	Remote Start System	\$195.00
873	Rear CHMSL Camera -inc: Display in center stack screen, LED Center High-Mounted Stop Lamp (CHMSL) w/cargo light, Rear View Camera, electrochromic mirror w/video display	\$200.00
874	Ultimate Trailer Tow Camera System -inc: 360 degree camera system and trailer reverse guidance, Rear CHMSL Camera Display in center stack screen, LED Center High-Mounted Stop Lamp (CHMSL) w/cargo light, Rear View Camera, electrochromic mirror w/video display	\$710.00
66S	Upfitter Switches (6) -inc: Located in overhead console w/996, REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). w/99T, REQUIRES Dual Alternators (67A) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).	\$165.00
87T	Ford Telematics Powered by Telogis -inc: 1 year of Ford Telematics Powered By Telogis service (requires additional subscription service), Onboard device that tracks vehicle location, speed and idle time w/optional vehicle diagnostics and maintenance reports	\$800.00
872	Rear View Camera & Prep Kit -inc: loose camera, wiring bundle and electrochromic mirror w/video display	\$415.00
60B	Blind Spot Information System (BLIS) -inc: cross-traffic alert and trailer tow (BLIS sensor in taillamp)	\$540.00
43C	110V/400W Outlet w/o 4S-inc: 1 in-dash mounted outlet w/4S-inc: 1 in-dash mounted outlet and 2nd outlet in the console w/996, REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). w/99T, REQUIRES Dual Alternators (67A) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).	\$75.00
18A	Upfitter Interface Module	\$295.00
76Z	Advanced Security Pack -inc: SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors	\$60.00

R 87-17

**RESOLUTION REFUND OF \$25.00 TO ALBERT KAIREY OF
COUNTRYWIDE ACCESSORIES FOR MERCANTILE LICENSE LATE FEE**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize the Finance Department to refund \$25.00 for mercantile license late fee. Said refund should go to:

Albert Kairey
295 Broadway
Long Branch, NJ 07740

MOVED: *Sirianne*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-28-17

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 29th DAY OF MARCH 2017

Kathy Schmidt
Municipal Clerk, E.M.C.



**CITY OF LONG BRANCH
DEPARTMENT OF HEALTH
RECEIPT FOR PAYMENT ONLY - NOT A LICENSE
NOT TRANSFERABLE**

No. 3981

Date of Payment
3/16/2017

Amount
\$ 75.00

Cash/Check
Check

Check #
2906

Receipt #

Client Information:

COUNTRYWIDE ACESSORIES
295 BROADWAY
LONG BRANCH, NJ 07740

Issued By
HEALTH

For the following purpose:

MERCANTILE

MERCANTILE

Please make checks payable to the "CITY OF LONG BRANCH".

2017 Receipt



**CITY OF LONG BRANCH
DEPARTMENT OF HEALTH
RECEIPT FOR PAYMENT ONLY - NOT A LICENSE
NOT TRANSFERABLE**

No. 3981

Date of Payment
3/16/2017

Amount
\$ 75.00

Cash/Check
Check

Check #
2906

Receipt #

Client Information:

COUNTRYWIDE ACESSORIES
295 BROADWAY
LONG BRANCH, NJ 07740

Issued By
HEALTH

For the following purpose:

MERCANTILE

MERCANTILE

Please make checks payable to the "CITY OF LONG BRANCH".

2017 Receipt

FINANCE COPY

**CITY OF LONG BRANCH
DEPARTMENT OF HEALTH
MONMOUTH COUNTY, NEW JERSEY**



No: 3981

DATE OF ISSUE: 03/16/17

Fee: \$ 50.00

DATE OF EXPIRATION: 12/31/17

LICENSE is hereby granted to: COUNTRYWIDE ACCESSORIES

Address: 295 BROADWAY
LONG BRANCH NJ 07740

Sq. Footage : 0
Seats/Rooms : 0

Type of Business: MERCANTILE **Comment:** RETAIL SALES

the licensee having paid the fixed fee and having complied with all the requirements of ordinances necessary for obtaining the license, this license is granted upon the express condition of a forfeiture in case the licensee, his agent, or servant, shall violate any law or ordinance regulative of the business or occupation licensed and that it may be revoked whenever the public good requires that such action be taken.

**NOT TRANSFERABLE
THIS LICENSE MUST BE
POSTED IN PUBLIC VIEW**

R# 88-17

RESOLUTION RELEASING ESCROWS

PROJECT: Matulewicz/ Habitat for Humanity
BLOCK: 407
LOT: 18.01

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS Thomas Matulewicz has requested return of said guarantees on behalf of the applicant, and,

WHEREAS the Chief Financial Officer and the City Planner have stated that the project is complete and recommend the release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

Planning Board Escrow E-14-500-240 \$ 1,541.92

in the total amount of \$1,541.92, plus accrued interest if applicable, to:

Thomas Matulewicz
79 E. River Road
Rumson, NJ 07760

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. 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 3-28-17
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 28th DAY OF MARCH, 2017
Kathy L. Schmeltz
MUNICIPAL CLERK, R.E.S.

R# 89-17

RESOLUTION RELEASING ESCROWS

PROJECT: Sickler
BLOCK: 308 and 352
LOT: 17 & 18.01 and 12

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS Robert Sickler has requested return of said guarantees on behalf of the applicant, and,

WHEREAS the Chief Financial Officer and the City Planner have stated that the project is complete and recommend the release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

Planning Board Escrow	E-14-500-220	\$ 70.14
Planning Board Escrow	E-14-500-224	\$ 118.09

in the total amount of \$188.23, plus accrued interest if applicable, to:

Robert Sickler
73 Atlantic Ave
Long Branch, NJ 07740

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

MUNICIPAL CLERK OF THE CITY OF LONG BRANCH,
 I, KIMMY L. BEREN, 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 5-28-17
 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 28 DAY OF MAY, 2017
Kimmy L. Beren
 MUNICIPAL CLERK, R.M.C.

R# 90-17

**RESOLUTION
2017 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 2017 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 \$14,908,303.00 in addition to the original temporary budget adopted January 10, 2017 in the amount of \$14,809,000.00 for a total Year to Date temporary budget of \$ 30,331,333.00.

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 2017, and that in accordance with the Statute such item of appropriation will be included in the 2017 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: Simanni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. 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 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 28 DAY OF MARCH, 2017.
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

Budget Appropriations

3/28/2017

a) Operations - within "CAPS"

General Administration

Office of the Chief Executive - Mayor

Salaries and Wages

17,668

Other Expenses

2,075

Office of the Chief Administrator

Salaries and Wages

105,202

Other Expenses

3,330

Miscellaneous Other Expenses (Vet. Service Officer)

2,215

Miscellaneous Other Expense (Green City)

1,779

Miscellaneous Other Expense (IT Services)

29,995

Miscellaneous Other Expenses (Special Events)

23,750

Division of Personnel

Salaries and Wages

31,000

Other Expenses

600

Central Switchboard

Salaries and Wages

12,800

Office of Emergency Management

Salaries and Wages

1,875

Other Expenses

10,791

Office of the City Council

Salaries and Wages

4,375

Other Expenses

988

Office of the City Attorney

Salaries and Wages (Prosecutor / Ass't City Attorney)

7,500

Other Expenses

137,500

Misc. -Other Expenses (Labor Counsel)

25,000

Misc. -Other Expenses (Planning Board Attorney)

2,500

Misc. -Other Expenses (Zoning Board Attorney)

2,500

Misc. -Other Expenses (Prosecutor / Ass't City Attorney)

1,250

Misc. - Other Expenses (Retainer City Attorney)

7,500

Office of the City Clerk

Salaries and Wages

49,000

Other Expenses

6,844

Misc- Other Expenses

12,420

Department of Finance

Office of the Director

Salaries and Wages

49,250

Other Expenses

6,250

Division of Accounts and Control

Salaries and Wages

97,500

Other Expenses

12,544

Misc. Other Expenses (Audit Services)	19,975
Office of the Tax Collector	
Salaries and Wages	49,250
Other Expenses	5,750
Division of Purchasing	
Salaries and Wages	48,375
Other Expenses	1,658
Central Reproduction	
Other Expenses	1,650
Central Postage	
Other Expenses	18,125
Insurance	
Employee Group Health	1,151,000
Health Benefit Waiver	22,500
General Liability	209,365
Workers Compensation	266,630
Department of Public Works	
Office of the Director	
Salaries and Wages	98,750
Other Expenses	7,538
Division of Street Construction & Maintenance	
Salaries and Wages	266,250
Other Expenses	65,402
Office of the City Engineer	
Other Expenses	40,000
Municipal Garage	
Salaries and Wages	106,000
Other Expenses	120,388
Division of Parks	
Salaries and Wages	67,663
Other Expenses	13,659
Miscellaneous Other Expense	
Division of Public Facilities	
Salaries and Wages	229,250
Other Expenses	70,000
Misc. Other Expenses	
Division of Solid Waste / Recycling	
Salaries and Wages	313,750
Other Expenses	6,500
Disposal Costs (Sanitation and Recycling)	
Other Expenses	340,425
Department of Public Safety	
Office of the Director	
Salaries and Wages	49,818
Other Expenses	1,113
Division of Police	

Salaries and Wages	2,597,000
Other Expenses	162,332
Police Dispatch	
Salaries and Wages	100,750
School Traffic Guards	
Salaries and Wages	38,250
Other Expenses	328
Traffic Control	
Salaries and Wages	57,500
Other Expenses	6,104
Miscellaneous Other Expense (Parking Meters)	50,000
Division of Fire	
Salaries and Wages	587,500
Other Expenses	49,510
Miscellaneous Other Expense (Chiefs Honorariums)	1,375
Miscellaneous Other Expense (Appraisals)	3,750
Fire House Rental	8,025
Miscellaneous Other Expenses	4,000
Contribution to Volunteer First Aid Squads	
Other Expenses	17,250
Division of Fire	
Uniform Fire Safety (Chapter 383, P.L. 1983)	
Salaries and Wages	120,954
Other Expenses	6,475
Miscellaneous Other Expense	33,288
Department of Health	
Office of the Director	
Salaries and Wages	117,500
Other Expenses	12,388
Miscellaneous Other Expenses	
Bloodborne Pathogen Immunization	425
Animal Control Subsidy (to Trust)	65,000
Public Health Consortium	-
Bureau of Welfare	
Miscellaneous Other Expenses (Reloc)	2,250
Department of Recreation	
Office of the Director	
Salaries and Wages	90,000
Other Expenses	6,944
Miscellaneous Other Expense	3,853
Bureau of Recreation	
Salaries and Wages	19,656
Other Expenses	10,509
Miscellaneous-Other Expenses (celebrations)	8,038
Bureau of Conservation (Beaches)	
Salaries and Wages	182,000
Other Expenses	33,952

Misc. Other Expenses	
Office of Senior Citizen Activities	
Salaries and Wages	19,250
Other Expenses	5,675
Environmental Commission	
Other Expenses	113
Miscellaneous Other Expense (Grant Match)	1,000
Office of Cable Television Commission	
Other Expenses	5,900
Long Branch Arts Council	
Other Expenses	5,250
Urban Enterprise Zone	
Salaries and Wages	7,500
Other Expenses	820
Long Branch Parking Authority	
Other Expenses	625
<u>Statutory & Other Agencies</u>	
Planning Board	
Other Expenses	1,834
Misc. - Other Expenses (Retainer)	1,500
Zoning Board of Adjustment	
Other Expenses	1,609
Misc. - Other Expenses (Retainer)	3,000
Department of Building & Development	
Office of the Director	
Salaries and Wages	33,839
Other Expenses	1,845
Miscellaneous Other Expense (Demolition)	15,000
Office of the Construction Code Official	
Salaries and Wages	122,900
Other Expenses	5,824
Miscellaneous Other Expense	42,925
Office of Planning	
Salaries and Wages	74,875
Other Expenses	2,160
Miscellaneous-Other Expenses (Redevelopment)	55,000
Office of the Tax Assessor	
Salaries and Wages	50,250
Other Expenses	1,770
Miscellaneous Other Expenses	17,428
Revaluation	
Municipal Court	
Salaries and Wages	105,000
Other Expenses	41,761
Municipal Public Defender	
Salaries and Wages	5,500

Unclassified:	
Utilities:	
Electricity	56,250
Telephone	47,500
Natural Gas	23,000
Street Lighting	112,500
Fire Hydrant Service	50,250
Water	12,000
Other (specify)	
Sewer	3,250
Diesel Fuel	63,750
Gasoline	75,000
Accumulated Leave Compensation	
Salaries and Wages	-
=====	
Total Operations (Item 8(A)) within "CAPS"	9,727,344
B. Contingent	
Total Operations Including Contingent- within "CAPS"	9,727,344
Deferred Charges and Statutory Expenditures- Municipal within "CAPS"	
DEFERRED CHARGES:	
Emergency Authorizations	
STATUTORY EXPENDITURES:	
Public Employees Retirement System	1,280,704
Social Security System (O.A.S.I.)	261,844
Police & Firemens Retirement System of New Jersey	2,981,736
Defined Contribution Retirement Plan	2,625
Unemployment Insurance	
=====	
Total Deferred Charges and Statutory Expenditures-Municipal within "CAPS"	4,526,909
Total General Appropriations for Municipal Purposes within "CAPS"	14,254,253
=====	
(A) Operations - Excluded from "CAPS"	
Maintenance of Free Public Library	396,588
Employee Group Health	
Disposal Costs (Sanitation and Recycling)	

Other Expenses (Recycling)	11,550	
Special Emergency Appropriation (Sandy)		
Total Other Op Excluded From Caps	408,138	
West Long Branch Finance Dept		
Salary and Wage	13,125	
Other Expenses	3,938	
Implementation of "911" System		
Other Expenses		
Total Interlocal Municipal Service Ag.	17,063	
State and Federal Programs Off-Set by Revenues		
State of New Jersey		
Department of Environmental Protection		
Clean Communities Grant		
County Grant		
Monmouth County Office on Aging		
Senior Citizen Program		
Monmouth County Share		
City Share		
State of New Jersey		
Department of Motor Vehicle		
Drunk Driving Enforcement		
State Grant		
Safe and Secure Communities Grant		
State of New Jersey		
Urban Enterprize Zone Administration		
UEZ Administrative Budget		13,000
UEZ Security Phase X		5,000
Summer Shuttle Project		
Year-Round Shuttle Project		47,000
Marketing and Business Development		32,500
West End Gazebo Project		
Digital Communications Project		
Administration 2013-14		
Police Security		
State of New Jersey		
Division of Criminal Justice		
Body Armor Replacement		
U. S. Department of Justice		
Office of Justice Programs		
Edward Byrne Memorial Justice Assistance Grant		
State of New Jersey		
Recycling Tonnage Grant		
US Department of Justice		
Bulletproof Vest Partnership		

State of New Jersey
 Cops in Shops Grant

2014 COPS Hirig Hiring Program
 Federal Share
 Local Share

County of Monmouth
 Municipal Open Space Project
 Troutmans Creek

County of Monmouth
 Lake Takanassee Bank Stabilization

County of Monmouth
 Emergency Performance Grant

FEMA HMGP Flood Control Project

Total State and Federal Programs Off-Set by Revenues
 Total Operations Excluded from "CAPS"

97,500
 522,701

Capital Improvements - Excluded from "CAPS"

Capital Improvement Fund
 Capital Projects:
 Acquisition of Equipment:
 Department of Recreation
 Bureau of Conservation (Beach)

Department of Public Safety
 Division of Fire
 Division of Police/ Parking Meters

Office of Emergency Management (OEM)

Division of Buildings and Grounds
 Emergency Generator Annex Building
 Brighton Avenue

Dept. of Public Works
 Acquisition of Equipment

80,000

Total Capital Improvements Excluded from "CAPS"

80,000

Municipal Debt Service Excluded form "CAPS"

Payment of Bond Principal
 Payment of Bond Anticipation Notes
 Interest on Bonds

Interest on Notes	
Interest on Tax Anticipation Notes	
Interest and Principal on Green Trust	51,349
Interest and Principal on Unsafe Bldg. Demo Grant (DCA)	
Payment of Special Emerg. Note Principal	
Interest on Special Emergency Notes	
Total Municipal Debt Service - excluded from "CAPS"	51,349
Deferred Charges - Municipal- Excluded from "CAPS"	
(1) DEFERRED CHARGES	
Emergency Authorizations	
Special Emergency Auth 5 Yr (40A:4-55)	
Deferred Charges to future taxation-Unfunded	
Total Deferred Charges - Municipal- Excluded from "CAPS"	0
Total General Appropriations for Municipal Purposes Excluded from "CAPS"	654,050
Total General Appropriations - Excluded from "CAPS"	654,050
Subtotal General Appropriations (Items (H-1) and (O))	14,908,303
Reserve for Uncollected Taxes	
Total General Appropriations	14,908,303
	\$ 30,331,333

R# 91-17

**RESOLUTION TO RE-ADVERTISE BIDS FOR CONCESSION STANDS AT WEST END,
COTTAGE PLACE AND BATH AVENUES**

WHEREAS, the City of Long Branch advertised for receipt of bids on March 22, 2017 for concession Stands at West End, Cottage Place AND Bath Avenues and;

WHEREAS, upon recommendation of the Long Branch Purchasing Agent it was determined and recommended that the City of Long Branch re-advertise bids due to no responses.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that, a re-bid be advertised as soon as possible.

MOVED: *Sitianni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KAREY L. SCHELL, 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 3-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF MARCH, 2017
Karey L. Schell
MUNICIPAL CLERK, R.N.J.

R# 92-17

**RESOLUTION AUTHORIZING NON-FAIR OPEN CONTRACT FOR
ATTORNEY COUNSEL SERVICES WILLIAMS MULLIN**

WHEREAS, at the recommendation of the City's Business Administrator there is a need to sign a contract with Williams Mullin for the purpose of Attorney Counsel Services for the City of Long Branch; and

WHEREAS, the City as chosen to use the traditional method of contracting rather than publicly advertising for sealed proposals for this contract and, therefore pursuant to N.J.S.A. 19:44A-20.4 et seq, the following documents have been submitted and annexed hereto with regard to the contract at issue.

1. The Purchasing Agent has determined and certified, in accordance with the Certification of Value Form annexed hereto, that the value of this contract exceeds \$17,500
2. Williams Mullin, in accordance with PL2004, HAS COMPLETED AND SUBMITTED THE Business Entity Disclosure Certification, annexed hereto, certifying that it has not made and will not make, any reportable contributions that would bar the award of this contract.
3. Williams Mullin has completed, and submitted to the City on November 4, 2016, the C.271 Political Contribution Disclosure Form, annexed hereto.
4. In executing the contract documents, Williams Mullin has certified that it complies with the City's Ordinance #18-5 and has not given any political contributions that would bar the award of the contract.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch authorizes a contract with Williams Mullin to provide Attorney Counsel Services for a term of March 29, 2017 through December 31, 2017 for an amount not to exceed \$230.00 an hour.

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

BE IT FURTHER RESOLVED, that notice of award of this contract shall be advertised as required by law.

MOVED: *Siricanni*
 SECONDED: *Pallone*
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KERRY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON 3-28-17
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 29th DAY OF MARCH 2017
Kerry L. Schemelz
 MUNICIPAL CLERK, R.M.S.

R93-17

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the City of Long Branch, County of Monmouth for the Fiscal Year 2017.

Be it resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2017.

Be It Further Resolved, that said Budget be published in the Link Newspaper

In the issue of April 13th, 2017.

The Governing Body of the City of Long Branch, does hereby approve the following as the Budget for the year 2017.

RECORDED VOTE

(insert last name)

Ayes

*Bastelli
Billings
Celli
Pallone
Sirciamini*

Nays

NONE

Abstained

NONE

Absent

NONE

Notice is hereby given that the Budget and Tax Resolution was approved by the Council of Long Branch, County of Monmouth, on March 28th, 2017, of the City

A Hearing on the Budget and Tax Resolution will be held at City Council Chambers, 344 Broadway, Long Branch, on April 25th, 2017 at

7:30 o'clock ^(A.M.) _(P.M.)

at which time and place objections to said Budget and Tax Resolution for the year may be presented by taxpayers or other interested persons. _(Cross out one)

2017 MUNICIPAL DATA SHEET

MUNICIPALITY: City of Long Branch

(Must accompany 2017 Budget)

COUNTY: Monmouth

<u>Adam Schneider</u> Mayor's Name	<u>06/30/18</u> Term Expires
---------------------------------------	---------------------------------

Municipal Officials	
<u>Kathy Schmeltz</u> Municipal Clerk	{ Sept. 1, 2010 Date of Orig. Appt. 1343 Cert No.
<u>Carla Tomas</u> Tax Collector	1570 Cert No.
<u>Michael Martin</u> Chief Financial Officer	528 Cert No.
<u>Robert W. Allison</u> Registered Municipal Accountant	483 Lic No.
<u>James G. Aaron</u> Municipal Attorney	

Official Mailing Address of Municipality

City of Long Branch

344 Broadway

Long Branch

New Jersey 07740

Fax #: 732-222-1556

Name	Term Expires
<u>Joy Bastelli, Councilwoman</u>	<u>06/30/18</u>
<u>Kathleen Billings, Council President</u>	<u>06/30/18</u>
<u>Dr. Mary Jane Celli, Council Vice President</u>	<u>06/30/18</u>
<u>John Pallone, Councilman</u>	<u>06/30/18</u>
<u>Michael Siriamni, Councilman</u>	<u>06/30/18</u>

Please attach this to your 2017 Budget and Mail to:

Director, Division of Local Government Services
 Department of Community Affairs
 P.O. Box 803
 Trenton NJ 08625

Division Use Only
Municode: _____
Public Hearing Date: _____

2017

MUNICIPAL BUDGET

Municipal Budget of the City of Long Branch, County of Monmouth, for the Fiscal Year 2017.

It is hereby certified that the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

28th day of March, 2017

and that public advertisement will be made in accordance with the provisions of N.J.S. 40A:4-6 and N.J.A.C. 5:30-4.4(d).

Certified by me, this 28th day of March, 2017

Kathy Schmeiz
Clerk
344 Broadway
Address
Long Branch, New Jersey 07740
Address
732-222-7000 x 5644
Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me, this 28th day of March, 2017

Robert W. Allison, CPA, RMA

Registered Municipal Accountant

Freehold, New Jersey 07728

Address

912 Highway 33, Suite 2

Address

732-408-0800

Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, the total of anticipated revenues equals the total of appropriations and the budget is in full compliance with the Local Budget Law, N.J.S. 40A:4-1 et seq.

Certified by me, this 28th day of March

Michael Martin, C.F.O.

Chief Financial Officer

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the amount to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.

Dated: _____, 2017

By: _____
STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Do Not Advertise This Certification Form

It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to N.J.S. 40A:4-7g.

Dated: _____, 2017

By: _____
STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Sheet 1

**EXPLANATORY STATEMENT
SUMMARY OF CURRENT FUND SECTION OF APPROVED BUDGET**

	YEAR 2017	
General Appropriations For: (Reference to item and sheet number should be omitted in advertised budget)		XXXXXXXXXX.XX
1. Appropriations within "CAPS" -		XXXXXXXXXX.XX
(a) Municipal Purposes (Item H-1, Sheet 19)(N.J.S. 40A:4-45.2)		45,230,272.34
2. Appropriations excluded from "CAPS"		XXXXXXXXXX.XX
(a) Municipal Purposes (Item H-2, Sheet 28)(N.J.S. 40A:4-45.3 as amended)		8,712,285.90
(b) Local School District Purposes In Municipal Budget (Item K, Sheet 29)		0.00
Total General Appropriations excluded from "CAPS" (Item Q, Sheet 29)		8,712,285.90
3. Reserve for Uncollected Taxes (Item M, Sheet 29) - Based on Estimated	0.0%	Percent of Tax Collections
4. Total General Appropriations (Item 9, Sheet 29)	Building Aid Allowance	2017 - \$
	for Schools-State Aid	2016 - \$
		0.00
5. Less: Anticipated Revenues Other Than Current Property Tax (Item 5, Sheet 11)		55,961,122.05
(i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)		16,669,931.05
6. Difference: Amounts to be Raised by Taxes for Support of Municipal Budget (as follows)		XXXXXXXXXX.XX
(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (Item 6(a), Sheet 11)		37,705,884.00
(b) Addition to Local District School Tax (Item 6(b), Sheet 11)		0.00
(c) Minimum Library Tax		1,585,307.00

EXPLANATORY STATEMENT - (Continued)

SUMMARY OF 2016 APPROPRIATIONS EXPENDE AND CANCELED

	General Budget	Water Utility	Second Utility	Third Utility	Fourth Utility	Fifth Utility
Budget Appropriations - Adopted Budget	55,754,744.28	0.00	0.00	#REF!	#REF!	#REF!
Budget Appropriations Added by N.J.S. 40A:4-87	202,430.00	0.00	0.00	0.00	0.00	0.00
Emergency Appropriations	0.00	0.00	0.00	0.00	0.00	0.00
Total Appropriations	55,957,174.28	0.00	0.00	#REF!	#REF!	#REF!
Expenditures:						
Paid or Charged (Including Reserve for Uncollected Taxes)	53,371,637.03	0.00	0.00	0.00	0.00	0.00
Reserved	2,585,536.64	0.00	0.00	0.00	0.00	0.00
Unexpended Balances Cancelled	0.61	0.00	0.00	#REF!	#REF!	#REF!
Total Expenditures and Unexpended Balances Cancelled	55,957,174.28	0.00	0.00	#REF!	#REF!	#REF!
Overexpenditures *	0.00	0.00	0.00	0.00	0.00	0.00

* See Budget appropriation items so marked to the right of column "Expended 2016 Reserved."

#REF!

Explanation of Appropriations for "Other Expenses"

The amounts appropriated under the title of "Other Expenses" are for operating costs other than "Salaries & Wages". Some of the items included in "Other Expenses" are:

- Materials, supplies and non-bondable equipment;
- Repairs and maintenance of buildings, equipment, roads, etc.;
- Contractual services for garbage and trash removal, fire hydrant service, aid to volunteer fire companies, etc.;
- Printing and advertising, utility services, insurance and many other items essential to the services rendered by municipal government.

EXPLANATORY STATEMENT - (Continued)
BUDGET MESSAGE

Total General Appropriations for 2016	\$ 55,754,744.28		
Less Exceptions:			
Total Other Operations	\$ 1,554,810.00		
Total UCC	\$ -		
Interlocal Services Agreements	\$ 176,901.90		
Additional Appropriations	\$ -		
Public & Private Programs	\$ 1,202,963.37		
Total Capital Improvements	\$ 495,800.00		
Total Debt Service	\$ 5,591,406.00		
Deferred Charges	\$ 222,000.00		
RUT	\$ 2,018,563.81		
Total Exceptions	\$ 11,262,445.08		
Amount on which CAP is Applied	\$ 44,492,299.20		
Add:			
2015 "Cap" Bank	\$ 232,478.74		
2016 "Cap" Bank	\$ 1,489,243.44		
3.5% "Cap"	\$ 1,557,230.47		
Assessor's certified Add New Construction	\$ 98,845.36		
Allowable Operating Appropriations In "Caps"	\$ 47,870,097.21		
TOT Appropriations 2017 Budget Approx	\$ 45,230,272.34		
(Under) Over	\$ (2,639,824.87)		

NOTE:

- MANDATORY MINIMUM BUDGET MESSAGE MUST INCLUDE A SUMMARY OF:**
1. HOW THE 1977 "CAP" WAS CALCULATED. (Explain in words what the "CAPS" mean and show the figures.)
 2. 2010 "CAP" LEVY CAP WORKBOOK SUMMARY
 3. A SUMMARY BY FUNCTION OF THE APPROPRIATIONS THAT ARE SPREAD AMONG MORE THAN ONE OFFICIAL LINE ITEM (e.g. If Police SA&W appears in the regular section and also under "Operations Excluded from "CAPS" section, combine the

Sheet 3b [a.k.a. Sheet3b(1)]

City Of Long Branch [Code 1325], Monmouth County - 2017 Budget

Prior Year Amount to be Raised by Taxation	\$ 37,183,112.01		
Less Prior Recycling Tax	\$ (44,000.00)		
Net Prior Year Tax Levy for Municipal Purposes for Cap Calculation	\$ 37,139,112.01		
Plus: 2% CAP Increase	\$ 742,782.24		
Adjusted Tax Levy	\$ 37,881,894.25		
Exclusions:			
Recycling Tax Appropriation	\$ 44,000.00		
Allowable Pension Obligations Increase	\$ 80,813.00		
Allowable Capital Impr. Increase	\$ 369,200.00		
Allowable Health Insurance Cost Increase	\$ 16,803.00		
Add Total Exclusions	\$ 510,816.00		
Less Cancelled Exclusions	\$ (3,476.00)		
Adjusted Tax Levy After Exclusions	\$ 38,389,234.25		
Additions:			
New Ratables - Increase in Valuations	\$ 11,909,200.00		
Prior Year Municipal Purpose Tax	\$ 0.83		
New Ratable Adjustment to Levy	\$ 98,846.36		
2014 Cap Bank Utilized in 2017	\$ 522,772.00		
Maximum Allowable Amount to be Raised by Taxation	\$ 39,010,852.61		
Amount to be Raised by Taxation for Municipal Purposes	\$ 37,705,884.00		
Amount to be Raised by Taxation (Under)/Over CAP	\$ 1,304,968.61		
Employee Group Health Insurance			
Total Anticipated Cost	\$ 5,103,849.42		
Less: Employee Contributions	\$ (500,000.00)		
Employer Health Insurance cost	\$ 4,603,849.42		
2017 Budget Appropriation			
Inside "CAP"	\$ 4,604,000.00		
Outside "CAP"	\$ -		
Total Employee Group Health Plans	\$ 4,604,000.00		

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES

3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:	FCOA	Anticipated		Realized in Cash in 2016
		2017	2016	
Public Health Priority Funding - 1987	xxxxxx 10-785	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
N.J. Transportation Trust Fund Authority Act	10-865			
Recycling Tonnage Grant	10-701		44,026.65	44,026.65
Drunk Driving Enforcement Fund	10-745			
Clean Communities Program	10-770	74,620.41		
Alcohol Education and Rehabilitation Fund	10-702			
Municipal Alliance on Alcoholism and Drug Abuse	10-703			
Safe and Secure Communities Program - P.L. 1994, Chapter 220	10-704	60,000.00	60,000.00	60,000.00
2016 Body Works Cameras	10-705	15,000.00		
Handicapped Recreation Opportunities Grant	10-706			
Green Acres Grant Manahasset Park	10-707		312,000.00	312,000.00
Monmouth County Grant				
Office on Aging				
Senior Citizen Program	10-805	25,000.00	25,500.00	25,500.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES

3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations (continued):	FCOA	Anticipated		Realized in Cash in 2016
		2017	2016	
[Extra Sheet]	xxxxxx	xxxxxxxxxx.xx	xxxxxxxxxx.xx	xxxxxxxxxx.xx
County of Monmouth:				
Emergency Management Performance Grant	10-810		5,000.00	5,000.00
Recycling Stimulus Grant			10,000.00	10,000.00
U. S. Department of Justice				
Edward Byrne Memorial Justice Assistance Grant	10-807		10,930.00	10,930.00
U. S. Department of Justice				
Office of Community Oriented Policing Services				
COPS Hiring Program	10-808	145,319.81	208,333.34	208,333.34
FEMA HMGP				
Flood Control Project	10-806	212,030.00		
Statewide Insurance Fund				
SIF Risk Control Grant				

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES

	FCOA	Anticipated		Realized in Cash in 2016
		2017	2016	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations (continued):				
	xxxxxx	xxxxxxxxxx.xx	xxxxxxxxxx.xx	xxxxxxxxxx.xx
State of New Jersey Urban Enterprise Authority				
Marketing & Business Development	19-707	32,500.00	58,500.00	58,500.00
Security (Policing)		5,000.00	69,500.00	69,500.00
Shuttle Project (Summer)	19-710			
Administration		13,000.00	53,500.00	53,500.00
Shuttle Project (Year Round)	19-708	47,000.00	58,000.00	58,000.00
	19-706			
State of New Jersey				
Body Armor Replacement Fund Program			7,824.89	7,824.89
U. S. Department of Justice				
Body Armor Replacement Program	10-809	7,637.68	6,315.49	6,315.49
Total Section F: Special Item of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	xxxxxx 10-001	xxxxxxxxxx.xx 637,107.90	xxxxxxxxxx.xx 929,430.37	xxxxxxxxxx.xx 929,430.37

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized in Cash in 2016
		2017	2016	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items:				
Utility Operating Surplus of Prior Year	08-116	51,586.00	66,138.50	51,586.78
Uniform Fire Safety Act	08-106			
Reserve for Premium on Bond Sale (General Capital Reserve)	08-117	233,579.92		
Reserve for Sale of Assets (to Offset Debt Service)	08-117			
State of New Jersey				
Municipal Occupancy Tax (Hotel / Motel)	08-119	400,000.00	365,000.00	460,874.70
Federal Emergency Management Funds to offset Debt Service	10-802	0.00	900,000.00	900,000.00
Reserve for Payment of Debt Service	10-803	1,500,000.00	1,000,000.00	1,000,000.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES

SUMMARY OF REVENUES	FCOA	Anticipated		Realized in Cash in 2016
		2017	2016	
1. Surplus Anticipated (Sheet 4, #1)	xxxxxx	xxxxxxxxxx.xx	xxxxxxxxxx.xx	xxxxxxxxxx.xx
08-101		2,900,000.00	2,900,000.00	2,900,000.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services (Sheet 4, #2)	08-102	0.00	0.00	0.00
3. Miscellaneous Revenues:	xxxxxx	xxxxxxxxxx.xx	xxxxxxxxxx.xx	xxxxxxxxxx.xx
Total Section A: Local Revenues	08-001	4,458,224.23	4,319,310.11	5,762,453.69
Total Section B: State Aid Without Offsetting Appropriations	09-001	4,288,133.00	4,288,133.00	4,288,133.00
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	700,000.00	780,241.00	701,821.75
Total Section D: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Service-Shared Services Agreements	11-001	66,300.00	65,000.00	65,000.00
Total Section E: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Additional Revenues Offset with Appropriations	08-003	0.00	0.00	0.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations	10-001	637,107.90	929,430.37	929,430.37
Total Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	08-004	2,185,165.92	2,331,138.50	2,412,461.48
Total Miscellaneous Revenues	13-099	12,334,931.05	12,713,252.98	14,159,300.29
4. Receipts from Delinquent Taxes	15-499	1,435,000.00	1,650,000.00	2,018,452.56
5. Subtotal General Revenues (Items 1,2,3 and 4)	13-199	16,669,931.05	17,263,252.98	19,077,752.85
6. Amount to be Raised by Taxes for Support of Municipal Budget:	xxxxxx			
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	07-190	37,705,884.00	37,183,112.01	xxxxxxx.xx
b) Addition to Local District School Tax	07-191	0.00		xxxxxxx.xx
c) Minimum Library Tax	07-192	1,585,307.00	1,510,809.29	1,510,809.29
Total Amount to be Raised by Taxes for Support of Municipal Budget	07-199	39,291,191.00	38,693,921.30	40,905,291.21
7. Total General Revenues	13-299	55,961,122.05	55,957,174.28	59,983,044.06

CURRENT FUND - APPROPRIATIONS

	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - within "CAPS"							
General Administration					...		...
Office of the Chief Executive - Mayor					...		...
Salaries & Wages	20-110-1	75,650.00	70,669.00		74,669.00	72,916.76	1,752.24
Other Expenses	20-110-2	8,300.00	8,300.00		8,300.00	6,785.93	1,514.07
				
Office of the Chief Administrator					...		...
Salaries & Wages	20-100-1	430,806.00	420,806.00		420,806.00	374,121.45	46,684.55
Other Expenses	20-100-2	13,320.00	13,320.00		14,696.00	14,645.86	50.14
Miscellaneous Other Expenses	20-100-2	8,860.00	8,860.00		7,460.00	1,904.69	5,555.31
Miscellaneous Other Expenses (Green Programs)	20-110-2	6,500.00	7,115.00		7,115.00	4,725.46	2,389.54
Miscellaneous Other Expenses - MIS	20-100-2	133,000.00	119,980.00		120,004.00	119,330.62	673.38
Miscellaneous Other Expense - Special Events	20-100-2	95,000.00	95,000.00		95,000.00	66,526.40	28,473.60
				
				
Division of Personnel					...		...
Salaries & Wages	20-105-1	129,600.00	124,000.00		124,000.00	119,161.57	4,838.43
Other Expenses	20-105-2	2,400.00	2,400.00		2,400.00	999.73	1,400.27
Central Switchboard					...		...
Salaries & Wages	20-100-1	52,200.00	51,200.00		51,200.00	49,219.81	1,980.19
				

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Office of Emergency Management							
Salaries & Wages	25-252-2	7,500.00	7,500.00		7,500.00	7,356.16	143.84
Other Expenses	25-252-2	43,164.00	43,164.00		43,164.00	43,156.86	7.14
Office of the City Council							
Salaries & Wages	20-110-1	17,500.00	17,500.00		17,500.00	17,163.50	336.50
Other Expenses	20-110-2	6,050.00	3,950.00		3,950.00	320.00	3,630.00
Office of the City Attorney							
Salaries & Wages (Prosecutor/ Asst. City Att)	25-275-1	30,000.00	30,000.00		30,000.00	29,425.15	574.85
Other Expenses	25-275-2	550,000.00	550,000.00		550,000.00	500,779.86	49,220.14
Misc Other Expenses(Labor Counsel)	20-105-2	125,000.00	100,000.00		140,000.00	128,781.98	11,218.02
Misc Other Expenses(Planning Bd. Attorney)	21-180-2	10,000.00	10,000.00		10,000.00	5,000.00	5,000.00
Misc Other Expenses(Zoning Bd. Attorney)	21-185-2	10,000.00	10,000.00		10,000.00	5,575.17	4,424.83
Misc Other Expenses(Prosecutor/Asst. City Att)	25-275-2	5,000.00	5,000.00		5,000.00		5,000.00
Misc. Other Expense (Retainer)	20-155-2	30,000.00	30,000.00		30,000.00	30,000.00	
Office of the City Clerk							
Salaries & Wages	20-120-1	211,000.00	196,000.00		196,000.00	187,065.71	8,934.29
Other Expenses	20-120-2	29,905.00	27,375.00		27,375.00	17,962.16	9,412.84
Misc. Other Expenses	20-120-2	51,680.00	49,680.00		49,680.00	33,770.24	15,909.76

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	(A) Operations - within "CAPS" - (cont'd)	FCOA	Appropriated				Expended 2016	
			for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Department of Health								
Office of the Director								
Salaries & Wages	27-330-1	448,000.00	470,000.00		420,000.00	383,600.48	36,399.52	...
Other Expenses	27-330-2	49,552.00	49,552.00		49,552.00	43,415.61	6,136.39	...
Miscellaneous Other Expenses (Contractual)	27-330-2				...			...
Bloodborne Pathogen Immunization	27-330-2	1,700.00	1,700.00		1,700.00	364.00	1,336.00	...
Animal Control Subsidy (to Trust)	27-340-2	260,000.00	260,000.00		260,000.00	200,000.00	60,000.00	...
Public Health Consortium	27-330-2	8,990.00	50,000.00		55,000.00	55,000.00		...
Bureau of Welfare					...			...
Miscellaneous Other Expenses (Relocation)	27-345-2	9,000.00	9,000.00		...			...
Department of Recreation					...			...
Office of the Director					...			...
Salaries & Wages	28-370-1	369,000.00	360,000.00		370,000.00	360,132.43	9,867.57	...
Other Expenses	28-370-2	20,807.00	27,775.00		27,775.00	8,443.78	19,331.22	...
Miscellaneous Other Expenses	28-370-2	15,410.00	15,410.00		15,410.00	12,549.74	2,860.26	...
Miscellaneous Other Expenses (A. Bucky James)	28-370-2				...			...
Bureau of Recreation					...			...
Salaries & Wages	28-370-1	78,624.00	78,624.00		78,624.00	57,419.41	21,204.59	...
Other Expenses	28-370-2	42,035.00	42,035.00		42,035.00	40,085.84	1,949.16	...
Miscellaneous Other Expenses (Celebrations)	28-370-2	35,150.00	32,150.00		32,150.00	11,946.43	20,203.57	...

[Extra Sheet]

Sheet 15e

City Of Long Branch [Code 1325], Monmouth County - 2017 Budget

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS

(A) Operations - within "CAPS" - (cont'd)	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Bureau of Conservation (Beaches)							
Salaries & Wages	28-380-1	723,000.00	728,000.00		715,100.00	713,434.55	1,665.45
Other Expenses	28-380-2	128,805.12	135,805.00		135,805.00	135,732.63	72.37
Office of Senior Citizen Activities					...		...
Salaries & Wages	28-370-1	77,000.00	77,000.00		77,000.00	20,284.16	56,715.84
Other Expenses	28-370-2	24,200.00	22,700.00		22,700.00	22,255.01	444.99
Environmental Commission					...		...
Other Expenses	20-100-2	450.00	450.00		450.00	410.00	40.00
Miscellaneous - Other Expenses (Matching Funds)	20-100-2	4,000.00	4,000.00		4,000.00		4,000.00
Office of Cable Television Commission					...		...
Other Expenses	20-100-2	23,600.00	23,600.00		23,600.00	22,635.00	965.00
Urban Enterprise Zone					...		...
Salaries & Wages	20-170-1	30,000.00	30,000.00		30,000.00	30,000.00	...
Other Expenses	20-170-2	3,280.00	3,280.00		3,280.00	774.21	2,505.79
Long Branch Arts Council					...		...
Other Expenses	20-100-2	21,000.00	21,000.00		21,000.00	4,834.00	16,166.00
Long Branch Parking Authority					...		...
Other Expense	20-135-2	2,500.00	2,500.00		2,500.00		2,500.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS

(A) Operations - within "CAPS" - (cont'd)	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Statutory & Other Agencies					...		...
Planning Board					...		...
Other Expenses	21-180-2	7,335.00	7,335.00		7,335.00	4,444.00	2,891.00
Misc. Other Expense (Retainer)	21-180-2	6,000.00	6,000.00		6,000.00	6,000.00	...
Zoning Board of Adjustment					...		...
Other Expenses	21-185-2	6,435.00	6,435.00		6,435.00	2,020.00	4,415.00
Misc. Other Expense (Retainer)	21-185-2	12,000.00	12,000.00		12,000.00	7,000.00	5,000.00
Department of Building & Development					...		...
Office of the Director					...		...
Salaries & Wages	22-200-1	138,000.00	135,352.88		135,352.88	134,494.45	858.43
Other Expenses	22-200-2	7,380.00	7,380.00		7,380.00	7,200.00	180.00
Miscellaneous Other Expenses (Demolition)	22-200-2	60,000.00	60,000.00		...		...
Office of the Construction Official					...		...
Salaries & Wages	22-195-1	505,000.00	491,600.00		491,600.00	427,041.52	64,558.48
Other Expenses	22-195-2	23,546.00	23,296.00		23,296.00	20,360.02	2,935.98
Miscellaneous Other Expenses	22-195-2	171,700.00	171,700.00		171,700.00	144,878.31	26,821.69

[Extra Sheet] Sheet 15g

City Of Long Branch [Code 1325], Monmouth County - 2017 Budget

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS

(A) Operations - within "CAPS" - (cont'd)	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Office of Planning					...		...
Salaries & Wages	21-180-1	305,500.00	299,500.00		299,500.00	299,308.62	191.38
Other Expenses	21-180-2	8,640.00	8,640.00		8,640.00	7,135.29	1,504.71
Miscellaneous Other Expenses (Redevelopment)	21-180-2	220,000.00	220,000.00		240,000.00	230,305.89	9,694.11
Miscellaneous Other Expenses (Master Plan)	21-180-2				...		...
Office of the Tax Assessor					...		...
Salaries & Wages	20-150-1	264,500.00	201,000.00		201,000.00	189,925.69	11,074.31
Other Expenses	20-150-2	7,580.00	7,080.00		7,080.00	5,019.22	2,060.78
Miscellaneous Other Expenses	20-150-2	69,692.00	69,709.00		69,709.00	48,220.18	21,488.82
Miscellaneous Other Expenses (Revaluation)	20-150-2				...		...
Municipal Court					...		...
Salaries & Wages	43-490-1	429,000.00	420,000.00		420,000.00	379,588.87	40,411.13
Other Expenses	43-490-2	183,759.00	167,041.00		167,041.00	158,908.78	8,132.22
Municipal Public Defender					...		...
Salaries & Wages	43-495-1	22,000.00	22,000.00		22,000.00	7,477.59	14,522.41
Salary Adjustments					...		...
Salaries & Wages	21-180-1	200,000.00			...		...

[Extra Sheet] Sheet 15h

City Of Long Branch [Code 1325], Monmouth County - 2017 Budget

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS

(A) Operations - within "CAPS" - (continued)

	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
UNCLASSIFIED:	xxxxxx	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX
Utilities:							
Electricity	31-430-2	225,000.00	225,000.00		261,000.00	251,479.23	9,520.77
Telephone	31-440-2	175,000.00	190,000.00		190,000.00	144,384.43	45,615.57
Natural Gas	31-446-2	90,000.00	92,000.00		92,000.00	68,667.24	23,332.76
Street Lighting	31-435-2	450,000.00	450,000.00		450,000.00	427,660.76	22,339.24
Fire Hydrant Service	25-265-2	206,000.00	201,000.00		206,000.00	205,881.50	118.50
Water	31-445-2	68,000.00	48,000.00		68,000.00	63,416.95	4,583.05
Other (specify)					...		
Sewer	31-455-2	13,000.00	13,000.00		13,000.00	6,707.07	6,292.93
Diesel Fuel	31-460-2	255,000.00	255,000.00		167,000.00	149,914.87	17,085.13
Gasoline	31-460-2	250,000.00	300,000.00		240,000.00	202,214.99	37,785.01
					...		
Accumulated Leave Compensation	30-415				...		
Salaries and Wages	30-415-1	200,000.00	600,000.00		600,000.00	600,000.00	0.00
Total Operations (Item 8(A)) within "CAPS"	34-199	39,860,457.34	39,335,165.20	0.00	39,112,165.20	37,010,660.95	2,101,504.25
B. Contingent	35-470				...		
Total Operations Including Contingent within "CAPS"	34-201	39,860,457.34	39,335,165.20	0.00	39,112,165.20	37,010,660.95	2,101,504.25
Detail:							
Salaries & Wages	34-201-1	24,684,830.00	24,341,982.20	0.00	24,370,082.20	23,280,134.88	1,089,947.32
Other Expenses (Including Contingent)	34-201-2	15,175,627.34	14,993,183.00	0.00	14,742,083.00	13,730,526.07	1,011,556.93

CURRENT FUND APPROPRIATIONS

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8. GENERAL APPROPRIATIONS	(A) Operations - Excluded from "CAPS"	FCOA	Appropriated				Expended 2016	
			for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues (cont	xxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
County of Monmouth:								
Emergency Management Performance	25-			5,000.00		5,000.00	5,000.00	0.00
Recycling Stimulus Grant	26-			10,000.00		10,000.00	10,000.00	0.00
FEMA HMGF								
Flood Control Project	26		212,030.00					
Office of Justice Programs								
Edward Byrne Memorial Justice Assistance	25-805-2			10,930.00		10,930.00	10,930.00	0.00
2016 Body Works Camera	25-709-2		15,000.00					
State of New Jersey								
Division of Criminal Justice								
Body Armor Replacement	25-709-2			7,824.89		7,824.89	7,824.89	0.00
State of New Jersey								
Department of Environmental Protection								
Clean Communities Grant	26-770-2		74,620.41					

CURRENT FUND APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS" (continued)							
Public and Private Programs Offset by Revenues (continued)	xxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
U. S. Department of Justice							
Bulleproof Vest Partnership	25-809-2	7,637.68	6,315.49		6,315.49	6,315.49	0.00
U. S. Department of Justice							
Office of Community Oriented Policing							
COPS Hiring Program							
Federal Share	25-	145,319.81	208,333.34		208,333.34	208,333.34	0.00
Local Share	25-		254,478.00		254,478.00	254,478.00	0.00
Green Acres Grant							
Manahasset Creek Park	44-		312,000.00		312,000.00	312,000.00	0.00
Total Public and Private Programs Offset by Revenue	40-999	858,592.90	1,405,393.37	0.00	1,405,393.37	1,405,393.37	0.00
Total Operations - Excluded from "CAPS"	34-305	2,682,775.90	3,137,105.27	0.00	3,137,105.27	2,823,221.83	313,883.44
Detail:							
Salaries & Wages	34-305-1	51,000.00	50,000.00	0.00	50,000.00	42,631.47	7,368.53
Other Expenses	34-305-2	2,631,775.90	3,087,105.27	0.00	3,087,105.27	2,780,590.36	306,514.91

CURRENT FUND APPROPRIATIONS

8. GENERAL APPROPRIATIONS (D) Municipal Debt Service - Excluded from "CAPS"	FCOA	Appropriated			Expended 2016		
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Payment of Bond Principal	45-920	3,145,000.00	2,990,000.00		2,990,000.00	2,990,000.00	XXXXXXXXXXXX
Payment of Bond Antic. Notes and Capital Notes	45-925	168,100.00	61,000.00		61,000.00	61,000.00	XXXXXXXXXXXX
Interest on Bonds	45-930	1,221,290.00	1,338,793.00		1,338,793.00	1,338,792.51	XXXXXXXXXXXX
Interest on Notes	45-935	369,900.00	68,800.00		68,800.00	68,800.00	XXXXXXXXXXXX
Green Trust Loan Program:	xxxxxx	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Loan Repayments for Principal and Interest	45-940	120,220.00	120,217.00		120,217.00	120,216.88	XXXXXXXXXXXX
State of New Jersey, Department of Community Affairs, Unsafe Housing Demolition Grant Repayment (Prin. /	45-802-2				...		XXXXXXXXXXXX
Interest on Tax Anticipation Notes	45-802-2				...		XXXXXXXXXXXX
Payment of Special Emergency Note Principal (Sandy	45-802-2		1,000,000.00		1,223,000.00	1,223,000.00	XXXXXXXXXXXX
Payment of Special Emergency Note Principal (Reval)	45-802-2				...		XXXXXXXXXXXX
Interest on Special Emergency Notes	45-802-2		12,596.00		12,596.00	12,596.00	XXXXXXXXXXXX
Capital Lease Obligations Approved Prior to 7/1/2007					...		XXXXXXXXXXXX
Principal	45-941				...		XXXXXXXXXXXX
Interest	45-941				...		XXXXXXXXXXXX
Capital Lease Obligations Approved After 7/1/2007					...		XXXXXXXXXXXX
Principal	45-941				...		XXXXXXXXXXXX
Interest	45-941				...		XXXXXXXXXXXX
Total Municipal Debt Service - Excluded from "CAPS"	45-999	5,024,510.00	5,591,406.00	0.00	5,814,406.00	5,814,405.39	XXXXXXXXXXXX

CURRENT FUND APPROPRIATIONS

	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
For Local District School Purposes - Excluded from "CAPS"	xxxxxx	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX
(I) Type 1 District School Debt Service	xxxxxx	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX
Payment of Bond Principal	48-920				...		XXXXXXXXXX.XX
Payment of Bond Anticipation Notes	48-925				...		XXXXXXXXXX.XX
Interest on Bonds	48-930				...		XXXXXXXXXX.XX
Interest on Notes	48-935				...		XXXXXXXXXX.XX
Total of Type 1 District School Debt Service - Excluded from "CAPS"	48-999	0.00	0.00	0.00	0.00	0.00	XXXXXXXXXX.XX
(J) Deferred Charges and Statutory Expenditures - Local School - Excluded from "CAPS"	xxxxxx	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX	XXXXXXXXXX.XX
Emergency Authorizations - Schools	29-406			XXXXXXXXXX.XX	0.00		XXXXXXXXXX.XX
Capital Project for Land, Building or Equipment	29-407				0.00		XXXXXXXXXX.XX
N.J.S. 18A:22-20							
Total of Deferred Charges and Statutory Expen- ditures-Local School - Excluded from "CAPS"	29-409	0.00	0.00	0.00	0.00	0.00	XXXXXXXXXX.XX
(K) Total Municipal Appropriations for Local District School Purposes (Item (I) and (J)) - Excluded from "CAPS"	29-410	0.00	0.00	0.00	0.00	0.00	XXXXXXXXXX.XX
(O) Total General Appropriations - Excluded from "CAPS"	34-399	8,712,285.90	9,446,311.27	0.00	9,669,311.27	9,351,952.22	317,358.44
(L) Subtotal General Appropriations {Items (H-1) and (O)}	34-400	53,942,558.24	53,938,610.47	0.00	53,938,610.47	51,353,073.22	2,585,536.64
(M) Reserve for Uncollected Taxes	50-899	2,018,563.81	2,018,563.81	XXXXXXXXXX.XX	2,018,563.81	2,018,563.81	XXXXXXXXXX.XX
9. Total General Appropriations	34-499	55,961,122.05	55,957,174.28	0.00	55,957,174.28	53,371,637.03	2,585,536.64

CURRENT FUND APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2016	
		for 2017	for 2016	for 2016 By Emergency Appropriation	Total for 2016 As Modified By All Transfers	Paid or Charged	Reserved
Summary of Appropriations							
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	34-299	45,230,272.34	44,492,299.20	0.00	44,269,299.20	42,001,121.00	2,268,178.20
	xxxxxx			xxxxxxxxxxx			xxxxxxxxxxx
(A) Operations - Excluded from "CAPS"	xxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Other Operations	34-300	1,629,307.00	1,554,810.00	0.00	1,554,810.00	1,248,295.09	306,514.91
Uniform Construction Code	22-999	0.00	0.00	0.00	0.00	0.00	0.00
Shared Service Agreements	42-999	194,876.00	176,901.90	0.00	176,901.90	169,533.37	7,368.53
Additional Appropriations Offset by Revs.	34-303	0.00	0.00	0.00	0.00	0.00	0.00
Public & Private Progs Offset by Revs.	40-999	858,592.90	1,405,393.37	0.00	1,405,393.37	1,405,393.37	0.00
Total Operations - Excluded from "CAPS"	34-305	2,682,775.90	3,137,105.27	0.00	3,137,105.27	2,823,221.83	313,883.44
(C) Capital Improvements	44-999	865,000.00	495,800.00	0.00	495,800.00	492,325.00	3,475.00
(D) Municipal Debt Service	45-999	5,024,510.00	5,591,406.00	0.00	5,814,406.00	5,814,405.39	xxxxxxxxxxx
(E) Total Deferred Charges (Sheets 28 only)	46-999	140,000.00	222,000.00	xxxxxxxxxxx	222,000.00	222,000.00	xxxxxxxxxxx
(F) Judgements	37-480	0.00	0.00	0.00	0.00	0.00	0.00
(G) Cash Deficit	46-885	0.00	0.00	xxxxxxxxxxx	0.00	0.00	xxxxxxxxxxx
(K) Local District School Purposes	29-410	0.00	0.00	0.00	0.00	0.00	xxxxxxxxxxx
(N) Transferred to Board of Education	29-405	0.00	0.00	xxxxxxxxxxx	0.00	0.00	xxxxxxxxxxx
(M) Reserve for Uncollected Taxes	50-899	2,018,563.81	2,018,563.81	xxxxxxxxxxx	2,018,563.81	2,018,563.81	xxxxxxxxxxx
Total General Appropriations	34-499	55,961,122.05	55,957,174.28	0.00	55,957,174.28	53,371,637.03	2,585,536.64

APPENDIX TO BUDGET STATEMENTS

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND CHANGE IN CURRENT SURPLUS

CURRENT FUND BALANCE SHEET - DECEMBER 31, 2016

ASSETS

Cash and Investments	1110100	16,361,970.32
Due from State of N.J. (c. 20, P.L. 1971)	1111000	1,257.92
Federal and State Grants Receivable	1110200	3,967,457.34
Receivables with Offsetting Reserves:	xxxxxxx	XXXXXXXXXX.XX
Taxes Receivable	1110300	1,349,711.36
Tax Title Liens Receivable	1110400	85,597.26
Property Acquired by Tax Title Lien		
Liquidation	1110500	6,269,600.00
Other Receivables	1110600	0.00
Deferred Charges Required to be in 2017 Budget	1110700	140,000.00
Deferred Charges Required to be in Budgets Subsequent to 2017	1110800	140,000.00
Total Assets	1110900	28,315,594.20

LIABILITIES, RESERVES AND SURPLUS

Cash Liabilities	2110100	5,890,077.10
Reserves for Receivables	2110200	12,031,627.87
Surplus	2110300	10,393,889.23
Total Liabilities, Reserves and Surplus		28,315,594.20

(Important: This appendix must be included in advertisement of budget.)

		YEAR 2016	YEAR 2015
Surplus Balance, January 1st	2310100	8,968,001.97	7,435,296.81
CURRENT REVENUE ON A CASH BASIS			
Current Taxes	2310200	89,243,891.61	85,328,782.77
*Percentage collected: 2016 98.51 %, 2015 98.4 %)			
Delinquent Taxes	2310300	2,018,452.56	1,656,583.88
Other Revenues and Additions to Income	2310400	16,732,739.77	16,799,473.01
Total Funds	2310500	116,963,085.91	111,220,136.47
EXPENDITURES AND TAX REQUIREMENTS:			
Municipal Appropriations	2310600	53,938,609.86	52,488,594.21
School Taxes (Including Local and Regional)	2310700	39,264,076.00	37,016,191.00
County Taxes (Including Added Tax Amounts)	2310800	12,603,897.50	12,532,161.31
Special District Taxes	2310900	0.00	
Other Expenditures and Deductions from Income	2311000	762,613.32	297,187.98
Total Expenditures and Tax Requirements	2311100	106,569,196.68	102,334,134.50
Less: Expenditures to be Raised by Future Taxes	2311200	0.00	82,000.00
Total Adjusted Expenditures and Tax Requirements	2311300	106,569,196.68	102,252,134.50
Surplus Balance - December 31st	2311400	10,393,889.23	8,968,001.97

* Nearest even percent may be used

Proposed Use of Current Fund Surplus in 2017 Budget

Surplus Balance December 31, 2016	2311500	10,393,889.23
Current Surplus Anticipated In 2017 Budget	2311600	2,900,000.00
Surplus Balance Remaining	2311700	7,493,889.23

2017
CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to N.J.A.C. 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

- A plan for all capital expenditures for the current fiscal year.
If no Capital Budget is included, check the reason why:

- Total capital expenditures this year do not exceed \$25,000, including appropriations for Capital Improvement Fund, Capital Line Items and Down Payments on Improvements.
- No bond ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

- A multi-year list of planned capital projects, including the current year.
Check appropriate box for number of years covered, including current year:

- 3 years. (Population under 10,000)
- 6 years. (Over 10,000 and all county governments)
- _____ years. (Exceeding minimum time period)

Check if municipality is under 10,000, has not expended more than \$25,000 annually for capital purposes in immediately previous three years, and is not adopting CIP.

NARRATIVE FOR CAPITAL IMPROVEMENT PROGRAM

--

Local Unit: **CITY OF LONG BRANCH (CODE 1325).1**
MUNICIPAL OPEN SPACE, RECREATIONAL, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	FCOA	Anticipated		Realized in Cash in 2016	APPROPRIATIONS	FCOA	Appropriated		Expended 2016	
		2017	2016				for 2017	for 2016	Paid or Charged	Reserved
Amount To Be Raised By Taxation	54-190				Development of Lands for Recreation and Conservation:		XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX
					Salaries & Wages	54-385-1				
Interest Income	54-113				Other Expenses	54-385-2				
					Maintenance of Lands for Recreation and Conservation:		XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX
Reserve Funds:					Salaries & Wages	54-375-1				
					Other Expenses	54-375-2				
					Historic Preservation:		XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX
					Salaries & Wages	54-176-1				
					Other Expenses	54-176-2				
					Acquisition of Lands for and Conservation	54-915-2				
					Acquisition of Farmland	54-816-2				
					Down Payments on Improvement	54-906-2		XXXXXXXX.XX		
					Debt Service:		XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX	XXXXXXXX.XX
					Payment of Bond Principal	54-920-2				
					Payment of Bond Anticipation Notes and Capital Notes	54-925-2				
					Interest on Bonds	54-930-2				
					Interest on Notes	54-935-2				
					Reserve for Future Use	54-950-2				
					Total Trust Fund Appropriations:	54-499	0.00	0.00	0.00	0.00

Summary of Program

Year Referendum Passed / Implemented	MM/DD/YY	
Rate Assessed:	(Rate)	0.0000
Total Tax Collected to date	\$	0.00
Total Expended to date:	\$	0.00
Total Acreage Preserved to date	(Acres)	0.000
Recreation land preserved in 2016:	(Acres)	0.000
Farmland preserved in 2016:	(Acres)	0.000

Annual List of Change Orders Approved
Pursuant to N.J.A.C. 5:30-11

Contracting Unit: City of Long Branch

Year Ending: December 31, 2016

The following is a complete list of all change orders which caused the originally awarded contract price to be exceeded by more than 20 percent. For regulatory details please consult N.J.A.C. 5:30-11.1 et seq. Please identify each change order by name of the project.

- 1.
- 2.
- 3.
- 4.

For each change order listed above, submit with introduced budget a copy of the governing body resolution authorizing the change order and an Affidavit of Publication for the newspaper notice required by N.J.A.C. 5:30-11.9(d). (Affidavit must include a copy of the newspaper notice.)

If you have not had a change order exceeding the 20 percent threshold for the year indicated above, please check here and certify below.

Date _____

Sheet 44

Clerk of the Governing Body _____

City Of Long Branch [Code 1325], Monmouth County - 2017 Budget

R 94-17

**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: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

State of New Jersey
County of Monmouth
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on March 28, 2017.

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 28th day of MARCH, 2017

Kathy L. Schmelz
Kathy L. Schmelz, City Clerk

Notice is hereby given that the following bills will be submitted for payment approval as of March 28, 2017. 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

Alexander Kelly	Cell Phone Allowance - January - March 2017	120.00	
Ansell, Grimm & Aaron	Professional Services - General Legal, Litigation, Redevlopment, Tax Appeals & Retainer - February 2017	20,665.26	Pmt. #2
AT&T	Telephone Service - Various Departments - Bills Dated 2/24 - 3/1/17	648.79	
Atlantic Plumbing Supply	Plumbing Materials - Public Works	38.49	
Auto Parts	Miscellaneous Auto Parts - Public Works	2,727.43	
Bally's Park Place Casino	Reservation for Public Works Conference - F. Migliaccio - Public Works	101.80	
Berger's Truck, Inc.	Miscellaneous Auto Parts - Public Works	1,605.44	
Bollinger Insurance	Bike Race Insurance Addition - Recreation	255.00	
Bristol-Donald Co., Inc.	Vehicle Parts & Supplies - Public Works	419.44	
Builder's General Supply Co.	Doors - Public Facilities	278.67	
Buller Lock & Safe Co., Inc.	Miscellaneous Keys, Locks & Handles - Various Departments	281.00	
Calderston Lighthouse, Inc.	Dark Fiber Lease - Administration - March 2017	1,500.00	Pmt. #3
Campbell Foundry Company	Drainage Materials - Street Construction & Maintenance	713.44	
Carl F. Jennings	Cell Phone Allowance - January - March 2017	120.00	
Central Pay- Bag Corp.	Poly Liner Bags - Community Development	7,934.50	
City of Long Branch Clearing Account	To Reimburse Clearing Account	109,447.91	
City of Long Branch Clearing Account	To Reimburse Clearing Account	473,151.80	
City of Long Branch Clearing Account	To Reimburse Clearing Account	87,626.56	
City of Long Branch Clearing Account	To Reimburse Clearing Account	907,265.94	
City of Long Branch Payroll Agency Account	Payroll Dated 3/10/17	870,978.19	
City of Long Branch Payroll Agency Account	Payroll Dated 3/10/17 - FICA/Medicare	36,287.75	
Complete Security Systems Inc.	State Health Benefits - March 2017	429,297.96	
Cooper Electric Supply Co.	Fire Alarm Monitoring & Inspection - Senior Center - 3/1/17 - 2/28/18	637.92	
County of Monmouth, Division of Highways	Electrical Materials - Various Departments	559.91	
2WA Local 1075	Snow Removal Materials - Street Construction & Maintenance	905.00	
Jenna Kawut	Dental & Vision Insurance - March 2017	5,000.00	
David Spaulding	Cell Phone Allowance - January - March 2017	120.00	
Dearborn National	Expense Reimbursement - Monthly E-mail Blasts - March 2017	15.00	
Edwards Tire Co, Inc.	Cell Phone Allowance - January - March 2017	1,264.00	
Eiseg North America	Life Insurance - March 2017	1,489.32	
Excel Communications, Inc.	Thres - Public Works	2,715.00	
Flac Automotive Supply	Warranty for License Plate Reader - Police	29.10	
Flac	Telephone Service - Various Departments - Bill Dated 2/17/17	1,711.87	
Flac & Safety Services Ltd.	Miscellaneous Vehicle Parts & Supplies - Various Departments	69.90	
Flac	Juice for Youth Pizza Party - Recreation	450.43	
Flac	Battery Indicator & Non-Warranty Service - Fire	3,607.00	
Flac	Tools & Equipment - Fire Prevention	569.65	
Flac	Monthly Legal Ads - City Clerk - February 2017	136.00	
Flac	Vehicle Parts & Repair - Public Works	100.00	
Flac	2017 Membership Dues - D. Spaulding - Purchasing		

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

Greenbaum, Rowe, Smith & Davis	Professional Services - General Redevelopment - February 2017	1,555.50	Pmt. #2
Greenbaum, Rowe, Smith & Davis	Professional Services - General Legal - February 2017	1,851.00	Pmt. #2
Holman, Prema, Allison, P.C.	Professional Services - Scott Kelly Litigation - February 2017	239.28	Pmt. #2
Home Depot Credit Services	Miscellaneous Tools, Materials & Supplies - Various Departments	15,000.00	Pmt. #1
Horizon Blue Cross Blue Shield	Dental Insurance - March 2017	1,040.78	
IACP	2017 Membership - J. Roebuck - Public Safety	12,719.69	
Innovative Data Solutions, Inc.	Annual Subscription 2017 - Police	150.00	
J. Harris Academy of Police Training	2017 NJ OPRA - Police - 3/27/17	4,243.50	
Jacob L. Jones	Cell Phone Allowance - January - March 2017	180.00	
JCP&L	Electric - Various Departments - Bills Dated 1/28 - 3/3/17	120.00	
Jersey Elevator Co, Inc.	Elevator Maintenance - February - March 2017	56,504.67	
John's Auto & Truck Repair	Towing Services - Public Works	364.48	
Joseph Fazzino - Wall, LLC	Snow Removal Equipment - Public Works	135.00	
JPMcGozo Municipal Consulting	2017 User Friendly Budget Webinar - Finance	66.44	
Keppel Water	Monthly Cooler Rental - Administration - February 2017	40.00	
Mazza & Sons, Inc.	Disposal Charge - Recycling/Solid Waste Disposal	10.00	
Meadowlands Transportation	Year Round Shuttle Service - February 2017	201.74	
MGL Printing Solutions	Office Supplies & Materials - Health	3,500.00	Pmt. #2
Mommouth County Police Academy	SLEO Academy - Police	143.00	
Monoprice, Inc.	Vehicle Parts & Supplies - Public Works	4,800.00	
Morton Salt	Computer Supplies - Administration	180.30	
Mr. John	Rock Salt - Street Construction & Maintenance	23.36	
New Jersey American Water Co.	Port-a-John Rental - Parks - February 2017	74,690.55	
NJ Environmental Health Association	Water - Various Departments - Bills Dated 1/25 - 3/8/17	65.50	
NJ State League of Municipalities	Conference Registration - S. Johnson - Health	20,537.54	
Party Fair	Seminar Registration - K. Schmelz, D. Talerico - City Clerk's Office	235.00	
Patrice R. Antonucci	Paper Goods/Decorations - Senior Affairs	215.00	
Plosta Cohen LLC	Reimbursement for CMFO Exam & License - Comptroller	270.74	
Proantage LLC	Professional Services - General Labor Matters - February 2017	100.00	
Quality Rebuilders	Computer Supplies - Various Departments	10,860.43	Pmt. #2
Renson	Vehicle Repairs - Public Works	517.50	
Riggins Incorporated	Renson Electrical Updates Registration - D. Wolcott - Public Works	700.00	
RJK Media	Unleaded Gasoline & Diesel Fuel	460.00	
RAFGB	Directing and Editing for "Community Connections" - Cable Commission - 2/21/17	20,011.04	
Saker's Shoes, Inc.	NJ E-Z Pass Fees - Public Works	500.00	
Salvatore Meriel	Food/Drinks for College Tour - Recreation	53.00	
Seaboard Welding Supply Inc.	Cell Phone Allowance - January - March 2017	219.85	
SGS Accutest Inc.	Welding Rods - Public Works	120.00	
Skip's Sports	Proposal for Environmental Analytical Services for Lake Takanassee Dredging - Administration	155.70	
Scott Tractor Company	Basketball T-Shirts for Youth League - Recreation	3,636.00	
CTA Membership Services	Lawn Mower Parts - Parks	968.75	
Teresa Giordano	2017 Membership Dues - P. Antonucci, M. Martin - Finance	350.20	
Timothy McGoughron	Cell Phone Allowance - January - March 2017	200.00	
Timothy McGoughron	Municipal Court Conflict Judge - March 2017	120.00	
Training Unlimited, LLC	Municipal Court Conflict Judge - July 2016	400.00	Pmt. #2
Trinity African Methodist Episcopal Church	Registration for Election Process - K. Schmelz, D. Talerico - City Clerk's Office	178.00	
Truck Pro, LLC	Full Page Ad for Journal - Mayor's Office	100.00	
United States Licensng Association	Repair Transmission - Public Works	4,747.75	
Vanage Point Real Estate Development Mgmt. LLC	USLA Certification Fee - Conservation	300.00	
	Professional Services - General Redevelopment - February 2017	1,808.75	Pmt. #2

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

Verizon
 Vision Service Plan
 W. B. Mason Co, Inc.
 W. W. Grainger Inc.
 Windstream

TOTAL CURRENT

City of Long Branch Clearing Account
 Greenbaum, Rowe, Smith & Davis
 P&A Construction
 Vantage Point Real Estate Development Mgmt. LLC

TOTAL CAPITAL

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
 Dearborn National
 Horizon Blue Cross Blue Shield
 Long Branch Animal Hospital
 Michael Kern
 Monmouth County SPCA
 NJ Department of Health & Senior Services
 Vision Service Plan

TOTAL ANIMAL CONTROL

IBC Supply Co. Inc.
 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
 City of Long Branch Payroll Agency Account
 Layton Block Co, Inc.
 Dearborn National
 Hammond M. Lumber Co.
 Home Depot Credit Services
 Horizon Blue Cross Blue Shield
 CP&L
 John's Auto & Truck Repair

Telephone Services - Various Departments - Bills Dated 2/1 - 3/5/17
 Vision Insurance - March 2017
 Office Supplies - Various Departments
 Miscellaneous Parts & Tools - Various Departments
 Telephone Service - Central - Bill Dated 3/4/17

To Reimburse Clearing Account
 Professional Services - Pier Design - February 2017
 Brighton Avenue Road Reconstruction - January - February 2017
 Professional Services - Pier Design - February 2017

To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll Dated 3/10/17
 Payroll Dated 3/10/17 - FICA/Medicare
 State Health Benefits - March 2017
 Life Insurance - March 2017
 Dental Insurance - March 2017
 Veterinary Services - January - February 2017
 Cell Phone Allowance - January - March 2017
 Animal Shelter Services - January - February 2017
 Animal Control License Fees - February 2017
 Vision Insurance - March 2017

Materials for Shed at Manahasset Park - Community Development
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll Dated 3/10/17
 Payroll Dated 3/10/17
 Payroll Dated 3/10/17 - FICA/Medicare
 State Health Benefits - March 2017
 Materials for Shed at Manahasset Park - Community Development
 Life Insurance - March 2017
 Lumber/Materials for Shed at Manahasset Park - Community Development
 Miscellaneous Tools, Materials & Supplies - Community Development
 Dental Insurance - March 2017
 Electric - Community Development - Bills Dated 1/28 - 3/1/17
 Towing Services - Community Development

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* 5,295.43
 * 1,047.80
 * 871.97
 * 138.46
 * 2,179.42

180,061.59
 2,244.00 Pmt. #2
 15,899.00 Pmt. #2
 14,469.80 Pmt. #2

212,674.39

6,980.67
 419.80
 5,946.56
 5,541.43
 405.13
 6,711.45
 11.01
 218.22
 1,496.00 Pmt. #1-2
 120.00
 2,775.00 Pmt. #1-2
 419.80
 39.99

31,085.06

668.56
 599.95
 6,946.43
 5,837.31
 5,415.92
 421.39
 988.43
 67.62
 7.34
 3,430.74
 258.52
 102.46
 228.67
 35.00

NJ Business Systems Inc.
 NJ State League of Municipalities
 Ralph Clayton
 Trolley Tours Inc
 Vision Service Plan

TOTAL HUD

Install Wireless WAN Infrastructure Project - Jerry Morgan Park
 Annual Conference Booth Exhibit - Community Development
 Concrete for Manahasset Park - Community Development
 College Tour - Community Development - April 9-14
 Vision Insurance - March 2017

69,886.00
 1,500.00
 552.00
 5,600.00
 19.53

102,566.87

Ansell, Grimm & Aaron
 AT&T
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Dearborn National
 Fine Fare
 FWD/SL & Associates LP
 Gha Group, LLC
 Greenbaum, Rowe, Smith & Davis
 Horizon Blue Cross Blue Shield
 I.W.M. Builder & Consultant LLC
 Level G Associates, LLC
 Long Branch Chamber of Commerce
 McLennan, Scotland & Baumann LLC
 Monmouth Wire Computer Recycling
 WTAG Cust Frg Cap Inv NJ13 LLC
 Lyrstone Capital Assets, LLC
 Ivyr Cust for Ehury Fund INV LLC
 JS Bank Cust PC 4 Firsttrust Bk
 JSB Cust PC6 Sterling National
 /antage Point Real Estate Development Mgmt. LLC
 /antage Point Real Estate Development Mgmt. LLC
 /erizon
 Vision Service Plan

Professional Services - Pier Village Phase III - February 2017
 Telephone Service - UEZ/CDBG - Bill Dated 2/24 & 2/28/17
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 Payroll Dated 3/10/17
 Payroll Dated 3/10/17
 State Health Benefits - March 2017
 Life Insurance - March 2017
 Gift Cards for Walking Club Participants - Recreation
 Tax Sale Premiums
 Tax Sale Premiums
 Professional Services - Beer Garden/2nd Ave. Warehouse - February 2017
 Professional Services - Black Ridge Realty - February 2017
 Professional Services - DRA Long Branch Farmers - February 2017
 Professional Services - Pax Construction - February 2017
 Professional Services - Pier Village III - February 2017
 Professional Services - Urigo/Avery Redevelopment - February 2017
 Dental Insurance - March 2017
 RCA Home Improvements - Mertens - Community Development
 Reimbursement for Electrical Services - December 2016
 Reimbursement for Electrical Services - Community Development - 8/31/16 - 12/30/16
 Professional Services - Pier Village RAB Financing - January 2017
 Computer & Electronic Scrap - February 2017
 Tax Sale Premiums
 Professional Services - Avery/Urigo Redevelopment - February 2017
 Professional Services - Black Ridge Realty (Reich Escrow) - February 2017
 Telephone Services - Community Development - Bills Dated 2/1 - 3/5/17
 Vision Insurance - March 2017

* 150.00 Pmt. #8
 * 15.05
 * 1,384.40
 * 377,062.52
 * 62,450.55
 * 15,862.94
 * 15,534.15
 * 328.79
 * 2,757.73
 * 3.67
 * 150.00
 * 7,300.00
 * 3,200.00
 * 75.00 Pmt. #6
 * 112.50 Pmt. #6
 * 1,837.50 Pmt. #1
 * 1,125.00 Pmt. #7
 * 3,375.00 Pmt. #8
 * 3,600.00 Pmt. #8
 * 72.74
 * 11,870.00
 * 490.00
 * 547.66
 * 1,332.50 Pmt. #12
 * 1,500.00
 * 409,500.00
 * 4,700.00
 * 5,000.00
 * 900.00
 * 7,600.00
 * 1,422.50 Pmt. #8
 * 583.75 Pmt. #2
 * 242.47
 * 13.33

942,099.75

TOTAL TRUST OTHER

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Joseph Fazio - Wall, LLC
 Konica Minolta Business Solutions USA Inc.
 Lawmen Supply Co. of NJ
 Lisa Gail
 Long Branch Housing Authority
 Lowe's Credit Services
 Mary Moss
 Maer Consulting
 Maer Consulting
 Meadowlands Transportation
 MGL Printing Solutions
 Monmouth Hose & Hydraulics
 Monmouth University
 Monoprice, Inc.
 MSSSL, Inc.
 NEC Corp. of America
 New Jersey American Water Co.
 New Jersey Law Journal
 New Jersey Natural Gas
 New Jersey Turfgrass
 New Wave Gear
 NJMMA c/o Alan Zalkind
 Paradigm Title Group
 Positive Promotions
 Praetorian Group Inc.
 Proantage LLC
 Public Agency Training Council
 P/VANJ
 Raphael Gomes
 Red the Uniform Tailor
 Republic Services of NJ, LLC
 Riggins Incorporated
 Robert & Beth Brown
 Rutgers
 SafeKite Fulfillment, Inc.
 Saker's Shoprites, Inc.
 Seaboard Welding Supply Inc.
 Shop Rite
 Slicks Market
 Specialty Graphics
 Stewart & Stevenson Power Prod
 Supplies Master Inc.
 TG-NJ LLC
 The Grand Fallons
 The Green Leaf
 The Han Corp
 The Hungry Puppy
 Training Unlimited, LLC
 Ytus, Inc.
 Zip-tie Fasteners Inc.
 Arizona

Snow Removal Equipment - Public Works
 Copier Agreement - Various Departments - January 2017
 Valero Panels - Police
 Canera Operator - Cable Commission - February
 Rent - Dept. of Recreation - March 2017
 Supplies & Tools - Various Departments
 Mileage & Expense Reimbursement - M. Moss - City Clerk's Office - February
 Professional Services - Pedestrian Crossing Investigation - January 2017
 Year Round Shuttle Service - January 2017
 Cat Tags License - Health
 Snow Plow Cylinders - Public Works
 TV Studio Rental - Cable Commission - 2/21/17
 Computer Equipment & Maintenance - IT
 Soccer League Registration - Recreation
 Phone System Lease - March 2017
 Water - Various Departments - Bills Dated 1/11 - 2/23/17
 NJ Local Gov't 2017 Edition - City Clerk's Office
 Gas - Various Departments - Bills Dated 1/12 - 2/23/17
 Membership Renewal - Parks
 Tint for 2008 Charger - Police
 2017 Membership Renewal Dues - Administration
 Refund of Tax Overpayment - Reso. #61-17
 Miscellaneous Supplies - Senior Affairs
 Taser Crew Instruction Training - Police
 Computer Supplies - Police
 NPPA 1033 Training Course - Police
 2017 Memberships - Public Works
 Soccer Referee - Recreation - 2/25/17
 Clothing - Police
 Disposal of Bulky Waste - Recycling - 01/01/17 - 02/11/17
 Unleaded Gasoline & Diesel Fuel
 Refund of Tax Overpayment - Reso. #61-17
 RMC Review Course - M. Moss - City Clerk's Office
 Food for Valentine's Day - Public Works
 Install Windshield - Public Works
 Miscellaneous Supplies - Public Works
 Paper Goods/Food for College Tour Meeting - Recreation
 Food for Black History Month - Senior Affairs
 Jacket - Traffic
 Miscellaneous Parts - Public Works
 Materials & Supplies - Various Departments
 Professional Services - Pier Phase II - February 2017
 Long Branch School Presentations & Video
 Canine Boarding & Grooming - Police
 Special Equipment - Police
 Dog Food - Police
 Competencies Training Registrations - Public Works
 Snow Removal Equipment - Street Construction & Maintenance
 Miscellaneous Materials - Public Facilities
 Smart Phone/Wireless Services - Various Departments - Bills Dated 2/1 - 2/14/17

* * * * *
 * 225.58
 * 3,768.11
 * 176.00
 * 100.00
 * 1,000.00
 * 2,379.66
 * 238.96
 * 1,860.00 Pymt# 1
 * 11,500.00 Pymt# 1
 * 3,500.00 Pymt# 4
 * 139.00
 * 460.00
 * 750.00
 * 896.09
 * 1,150.00
 * 3,132.23
 * 203.79
 * 195.00
 * 16,148.99
 * 80.00
 * 150.00
 * 220.00
 * 2,366.58
 * 397.74
 * 435.00
 * 63.95
 * 295.00
 * 180.00
 * 140.00
 * 159.45
 * 11,012.82 Pymt# 1-2
 * 19,293.42
 * 1,885.09
 * 649.00
 * 245.90
 * 339.01
 * 362.83
 * 213.59
 * 545.77
 * 54.00
 * 430.98
 * 190.66
 * 93,491.26
 * 4,850.00
 * 295.00
 * 687.97
 * 219.96
 * 178.00
 * 6,242.38
 * 147.80
 * 5,417.97

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

Virtual P/X LLC
W.B. Mason Co. Inc.
W.W. Grainger Inc.
Weather Works

TOTAL CURRENT

Vehicle Lettering - Office of Emergency Management
Office Furniture/Supplies - Various Departments
Electric Utility Heaters for Comfort Stations - Public Facilities
Weather Consultation/Alert Services - 1/1/17 - 12/31/17

2,273,148.59

Alderson Engineering, Inc
Cherry Valley Tractor Sales Inc.
City of Long Branch Clearing Account
Fretchold Soil Conservation
George Harms Construction Co

TOTAL CAPITAL

Professional Services - HVAC Replacement Project - September 2016 thru January 2017
Power Pack Combo Unit Conversion Kit for Low Boy Trailer
To Reimburse Clearing Account
Soil/Sediment Control Plan Certification - Manahasset Creek Park Phase III
Professional Services - Proposed Boardwalk Replacement - August 2016 thru January 2017

188,161.59

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
Verizon

TOTAL ANIMAL CONTROL

To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 2/24/17
Payroll Dated 2/24/17
Payroll Dated 2/24/17 - FICA/Medicare
Wireless/Laptop - Animal Control - Bills Dated 2/12 & 2/16/17

11,229.70

Builder's General Supply Co.
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
JCP&L
Konica Minolta Business Solutions USA Inc.
New Jersey Natural Gas
Skip's Sports

TOTAL HUD

Lumber - Community Development
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 2/24/17
Payroll Dated 2/24/17
Payroll Dated 2/24/17 - FICA/Medicare
Electric - Community Development - Bills Dated 9/1/16 - 2/2/17
Copier Agreement - Community Development - January 2017
Gas - CDBG - Bills Dated 1/12 - 2/13/17
T-Shirts for Youth Soccer - Community Development

13,787.31

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
City of Long Branch Payroll Agency Account
DSHC Enterprises LLC
FM/DSL & Associates LP
Gila Group, LLC
Inna or Jack Gelin
Long Branch Chamber of Commerce

Telephone Service - UEZ/CDBG - Bill Dated 2/21/17
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
Payroll Dated 2/24/17
Payroll Dated 2/24/17 - FICA/Medicare
Tax Sale Premium
Tax Sale Premium
Tax Sale Premium
Rent - Dept. of Economic & Community Development - March 2017

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

1,650.00

* DENOTES PREPAY

Maer Consulting
 Monmouth University
 MTAG Cust Ftg Cap Inv NJ13 LLC
 New Jersey Natural Gas
 Public Tax Investments, LLC
 Stclair Design Corp
 IvyStone Capital Assets, LLC
 US Bank Cust PC 4 Firstrust Bk
 USB Cust PC6 Sterling National

Professional Services - Long Branch Housing Element - December 2016
 Facility & Equipment Usage - Recreation - 5/13/17
 Tax Sale Premium
 Gas - UEZ/CDBG - Bills Dated 1/12 - 2/13/17
 Tax Sale Premium
 Sweatshirts for Walking Club - Recreation
 Tax Sale Premiums
 Tax Sale Premium
 Tax Sale Premium

* 200.00 Pymt# 5
 * 1,144.40
 * 8,000.00
 * 176.23
 * 1,000.00
 * 40.00
 * 1,400.00
 * 900.00
 * 1,200.00

TOTAL TRUST OTHER

77,547.94

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE