

RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 12, 2017:

R211-17 RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF LONG BRANCH AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AND PROJECT FINANCING AGREEMENT FOR A PORTION OF THE PIER VILLAGE DISTRICT OF THE OCEANFRONT-BROADWAY REDEVELOPMENT AREA

R212-17 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE LAKE TAKANASSEE OUTLET STRUCTURE ACCESS EASEMENT ANNEXED HERETO AND MADE A PART HEREOF

R213-17 RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS II FOR THE CITY OF LONG BRANCH

R214-17 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH AN AGREEMENT WITH NEW JERSEY ECONOMIC AUTHORITY UNDER THE HAZARDOUS DISCHARGE SITE REMEDIATION PUBLIC ENTITY GRANT AGREEMENT

R215-17 RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE ECONOMIC DEVELOPMENT AUTHORITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

R216-17 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR HEATHER AND MILDRED PRICE, AT PREMISES KNOWN AS 140 WESTWOOD AVENUE IN THE CITY OF LONG BRANCH, NEW JERSEY

R217-18 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR HECTOR AND LEOVIGILDA PEREZ AT PREMISES KNOWN AS 227 CHELSEA AVENUE IN THE CITY OF LONG BRANCH, NEW JERSEY

R218-17 RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF GREEN WAVE HOSPITALITY INC T/A CHARLEY'S OCEAN GRILL TO REME

MANAGEMENT LLC T/A CHARLEY'S OCEAN GRILL STATE LICENSE
#1325-33-016-007

R219-17 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY HDSRF GRANT \$71,247.00

R220-17 RESOLUTION SPECIAL ITEM OF REVENUE US DEPARTMENT OF
HOMELAND SECURITY ASSISTANCE TO FIREFIGHTERS GRANT
\$562,680.00

R221-17 RESOLUTION RELEASING STREET OPENING ESCROW
TAKANASSEE DEVELOPERS, LLC

R222-17 RESOLUTION AUTHORIZING REFUND OF PILOT PAYMENT TO
THE CITY OF LONG BRANCH

R223-17 RESOLUTION AMENDING RESOLUTION R203-17 ADOPTED
AUGUST 22, 2017 (CANCELLING TAXES)

R224-17 RESOLUTION TO REFUND OVERPAYMENT OF TAXES FOR 2017

R225-17 RESOLUTION TO REFUND OVERPAYMENT OF 2017 TAXES

R226-17 RESOLUTION MUNICIPAL OPEN SPACE PROGRAM FLORENCE
AVENUE PARK – PROGRAM GRANT FUNDS

R227-17 RESOLUTION APPROVAL PAYMENT OF BILLS

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF LONG BRANCH AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AND PROJECT FINANCING AGREEMENT FOR A PORTION OF THE PIER VILLAGE DISCTRICT OF THE OCEANFRONT-BROADWAY REDEVELOPMENT AREA

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

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

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

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

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

WHEREAS, on February 22, 2000, the City and Pier Village, L.L.C. (the "Original Redeveloper") entered into that certain agreement entitled "An Agreement between the City of Long Branch and Pier Village L.L.C. for the Development of the Pier Village Area" (the "Original Redevelopment Agreement") designating the Original Redeveloper as redeveloper for the first phase of Pier Village, a site bordered by Ocean Avenue, Ocean Boulevard, Laird Avenue and Melrose Terrace, consisting of 420 residential units and approximately 104,000 square feet of retail space (the "Pier Village Project") and

WHEREAS, on October 9, 2003, the City amended the Original Redevelopment Agreement by that certain First Amendment to Amended and Restated Agreement between the City of Long Branch and Pier Village, L.L.C. for the Redevelopment Area Designated as Pier Village (the "First Amendment"), to permit the development of the Pier Village Project in two phases, including 320 residential units and 104,000 square feet of retail space ("Phase I") and 100 residential units ("Phase II"), and to consent to (i) the assignment of the rights of the Original Redeveloper with respect to Phase I to two wholly-owned subsidiaries, Pier Village Development I, L.L.C. ("Pier Village I") and Pier Village Development II, L.L.C. ("Pier Village II"), each of which developed portions of Phase I, and (ii) assignment of its right to develop Phase II, then consisting of property within Blocks 225 and 290 on the Tax Maps of the City of Long Branch to an affiliate, Pier Village West, L.L.C. ("Pier Village West"); and

WHEREAS, on June 8, 2005, the City further amended the Original Redevelopment Agreement by that certain Second Amendment to Amended and Restated Agreement between the City of Long Branch and Pier Village Development I, L.L.C., Pier Village Development II, L.L.C. and Pier Village West, L.L.C. for the Redevelopment Area Designated as Pier Village (the “**Second Amendment**”), to expand Phase II to include additional land in Blocks 224 and 225 on said tax maps and to develop an additional 130 residential units, approximately 12,500 gross square feet of retail space and additional parking, in addition to the originally approved 100 residential units; and

WHEREAS, on or about March 5, 2007, the City further amended the Original Redevelopment Agreement by that certain Third Amendment to Amended and Restated Agreement between the City of Long Branch and Pier Village Development I, L.L.C., Pier Village Development II, L.L.C. and Pier Village Applied LWAG, L.L.C. for the Redevelopment Area Designated as Pier Village (the “**Third Amendment**”), to provide for additional parking spaces for Phase II, to designate Pier Village Applied LWAG LLC (the “**Phase II Redeveloper**”, and, together with the Redeveloper, Pier Village I, Pier Village II and Pier Village West, the “**Original Redeveloper Entities**”) as the Redeveloper of Phase II and to convey Lot 1 in Block 222 to the Phase II Redeveloper for the additional parking; and

WHEREAS, the Original Redeveloper Entities have completed Phase I and Phase II thus far; and

WHEREAS, in the Third Amendment, the City also conditionally designated the Phase II Redeveloper as the redeveloper for a third phase of the Pier Village Project (with the right to assign its redevelopment rights in and to such third phase to a new entity with common ownership), consisting of approximately 60 hotel rooms, 220 residential units and 12,000 square feet of retail space, subject to the City Council’s approval of the Full Site Plan (as defined in the Third Amendment), at which time the Phase II Redeveloper’s designation as redeveloper of the third phase was to become fully vested; and

WHEREAS, the City Council approved the concept plan for the Full Site Plan by Resolution 99-10 adopted on April 27, 2010, subject to conditions set forth in said resolution, and designated Fountains Applied LWAG LLC (the “**Original Phase III Redeveloper**”) as the designated redeveloper of the third phase of the Pier Village Project, with the rights to assign its rights to develop each individual component of such third phase to a newly formed URE (as defined herein); and

WHEREAS, the Original Phase III Redeveloper modified the third phase of the Pier Village Project to consist of a mixed-use development including residential units, a hotel, retail space, recreational space and off-street parking, and infrastructure improvements related thereto, in two sub-phases (collectively and as further described herein, the “**Phase III Project**”); and

WHEREAS, the Phase III Project was to be undertaken on a portion of the Redevelopment Area designated, or to be designated as Block 222, Lots 1.01 and 1.02, and Block 222.01, Lot 1 (collectively, the “**Phase III Property**”), and Block 287, Lots 22.03, 23, 24, 25, 26 and 27, Block 287.01, Lot 22.04, and Block 288, Lot 1 (collectively, the “**Phase III**

Parking Parcel" and, together with the Phase III Property, the "**Phase III Project Property**"), and will include (a) the construction of (1) approximately 60 condominium units on Block 222, Lot 1.01, (2) an approximately 59,810 square foot hotel (including 11,861 net leasable square feet of retail space) supporting approximately 68 rooms on Block 222.01, Lot 1, (3) approximately 27,905 net leasable square feet of retail space on Block 222, Lot 1.01 and (4) a 42' diameter carousel on Block 222.01, Lot 2 (the "**Carousel**"), and (b) (1) the construction of (i) approximately 240 condominium units on Block 222, Lot 1.02, (ii) approximately 21,360 net leasable square feet of retail space on Block 222, Lot 1.02 and (iii) a parking structure containing 286 self-park parking spaces with a capacity for at least 600 valet-parked and/or stacker parking spaces (the "**Building 11 Parking Deck**") and (2) the acquisition and improvement of the property designated as Block 287, Lots 22.03, 23, 24, 25, 26 and 27, Block 287.01, Lot 22.04, and Block 288, Lot 1 (the "**Phase III Parking Parcel**") and the use thereof for public parking purposes; and

WHEREAS, the Phase III Project will require, among other items, the construction of certain infrastructure improvements in and around the Redevelopment Area, including without limitation, intersection and other traffic improvements, parking facilities, and sewer and water improvements (collectively and as more particularly described in Exhibit 6 hereto, the "**Infrastructure Improvements**"); and

WHEREAS, the Phase III Project will also include the construction of certain recreational amenities, such as the Carousel, and the Temporary Improvements, Stage and Stage Improvements (each, as defined herein and, together with the Carousel, the "**Recreational Amenities**"); and

WHEREAS, the Phase III Project will also include the improvement of the Phase III Parking Parcel (the "**Phase III Parking Parcel Improvements**") and the provision of parking thereon for the general public, including residents, guests, employees and customers of the Project, through the acquisition of the Phase III Parking Parcel and the installation of the Phase III Parking Parcel Improvements; and

WHEREAS, the Original Redevelopment Agreement further provides that the Original Redeveloper will reimburse the City for reasonable professional costs (the "**City Costs Obligation**"); and

WHEREAS, in that certain Fourth Amendment to Redevelopment Agreement and Project Financing Agreement, dated November 14, 2012 (the "**Fourth Amendment**"), the City and the Original Phase III Redeveloper amended the Redevelopment Agreement, the Phase III Project description and the schedule for completing the Phase III Project, and set forth the terms and conditions under which the City will provide financial assistance in connection with the Phase III Project; and

WHEREAS, the Original Phase III Redeveloper requested the City's approval of the conveyance of the Phase I and Phase II properties to Pier Village I Urban Renewal Company, LLC and Pier Village II Urban Renewal Company, LLC, respectively (collectively with the Redeveloper, the "**Successor Developers**"), as well as assignment of all redevelopment rights and obligations associated therewith, and the conveyance of the Phase III Property and the

assignment of the Fourth Amendment to Redeveloper (the redevelopment rights for all of the Pier Village Project referred to collectively as the “Redevelopment Rights” and the collective transaction described in this paragraph referred to as the “Assignment”); and

WHEREAS, the Original Phase III Redeveloper and Pier Village III Urban Renewal Company, LLC (the “Redeveloper”) requested the City’s approval for the conveyance of the Phase I and Phase II properties in advance of Redeveloper acquiring the Phase III Property and the Redevelopment Rights, due to time constraints relating to the deal between the parties for the sale of the properties; and

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

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

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

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

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

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

WHEREAS, the respective Successor Redevelopers are not entitled to certificates of completion for the Phase I or Phase II Properties until the completion of the Phase III Project and satisfaction of the outstanding parking obligations; and

WHEREAS, the City's approval of the assignment of the Redevelopment Rights for the Phase III Project and the conveyance of the Phase III Property remained subject to Redeveloper satisfying all of the conditions set forth in the Assignment Approval Resolution; and

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

WHEREAS, by Resolution 65-16, adopted March 22, 2016, with the Assignment Approval Resolution and the MOU attached thereto and incorporated therein as Exhibit 1 (the "**Designation Resolution**"), the City designated Redeveloper as the sole and exclusive redeveloper for the Phase III Project, subject to Redeveloper meeting various conditions outlined in the Designation Resolution, which designation was extended via Resolution No. 125-16, adopted June 28, 2016, Resolution No. 200-16, adopted September 27, 2016, and Resolution No. 21-17, adopted January 24, 2017, extending Redeveloper's designation through July 25, 2017, subject to meeting the conditions of the Designation Resolution and execution of an amended redevelopment agreement for the Phase III Project; and

WHEREAS, the Redeveloper now proposes to undertake the Phase III Project in one phase, consisting of: (i) the construction of approximately 269 condominium housing units together with the Building 11 Parking Deck (the "**Residential Component**"), (ii) the construction of approximately 42,292 square feet of net leasable retail space (the "**Retail Component**"), (iii) the construction of an approximately 72 room hotel together with an additional 11,000 square feet of retail space (the "**Hotel Component**"), (iv) the acquisition and improvement of the Phase III Parking Parcel, (v) the construction of the Recreational Amenities, (vi) the construction of the Infrastructure Improvements, (vii) the construction of the Phase III Parking Parcel Improvements and (viii) potentially, the construction, by the Redeveloper, of additional surface or structured parking facilities, within and/or outside of the Phase III Property; and

WHEREAS, despite the Redeveloper's investment of equity and borrowed funds, such amounts are insufficient to pay for all of the costs associated with the development and construction of the Phase III Project; and

WHEREAS, in the Fourth Amendment, in order to defray certain eligible costs of the Project, including without limitation, the Infrastructure Improvements, the Recreational Amenities and the Phase III Parking Parcel Improvements, thereby making the Phase III Project viable, the City agreed, upon satisfaction of such conditions as set forth herein, to issue general obligation bonds in one or more series in an aggregate principal amount not to exceed \$24,900,000 (the "**RABs**") pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.*, (the "**RAB Law**," as further defined herein) and/or the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* (the "**Local Bond Law**"), as applicable; and

WHEREAS, on August 28, 2012, the City adopted Ordinance # 15-12 (the “**Original Bond Ordinance**”), appropriating a sum not to exceed \$24,900,000 and authorizing the issuance of the RABs in an amount not to exceed \$24,900,000 to fund the a portion of the Phase III Project; and

WHEREAS, the City and the Redeveloper desire to enter into a redevelopment agreement in substantially the same form as that on file with the City Clerk (the “**Redevelopment Agreement**”) to replace the Fourth Amendment and any provisions of the Original Redevelopment Agreement applicable to the Phase III Project as a new, superseding, stand-alone agreement to: (i) identify the new redeveloper for the Phase III Project; (ii) reflect the modified scope of the Phase III Project as described therein and (iii) reflect the City’s agreement, upon satisfaction of such conditions as set forth therein, to issue the RABs in an amount not to exceed \$20,000,000, rather than \$24,900,000 for the purposes described herein; and

WHEREAS, on September 12, 2017, the City introduced an Ordinance amending the Original Bond Ordinance (the “**Bond Ordinance**”) to reflect modified costs for the improvements proposed to be funded thereby and to reduce the amount of debt authorized thereby; and

WHEREAS, the City has conceptually agreed to provide such financial assistance on terms and conditions set forth in the Redevelopment Agreement; and

WHEREAS, the City and the Redeveloper desire to enter into the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Long Branch, in the County of Monmouth, New Jersey, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. (a) The Mayor is hereby authorized and directed to execute the Redevelopment Agreement, and any associated project agreement referenced therein, in the substantially the same form as that on file with the City Clerk.

(b) The Clerk of the City is hereby authorized and directed, upon the execution of the Redevelopment Agreement or other related project agreement, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to thereupon affix the corporate seal of the City.

3. If any part(s) of this Resolution shall be deemed invalid, such part(s) shall be severed and the invalidity thereof shall not affect the remaining parts of this Resolution.

4. This Resolution shall take effect immediately.

OFFERED: Bastelli
SECOND: Billings
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 9-15-77

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 20 DAY OF 20

MUNICIPAL CLERK, R.M.C.

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
LAKE TAKANASEE OUTLET STRUCTURE ACCESS EASEMENT
ANNEXED HERETO AND MADE A PART HEREOF**

WHEREAS, the Grantor, Takanasee Developers, LLC, is the owner of fee simple to those lands and premises in the City of Long Branch, more particularly described as Grantor's property, which is commonly known as the Old Takanasee Beach Club property; and

WHEREAS, the Planning Board of the City of Long Branch, granted Preliminary and Final Site Plan Approval with Variances pursuant to Resolution No. PB14.01.V, dated April 29, 2014; and

WHEREAS, pursuant to the foresaid Resolution of the Planning Board, the Planning Board has, among other things, required the Grantor grant to the City of Long Branch an easement to permit City access to the Lake Takanasee Outlet Structure for operation and maintenance; and

WHEREAS, the Grantor intends to buy the outlet structure access agreement annexed, establish certain terms, conditions, and restrictions with respect to such easement, and the City agrees to be bound by the terms, conditions and restrictions as set forth within the Agreement; and

WHEREAS, the Access Agreement is described in Exhibit B1 and B2 to the Lake Takanasee Outlet Structure Access Agreement annexed hereto; and

WHEREAS, the execution of the Access Agreement is in the best interest of the citizens and residents of the City of Long Branch;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Long Branch
4000.304.00550467.1

be in the same hereby is authorized to execute the Access Agreement together with all exhibits as annexed hereto and made a part hereof and as executed by the Grantor.

OFFERED: Bastelli
SECOND: Billings
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 8

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-12-17

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 12 DAY OF September 2017

Kathy Schmidt
MUNICIPAL CLERK, R.M.C.

Prepared by:
Eric M. Finkelstein, Esq.

LAKE TAKANASEE OUTLET STRUCTURE
ACCESS EASEMENT

THIS LAKE TAKANASEE OUTLET STRUCTURE ACCESS EASEMENT ("Agreement") is made as of the ____ day of _____, 2017, by and between TAKANASEE DEVELOPERS LLC, a Delaware limited liability company, with an address at c/o Crown Acquisitions, 767 Fifth Avenue, 24th FL, New York, NY 10153 ("Grantor") and the CITY OF LONG BRANCH, in the county of Monmouth, State of New Jersey, a body corporate and politic of the State of New Jersey, having offices at 334 Broadway, Long Branch, New Jersey 07092, hereinafter ("City").

WITNESSETH:

WHEREAS, Grantor is the owner of fee simple title to those lands and premises in the City of Long Branch, County of Monmouth, State of New Jersey, more particularly described in Exhibit "A" attached hereto and made a part ("Grantor's Property");

WHEREAS, Grantor intends to construct on Grantor's Property a residential condominium community consisting of thirteen (13) residential units together with certain driveways, walkways and other improvements ("Project");

WHEREAS, the Planning Board of the City of Long Branch ("Board") granted Preliminary and Final Site Plan Approval with Variances pursuant to Resolution No. PB14.01.V dated April 29, 2014 ("Resolution"), which Resolution sets forth the Board's conditional approval of Grantor's Project;

WHEREAS, pursuant to the aforesaid Resolution of the Board, the Board has, among other things, required that Grantor grant to City an easement to permit City access to the Lake Takanasee Outlet Structure ("Outlet Structure") for operation and maintenance purposes;

WHEREAS, Grantor desires and intends hereby to grant to the City the easement required by the Board over and across an area of Grantor's Property, as depicted and shown on Exhibit "B-1", and more particularly described on Exhibit "B-2", each attached hereto and made a part hereof ("Easement Area"); and to establish certain terms, conditions, and restrictions with respect to such easement, and City agrees to be bound by the terms, conditions and restrictions all as more particularly set forth below;

NOW THEREFORE, in consideration of the sum of TEN AND (\$10.00) DOLLARS and in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the City hereby mutually declare and agree as follows:

1. **Accuracy of Recitals.** Grantor and City each hereby represent and warrant that all of the aforementioned recitals contained in this Agreement are true, correct, and accurate and such recitals are hereby incorporated herein by reference as a part of the substantive provisions of this Agreement.

2. **Access Easement.** Subject to the terms, conditions and provisions of this Agreement, the Grantor does hereby grant and confirm unto the City, a non-exclusive access easement ("Access Easement") over, upon and across the Easement Area. The rights and easement created herein are subject to other easements and restrictions of record, if any, including utility grants heretofore made to utilities servicing the Grantor's Property.

3. Purpose. This Access Easement is created and granted to City by Grantor solely for the following purposes:

Access: Permitting access by foot or vehicle for ingress or egress from the public right of way commonly known as Ocean Avenue over the Easement Area in order for City to (i) operate the Outlet Structure in order to raise or lower the water level in Lake Takanasee as reasonably determined by the City and (ii) maintain the Outlet Structure in good working order and condition ("City's Work").

4. Reservations and Conditions.

(a) Notice of City's Work. Not less than five (5) days prior to commencing any part of the City's Work, the City shall provide the Grantor with written notice of its intent to utilize the Access Easement to perform work on the Outlet Structure. Notwithstanding the aforementioned, advance written notice of entry shall not be required in the case of an emergency, however, promptly following the emergency, City shall provide Grantor with written notice of the entry and a detailed description of any work performed.

(b) Obstructions and Improvements. City shall not be permitted to (i) modify or improve the Easement Area (ii) construct any improvement, including but not limited to fences, or install any landscaping or other obstruction within the Easement Area or (iii) store any equipment or materials within the Easement Area, without first obtaining Grantor's prior consent, which Grantor may withhold in its sole discretion. Any work or improvements within the Easement Area expressly authorized by Grantor in writing shall be performed in a safe and workmanlike manner and in accordance with Grantor's rules and regulations and all applicable laws.

(c) Performance of City's Work. City hereby covenants and agrees that the City's Work shall be performed (i) in a good and workmanlike manner and in accordance with all appropriate construction and engineering practices with due regard for the safety of persons and the property of Grantor and others, (ii) in accordance with all applicable laws and (iii) by contractors and subcontractors as have been, to the extent required by applicable laws, duly licensed in New Jersey by the authority having jurisdiction over the appropriate profession, all at the City's sole cost and expense, without any contribution by the Grantor.

(d) Repair and Restoration. In exercising its rights hereunder, City shall act in good faith and exercise reasonable care to avoid damaging Grantor's Property or any improvements located thereon, therein, thereunder or thereabout. City will repair and restore the Easement Area and Grantor's Property, including all improvements located thereon, to as near the condition that existed prior to its access and use thereof as reasonably possible. Such restoration shall include, but not be limited to, the restoration of any landscaping, paving, curbing, fencing, signage, lighting fixtures and surface or subsurface utility lines, pipes or conduits, and any appurtenances thereto, of whatsoever nature, disturbed, removed or otherwise affected, in the course of the exercise of City's rights hereunder.

5. Insurance.

(a) The City shall carry standard form commercial general liability insurance on an occurrence basis with a broad form contractual liability endorsement covering (i) the City's indemnification obligations hereunder and (ii) claims for injuries to persons (including death) and damage to property, occasioned by, or arising from, the construction, maintenance, existence, use and/or exercise of City's rights hereunder and shall furnish certificate(s) of such insurance to the Grantor upon request on or before the date on which any such insurance (or renewals thereof) shall become effective. Such

insurance shall be maintained under a policy pursuant to which the Grantor shall be named as an additional insured.

(b) All of the insurance required to be maintained pursuant to this Section 5 shall be provided under a valid and enforceable policy of insurance issued by insurers licensed to do business in the State of New Jersey and having a Best's rating of "A-""VII" or better. The insurance required pursuant to this Section 5(b) in each case shall afford a combined single limit of liability for injury or death and property damage of not less than One Million Dollars (\$1,000,000.00) (hereinafter referred to as the "Limit of Liability") payable on an occurrence basis.

6. Indemnification. City shall and does hereby defend, indemnify, and hold harmless the Grantor, its successors and assigns (hereinafter collectively referred to as the "Grantor Indemnitees") from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, actions, causes of action and costs and expenses, including, without limitation, reasonable attorneys' fees and costs and court costs caused by, happening in connection with or arising directly or indirectly out of, any exercise or enjoyment of rights granted in this Agreement and/or other rights conferred and obligations created hereunder including (i) City's Work or (ii) any restoration work. The terms, conditions and provisions of this Section 6 shall survive the termination and/or other expiration of this Agreement for any reason.

7. Governing Law; Forum. This Agreement has been made and entered into and shall be governed by and construed in accordance with the laws of the State of New Jersey. Each party to this Agreement hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court sitting in Monmouth County, New Jersey, or any United States federal court sitting in the State of New Jersey, over any suit, action or proceeding arising out of or relating to this Agreement.

8. Running With the Land; Successors and Assigns. This and every other covenant, promise, undertaking, condition, right, privilege and restriction made, granted or assumed, as the case may be, by this Agreement shall run with the land and shall be binding upon the Grantor's Property and upon the Grantor and inure to the benefit of the City.

9. Amendment. This Agreement may be amended or otherwise modified only by a writing signed and acknowledged by the Grantor and the City.

10. Notices. Every notice or other communication required or contemplated by this Agreement by any party shall be in writing and shall be delivered by (i) personal delivery, (ii) postage prepaid, return receipt requested, registered or certified mail; (iii) internationally recognized express courier, such as Federal Express, UPS or DHL or (iv) facsimile with a confirmation copy sent simultaneously in the manner contemplated by clauses (i), (ii) or (iii) of this Section 14, in each case addressed to the party for whom intended at the address set forth in the recital of this Agreement or at such other address as the intended recipient previously shall have designated, or in the future may designate, by written notice to the other parties.

11. Waivers. No delay or omission by the Grantor or the City in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the terms, conditions, and provisions of this Agreement by the City or the Grantor shall be construed to be a waiver thereof. A waiver by the Grantor or the City of any of the obligations of the City or the Grantor shall not be construed to be a waiver of any subsequent breach of such obligation or a waiver of any breach of any other terms, covenants or conditions of this Agreement.

12. Counterparts. This Agreement may be signed by the parties herein in counterparts.

IN WITNESS WHEREOF, the parties hereto have set, executed, or caused their duly authorized representatives to execute this Agreement as of the day and year first written above.

ATTEST:

GRANTOR
TAKANASEE DEVELOPERS LLC

ISAAC CHERA
AUTHORIZED REPRESENTATIVE

ATTEST:

CITY OF LONG BRANCH

_____, CLERK

By: _____, MAYOR

STATE OF NEW JERSEY

:SS.

COUNTY OF MIDDLESEX

I CERTIFY that on _____, 2017, Isaac Chera personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the authorized representative of Takanasee Developers LLC, the limited liability company named in this document; and
- (b) this document was signed and made by the limited liability company as its voluntary act and deed by virtue of authority from its members; and
- (c) the full and actual consideration paid or to be paid for the transfer of title is Ten (\$10.00) DOLLAR (such consideration is defined in N.J.S.A. 46:15-5).

Notary Public or Attorney at Law of New Jersey

STATE OF NEW JERSEY
SS.
COUNTY OF MONMOUTH :

BE IT REMEMBERED, that on the _____ day of _____, 2017, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared, _____, who, being by me duly sworn on his/her oath, doth depose and make proof to my satisfaction, that she is the Clerk of the City of Long Branch; that _____, is the Mayor of the City of Long Branch; that the execution, as well as the making of this Agreement has been duly authorized by the proper resolution of the Council of said City of Long Branch; that deponent well knows the official seal of said City of Long Branch and the seal affixed to said Agreement is such official seal and was thereto affixed, and said Agreement was signed and delivered by said Mayor, as and for his act and deed and as and for the act and deed of said City of Long Branch, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn to and Subscribed
before me on _____, 2017

_____, CLERK

Notary Public of New Jersey
My Commission Expires:

EXHIBIT "A"

Description of the Grantor's Property

Title No. RM-66420

**S C H E D U L E A-4
D E S C R I P T I O N**

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

BEGINNING at a monument found in the easterly line of Ocean Avenue, said monument being distant 1564.66 feet southwesterly along the easterly line of said Ocean Avenue from a point of intersection of the south line of Cedar Avenue as projected and extended in an easterly directly so as to intersect the easterly line of Ocean Avenue and from said point running; thence,

- (1) South 73 degrees 04 minutes 00 seconds East, along the northerly line of the premises described herein, being a line in common with the southerly line of adjoining Tax Lot 1, Block 87, to a point being the current mean high water line of the Atlantic Ocean, 590 more or less feet meas. (+/- 607 feet, survey); thence,
- (2) Beginning again at the above described point of BEGINNING and running; thence along the easterly line of Ocean Avenue, South 16 degrees 48 minutes 00 seconds West, a distance of 184.35 feet to a point in the Takanassee Lake Parcel conveyed to the City of Long Branch by Deed Book 2395, Page 40; thence,
- (3) Along the northerly line of same, South 70 degrees 29 minutes 00 seconds East, a distance of 188.02 feet to a point; thence,
- (4) Still along same, South 45 degrees 19 minutes 00 seconds East, a distance of 54.42 feet to a point; thence,
- (5) Along the now easterly portion of the Lake parcel along a curve to the right with a radius of 50.00 feet, an arc length of 45.26 feet to a point; thence,
- (6) South 06 degrees 33 minutes 00 seconds West, a distance of 22.81 feet to a point; thence,
- (7) South 16 degrees 33 minutes 00 seconds West, a distance of 44.91 feet to a point; thence,
- (8) South 29 degrees 48 minutes 00 seconds West, a distance of 37.10 feet to a point of curvature; thence,
- (9) Along a curve to the left with a radius of 49.20 feet, an arc length of 32.82 feet to a point; thence,
- (10) South 69 degrees 02 minutes 00 seconds East, a distance of 41.26 feet to a corner of a concrete wing wall; thence,

Title No. RM-66420

S C H E D U L E A-4
D E S C R I P T I O N
Continued

(11) Along same, in a meandering southeasterly and then southwesterly direction along the old edge of the Lake, approximately a distance of 205 feet, more or less, to a point in the southerly line of a parcel described herein also being a point in the northerly line of adjoining Tax Lot 10, Block 60; thence,

(12) Along same, South 65 degrees 00 seconds 45 seconds East, a measured 428 more or less feet (more or less, 450 feet, survey) to the current mean high water line of the Atlantic Ocean; thence,

(13) Along the said current mean high water line, running in a northeasterly, northwesterly and northeasterly direction, the distance being what it may to the end point and line established by the first course described hereinabove.

SAID description is drawn in accordance with a survey prepared by, C.C. Widdis Surveying, LLC, dated September 10, 2012.

Note for Information Only:

The land referred to in this Commitment is commonly known as Lot(s) 11, 11.02, 12.01, 12.02 and 13, Block 60 on the Tax Map of the City of Long Branch, in the County of Monmouth, also known as 805 Ocean Avenue.

EXHIBIT "B-1"

Easement Map

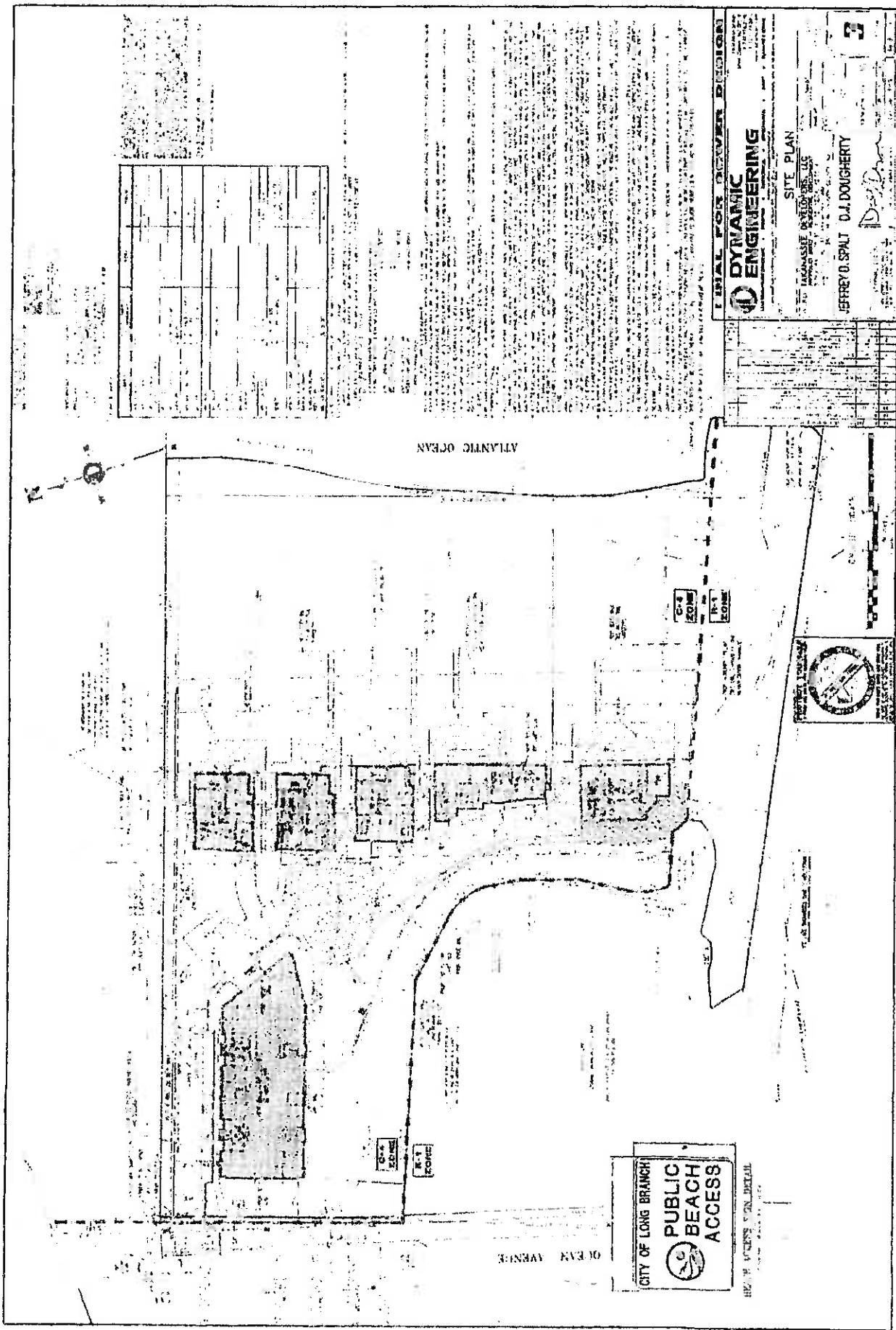


EXHIBIT "B-2"

Legal Description of Easement Area

C.C. Widdis Surveying, LLC

Professional Land Surveyors

~1956

- 60th Anniversary -

2016

Charles O. Widdis, P.E. & L.S. (1924-2008)
Charles M. Widdis, P.L.S., P.P. (1955-2001)
Harry J. Widdis, P.L.S.

MUNICIPAL - PUBLIC - PRIVATE
LICENSED IN NEW JERSEY

August 9, 2017

DESCRIPTION OF ACCESS EASEMENT ON LOTS 11, 12.01, 12.02 AND LOT 13 IN BLOCK 60 SITUATED IN THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY DEDICATED TO THE CITY OF LONG BRANCH FOR MAINTENANCE AND/OR RECONSTRUCTION OF THE ONSITE FLUME.

BEGINNING at a point in the easterly line of Ocean Avenue, said point being distant 11.00 feet on a course South 16°48'00" West from the point of intersection of said easterly line of Ocean Avenue with the northerly line of Lot 13 in Block 60 and running; thence

- 1) South 73°04'00" East a distance of 178.73 feet to an angle point; thence
- 2) On a curve to the right with a radius of 32.54 feet and an arc length of 29.57 feet to a point; thence
- 3) South 25°11'16" East a distance of 48.32 feet to an angle point; thence
- 4) On a curve to the left with a radius of 55.02 feet and an arc length of 26.26 feet to a point; thence
- 5) On a curve to the right with a radius of 12.24 feet and an arc length of 13.06 feet to a point; thence
- 6) South 71°03'25" East a distance of 11.70 feet to an angle point; thence
- 7) On a curve to the right with a radius of 9.53 feet and an arc length of 12.41 feet to a point; thence
- 8) South 17°02'18" West a distance of 55.09 feet to an angle point; thence
- 9) On a curve to the right with a radius of 9.25 feet and an arc length of 8.67 feet to an angle point; thence
- 10) On a curve to the left with a radius of 10.82 feet and an arc length of 16.97 feet to an angle point; thence

PAGE 2
AUGUST 9, 2017

DESCRIPTION OF EASEMENT
FILE NO. L8921

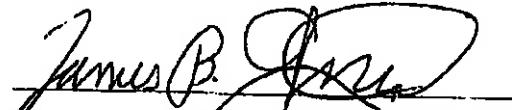
- 11) On a curve to the right with a radius of 218.53 feet and an arc length of 46.03 feet to an angle point; thence
- 12) Continuing on a curve to the right with a radius of 160.41 feet and an arc length of 79.70 feet to an angle point; thence
- 13) Continuing on a curve to the right with a radius of 31.64 feet and an arc length of 31.42 feet to a point; thence
- 14) South 16°56'00" West a distance of 49.62 feet to a point; thence
- 15) South 31°55'47" East a distance of 26.62 feet to a point; thence
- 16) South 73°04'00" East a distance of 10.18 feet to a point; thence
- 17) South 16°56'00" West a distance of 12.51 feet to a point; thence
- 18) South 70°01'19" West a distance of 27.08 feet to a point; thence
- 19) North 25°05'22" West a distance of 14.44 feet to an angle point; thence
- 20) On a curve to the right with a radius of 25.71 feet and an arc length of 23.34 feet to a point; thence
- 21) North 18°13'17" East a distance of 46.44 feet to an angle point; thence
- 22) On a curve to the right with a radius of 42.34 feet and an arc length of 27.16 feet to an angle point; thence
- 23) On a curve to the right with a radius of 151.02 feet and an arc length of 72.47 feet to an angle point; thence
- 24) On a curve to the right with a radius of 308.13 feet and an arc length of 79.56 feet to an angle point; thence

PAGE 3
AUGUST 9, 2017

DESCRIPTION OF EASEMENT
FILE NO. LB921

- 25) On a curve to the left with a radius of 439.92 feet and an arc length of 25.84 feet to an angle point; thence
- 26) On a curve to the right with a radius of 26.25 feet and an arc length of 54.36 feet to an angle point; thence
- 27) On a curve to the left with a radius of 13.46 feet and an arc length of 24.79 feet to a point; thence
- 28) North 23°44'30" West a distance of 55.52 feet to an angle point; thence
- 29) On a curve to the left with a radius of 19.31 feet and an arc length of 17.43 feet to a point; thence
- 30) North 73°04'00" West a distance of 24.15 feet to a point; thence
- 31) North 16°56'00" East a distance of 2.52 feet to a point; thence
- 32) North 73°04'00" West a distance of 116.05 feet to a point; thence
- 33) South 16°56'00" West a distance of 2.52 feet to a point; thence
- 34) North 73°12'00" West a distance of 30.61 feet to a point in said easterly line of Ocean Avenue; thence
- 35) Along said easterly line of Ocean Avenue North 16°48'00" East a distance of 22.00 feet to the point of place of BEGINNING.

Containing 15,901 Sq. Ft. (0.37 Ac.)



JAMES B. GODDARD, P.L.S.
PROFESSIONAL LAND SURVEYOR
License No. 37588

R# 213-17

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

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

Brandon Winston

BE IT FURTHER RESOLVED that the effective date of the appointment shall be from September 8, 2017.

MOVED: Bastelli
SECONDED: Billings

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 9-15-17

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 15 DAY OF September 2017

Kathy L. Schmelz, MUNICIPAL CLERK, R.M.C.



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

**TO: Kathy Schmelz
FROM: Joshua Bard
DATE: August 10, 2017
RE: Special Law Enforcement II Candidates**

We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Ocean County Police Academy Policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following individual be included in an Ocean County Police Class II Academy Resolution. The academy begins September 8, 2017.

1. Brandon Winston

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

Respectfully submitted,

Lt. Joshua Bard

R# 214-17

**RESOLUTION AUTHORIZING
THE MAYOR OF THE CITY OF LONG BRANCH
AN AGREEMENT WITH NEW JERSEY ECONOMIC AUTHORITY
UNDER THE HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT**

WHEREAS, pursuant to the provisions of Brownfields and Contaminated Site Remediation Act, N.J.S.A.58:10B-1, et seq. amending the Industrial Site Recovery Act, P.L. 1993, c. as amended from time to time (the “Act”), and pursuant to the regulations promulgated by the Authority thereunder, N.J.A.C. 19:31-8.1, et seq. (the “Regulations”), the Authority, in concert with the New Jersey Department of Environmental Protection (the “Department” or “DEP”), administers a financing program under which it makes grants from monies in the Hazardous Discharge Site Remediation Fund (the “Fund”) to public entities for real property: 1) on which they hold a tax sale certificate; 2) that they have acquired through foreclosure or other similar means; or 3) that they have acquired, or have passed a resolution or ordinance or other appropriate document to acquire, by voluntary conveyance for the purpose of redevelopment. The site control requirement does not apply to projects located in a brownfield development area or projects seeking approval for remedial action matching grants for recreation and conservation or for affordable housing. The grant monies are used to fund all or a portion of the costs of performing preliminary assessments, site investigations, remedial investigations and/or remedial actions on such real properties. Notwithstanding the above, no grant shall be awarded: unless the public entity has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in that municipality or can demonstrate to the Authority that a realistic opportunity exists that the subject real property will be developed or redeveloped within a three year period from the completion of the remediation; and

WHEREAS, The Authority approved the award of a grant to the City of Long Branch in the amount of up to \$71,247 (the "Grant") for the remedial investigation, remedial action along with report preparation of the One Norwood Avenue (the "Project"); and

WHEREAS, One Norwood Avenue is a triangular shaped property at the corner of Norwood and Bath Avenue; and

WHEREAS, as a requirement of the New Jersey Economic Development Authority, the City of Long Branch is required to execute a Hazardous Discharge Site Remediation Public Entity Grant Agreement in the form annexed hereto and a part hereof; and

WHEREAS, it is in the best interest of the residents and tax payers of the City of Long Branch to enter said Agreement; and

WHEREAS, the Agreement is non-negotiable as to terms as represented by the New Jersey Economic Development Authority;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be in the same hereby is authorized to execute the Hazardous Discharge Site Remediation Public Entity Grant Agreement as annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed and delivered as of the date and year set forth below.

OFFERED: Bastelli
SECOND: Billings
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 FORGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-12-17
IN WITNESS WHEREOF, I HAVE HERAUNTO SET MY HAND AND APPLIED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 20 DAY OF Sept 2017
MUNICIPAL CLERK, R.M.C.

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

WITNESS:

By: _____

By: _____
Arlene C. Clark
Director
Closing Services

Date: _____

[SEAL]

CITY OF LONG BRANCH

ATTEST:

By: _____

By: _____
Adam Schneider
Mayor

Date: _____

P#42489
City of Long Branch
Project Site: One Norwood Avenue
Grant Award: Up to \$71,247

R# 215-17

**RESOLUTION ACCEPTING A GRANT FROM THE
HAZARDOUS DISCHARGE SIT REMEDIATION FUND
PUBLIC ENTITY PROGRAM
THROUGH THE ECONOMIC DEVELOPMENT AUTHORITY
AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

WHEREAS, pursuant to the provisions of Brownfields and Contaminated Site Remediation Act, N.J.S.A.58:10B-1, et seq. amending the Industrial Site Recovery Act, P.L. 1993, c. as amended from time to time (the "Act"), and pursuant to the regulations promulgated by the Authority thereunder, N.J.A.C. 19:31-8.1, et seq. (the "Regulations"), the Authority, in concert with the New Jersey Department of Environmental Protection (the "Department" or "DEP"), administers a financing program under which it makes grants from monies in the Hazardous Discharge Site Remediation Fund (the "Fund") to public entities for real property: 1) on which they hold a tax sale certificate; 2) that they have acquired through foreclosure or other similar means; or 3) that they have acquired, or have passed a resolution or ordinance or other appropriate document to acquire, by voluntary conveyance for the purpose of redevelopment. The site control requirement does not apply to projects located in a brownfield development area or projects seeking approval for remedial action matching grants for recreation and conservation or for affordable housing. The grant monies are used to fund all or a portion of the costs of performing preliminary assessments, site investigations, remedial investigations and/or remedial actions on such real properties. Notwithstanding the above, no grant shall be awarded: unless the public entity has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in that municipality or can demonstrate to the Authority that a realistic opportunity exists that the subject real property will be developed or redeveloped within a three year period from the completion of the remediation; 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 in the same hereby is authorized to execute the Hazardous Discharge Site Remediation Public Entity Grant Agreement as annexed hereto and made a part hereof.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to New Jersey Economic Development Authority.

Date Adopted by (Council/Committee): _____

Attest:

Kathy L. Schmeltz, RMC, City Clerk

Adam Schneider, Mayor

[SEAL]

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

STATE OF NEW JERSEY
MONMOUTH COUNTY
CITY OF LONG BRANCH
I, KATHY L. SCHMELTZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-12-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 13 DAY OF Sept 2017
MUNICIPAL CLERK, R.M.C.

SCHEDULE B
PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of Grantee, City of Long Branch. I make this statement pursuant to Section 4 of the Agreement, by and between Grantor, the New Jersey Economic Development Authority and Grantee, dated as of [insert same date as date in Agreement]. (All undefined terms used herein shall have the same meaning ascribed to them in the Agreement).
2. The Project was completed as of _____ (date)
3. The Project is being operated as an authorized "Project" under the Act and as substantially as proposed in the Application. The Grant proceeds were used only for the purposes for which the Grant was made and the Grantee has adhered to all terms and conditions of the Agreement.
4. Enclosed is a check for unexpended Grant proceeds, if any as determined under the attached Calculation of Unexpended Proceeds Form, payable to the Authority in accordance with Section 4.1 of the Agreement.

(Signature): _____

Name (Print): _____

Date: _____

Title: _____

Forward to the NJ Economic Development Authority at the below address the executed Project Completion Certificate along with a check, payable to the NJEDA, for unexpended funds, if any, in the amount calculated on the **CALCULATION OF UNEXPENDED PROCEEDS FORM** attached.

New Jersey Economic Development Authority
Incentives Portfolio Management
36 West State Street
PO Box 990
Trenton, NJ 08625-0990

SCHEDULE B

PROJECT COMPLETION CERTIFICATE (CONT'D.)

CALCULATION OF UNEXPENDED PROCEEDS FORM

DATE PROJECT COMPLETED: _____

The following actual approved project costs have been paid:

NJ DEP Oversight (actual dollars invoiced): \$ _____

Preliminary Assessment \$ _____

Site Investigation \$ _____

Remedial Investigation \$ _____

Remedial Action \$ _____

Contingency \$ _____

Other costs (Itemize) \$ _____

(A) Total Project Costs Paid: \$ _____

(B) Project Grant Amount (from Schedule A) \$ _____

Amount to be Remitted to *NJEDA* (B) - (A) \$ _____

Make checks payable to the "New Jersey Economic Development Authority" or "NJEDA" and returned with the Project Completion Certificate.

P#42489
City of Long Branch
Project Site: One Norwood Avenue
Grant Award: Up to \$71,247

SCHEDULE C
CERTIFICATION OF AWARDED CONTRACTS

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of the Grantee.
2. As of the date noted below, Grantee has awarded contract(s) to the contractors listed below for preliminary assessment (PA), site investigation (SI), remedial investigation (RI), or remedial action (RA) of the "Project" defined in Schedule A of the Agreement.
3. Listed below are the contracts awarded. Copies of said contracts are attached hereto and made a part of this certification.
4. Attached hereto are certified copies of each resolution(s) awarding such contract(s).
5. All terms not defined herein shall have the means ascribed to them in the defined in the Agreement, to which this Schedule C is attached, and which was entered into by and between Grantor and Grantee.

Name of Contractor	Nature of Contract (PA, SI, RI, RA)	Date of Contract Award	Amount of Contract
1.			
2.			
3.			
4.			
5.			
-----	-----	TOTAL	\$

Authorized Representative

(Signature): _____
Name(Print): _____

Dated: _____

Title: _____

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

WITNESS:

By: _____

By: _____

Arlene C. Clark
Director
Closing Services

Date: _____

[SEAL]

CITY OF LONG BRANCH

ATTEST:

By: _____

By: _____

Adam Schneider
Mayor

Date: _____

P#42489
City of Long Branch
Project Site: One Norwood Avenue
Grant Award: Up to \$71,247

R# 216-17

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF
MORTGAGE FOR HEATHER AND MILDRED PRICE, AT PREMISES KNOWN AS
140 WESTWOOD AVENUE
IN THE CITY OF LONG BRANCH, NEW JERSEY**

WHEREAS, Heather and Mildred Price, are owners of premises known as 140 Westwood Avenue in the City of Long Branch; and

WHEREAS, on July 7, 1998, as part of the City of Long Branch, Mount Laurel Home Repairs Low Income Homeowners program, issued a mortgage to the property owners, Heather and Mildred Price, in the amount of \$14,485.00, said mortgage was recorded on August 4, 1998 in Book MB 6531, Page 908; and

WHEREAS, Heather and Mildred Price of 140 Westwood Avenue, entered a Mortgage Modification on September 14, 1998, which modified the amount of the loan, from the City of Long Branch, from \$14,485.00 to \$16,983.00, which Mortgage Modification Agreement was recorded on December 7, 1998, in Book MB 6636, Page 99; and

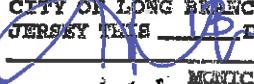
WHEREAS, pursuant to a request of the City of Long Branch, Office of Community Development, through Tonya Y. Medina, Housing Technician, on July 27, 2017, the Office of Community Development indicates that all requirements of the mortgage have been met as set forth in the mortgage loan documents and as a result the mortgage should be discharged of record; and

WHEREAS, the matter has been reviewed by the City attorney's office and as a result of that review, the City Attorney concurs with the recommendation of the Office of Community Development;

IT IS ON THIS 12th day of September, resolved that the Mayor of the

City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage for premises known as 140 Westwood Avenue, owned by Heather and Mildred Price for a mortgage in the amount of \$14,485.00, made on July 7, 1998 and recorded on August 4, 1998 in Book MB 6531, Page 908 and as modified by agreement made on September 14, 1998 modifying the amount of the mortgage to \$16,983.00, which Modification Agreement was recorded on December 7, 1998 in Book MB 6636, Page 99.

MOVED: Bastelli
SECONDED: Billings
AYES: 5
NAYES: 0
ABSENT: 8
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
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9-12-98
IN WITNESS WHEREOF, I HAVE HEREBY SIGNED
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 17 DAY OF Sept 20 98

MUNICIPAL CLERK, K.M.C.

R# 217-17

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF
MORTGAGE FOR HECTOR AND LEOVIGILDA PEREZ
AT PREMISES KNOWN AS
227 CHELSEA AVENUE
IN THE CITY OF LONG BRANCH, NEW JERSEY**

WHEREAS, Hector and Leovigilda Perez, are owners of premises known as 227 Chelsea Avenue in the City of Long Branch; and

WHEREAS, on May 3, 2007, as part of the City of Long Branch, RCA program, issued a mortgage to the property owners, Hector and Leovigilda, in the amount of \$17,870, and

WHEREAS, pursuant to a request of the City of Long Branch, Office of Community Development, through Tonya Y. Medina, Housing Technician, on July 18, 2017, the Office of Community Development indicates that all requirements of the mortgage have been met as set forth in the mortgage loan documents and as a result the mortgage should be discharged of record; and

WHEREAS, the matter has been reviewed by the City attorney's office and as a result of that review, the City Attorney concurs with the recommendation of the Office of Community Development;

IT IS ON THIS 12th day of September, resolved that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage for premises known as 227 Chelsea Avenue, owned by Hector and Leovigilda Perez for a mortgage in the amount of \$17,870.00, made on May 3, 2007 and recorded on January 23, 2008 in Book OR 8700, Page 515.

MOVED: Bastelli
SECONDED: Billings
AYES: 5
NAYES: 0
ABSENT: 8
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9-12-17

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 15 DAY OF Sept 17

MUNICIPAL CLERK, K.M.C.

R# 218-17

**RESOLUTION APPROVING PERSON TO PERSON
TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE
OF GREEN WAVE HOSPITALITY INC T/A CHARLEYS OCEAN GRILL
TO REME MANAGEMENT LLC T/A CHARLEYS OCEAN GRILL,
STATE LICENSE #1325-33-016-007**

WHEREAS, Reme Management LLC has applied for a person to person transfer of Plenary Retail Consumption License No. 1325-33-016-007, and the application for transfer appears to be complete in all respects; and

WHEREAS, the state requires a person to person transfer be completed; and

WHEREAS, proof of publication of notice has been submitted and there have been no written objections received by the City Clerk; and

WHEREAS, the applicant has been found to be qualified to be licensed according to all standards established by N.J.S.A. 33:1-1 et seq., and pertinent ordinances of the City of Long Branch; and

WHEREAS, the applicant has disclosed and the City, through its representatives, have reviewed the application; and

WHEREAS, an investigation was conducted by the Police Department and they have found no reason either criminally or financially as to why this transfer should not take place; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-016-007, in the name of Green Wave Hospitality Inc be and the same is hereby transferred to Reme Management LLC to be effective September 14, 2017.

MOVED: Bastelli
SECONDED: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, AMY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9-17-17

IN WITNESS WHEREOF, I HAVE HERETOUPON SET
MY NAME AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 17 DAY OF Sept 2017

MUNICIPAL CLERK, R.M.C.

R# 219-17

RESOLUTION
SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY
HDSRF GRANT
\$71,247.00

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the Insertion of a special item of revenue in the budget for the year 2017 in the amount of \$71,247.00.00, which item is now available from the State of New Jersey, Economic Development Authority, HDSRF Grant, and,

BE IT FURTHER RESOLVED that a like sum of \$71,247.00 be, and the same is, hereby appropriated under the caption of:

State of New Jersey
HDSRF Grant Norwood Ave. \$71,247.00

BE IT FURTHER RESOLVED that the Chief Financial Officer forward an electronic copy of the required Department of Community Affairs form requesting permission for the inclusion of the above referenced items.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-12-17
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 12 DAY OF Sept 2017
MUNICIPAL CLERK, R.M.C.



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

January 26, 2017

gbarone@longbranch.org
Georgiana Barone-Diletto
City of Long Branch
344 Broadway
Long Branch, NJ 07740

Re: **HDSRF, NOTICE OF APPROVAL LETTER**
HDSRF, Public Entity Grant Program
Application #P42489
Applicant: City of Long Branch
Project Site: One Norwood Avenue
Grant Award: Up to \$71,247

Dear Ms. Barone-Diletto:

I am pleased to inform you that the New Jersey Economic Development Authority (the "Authority") approved the application of City of Long Branch for an up to \$71,247 Hazardous Discharge Site Remediation Fund (the "Fund") Grant ("Grant") from the New Jersey Department of Environmental Protection (the "Department") for the remedial investigation and remedial action, along with report preparation, at the One Norwood Avenue site (the "Project"), as stated in your request for Grant assistance.

The Authority has approved the Grant upon the terms and conditions set forth in this notice of approval letter. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

NAME OF GRANTEE: City of Long Branch

PROJECT SITE: One Norwood Avenue
One Norwood Avenue
Long Branch, NJ 07740
Block 173, Lot(s) 12
Monmouth County

GRANT: Up to \$71,247 from the Fund

MAILING ADDRESS: | PO Box 680 | TRENTON, NJ 08625-0680

SHIPPING ADDRESS | 38 West State Street | Trenton, NJ 08625 | 609.868.6700 | E-Mail: njeda@njeda.com | www.njeda.com

*Not back 2/7/17
Dell*

CONDITIONS:

The Grantee shall complete the Project substantially as set forth in its request for Grant assistance.

The interests of the Grantee and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Grantee in the Grant transaction. The Grantee, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Grantee's own choice, to represent the Grantee's interest in the Grant transaction.

The credit of the Grantee and all other features of the transaction shall be as represented to the Authority without material adverse change. The Grantee shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein.

Each unsatisfied covenant, term and condition of this notice of approval which is not expressly waived in writing by the Authority shall survive any closing hereunder. In case of any conflict between any unwaived and unsatisfied covenant, term or condition of this notice of approval and the provisions of the Grant documents delivered at or pursuant to any closing regarding this Grant, the unwaived and/or unsatisfied covenant, term or condition of this notice of approval shall control.

This notice of approval is subject to acceptance by the Grantee of the terms and conditions contained herein. This notice of approval letter must be signed and returned to the undersigned.

The Authority's commitment shall terminate and the Authority shall have no further obligation in connection with your application if this notice of approval is not signed and returned to the Authority by May 26, 2017. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

In addition, in the event that the Grant is not closed on or before 90 days from the acceptance date of the notice of approval, the Authority's obligation to provide Grant shall terminate and you will be required to submit a new application.

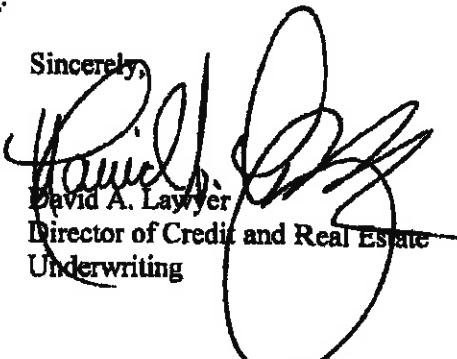
It is specifically understood and agreed that this Grant is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or State to the Grantee and/or any of its subsidiaries including, but not limited to, entities that may not be related to Grantee, but have common principals.

We are pleased to be of service to your Grant needs. If you have any questions regarding this approval letter, please contact Kathy Junghans, Finance Officer at (609) 858-6732 or kjunghans@njeda.com.

If you have any questions regarding the closing requirements for this Grant contact Renee Caverly, Senior Closing Officer at 609-858-6744 or rcaverly@njeda.com.

This fully executed approval letter in its entirety should be returned to Renee Krug, Administrative Assistant, at rkrug@njeda.com.

Sincerely,


David A. Lawyer
Director of Credit and Real Estate
Underwriting

RLC

cc: M. Deely, NJDEP

ACCEPTED AND AGREED
THIS 3rd DAY OF
February, 2017 BY:

GRANTEE:

By: 

Adam Schneider, Mayor

**RESOLUTION – SPECIAL ITEM OF REVENUE
U. S. DEPARTMENT OF HOMELAND SECURITY
ASSISTANCE TO FIREFIGHTERS GRANT
\$562,680.00**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

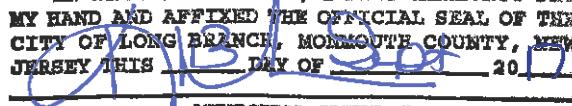
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2017 in the amount of \$562,680.00, which item is now available from the U. S. Department of Homeland Security, Assistance to Firefighters Grant Program, and,

BE IT FURTHER RESOLVED that a like sum of \$562,680.00 is hereby appropriated under the caption of:

U. S. Department of Homeland Security
Assistance to Firefighters Grant Program \$562,680.00

BE IT FURTHER RESOLVED that the Chief Financial Officer electronically file the required documents to the Department of Community Affairs requesting permission of the Director for the inclusion of the above referenced items.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THIS FORGE DOWN TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-12-17
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 13 DAY OF Sept 2017

MUNICIPAL CLERK, R.M.C.

R# 221-17

RESOLUTION RELEASING STREET OPENING ESCROW TAKANASEE DEVELOPERS, LLC

WHEREAS, TAKANASEE DEVELOPERS LLC, posted a cash bond of \$5,500.00 to secure a street opening permit through the Department of Public Works, and,

WHEREAS the applicant has requested the release of said bond.

WHEREAS the Director of Public Works has approved the release of said bond, and,

BE IT RESOLVED by the Council of the City of Long Branch, that the Director of Finance is hereby authorized to refund the cash portion of the security deposit, in the amount of \$5,500.00, plus additional accrued interest, if applicable, to:

Acct:# E-14-600-225

TAKANASEE DEVELOPERS, LLC
C/O Raymond Hedaya
Crown Acquisitions
767 Fifth Avenue, 24th Floor
New York, NY 10153

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9-17-17
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 9 DAY OF September 2017
MUNICIPAL CLERK, R.M.C.

R# 222-17

**RESOLUTION AUTHORIZING REFUND
OF PILOT PAYMENT TO THE
CITY OF LONG BRANCH**

WHEREAS, Long Branch Housing Authority paid a PILOT Fee in duplicate to the City of Long Branch. and,

WHEREAS The Long Branch Housing Authority paid the City of Long Branch \$27,455.00 for said PILOT payment.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Director of Finance, or his designee, is hereby authorized to refund the overpaid amount of \$27,455.00 to:

Long Branch Housing Authority
2 Hope Lane
PO BOX 337
Long Branch, NJ 07740

OFFERED: Bastelli
SECOND: Billings
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 9-12-17
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 12 DAY OF September 2017
MUNICIPAL CLERK, R.M.C.

R# 223-17

**RESOLUTION AMENDING
RESOLUTION R#203-17
ADOPTED AUGUST 22, 2017**

**RESOLUTION TO CANCEL
OPEN TAXES DUE TO THE
PROPERTIES BEING OWNED
BY THE CITY OF LONG BRANCH**

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the 2017 taxes shown below be cancelled due to the properties being owned by the City of Long Branch and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$992.04 and charge the 2017 tax year.

BLOCK	LOT	ADDRESS	2017
287	34	102 S Broadway	992.04

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RONALD L. SCOTT, 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 8-12-17
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY NAME AND AWKED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 13 DAY OF Sept 2017
MUNICIPAL CLERK, R.M.C.

R# 224-17

**RESOLUTION TO REFUND
OVERPAYMENT OF TAXES
FOR 2017**

WHERAS due to a reduction in assessment certain properties have been overbilled for the 2017 tax year and,

WHEREAS the property taxes on certain properties are overpaid and,

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the taxes shown below be refunded to the taxpayer shown below due to an overpayment of 2017 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to refund the overpayment and charge 2017 taxes in the total amount of \$2,784.48.

BLOCK	LOT	HOMEOWNER	AMOUNT
301	3	Johanna Leunes 39 Grant Street Long Branch, NJ 07740	\$2,460.97
368	39	Raymond Syms & Judith Valese 489 Broadway Long Branch, NJ 07740	\$323.51

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, ZAINY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-12-17

IN WITNESS WHEREOF, I HAVE HEREBY SET MY NAME AND SIGNED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 13 DAY OF Sept 2017

MUNICIPAL CLERK, R.M.C.

R# 225-17

**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 \$7,441.75.

BLOCK	LOT	OWNER	AMOUNT
163	14	1 st Constitution Bank Account of: 650 Campbell Ave 2650 Route 130 Cranbury, NJ 08512	1,915.03
287	3	Second Avenue Warehouse, LLC c/o Preston Casertano 3 Wilfred Road Manalapan, NJ 07726	1,876.67
301.02	1.108	Robert B. Woods Attorney Trust Account For Ringer and Fereidoon 29 Beach Road, Suite 204 Monmouth Beach, NJ 07750	3,336.99
443	16	Josefa & Marcos Rodriguez 7 Avenel Blvd. Long Branch, NJ 07740	313.06

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHREIBER, 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 9-15-14

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 15 DAY OF September 2014

 MUNICIPAL CLERK, R.M.C.

R 226-17

RESOLUTION MUNICIPAL OPEN SPACE PROGRAM
FLORENCE AVENUE PARK – PROGRAM GRANT FUNDS

WHEREAS, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Governing Body of The City of Long Branch desires to obtain County Open Space Trust Funds in the amount of \$42,310.92 to fund Various Upgrades to the Florence Avenue Park (proposed) at 271 Florence Avenue (Block 395 Lot 1 and Block 396.01 Lot 1); and

WHEREAS, the total cost of the project including all matching funds is \$84,621.84; and

WHEREAS, the City of Long Branch is the owner of and controls the project site.

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

1. Adam Schneider, Mayor or his/her successor is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above-named municipality; and
2. The City of Long Branch is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations and statutes thereto; and
4. Adam Schneider, Mayor or his/her successor is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and

5. This resolution shall take effect immediately.

OFFERED: Bastelli
SECOND: Billings
YES: 5
AYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9-12-17
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 12 DAY OF September 2017
MUNICIPAL CLERK, R.M.C.

R# 227-17

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: Bastelli

SECONDED: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on September 12, 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 13 day of Sept, 2015


Kathy L. Schmelz, RMC
City Clerk

Notice is hereby given that the following bills will be submitted for payment approval as of September 12, 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

279 Broadway Associates	Rental of Office Space - Municipal Court - September 2017	9,866.43
A T & T	Video Conferencing - Municipal Court	37.96
A.C. Moore	Utilities - Phone Services - August 2017	689.49
Allied Diesel Service Inc	Supplies for Classes and Projects - Senior Affairs	157.45
Ansell, Grimm & Aaron, PC	Hoses for Sanitation# 80 & Stock - Public Works	77.55
Ansell, Grimm & Aaron, PC	Legal Services - Retainer - July 2017	2,500.00
Atlantic Plumbing Supply	Miscellaneous Plumbing Materials - Public Works	21,905.31
Atlantic Tactical	Holsters - Police Department	682.98
Auto Parts	Miscellaneous Auto Parts and Supplies - Public Works	1,296.55
Awareness Protective Consultants	In-Service Fire Arms Instructor Program - 05/15-05/19/2017 - Police Department	5,789.47
Battery Mart	Batteries to Replenish Central Supply - Public Works	395.00
Beacon Graphic Systems	Labor & Parts to Repair Cutting Machine Used for Signs - Traffic Department	367.24
Beverly Baxter	Ceramics Instructor - July 2017 - Senior Center	480.75
Beyer Fleet	Miscellaneous Accessories - Police Department	91.00
Big Top Tent Rentals	Rental of Tents - Cruise Night 08/12/17 & Jazz & Blues Festival - 08/26/17 - Special Events	3,432.24
Boro Printing Inc	Envelopes to Replenish Central Supply - Purchasing	1,575.00
Brothers Towing & Recovery	Towing Charges - 07/23/2017 - Public Works	1,011.90
Bullet Lock & Safe Co	Various Keys & Locks - Public Works	70.00
CDW G	Miscellaneous Computer Equipment - Police / IT Departments	1,217.50
Central Jersey Equipment	Miscellaneous Auto Parts and Supplies - Public Works	254.43
Cherry Valley Tractor Sales, Inc	Modifies for PW# 14 - Public Works	4,484.15
Circle Chevrolet	To Reimburse Clearing Account	1,905.60
City of Long Branch Clearing Account	To Reimburse Clearing Account	251.94
City of Long Branch Clearing Account	To Reimburse Clearing Account	236,148.12
City of Long Branch Clearing Account	To Reimburse Clearing Account	309,916.17
City of Long Branch Clearing Account	To Reimburse Clearing Account	73.50
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll 08/25/2017	379,876.58
City of Long Branch Payroll Agency Account	Payroll - 08/25/2017	1,124,211.87
Clayton Block	DCRP Employer Match - August 2017	1,073,022.94
Collision Repair by Damiano	Concrete - Public Works	536.10
Comcast Business	Towing Charges - 08/02/2017 - Public Works	348.19
Comcast Online	Internet Provider - August 2017	35.00
Cooper Electric	Internet Provider - August 2017	1,650.00
D'Ambrosi Wholesale Foods	Miscellaneous Electrical Supplies - Public Works	97.56
David Webster Oil Co.	Food for Basketball Tournament & Community Day - Jerry Morgan Park - 08/12/2017 - Recreation	2,470.45
Deborah Callahan	Windshield Wiper Fluid / High Temp Red Grease - Public Works	443.90
Didi's Automotive	Musical Performance - Great Lawn Stage - 08/26/2017	422.23
	Alignment and Adjustment - PD# 43 - Public Works	800.00
	* 169.95	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

DiFrancesco, Bateman, Coley	Professional Services - Tax Appeals - July 2017	2,160.00	Pynt# 1
Downs Forest Products	Dark Hardwood Mulch - Supplied & Installed - Public Works	1,800.00	
East River Trucking Co., LLC	Musical Performance - West End Park - 08/20/2017	800.00	
Edwards Tire Co., Inc	Tires for Beach Rescue Truck - Public Works	1,136.48	
Elberton First Aid	Contribution for 2017	34,000.00	
F & S Tire Corp	Re-Tread Tires - Public Works	810.00	
Fa Nagle the Bagel	Bagels for the Ray Licata Swim - August 20, 2017 - Recreation	152.60	
Fine Fare	Oranges for the Ray Licata Swim - August 20, 2017 - Recreation/ Food - Various Events - Senior Center	492.98	
Fire & Safety Services LTD	Reservoir Caps for Fire# 25-78 & # 25-91/ Heater Core - Fire# 25-76 - Fire Department	425.51	
Fly By Night	Musical Performance - Great Lawn Stage - 08/26/2017	2,700.00	
Foley Incorporated	Miscellaneous Parts and Supplies - Public Works	653.49	
Freehold Dodge, Inc	Miscellaneous Auto and Truck Supplies - Public Works	1,241.64	
General Code Publishers	Supplement # 59 - City Clerk	1,778.66	
Glenco Supply Inc	Miscellaneous Materials for Beach Signs - Public Works & Police Department	2,205.00	
Golden Nugget	Accommodations - GFOA Conference - 09/26-09/29/2017 - P. Antonucci - Comptroller	208.00	
Google Inc	Google Apps for Work - 2016 - IT Department	294.01	
Greater Long Branch Chamber of Commerce	Reimbursement of Electric Expenses - 12/31/2016 thru 07/03/2017 - Community Development	831.66	
Hilson Pest Control, LLC	Pest Control - July thru August 2017 - Health Department	1,375.00	
Home Depot Credit Services	Miscellaneous Materials & Hardware for Various City Projects - Various Departments	1,120.86	
Hot Shot Kids Tennis Clubs	Tennis Instruction - Indoor/ Winter/ Outdoor - Summer - Recreation	2,000.00	
Howell Township Police Department	Shooting Range Use - Police Department	1,250.00	
Integrated Technical Systems	Monthly Fees - May thru August 2017 - Parking Meters	2,600.00	
J. Hughes Music	Musical Performance - Pier Village - 08/24/2017	2,000.00	
Jack's Goal Line Stand	Food for Band - West End Cruise Night - 08/12/2017	173.70	
Jersey Central Power & Light	Utilities - Electric - August 2017	55,284.30	
Jersey Elevator	Elevator Maintenance - City Hall Building - August 2017 - Public Works	182.24	
Jirk, Inc	Musical Performance - Pier Village - 08/31/2017	3,000.00	
John Guire Company	Mulch/ Hand Pruner - Public Works	145.33	
John's Auto & Truck Repair	Alignment for PD# 14 - Public Works	100.00	
Jorge Gomez	Musical Performance - Broadway Band Shell - 08/22/2017	850.00	
Joseph Fazio - Wall, LLC	Standard Aluminum Channel - Fire# 25-90 - Fire Department	54.32	
Joseph Graziano	Reimbursement for Expenses incurred During Summer Concert Series	17.97	
JPC Enterprises, Inc	Miscellaneous Janitorial Supplies- Public Works	3,504.10	
Kimball Midwest	T-Handle - Public Works	18.95	
Konica Minolta Business	Monthly Rental of Copier - Various City Offices	3,847.84	
L.B. Youth Football & Cheer	Rembursement for AFY Expenses - Recreation	3,500.00	
Lisa Gall	Camera Operator - Community Connections - August 2017 - Cable Commission	100.00	
Long Branch Board of Education	Reimbursement of Facility for Long Branch Recreation Programs - Recreation	9,000.00	
Long Branch First Aid	Contribution for 2017	40,000.00	
Long Branch Housing Authority	Reimbursement for Utility Use at Adam Bucky James - Recreation	1,178.00	
Long Branch Municipal Court	Rental of Office Space - Recreation - September 2017	600.00	
Mareca Green	Reimbursement for Credit Card Fees - May thru July 2017	8,428.00	Pynt# 9-10
Mazza Recycling Services	Musical Performance - Broadway Band Shell - 08/29/2017	1,500.00	
McManimon, Scotland & Baumann	Recycle Tires- June and July 2017 - Public Works	1,200.00	
Meadowlands Transportation	Professional Services - Bond Ordinance	1,178.00	
Mon Cnty Police Academy	UEZ Year Round Shuttle - August 2017 & July thru Sept Holiday and Weekend	600.00	
Monmouth Hose & Hydraulics	93rd Basic Course for Police Officers - 07/31-12/14/2017 - Police Department	8,428.00	
Moose Safety Supply	Cap for Sanitation# 100 - Public Works	7.74	
Mr. John	TIKX Combustible Gas Leak Detector - Fire Prevention	768.00	
Music Men Productions	Rental of Port A Johns - Various City Parks and Beaches - July 2017	1,071.10	
	Sound/ Lights - Summer Concert Series - August 2017	2,850.00	

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

Nec Corp of America	Phone System & Maintenance - August 2017	3,132.23
New Jersey American Water	Utilities - Water - August 2017	8,479.32
New Jersey Motor Vehicle	Standard Tite - Car - Public Works	145.00
New Jersey Natural Gas	Utilities - Gas - August 2017	1,609.12
NJ Criminal Interdiction LLC	Course - 10/16-10/17/2017 - Police Department	398.00
Northwind Mechanical Systems	Replace Volute Adapter Plate - City Hall Building - Public Works	1,193.00
Party Fair	Party Good/ Supplies - Various Events - August 2017 - Senior Affairs	467.51
Perry's Trophy Co	Trophies - Basketball Tournament/ Clock - Recreation	23.60
Petra King Service Co., Inc	Various Service Calls June thru July 2017 - Public Works	1,896.10
Pitney Bowes	Postage Meter Rental and Maintenance - January thru July 2017 - Tax Collector	2,531.90
Provantage LLC	Miscellaneous Computer Equipment - Various Departments	1,725.46
Red the Uniform 'T'ailor	Uniforms - Police Department	2,158.10
Redwood Biotech	Drug Tests - Human Services	2,012.32
Republic Services of NJ, LLC	Disposal of Bulky Waste - 07/06-08/16/2017	12,163.32
Riggins Incorporated	Diesel Fuel / Unleaded Gas - 08/05-08/11 & 08/17/2017 - Public Works	30,352.19
RR Donnelley	Safety Paper for Certified Copies- Health Department	
Saker Shoprites, Inc	Food for Picnic - 08/23/2017 - Senior Affairs	882.00
Sanitation Equipment Corp	Miscellaneous Parts and Supplies - Public Works	369.98
SBP Industries	Electric - Jazz and Blues - 08/26/2017 - Special Events	5,303.27
Scales Floorshine Industries	Miscellaneous Janitorial Supplies- Public Works	2,987.50
Seaboard Welding Supply	Propane and Cylinders - Public Works	988.80
Sip's Paint & Hardware	Miscellaneous Paint Supplies - Public Works	228.25
Site One Landscape Supply	Chemicals - Public Works	917.60
Specialized Landscaping, LLC	Replace Paver Crosswalk on Laird Avenue - Public Works	179.69
Stavola Asphalt Company	Uniform - Public Works	1,800.00
Storr Tractor Company	I-5 State Mix/ Concrete - Public Works	1,794.00
Stratix Systems	Tools - Public Works	10,052.84
Taylor Fence	Copier Maintenance - 08/24-11/23/2017 - Public Works	341.98
TDG INJ, LLC	Rolls of Snow Fence - Parking Meters - Police Department	309.00
The Link News	Engineering Services - Long Branch Pier - August 2017	702.00
The Voodudes	Full Page Ad - 06/29-07/05/2017 - Concert Series - Admin	62,250.00
Truck Pro LLC	Musical Performance - West End Park - 08/27/2017	300.00
U S Municipal Supply	Seat Cushions, Sanitation# 40 & # 70 - Public Works	1,000.00
Uline, Inc	Miscellaneous Parts and Supplies - Public Works	478.55
Verizon	Folding Chairs - Various Departments	565.32
W.B. Mason Co, Inc.	City Cell Phone Service - August 2017	1,542.31
West Marine	Office Supplies - Various Departments	5,936.82
Windstream	Miscellaneous Parts and Supplies - Recreation and Public Works	3,840.33
Wireless Communications & Electronics	Utilities - Phone Services - August 2017	727.70
Y-Pers	Various Radio Equipment - Fire and Police Departments	2,152.25
Zep Manufacturing	Rags - Public Works	15,366.00
	Deodorizer - Public Works	218.00
		160.60
TOTAL CURRENT		

3.637.497.31

City of Long Branch Clearing Account	To Reimburse Clearing Account	* 103,777.78
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 30,322.50
NJ Business Systems	Repair / Replace Communications Equipment on Comfort Stations - Police / Admin	* 45,968.00
TOTAL CAPITAL		<u>180,068.28</u>
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll 08/25/2017	* 5,954.66
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 810.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 278.00
City of Long Branch Payroll Agency Account	* * * 5,548.74	
Long Branch Animal Hospital	Fica / Medicare: 08/25/2017	* 405.92
Monmouth County SPCA	Veterinary Services - Animal Control - July 2017	* 413.00 Pymt# 8
Mutt Mitt	Veterinary Services - Animal Control - July 2017	* 4,725.00 Pymt# 7
Red The Uniform Tailor	Mutt Mitts - Health Department	* 1,029.50
Verizon Wireless	Uniforms for Animal Control Officers - Animal Control	* 2,372.50
	City Cell Phone Service - August 2017	* 190.19
TOTAL ANIMAL CONTROL		<u>21,727.51</u>
Circle Chevrolet	Cluster for CDD# 94 - Community Development	240.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 61,888.09
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 4,494.50
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 26.54
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll 08/25/2017	* * * 6,007.41
City of Long Branch Payroll Agency Account	Payroll - 08/25/2017	* * * 5,571.70
Cooper Electric Supply Co	Fica / Medicare: 08/25/2017	* 435.71
Greater Long Branch Chamber of Commerce	Electrical for Shed at Marshassett Park - Community Development	* 809.97
Home Depot Credit Services	Materials for the 7th Avenue Building - Community Development	* 4,513.50
Jersey Central Power & Light	Utilities - Electric - August 2017	* 361.13
Konica Minolta Business	Monthly Rental of Copier - Various City Offices	* 26.54
Mark William Davies	CDBG Community Gardens Project - 08/18-08/25/2017	* 267.27
Mr. John	Rental of Port A. Johns - Various City Parks and Beaches - July 2017	* 400.00 Pymt# 13
		* 387.70
TOTAL HUD		<u>85,430.06</u>
A T & T	Utilities - Phone - August 2017	* 15.05
Ansell, Grimm & Aaron, PC	Legal Services - TDB / Beachfront North II - July 2017	* 137.50 Pymt# 1
Ansell, Grimm & Aaron, PC	Legal Services - Pier Village III - July 2017	* 2,112.50 Pymt# 1
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 4,715.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 45,912.25
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 2,265.05
City of Long Branch Payroll Agency Account	To Reimburse Clearing Account - Payroll 08/25/2017	* 28,905.22
City of Long Branch Payroll Agency Account	Payroll - 08/25/2017	* 28,359.37
		* 545.85

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Danielle Golba and Associates
 Doug Thorman
 Leon S. Avakian
Long Branch Chamber of Commerce
 Master Consulting
 Monmouth Wire Computer
 MTAG Cust FIG Cap Inv NJ13, LLC
 MTAG Cust FIG Cap Inv NJ13, LLC
 New Jersey Natural Gas
 Northwind Mechanical Systems
 US Bank Cust Air Fund NJ Capon
 W.B. Mason Co, Inc

TOTAL TRUST OTHER

Stenographer - Zoning and Planning Boards
 RCA Housing Rehabilitation - L. Florida - Community Development
 Engineering Services - Zoning and Planning Boards
Rental of Office Space - Community Development - September 2017
 Engineering Services - Zoning and Planning Boards
 Computer & Electronic Scrap - July 2017 - IT Dept
 Tax Sale Premiums
 Tax Sale Premiums
 Utilities - Gas - August 2017
 Installation & Materials for Main Rooftop Air Conditioning Unit - Library
 Tax Sale Premiums
 Office Supplies - Community Development

235,109.61