

RESOLUTIONS ADOPTED BY CITY COUNCIL DECEMBER 11, 2017

R284-17 RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER FOR THE YEAR 2018 (DAVID SPAULDING)

R285-17 RESOLUTION APPROVING AND AUTHORIZING FIREWORKS DISPLAYS THROUGH THE 2018 CALENDAR YEAR

R286-17 RESOLUTION APPOINTING EMERGENCY MANAGEMENT COORDINATOR STAN DZIUBA

R287-17 RESOLUTION APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR CHARLES SHIRLEY

R288-17 RESOLUTION APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR KEVIN HAYES

R289-17 RESOLUTION APPOINTING EMERGENCY MANAGEMENT COORDINATOR CARL GRIFFIN

R290-17 RESOLUTION APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR JOSEPH VALENTINO

R291-17 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO LEASE APPROXIMATELY 1,500 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR CALENDAR YEAR 2018

R292-17 RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2018

R293-17 RESOLUTION AUTHORIZING CHANGE ORDER #3 TO CONTRACT FOR LONG BRANCH MUNICIPAL BUILDING UPGRADES HVAC (KAPPA CONSTRUCTION)

R294-17 RESOLUTION AUTHORIZING CHANGE ORDER #5 TO CONTRACT FOR LONG BRANCH MUNICIPAL BUILDING UPGRADES HVAC (KAPPA CONSTRUCTION)

R295-17 RESOLUTION AUTHORIZING CHANGE ORDER #4 TO CONTRACT FOR LONG BRANCH MUNICIPAL BUILDING UPGRADES HVAC (KAPPA CONSTRUCTION)

R296-17 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND LONG BRANCH PARTNERS, LLC

R297-17 RESOLUTION TO REFUND OVERPAYMENT OF 2017 TAXES (BLOCK 85 LOT 13.107)

R298-17 RESOLUTION 2017 BUDGET APPROPRIATIONS TRANSFERS

R299-17 RESOLUTION APPROVAL PAYMENT OF BILLS

R300-17 RESOLUTION APPROVING THE RENEWAL OF THE AMUSEMENT GAME LICENSE FOR PV AMUSEMENTS LLC FOR 2018

R# 284-17

**RESOLUTION DESIGNATING PUBLIC
AGENCY COMPLIANCE OFFICER FOR
THE YEAR 2018**

WHEREAS, pursuant to the requirements of PL 1975 Chapter 17 (NJAC 17:27), all public agencies shall designate an employee or official, to serve as its Public Agency Compliance Officer, (P.A.C.O.) and notify the State of New Jersey, Department of Treasury of said action; and

WHEREAS, the function of the Public Agency Compliance Officer is to maintain liaison with and assist the State Treasurer in the implementation of PL 1975, Chapter 127; and

WHEREAS, it would be in the City's best interest to designate the Purchasing Agent to act as the Public Agency Compliance Officer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that David Spaulding, Purchasing Agent is hereby designated as the City of Long Branch Public Agency Compliance Officer for a term to commence on January 1, 2017 and expire on December 31, 2018.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Affirmative Action Office of the State of New Jersey, Department of Treasury.

MOVED: *Billings*
SECONDED: *Bastelli*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. BOWLER, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 11th DAY OF December, 2017
Kathy L. Bowler
MUNICIPAL CLERK, R.H.C.

R# 285-17

**RESOLUTION APPROVING AND AUTHORIZING FIREWORK DISPLAYS
THROUGH THE 2018 CALENDAR YEAR**

WHEREAS, certain groups and entities request permission for firework displays throughout the calendar year; and

WHEREAS, the City Council of the City of Long Branch routinely approves such requests, so long as certain safety precautions and approvals are obtained from the Fire Official of the City; and

WHEREAS, the Council of the City of Long Branch has determined that a blanket approval for firework requests, pending review and approval of the Fire Official, is appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that firework displays may take place through the 2018 calendar year, provided that requests for such displays are made to the Fire Official, Kevin J. Hayes, Sr., and that said requests comply with all safety and other requirements as set forth by law and as required by the Fire Official including proof of proper insurance coverage by the requesting organization or group or individual.

MOVED: *Billings*

SECONDED: *Bastelli*

AYES: *5*

NAYS: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIMMY L. POLETT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, CORRECT AND COMPLETE COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *12-11-17* DAY OF *December*, 2017.
Kathy Scimes
MUNICIPAL CLERK, E.M.C.

R# 286-17

**RESOLUTION APPOINTING
EMERGENCY MANAGEMENT COORDINATOR
STAN DZIUBA**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Stan Dziuba as Emergency Management Coordinator for a three year term commencing January 1, 2018 and to expire on December 31, 2020.

MOVED: *Billings*
SECONDED: *Bastelli*
AYES: *5*
NAYES: *0*
ABSENT: *6*
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 FOLLOWING TO BE A TRUE, CORRECT AND COMPLETE COPY OF RESOLUTIONS ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 8-11-17

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12th DAY OF December 2017
Kathy L. Schmidt
MUNICIPAL CLERK, N.J.C.S.

R# 287-17

**RESOLUTION APPOINTING
DEPUTY EMERGENCY MANAGEMENT COORDINATOR
CHARLES SHIRLEY**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Charles Shirley as Deputy Emergency Management Coordinator for a three year term commencing January 1, 2018 and to expire on December 31, 2020.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ARTHUR L. SCHNEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTIONS ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 December, 2017
Arthur L. Schnez
MUNICIPAL CLERK, E.M.C.

R# 288-17

**RESOLUTION APPOINTING
DEPUTY EMERGENCY MANAGEMENT COORDINATOR
KEVIN HAYES**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Kevin Hayes as Deputy Emergency Management Coordinator for a three year term commencing January 1, 2018 and to expire on December 31, 2020.

MOVED: *Billings*

SECONDED: *Pastelli*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ANDREW L. SCHULTZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, CORRECT AND COMPLETE COPY OF
RESOLUTIONS ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 12th DAY OF DECEMBER, 2017
Andrew L. Schultz
MUNICIPAL CLERK, E.M.C.

R# 289-17

**RESOLUTION APPOINTING
EMERGENCY MANAGEMENT COORDINATOR
CARL GRIFFIN**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Carl Griffin as Deputy Emergency Management Coordinator for a three year term commencing January 1, 2018 and to expire on December 31, 2020.

MOVED: *Billings*

SECONDED: *Bastelli*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14th DAY OF December 2017
Kathy L. Schmeltz
MUNICIPAL CLERK, E.M.C.

R# 290-17

**RESOLUTION APPOINTING DEPUTY
EMERGENCY MANAGEMENT COORDINATOR
JOSEPH VALENTINO**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Joseph Valentino as Deputy Emergency Management Coordinator for a three year term commencing January 1, 2018 and to expire on December 31, 2020.

MOVED: *Billings*

SECONDED: *Bastelli*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
J. PETER A. SCHNEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, CORRECT AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 11th DAY OF December 2017
[Signature]
MUNICIPAL CLERK, R.E.C.

R# 291-17

**A RESOLUTION AUTHORIZING THE CITY OF LONG
BRANCH, DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT TO LEASE APPROXIMATELY 1,500
SQUARE FEET OF OFFICE SPACE FROM
THE GREATER LONG BRANCH CHAMBER OF COMMERCE
FOR CALENDAR YEAR 2018**

WHEREAS, the Greater Long Branch Chamber of Commerce own premises located at 226 Broadway in the City of Long Branch ; and

WHEREAS, the City of Long Branch ("the City") already leases space located at 226 Broadway; and

WHEREAS, the Office of Economic and Community Development of the City of Long Branch has a need for the use of a 1,500 square feet of space which cannot be provided to the Office of Economic and Community Development in any current City owned property; and

WHEREAS, the Greater Long Branch Chamber of Commerce is agreeable to leasing 1,500 square feet on the second floor at 226 Broadway in the City of Long Branch for use by the Office of Economic and Community Development and pursuant to the lease agreement annexed hereto and made part hereof; and

WHEREAS, the monthly rent will be \$1,650.00 payable on the first day of each month with the first payment due January 1st, 2018 for a total amount of \$19,800.00 per year; and

WHEREAS, said lease agreement is in the best interests of the citizens of the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #T-14-430-404, in the amount of \$19,800.00; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the agreement with the Greater Long Branch Chamber of Commerce for a 1 year lease of office space for the Office of Economic and Community Development, **for an amount not to exceed \$19,800.00**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF December 2017
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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


**AGREEMENT TO LEASE 1,500 SQUARE FEET OF OFFICE SPACE FROM
THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR OFFICE
OF ECONOMIC COMMUNITY DEVELOPMENT**

Said contract being made as follows:

GREATER LONG BRANCH CHAMBER OF COMMERCE \$19,800.00

Said funds being available in the form of:

#T-14-430-404- 19,800



Michael Martin, Chief Financial Officer

12/1/17

Date

LEASE AGREEMENT

This agreement is made on the 1st day of January, 2018,

Between **GREATER LONG BRANCH CHAMBER OF COMMERCE**

226 City of Long Branch,. County of Monmouth and State of New Jersey, herein designated as the "Landlord";

And **THE OFFICE OF ECONOMIC COMMUNITY DEVELOPMENT , CITY OF LONG BRANCH**

Located at 344 Broadway, City of Long Branch, County of Monmouth and State of New Jersey, herein designated as "Tenant";

Witnesseth that the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises:

The office is located on the second floor with approximately 1500 square feet of space ;

for a term of one (1) year, beginning **January 1, 2018**

Upon the following Conditions and Covenants:

1. Payable \$1,650 per month, payable on the first day of each month with the first payment due on **January 1st, 2018**, for a total amount of \$19,800 per year. The tenant will also be responsible for electricity and maintenance of the office space.
2. Either party has the right to terminate this Lease on sixty (60) days written notice to the other. The Tenant shall not be responsible for any damages to the Landlord as a result of economic conditions or otherwise, as a result of the Tenant's cancellation of this lease.
3. The City of Long Branch shall install phone lines for all communications systems and will insure all equipment owned by the Tenant.
4. Workmen's Compensation will insure all City employees.
5. The Landlord will provide property liability insurance.
6. The Tenant has examined the premises and has entered into this lease without any representations on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.

7. No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus or fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, shall belong to and become the properties of the Landlord and shall be surrendered with the premises as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.
8. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively damaged as to require practically a rebuilding thereof then the tenant shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees or subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make repairs herein and such insurance carriers shall have no recourse against the Landlord for reimbursement.
9. The Tenant agrees that the Landlord and the Landlord's agents, employees, or other representatives shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.
10. This Lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording or the date the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease or any such mortgage or mortgages. A refusal by the Tenant to execute such

instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

11. Any equipment, fixtures, goods or other property of the tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the tenant, and shall not be accountable to the tenant for any part of the proceeds of such sale, if any.
12. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casual loss or because of strike or other labor trouble or for any cause beyond the control of the Landlord.
13. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.
14. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations of promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

In Witness Whereof, the parties hereto have hereunder set their hands and seals, or caused these presents to be signed their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered in the
presence of or Attested by

**GREATER LONG BRANCH CHAMBER OF
COMMERCE**

By: _____
KATHY SCHMELZ, CLERK

By: _____
Chamber of Commerce
(Date)

Mayor Adam Schneider

By: _____
Tenant
(Date)

State of New Jersey, County of Monmouth SS:

Be it Remembered that on _____, before me, the subscriber, personally appeared KATHY SCHMELZ, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that she is the Clerk of the City of Long Branch, the Corporation named in the within instrument: that Adam Schneider is the Mayor of the City of Long Branch; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the City of Long Branch; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said Instrument is the proper corporate seal of said Corporation; and that the semi-affixed to said Instrument is the proper corporate seal and was hereto affixed and said Instrument signed and delivered by said Clerk as and for the voluntary act and deed of said Corporation, in presence of the deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me
the date aforesaid:

R# 292-17

CITY OF LONG BRANCH

RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2018

BE IT RESOLVED by the City Council of the City of Long Branch that they will hold their Council Meetings for the year 2018 as follows:

- January 9th and 23rd
- February 13th and 27th
- March 13th and 27th
- April 10th and 24th
- May 10th (Thursday) and 22nd
- June 12th and 26th
- July 10th and 24th
- August 14th and 28th
- September 13th (Thursday) and 25th
- October 9th and 23rd
- November 15th (Thursday) and 27th
- December 11th and 27th (Thursday)

Workshop & Regular Meetings will be held on the 2nd and 4th Tuesday of each month unless otherwise noted / advertised. Workshop Sessions begin at 6:00 p.m. – the public is invited to attend. Executive Session will immediately follow Workshop Sessions.

The regular Meeting will begin at 7:30 p.m. There is a public portion at this meeting.

Special meetings will be sent to the newspapers and posted on the City's website and bulletin boards for the public's information.

BE IT FURTHER RESOLVED that the above meetings will be held at Long Branch City Hall, 344 Broadway, second floor, Long Branch, NJ 07740.

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

OFFICE OF THE CLERK
CITY OF LONG BRANCH
I, *[Signature]*, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY AND FURNISHING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 11 DAY OF December, 2017.
[Signature]
MUNICIPAL CLERK, R.M.C.

R# 293-17

**RESOLUTION AUTHORIZING CHANGE ORDER #3
TO CONTRACT FOR LONG BRANCH
MUNICIPAL BUILDING UPGRADES HVAC**

WHEREAS, City Council approved a contract to **KAPPA CONSTRUCTION** for **MUNICIPAL BUILDING UPGRADES HVAC**, for an amount not to exceed **\$1,250,679.91** and

WHEREAS, during preliminary work by **KAPPA CONSTRUCTION**, it became apparent that the electrical feeder serving police radio equipment had to be updated; and

WHEREAS, the Engineer Alderson and Director of Public Works, contacted **KAPPA CONSTRUCTION** the Contractor, and secured a proposal for the necessary work and recommends that it is in the City's best interest to issue a change order for said work; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Appropriation # C-04-123-608 in the amount of **\$9,297.64**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Change Order #3 to the contract with **KAPPA CONSTRUCTION** in the amount of **\$9,297.64**, amending the total contract amount to a sum **not to exceed 1,259,977.55**

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

OFFERED:

SECOND:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Billings
Bastelli
5
0
0
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 FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 12-11-17

IN WITNESS WHEREOF, I HAVE HERETOFORE SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12th DAY OF DECEMBER 2017

Kathy L. Schreiber
MUNICIPAL CLERK, R.N.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

LONG BRANCH MUNICIPAL UPGRADES HVAC

Said contract being made as follows:

KAPPA CONSTRUCTION CHANGE ORDER #3 \$9,297.64

Said funds being available in the form of:

APPRO. # C-04-123-608, \$9,297.64



Michael Martin, Chief Financial Officer

12/1/17

Date



CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.3

Project: **Long Branch Municipal Building Upgrades**

Project No: LB17-____ AEI#16-660

Owner: City of Long Branch

Date: 11/09/2017

Contractor: Kappa Construction Corp.
3 Matilda Drive
Ocean, NJ 07712

Original Contract Amount.....	\$1,204,800.00
Previously Adjusted Contract Amount.....	\$1,250,679.91
Amount of this Supplemental Agreement.....	\$9,297.64
Total Adjusted Contract Amount To Date.....	\$1,259,977.55

You are requested to comply with the following changes from the contract plans and specifications:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
#01	Correct electrical feeder serving police radio equipment.	---	---	---	\$0.00	\$9,297.64

Total Decrease per this Agreement\$0.00

Total Increase per this Agreement \$9,297.64

Net Change in Contract Price due to this Agreement **\$9,297.64**

The Sum of \$9,297.64 is hereby added to the Total Contract Price and the total Adjusted Contract Price to date is hereby equal to

\$1,259,977.55

Reason for Change: Refer to attached PCO#9R

Recommended By:

RAFAEL CARRERO

(Engineer)

Date: 11/09/17

Accepted By:

Ellen Kamaratos

Ellen Kamaratos (Contractor)

Date: 11/9/17

Approved By:

(City)

Date: _____



293

CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.3

Project: **Long Branch Municipal Building Upgrades**

Project No: LB17-____ AEI#16-660

Owner: City of Long Branch

Date: 11/09/2017

Contractor: Kappa Construction Corp.
3 Matilda Drive
Ocean, NJ 07712

Original Contract Amount.....	\$1,204,800.00
Previously Adjusted Contract Amount.....	\$1,250,679.91
Amount of this Supplemental Agreement.....	\$9,297.64
Total Adjusted Contract Amount To Date.....	\$1,259,977.55

You are requested to comply with the following changes from the contract plans and specifications:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
#01	Correct electrical feeder serving police radio equipment.	---	---	---	\$0.00	\$9,297.64

Total Decrease per this Agreement\$0.00

Total Increase per this Agreement \$9,297.64

Net Change in Contract Price due to this Agreement **\$9,297.64**

The Sum of \$9,297.64 is hereby added to the Total Contract Price and the total Adjusted Contract Price to date is hereby equal to

\$1,259,977.55

Reason for Change: Refer to attached PCO#9R

Recommended By:

RAFAEL CARRERO

(Engineer)

Date: 11/09/17

Accepted By:

Ellen Kamaratos

(Contractor)
Ellen Kamaratos

Date: 11/9/17

Approved By:

(City)

Date: _____

**Long Branch Municipal Building HVAC Upgrades
Kappa Construction Corp.**

Potential Change Order Proposal #09 R

The following proposal includes costs associated with replacing the existing feeder to Panel EPJ, per the attached breakdown and sketch.

<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Subcontract</u>	<u>Subtotal</u>
Replace existing feeder for Panel EPJ Per attached breakdown and sketch.	----- =====	----- =====	----- =====	7,684.00 =====	7,684.00 =====
					\$7,684.00
Subcontractor Work Sub-total					\$7,684.00
Subcontractor Work Sub-total w/ 10% OH & 10% P					\$9,297.64
					=====
Total Proposal #09 R					\$9,297.64

As a result of the aforementioned work, we request that our Contract Time be increased by ZERO (0) Days.

Long Branch Municipal Bldg
10/31/2017
rev 2

[illegible]

Description Refeed existing panelboard EPJ as recommended.
Alt utilize 4#6 mc in lieu of 4#4 mc deduct \$500

P mgr P D'Onofrio

LONG BRANCH MUNICIPAL

PROPOSED

EXISTING CONDITION

100A 3P4W
MLO

EPJ - 3P70 - 45KVATrans
(EPJ)
(A) 1P20A

Up to Level 1

EXIST SWBD

1/4" x 6" GND

3P50A
EDP-D
EX PNL

UNDER FLOOR

EXISTING FEED RUNS T

EPJ
(EPJ)

CONE DRILL

New Feeder
1/4" x 6" GND

3P50A
EDP-D
New PNL

Notes

1) INSTALL NEW FEEDER

2) REMOVE EXISTING FEEDER



LITTLE SILVER ELECTRIC, INC.
Lighting the way since 1965!

Pat D'Onofrio
Vice-President

68 Birch Ave
Little Silver, NJ 07739

732.746.1777

10/31/2017

LITTLE SILVER ELECTRIC, INC.

License No. 7760

68 Birch Avenue - PO Box 308

Little Silver, NJ 07739

Telephone (732) 741-1222 Fax (732) 530-5925

REQUEST FOR INFORMATION

JOB NAME: Long Branch Municipal
CONTRACT # Renovations
TO (FIRM): Kappa Construction Corp
ATTN: Ellen Kamaratos

DATE: 10/19/2017
REQUEST FOR INFORMATION NO. E-11
REF. DWG. E-03
SUBJECT: panelboard EPJ feeder

QUESTION: .

.Field research found the following unforeseen condition.

The existing feeder to panelboard EPJ located on level 2 runs THRU the existing switchboard...

It probably was originally fed from the switchboard but was then switched over to the EM panelboard.
as it now feeds the police radio equipment.

We highly recommend removing the existing feeder and installing a new feeder to panel EPJ

CONTRACTORS PROPOSED SOLUTION:

Install a new feeder to panel EPJ as shown on our attached sketch.

Note This should be done prior to the switch over to the new electric service.

Cost Impact

TBD

DATE RESPOND NEEDED: __asap__

BY Patrick D'Onofrio

COPIES TO: Field
Joe T

BY: Patrick D'Onofrio
VP

REPLY:

R# 294-17

**RESOLUTION AUTHORIZING CHANGE ORDER #5
TO CONTRACT FOR LONG BRANCH
MUNICIPAL BUILDING UPGRADES HVAC**

WHEREAS, City Council approved a contract to **KAPPA CONSTRUCTION** for **MUNICIPAL BUILDING UPGRADES HVAC**, for an amount **not to exceed \$1,277,158.34** and

WHEREAS, during preliminary work by **KAPPA CONSTRUCTION**, it became apparent that the split system air conditioning units equipment had to be updated; and

WHEREAS, the Engineer Alderson and Director of Public Works, contacted **KAPPA CONSTRUCTION** the Contractor, and secured a proposal for the necessary work and recommends that it is in the City's best interest to issue a change order for said work; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Appropriation # C-04-123-608 in the amount of **\$32,526.01**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Change Order #5 to the contract with **KAPPA CONSTRUCTION** in the amount of **\$32,526.01**, amending the total contract amount to a sum **not to exceed 1,309,684.35**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHNEEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 11th DAY OF December, 2017

MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

LONG BRANCH MUNICIPAL UPGRADES HVAC

Said contract being made as follows:

KAPPA CONSTRUCTION CHANGE ORDER #5 \$32,526.01

Said funds being available in the form of:

APPRO. # C-04-123-608, \$32,526.01



Michael Martin, Chief Financial Officer

12/1/17

Date



CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.5

Project: **Long Branch Municipal Building Upgrades**

Project No: LB17-____ AEI#16-660

Owner: City of Long Branch

Date: 11/29/2017

Contractor: Kappa Construction Corp.
3 Matilda Drive
Ocean, NJ 07712

Original Contract Amount.....	\$1,204,800.00
Previously Adjusted Contract Amount.....	\$1,277,158.34
Amount of this Supplemental Agreement.....	\$32,526.01
Total Adjusted Contract Amount To Date.....	\$1,309,684.35

You are requested to comply with the following changes from the contract plans and specifications:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
#01	Add split system air conditioning units	---	---	---	\$0.00	\$32,526.01

Total Decrease per this Agreement

\$0.00

Total Increase per this Agreement

\$32,526.01

Net Change in Contract Price due to this Agreement

\$32,526.01

The Sum of \$32,526.01 is hereby added to the Total Contract Price and the total Adjusted Contract Price to date is hereby equal to

\$1,309,684.35

Reason for Change: Refer to attached PCO#08

Recommended By:

RAFAEL CARRERO

(Engineer)

Date: _____

Accepted By:

Allen Kamaratos

(Contractor)

Date: 11/29/17

Approved By:

(City)

Date: _____

**Long Branch Municipal Building HVAC Upgrades
Kappa Construction Corp.**

Potential Change Order Proposal #08

The following proposal includes costs associated with supplying and installing two new ductless split system heat pumps, with a total of (3) indoor ceiling cassettes, on the second floor of the building.

<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Subcontract</u>	<u>Subtotal</u>
Modify ductwork to accommodate new Ductless split systems.	-----	-----	-----	1,000.00	1,000.00
Supply and install new power and Control wiring for two new and t-stat. Split system heat pumps.	-----	-----	-----	10,861.00	10,861.00
Supply and install two new split system Heat pumps per Klima proposal attached. Labor is 2 men, 6 hours each at \$85/hour.	1,470.00	1,020.00	-----	4,800.00	7,290.00
Supply and install two equipment pads For two new condensing units - one Plastic pre-made pad for unit on existing Round stone, and one unit on new concrete Equipment pad. Labor is 2 men, 5 hours each At \$85/hour.	200.00	850.00	-----	-----	1,050.00
Supply and install refrigerant pipe and Insulation for two new split system heat Pumps. Labor is 2 men, 16 hours each at \$110/hour.	550.00	3,520.00	-----	-----	4,070.00
Perform system pressure test/vacuum, Supply and install additional refrigerant, And start up units. Labor is 1 man, 10 hours each at \$110/hour.	250.00	1,100.00	-----	-----	1,360.00
Supply and install new AC condensate Pipe. Labor is 1 man, 10 hours each at \$110/hour.	150.00	1,100.00	-----	-----	1,250.00
	=====	=====	=====	=====	=====
					\$26,881.00
Self Performed/Subcontractor Work Sub-total					\$26,881.00
Self Performed/Subcontractor Work Sub-total w/ 10% OH & 10% P					\$32,526.01
					=====
Total Proposal #08					\$32,526.01

As a result of the aforementioned work, we request that our Contract Time be increased by ZERO (0) Days.

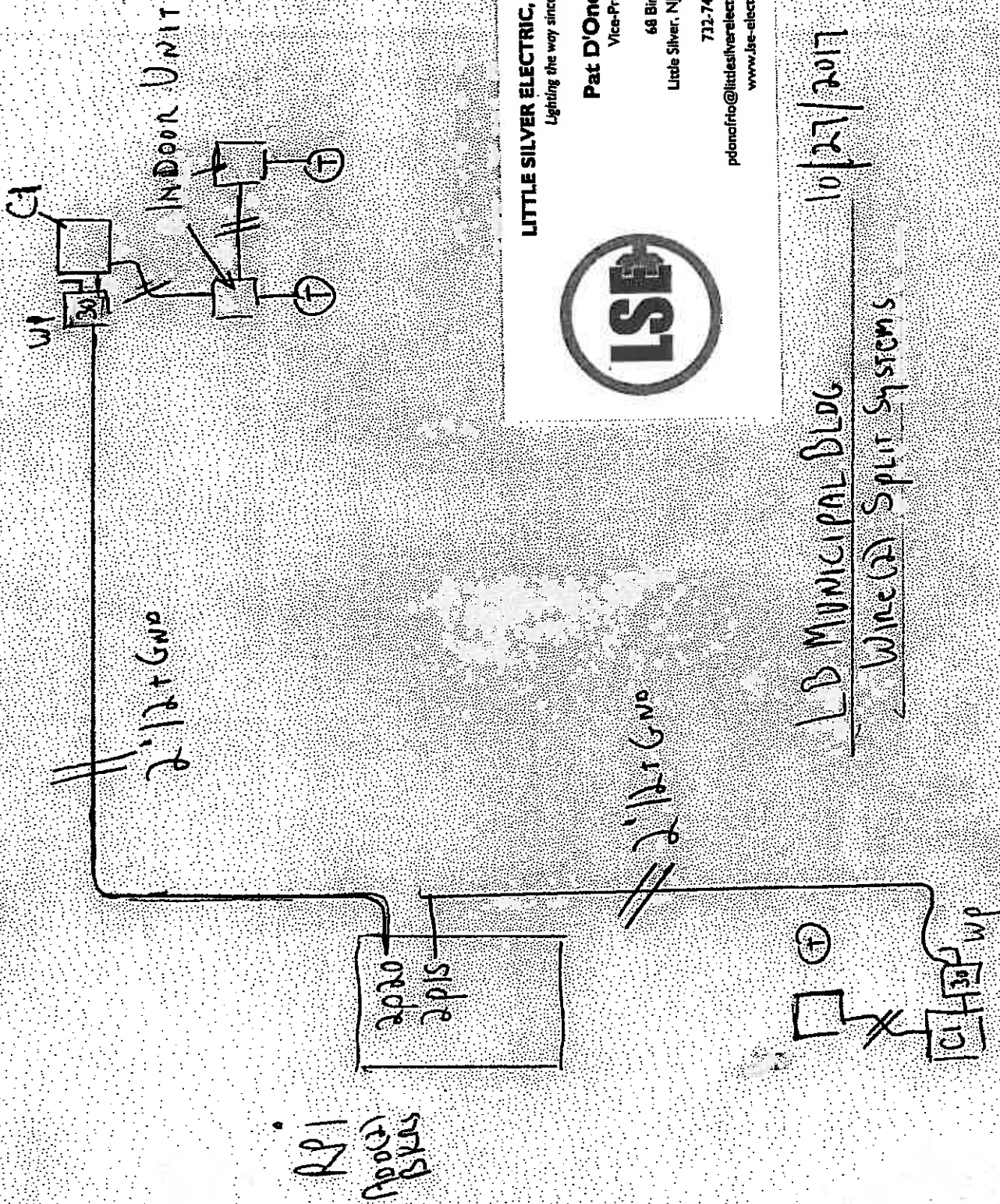
To Kappa Construction Corp
Attn Ellen Kamaratos

LITTLE SILVER ELECTRIC INC
COR # 6 wire added split systems

Long Branch Municipal Bldg
10/27/2017

Items	Materials				Labor		
	Quantity	Unit Price	Per	Amount	Unit	Per	Amount
				\$0			0.0
9 mbh cond 208v 1p	1	8.00	e	\$8	2	e	2.0
30a 2p fusible disc 3r	1	135.00	e	\$135	1.5	e	1.5
18 mbh cond 208v 1p	1	10.00	e	\$10	2	e	2.0
30a 2p fusible disc 3r	1	135.00	e	\$135	1.5	e	1.5
3/4" liquidtight w/ conn	2	35.00	e	\$70	0.7	e	1.4
existing panelboard			f	\$0		f	0.0
add 2p 15a circuit bkr " RPI"	1	90.00	e	\$90	1.2	e	1.2
add 2p 20a circuit bkr " RPI "	1	90.00	e	\$90	1	e	1.0
			f	\$0		f	0.0
12/2 mc cable w/ fittings	250	0.80	f	\$200	0.03	f	7.5
			f	\$0		f	0.0
#12 thhn	150	0.13	f	\$20	0.007	f	1.1
6" x 6" pull box	2	25.00	e	\$50	1	e	2.0
3/4" emt w/ fittings	60	0.65	f	\$39	0.07	f	4.2
3/4" conduit w/ cover & gasket	4	16.00	e	\$64	0.5	e	2.0
Indoor unit	3	5.00	e	\$15	1.5	e	4.5
2p 30a disconnect	3	58.00	e	\$174	1.5	e	4.5
12/2 mc w/ fittings	120	0.80	f	\$96	0.03	f	3.6
#12 thhn	100	0.13	f	\$13	0.007	f	0.7
thermostat (new)	3	0.00	e	\$0	1.5	e	4.5
thermostat (relocate existing)	2	0.00	e	\$0	1.5	e	3.0
			e	\$0		e	0.0
wiremold w/ fittings	50	2.00	f	\$100	0.12	f	6.0
" box	5	18.00	e	\$90	0.5	e	2.5
" 2g blank plate	2	18.00	e	\$36	0.25	e	0.5
			e	\$0		e	0.0
2c #18 stat cable	150	0.25	f	\$38	0.016	f	2.4
			e	\$0		e	0.0
			e	\$0		e	0.0
			e	\$0		e	0.0
cut & patch	4	30.00	e	\$120	1.5	e	6.0
			e	\$0		e	0.0
terminate and test	1	35.00	e	\$35	4	e	4.0
			e	\$0		e	0.0
			e	\$0		e	0.0
			e	\$0		e	0.0
Material & labor costs				\$1,627			69.6
							hrs
Material cost				\$1,627			
labor " Journeyman	69.6	98.00	hr	\$6,816			
F man	4.9	108.00	hr	\$533			
				\$0			
cost				\$8,976			
10% overhead				\$898			
sub total				\$9,874			
10% profit				\$987			
SELLING PRICE				\$10,861			

Description Wire (2) added split systems. P mgr P D'Onofrio



RPI
100021
Bkas

LITTLE SILVER ELECTRIC, INC.
Lighting the way since 1965!

Pat D'Onofrio
Vice-President

68 Birch Ave
Little Silver, NJ 07739

732-741-1222
pdonofrio@littlesilverelectric.com
www.lse-electric.com



LB MUNICIPAL BLDG
Wine (2) Split Systems
10/27/2017



Corporate Office:
425 McFarlan Rd., Ste. 209
Kennett Square, PA 19348

Phone: 610.444.0333
Fax: 610.444.0332

Sales Office:
363 Raritan Center Pkwy.
Edison, NJ 08837

Phone: 732.917.7412

Kappa Construction Corp.

Attn: Phil Kamaratos

Proposal

Project	City of Long Branch Municipal Building – Additional LG Splits
Date	October 23, 2017
Estimated by	Fred Missel
Proposal #	126360

We are pleased to offer the following equipment at the price and terms and conditions stated.

EQUIPMENT SUMMARY

***One (1) LG 1:1 Ductless Split System
One (1) LG 2:1 Multi-Zone Ductless Split System***

Furnish One (1) LG 1:1 Ductless Split System & One (1) LG 2:1 Multi-Zone Ductless Split System With 208-230/1/60 Electrical Service Complete As Follows:

Equipment: (1:1 Ductless Split System)

- Qty. (1) 9 MBH outdoor condensing unit
- Qty. (1) 9 MBH 4-way ceiling cassette indoor unit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat
- Qty. (1) grille kit for cassette

Equipment: (2:1 Multi-Zone Ductless Split System)

- Qty. (1) 18 MBH outdoor condensing unit
- Qty. (2) 7 MBH 4-way ceiling cassette indoor units
- Qty. (2) wired, wall mounted, 7-day programmable thermostats
- Qty. (2) grille kits for cassettes

Options & Accessories NOT Included:

- Startup
- Installation
- Labor warranty
- BAS integration
- Central controller integration



CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.5

Project: **Long Branch Municipal Building Upgrades**

Project No: LB17-____ AEI#16-660

Owner: City of Long Branch

Date: 11/29/2017

Contractor: Kappa Construction Corp.
3 Matilda Drive
Ocean, NJ 07712

Original Contract Amount.....	\$1,204,800.00
Previously Adjusted Contract Amount.....	\$1,277,158.34
Amount of this Supplemental Agreement.....	\$32,526.01
Total Adjusted Contract Amount To Date.....	\$1,309,684.35

You are requested to comply with the following changes from the contract plans and specifications:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
#01	Add split system air conditioning units	---	---	---	\$0.00	\$32,526.01

Total Decrease per this Agreement	\$0.00	
Total Increase per this Agreement		\$32,526.01
Net Change in Contract Price due to this Agreement		\$32,526.01

The Sum of \$32,526.01 is hereby added to the Total Contract Price and the total Adjusted Contract Price to date is hereby equal to

\$1,309,684.35

Reason for Change: Refer to attached PCO#08

Recommended By:

RAFAEL CARRERO BSS Date: _____
(Engineer)

Accepted By:

Ellen Kamaratos Date: 11/29/17
(Contractor) Ellen Kamaratos

Approved By:

(City) Date: _____

~~SECRET~~

**Long Branch Municipal Building HVAC Upgrades
Kappa Construction Corp.**

Potential Change Order Proposal #08

The following proposal includes costs associated with supplying and installing two new ductless split system heat pumps, with a total of (3) indoor ceiling cassettes, on the second floor of the building.

<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Subcontract</u>	<u>Subtotal</u>
Modify ductwork to accommodate new Ductless split systems.	-----	-----	-----	1,000.00	1,000.00
Supply and install new power and Control wiring for two new and t-stat. Split system heat pumps.	-----	-----	-----	10,861.00	10,861.00
Supply and install two new split system Heat pumps per Klima proposal attached. Labor is 2 men, 6 hours each at \$85/hour.	1,470.00	1,020.00	-----	4,800.00	7,290.00
Supply and install two equipment pads For two new condensing units - one Plastic pre-made pad for unit on existing Round stone, and one unit on new concrete Equipment pad. Labor is 2 men, 5 hours each At \$85/hour.	200.00	850.00	-----	-----	1,050.00
Supply and install refrigerant pipe and Insulation for two new split system heat Pumps. Labor is 2 men, 16 hours each at \$110/hour.	550.00	3,520.00	-----	-----	4,070.00
Perform system pressure test/vacuum, Supply and install additional refrigerant, And start up units. Labor is 1 man, 10 hours each at \$110/hour.	250.00	1,100.00	-----	-----	1,360.00
Supply and install new AC condensate Pipe. Labor is 1 man, 10 hours each at \$110/hour.	150.00	1,100.00	-----	-----	1,250.00
	=====	=====	=====	=====	=====
					\$26,881.00
Self Performed/Subcontractor Work Sub-total					\$26,881.00
Self Performed/Subcontractor Work Sub-total w/ 10% OH & 10% P					\$32,526.01
					=====
Total Proposal #08					\$32,526.01

As a result of the aforementioned work, we request that our Contract Time be increased by ZERO-(0) Days.

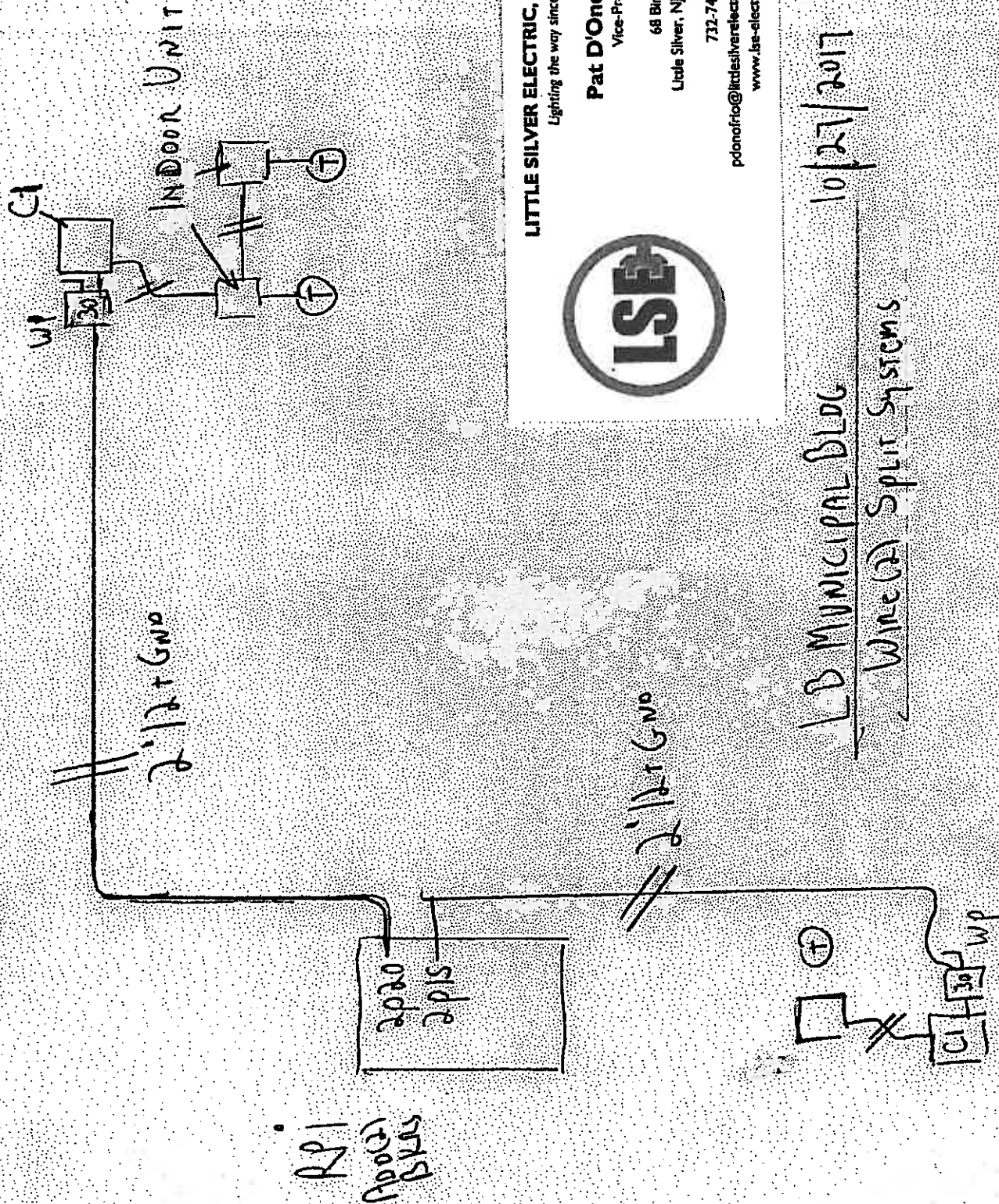
To Kappa Construction Corp
Attn Ellen Kamaratos

LITTLE SILVER ELECTRIC INC
COR # 6 wire added split systems

Long Branch Municipal Bldg
10/27/2017

Items	Materials				Labor		
	Quantity	Unit Price	Per	Amount	Unit	Per	Amount
				\$0			0.0
9 mbh cond 208v 1p	1	8.00	e	\$8	2	e	2.0
30a 2p fusible disc 3r	1	135.00	e	\$135	1.5	e	1.5
18 mbh cond 208v 1p	1	10.00	e	\$10	2	e	2.0
30a 2p fusible disc 3r	1	135.00	e	\$135	1.5	e	1.5
3/4" liquidtight w/ conn	2	35.00	e	\$70	0.7	e	1.4
existing panelboard			f	\$0		f	0.0
add 2p 15a circuit bkr " RPI"	1	90.00	e	\$90	1.2	e	1.2
add 2p 20a circuit bkr " RPI "	1	90.00	e	\$90	1	e	1.0
			f	\$0		f	0.0
12/2 mc cable w/ fittings	250	0.80	f	\$200	0.03	f	7.5
			f	\$0		f	0.0
#12 thhn	150	0.13	f	\$20	0.007	f	1.1
6" x 6" pull box	2	25.00	e	\$50	1	e	2.0
3/4" emt w/ fittings	60	0.65	f	\$39	0.07	f	4.2
3/4" conduit w/ cover & gasket	4	16.00	e	\$64	0.5	e	2.0
Indoor unit	3	5.00	e	\$15	1.5	e	4.5
2p 30a disconnect	3	58.00	e	\$174	1.5	e	4.5
12/2 mc w/ fittings	120	0.80	f	\$96	0.03	f	3.6
#12 thhn	100	0.13	f	\$13	0.007	f	0.7
thermostat (new)	3	0.00	e	\$0	1.5	e	4.5
thermostat (relocate existing)	2	0.00	e	\$0	1.5	e	3.0
			e	\$0		e	0.0
wiremold w/ fittings	50	2.00	f	\$100	0.12	f	6.0
" box	5	18.00	e	\$90	0.5	e	2.5
" 2g blank plate	2	18.00	e	\$36	0.25	e	0.5
			e	\$0		e	0.0
2c #18 stat cable	150	0.25	f	\$38	0.016	f	2.4
			e	\$0		e	0.0
			e	\$0		e	0.0
			e	\$0		e	0.0
cut & patch	4	30.00	e	\$120	1.5	e	6.0
			e	\$0		e	0.0
terminate and test	1	35.00	e	\$35	4	e	4.0
			e	\$0		e	0.0
			e	\$0		e	0.0
			e	\$0		e	0.0
Material & labor costs				\$1,627			69.6
							hrs
Material cost				\$1,627			
labor " Journeyman	69.6	98.00	hr	\$6,816			
F man	4.9	108.00	hr	\$533			
				\$0			
cost				\$8,976			
10% overhead				\$898			
sub total				\$9,874			
10% profit				\$987			
SELLING PRICE				\$10,861			

Description Wire (2) added split systems. P mgr P D'Onofrio



LITTLE SILVER ELECTRIC, INC.
Lighting the way since 1963!



Pat D'Onofrio
Vice-President

68 Birch Ave
Little Silver, NJ 07739

732-741-1222

pdonofrio@littlesilverelectric.com
www.lse-electric.com

LB MUNICIPAL BLDG
WINE (2) SPLIT SYSTEMS
10/27/2017



Corporate Office:
425 McFarlan Rd., Ste. 209
Kennett Square, PA 19348

Phone: 610.444.0333
Fax: 610.444.0332

Sales Office:
363 Raritan Center Pkwy.
Edison, NJ 08837

Phone: 732.917.7412

Kappa Construction Corp.

Attn: Phil Kamaratos

Proposal

Project	City of Long Branch Municipal Building – Additional LG Splits
Date	October 23, 2017
Estimated by	Fred Missel
Proposal #	126360

We are pleased to offer the following equipment at the price and terms and conditions stated.

EQUIPMENT SUMMARY

***One (1) LG 1:1 Ductless Split System
One (1) LG 2:1 Multi-Zone Ductless Split System***

Furnish One (1) LG 1:1 Ductless Split System & One (1) LG 2:1 Multi-Zone Ductless Split System With 208-230/1/60 Electrical Service Complete As Follows:

Equipment: (1:1 Ductless Split System)

- Qty. (1) 9 MBH outdoor condensing unit
- Qty. (1) 9 MBH 4-way ceiling cassette indoor unit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat
- Qty. (1) grille kit for cassette

Equipment: (2:1 Multi-Zone Ductless Split System)

- Qty. (1) 18 MBH outdoor condensing unit
- Qty. (2) 7 MBH 4-way ceiling cassette indoor units
- Qty. (2) wired, wall mounted, 7-day programmable thermostats
- Qty. (2) grille kits for cassettes

Options & Accessories NOT Included:

- Startup
- Installation
- Labor warranty
- BAS integration
- Central controller integration

R# 295-17

**RESOLUTION AUTHORIZING CHANGE ORDER #4
TO CONTRACT FOR LONG BRANCH
MUNICIPAL BUILDING UPGRADES HVAC**

WHEREAS, City Council approved a contract to **KAPPA CONSTRUCTION** for **MUNICIPAL BUILDING UPGRADES HVAC**, for an amount **not to exceed \$1,259,977.55** and

WHEREAS, during preliminary work by **KAPPA CONSTRUCTION**, it become apparent that the Council Chambers equipment had to be updated; and

WHEREAS, the Engineer Alderson and Director of Public Works, contacted **KAPPA CONSTRUCTION** the Contractor, and secured a proposal for the necessary work and recommends that it is in the City's best interest to issue a change order for said work; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Appropriation # C-04-123-608 in the amount of **\$17,180.79**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Change Order #4 to the contract with **KAPPA CONSTRUCTION** in the amount of **\$17,180.79**, amending the total contract amount to a sum **not to exceed 1,277,158.34**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ALAN L. SCHERZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 11 DAY OF DECEMBER, 2017
Alan L. Scherz
MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

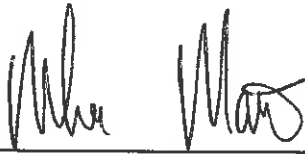
LONG BRANCH MUNICIPAL UPGRADES HVAC

Said contract being made as follows:

KAPPA CONSTRUCTION CHANGE ORDER #4 \$17,180.79

Said funds being available in the form of:

APPRO. # C-04-123-608, \$17,180.79



Michael Martin, Chief Financial Officer

Date



alderson
/engineering

CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.4

Project: Long Branch Municipal Building Upgrades

Project No: LB17-____ AEI#16-660

Owner: City of Long Branch

Date: 11/29/2017

Contractor: Kappa Construction Corp.
3 Matilda Drive
Ocean, NJ 07712

Original Contract Amount.....	\$1,204,800.00
Previously Adjusted Contract Amount.....	\$1,259,977.55
Amount of this Supplemental Agreement.....	\$17,180.79
Total Adjusted Contract Amount To Date.....	\$1,277,158.34

You are requested to comply with the following changes from the contract plans and specifications:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
#01	Add VRF Air Handling Unit to Council Caucus Room (missed during survey)	---	---	---	\$0.00	\$17,180.79

Total Decrease per this Agreement

\$0.00

Total Increase per this Agreement

\$17,180.79

Net Change in Contract Price due to this Agreement

\$17,180.79

The Sum of \$17,180.79 is hereby added to the Total Contract Price and the total

Adjusted Contract Price to date is hereby equal to

\$1,277,158.34

Reason for Change: Refer to attached PCO#06

Recommended By:

RAFAEL CARRERO

(Engineer)

Date: _____

Accepted By:

Ellen Karmaratos

(Contractor) Ellen Karmaratos

Date: 11/29/17

Approved By:

(City)

Date: _____

**Long Branch Municipal Building HVAC Upgrades
Kappa Construction Corp.**

Potential Change Order Proposal #06

The following proposal includes costs associated with re-piping of refrigerant piping to allow for new piping to run to an added fan coil unit, which will serve the Third Floor Council Caucus Room (IDU #7). The work associated with this change is per drawings from Alderson Engineering, provided on 10/16/17.

<u>Description</u>	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Subcontract</u>	<u>Subtotal</u>
Supply and install additional ductwork	-----	-----	-----	5,457.00	5,457.00
Supply and Install new duct insulation.	250.00	285.00	-----	-----	545.00
Supply and install new power and Control wiring for IDU #7 and t-stat.	-----	-----	-----	3,207.00	3,207.00
Supply and install new indoor unit, per Option #2 on Attached Klima proposal. Labor is 2 men, 3 hours each at \$85/hour.	1,470.00	510.00	-----	-----	1,980.00
Modify existing piping already installed; Supply and install new refrigerant piping And valves for new IDU-7. Labor is 2 men, 8 hours each at \$110/hour.	550.00	1,760.00	-----	-----	2,310.00
Supply and install additional refrigerant.	100.00	110.00	-----	-----	210.00
Supply and install new AC condensate Pipe. Labor is 1 man, 4 hours at \$110/hour.	50.00	440.00	-----	-----	490.00
	=====	=====	=====	=====	=====
					14,199.00
Self Performed/Subcontractor Work Sub-total					\$14,199.00
Self Performed/Subcontractor Work Sub-total w/ 10% OH & 10% P					\$17,180.79
					=====
Total Proposal #06					\$17,180.79

As a result of the aforementioned work, we request that our Contract Time be increased by ZERO (0) Days.

**ALL
COAST**

SHEET METAL CONTRACTOR
HVAC INSTALLATION, SALES & SERVICE
69 LAIRD AVENUE
NEPTUNE CITY, NJ 07753
732 988-4717 PHONE/FAX
ALLCOASTSERVICE@MSN.COM

Change Order Form

Prepared for: Kappa Construction

Date: 10/22/17

Project Name: Long Branch Municipal Building, Long Branch NJ

Change Order Number: 17-01 REVISED

The cost of additional work required by the Anderson Engineering, drawing M-102 received on 10/18/17 in relation to IDU-7 on level 2 serving council chambers level 3.

- | | |
|--|---------------|
| 1. Additional ductwork fab and deliver to site 325 lbs @ \$3.50 per lb | = \$ 1,137.00 |
| 2. Installation of new duct = 2 men 2 days = 32hrs @ \$135 hr | = \$ 4,320.0 |
| 3. | |

Total of change order: \$ 5,457.00

Print name: Authorized Agent

Address

Signature

Date

ACS will proceed only when change order is signed for approval by an authorized agent. Quote valid for 30 days

Long Branch Municipal Bldg
10/19/2017

[illegible]

Description	Wire added IDU#7..	P mgr P D'Onofrio
-------------	--------------------	-------------------



Corporate Office:
425 McFarlan Rd., Ste. 209
Kennett Square, PA 19348

Phone: 610.444.0333
Fax: 610.444.0332

Sales Office:
363 Raritan Center Pkwy.
Edison, NJ 08837

Phone: 732.917.7412

Kappa Construction Corp.

Attn: Phil Kamaratos

Proposal

Project	City of Long Branch Municipal Building – Add 3 Ton Unit
Date	October 10, 2017
Estimated by	Fred Missel
Proposal #	126360

We are pleased to offer the following equipment at the price and terms and conditions stated.

EQUIPMENT SUMMARY

Option 1: ADD HR Box

Option 2: ADD Y-Branch

Option 3: ADD 1:1 Split System

Option 1: Add HR Box Option: Add New 2-Port Heat Recovery Box (Piped In Series) To Serve New 3 Ton High Static Ducted Indoor Unit

Additional Equipment:

- Qty. (1) 3 ton high static ducted indoor unit
- Qty. (1) 2-port heat recovery box
- Qty. (1) 3-pipe y-branch kit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat

Option 2: Add Y-Branch Option: Add 2-Pipe Y-branch Kit After Existing 4-Port Heat Recovery Box To Serve 5 MBH Ceiling Cassette And New 3 Ton High Static Ducted Indoor Unit

Additional Equipment:

- Qty. (1) 3 ton high static ducted indoor unit
- Qty. (1) 2-pipe y-branch kit
- Qty. (1) 3-pipe y-branch kit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat

Option 3: Add 1:1 Split System: Add New 1:1 Split System

Additional Equipment:

- Qty. (1) 3 ton high static ducted indoor unit
- Qty. (1) 3 ton outdoor condensing unit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat

PRICING

Total price for the above bill of material, NET 30 days, FOB factory, freight prepaid and allowed, less any applicable taxes is:

OPTION 1 - Price \$ 2,480.00

OPTION 2 - Price \$ 1,470.00

OPTION 3 - Price \$ 4,500.00

Thank you for the opportunity to offer the above-listed equipment and service, as we look forward to working with you on this project. If you should have further questions, please do not hesitate to contact me.

Sincerely,

Fred Missel

Fred Missel

CUSTOMER ACCEPTANCE:

With the below signature the above scope of work has been accepted at the price and terms and conditions stated. Please proceed with securing needed services, equipment and/or materials to fulfill this obligation.

Signature

Name (Printed)

Date

Title

Customer PO #

PO Amount (\$)

ENERGY TRANSFER SOLUTIONS, LLC – TERMS AND CONDITIONS OF SALE

The Seller under these Terms and Conditions of Sale is one of the following: Energy Transfer Solutions, LLC, or d/b/a Energy Transfer Solutions, d/b/a Klima New Jersey as set forth in the specific quotation (the "Quotation") of which these Terms and Conditions of Sale form a part.

The person or entity purchasing from Seller goods and equipment (collectively, the "Goods"), including software or firmware which is preloaded or to be loaded into Goods (the "Software"), is referred to herein as the "Buyer". Buyer agrees that by purchasing the Goods, as set forth in the Quotation, it also agrees to accept all of the Terms and Conditions of Sale set forth herein.

1. **ORDER ACCEPTANCE:** No order issued by Buyer to Seller shall be binding on Seller unless Seller manifests its acceptance of such order either in writing or by commencement of performance hereunder. Seller reserves the right, at its sole discretion, to decline orders. Seller's acceptance of Buyer's order shall constitute a binding agreement between Buyer and Seller pursuant to the terms of the applicable Quotation, and the Terms and Conditions of Sale set forth herein which shall accompany the Quotation, as the same may be modified in writing by the parties hereto. No changes, reservations, or varying terms or conditions stated by Buyer in its purchase order or other document, or in any oral direction, shall be binding upon Seller unless expressly agreed to in writing by Seller. Acceptance of Buyer's order is subject to Seller's review and acceptance of Buyer's credit status.
2. **ITEMS PURCHASED:** Goods provided to Buyer may include equipment and/or Software incorporated in or provided separately for use with the Goods. Software is provided subject to the software provider's, or the software manufacturer's, standard license terms, which reserve title and grant Buyer a non-exclusive, royalty free license solely for (a) Buyer's use with the Goods provided, and (b) Buyer's adaptation for use with the Goods provided.
3. **RETURNED GOODS:** Advance written permission to return rejected Goods must be obtained from Seller. Except for warranty returns, such Goods must be new, unused, of current manufacture and free of all liens or other claims. Goods must be shipped freight prepaid by Buyer to Seller, and shall be subject to any handling charges which may be imposed by Seller. Goods returned without the prior written permission of Seller will not be accepted by Seller. Seller reserves the right to inspect Goods prior to authorizing their return. If Seller finds returned Goods to be defective, or not to be the Goods that were ordered by Buyer, it either will replace such defective or non-conforming Goods, or issue a credit to Buyer for such Goods in an amount equal to the billing price or current price of the Goods, whichever is lower, from which will be deducted an inspection and repackaging charge, and any reconditioning or restocking charges. No credit or replacement of Goods will be permitted, however, if the alleged defective or non-conforming Goods have been in Buyer's possession for more than thirty (30) days.
4. **SHIPMENT/DELIVERY:** Buyer acknowledges that Seller's shipping dates are estimates and are subject to change by Seller. Unless otherwise agreed to in writing by Seller, delivery terms shall be F.O.B. Seller's shipping point. Seller and the manufacturer of the Goods reserve the right to make partial shipments. In addition, when Seller's supply of certain Goods is insufficient to meet the current order requirements of Buyer, or upon the occurrence of any of the circumstances described in Section 7 below, Seller reserves the right to keep available a supply of the Goods for its own use or to allocate it among various customers as it, in its sole discretion, deems appropriate, and in such event Seller shall not be required to ship all or any part of Buyer's order. Seller shall have no liability to Buyer for its failure to ship some or all of the Goods ordered by Buyer under such circumstances. Risk of loss or damage and responsibility to insure shall pass from Seller to Buyer upon delivery to a carrier for shipment to Buyer. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages and/or damages must be acknowledged and signed for at the time of delivery. If Goods are held by Seller at Buyer's request, or due to Buyer's failure to supply shipping instructions, Seller may invoice Buyer for the full purchase price of the Goods and Buyer agrees to make payment. Goods held for Buyer by Seller, for whatever reason, are held at Buyer's risk and Buyer shall reimburse Seller for any insurance, storage or other costs incurred by Seller.
5. **PRICES:** Unless otherwise agreed in writing by Seller, prices for Goods are F.O.B. manufacturer's or Seller's shipping point (as applicable) with no discount. Prices quoted by Seller shall remain in effect for the period stated in Seller's Quotation or, if none stated, thirty (30) days after the date of same. If Seller does not receive, within such time period, an unconditional authorization from Buyer to ship Goods, Seller shall have the option to change the price for such Goods to that prevailing at the time of shipment. Prices and license fees do not include installation, freight, handling, hoisting, rigging, insurance or storage charges, unless otherwise agreed by Seller in writing. Prices and license fees also do not include taxes or duties imposed on the manufacture, sale, delivery or use of the Goods; such assessments are for Buyer's account and Seller will add such assessment to the price stated absent Seller's receipt of Buyer's proper exemption certificate.
6. **PAYMENT/SECURITY INTEREST:** Terms of payment are subject at all times to prior approval of Seller's credit department. In the absence of any special payment terms, payment is due in U.S. currency net thirty (30) days from the date of Seller's invoice, time being of the essence. Any payment not made when due shall be subject to an interest charge at the lesser of the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by law. Partial shipment of Goods will be invoiced and shall be payable in accordance with these terms. Buyer grants Seller a security interest in the Goods and products, proceeds and receivables therefrom and agrees to execute a financing statement confirming such interest upon Seller's request. Seller may exercise any applicable mechanics lien rights, or demand different terms of payment including, but not limited to, advance cash payment, whenever it appears to Seller that circumstances, including the financial condition of Buyer, require such measures. Buyer agrees to take all measures necessary to comply with any new payment terms imposed by Seller. If Buyer fails to comply with payment terms, Seller may elect to terminate this Agreement or suspend performance under this or other agreements with Buyer and: (a) with or without legal process and using such force as may be lawful and necessary, enter into or upon the premises where the Goods are located and take possession of them, (b) cancel all warranties herein, and/or (c) pursue any additional remedies provided by law. Buyer shall be liable to Seller for all expenses, including court costs and reasonable attorney's fees, relating to the collection of past due amounts.
7. **DELAYS:** Seller shall not be liable or responsible for costs, expenses or damages due to non-performance or a delay in performance where such non-performance or delay arises from a delay in approval or disapproval by Seller's credit department, or from one or more causes beyond its reasonable control, including, but not limited to, natural disasters, acts of government, power failure, fire, flood, acts of God, civil disorders, labor disputes, riots, acts of war, acts of terrorism, epidemics, or labor, material, or transportation shortages. Deliveries of Goods or other Seller performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer of the foregoing; but Buyer's and Seller's performance hereunder shall otherwise remain unaffected. If Seller determines that its ability to supply the total amount of Goods ordered, or to obtain material used in the manufacture of Goods, is hindered, limited or made impractical due to causes set forth in this paragraph, Seller may allocate its available supply of Goods or material among its various customers on such basis as Seller determines to be equitable without liability to Buyer for any failure of performance which may result therefrom.
8. **MODIFICATIONS/POSTPONEMENTS/CANCELLATIONS:** No order of Buyer may be modified, postponed, or cancelled, without the prior written consent of Seller. As a condition to consenting to any such modification, postponement or cancellation, Seller reserves the right to impose special charges for the additional costs it will incur by reason of such action.
9. **LIMITED WARRANTY:** At the time of Buyer's purchase of the Goods, it shall receive the manufacturer's standard warranty, if any. Such warranty shall be the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are expressly incorporated herein by reference. The manufacturer's warranty may be modified only in writing signed by a duly authorized representative of the manufacturer. Other than as may be provided under the manufacturer's warranty, Buyer assumes all responsibility for any loss, damage or injury to persons or property arising out of, connected with, or resulting from, the use of Goods, either alone or in combination with other goods whether supplied by Seller or otherwise. Buyer acknowledges that any technical advice furnished by Seller with respect to the use of the Goods is given without charge and Seller assumes no obligation or liability to Buyer for the advice given or results obtained; all such advice is given by Seller and accepted by Buyer at Buyer's risk.

THE MANUFACTURER'S WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITATION OF WARRANTY APPLIES WHETHER OR NOT THE INTENDED PURPOSE OR USE OF THE GOODS BY BUYER HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE AND WHETHER OR NOT THE GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR BUYER'S INTENDED USE OR PURPOSE.

The warranty obligations provided herein are conditioned upon timely receipt of all payments in accordance with the payment terms set forth in the Quotation and these Terms and Conditions. During the period any amounts are overdue from Buyer, there shall be no warranty obligations in effect. The warranty expiration date shall not be extended from the date Buyer pays any overdue amount. To the extent that Seller has relied upon any Buyer specifications, information, representations, or other data in the selection or design of Goods for Buyer, or the preparation of the Quotation, and conditions arise which render such specifications, representations, information or other data to be incorrect or invalid, Seller's warranty and other provisions of the Quotation or these Terms and Conditions that are affected by such conditions shall no longer remain effective.

ENERGY TRANSFER SOLUTIONS, LLC – TERMS AND CONDITIONS OF SALE

10. **INFRINGEMENT:** Seller represents that to the best of its knowledge and belief, the Goods provided hereunder do not infringe upon any valid U.S. patent, trademark or copyright in existence on the date of shipment. Seller will defend at its expense any action brought against Buyer to the extent it is based on a claim the Goods supplied by Seller infringe a valid United States patent, trademark or copyright, except as provided below. Seller will pay those costs and damages finally awarded against Buyer in any such claim, but such defense and payments are conditioned upon the following:
- (a) Seller shall be notified promptly in writing by Buyer of the assertion of such a claim or the filing of suit, and Buyer will provide copies of all papers served upon it; (b) Seller shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (c) should the Goods or the operation thereof become or, in Seller's opinion be likely to become, the subject of a claim of infringement of a valid United States patent, trademark or copyright, Buyer shall permit Seller, at Seller's option and expense to: (i) procure for Buyer the right to continue using the Goods, (ii) replace or modify the Goods so they become non-infringing, (iii) grant Buyer a credit for such Goods, as depreciated, and accept return of same, or (iv) cancel future deliveries of Goods without liability to Buyer. Depreciation shall be calculated by Seller as an equal amount per year over the life of the Goods.
- Seller shall have no liability to Buyer with respect to any claim of patent, trademark, copyright, or other infringement based upon:
- (aa) (i) Combination or utilization by Buyer of Goods furnished under the Quotation with any incompatible equipment or devices, (ii) the modification by Buyer of Goods furnished under the Quotation, or (iii) Seller's compliance with Buyer's design specifications. As to any claim arising under this paragraph (aa), Buyer will defend, indemnify and hold harmless Seller from all costs, expenses, losses, damages and attorney's fees resulting therefrom.
- In addition, Seller shall have no liability to Buyer with respect to any claim of patent, trademark, copyright, or other infringement if Buyer has not made full payment to Seller in accordance with the payment terms set forth in the Quotation and these Terms and Conditions. The foregoing states the entire liability of Seller with respect to infringement of patents, trademarks, copyrights and other proprietary information.
11. **LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY FOR (A) DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS OR (B) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, PROFIT, OR REVENUE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, THAT ARE INCURRED BY BUYER AS A RESULT OF SELLER'S NON-PERFORMANCE OR CANCELLATION OF ITS AGREEMENT TO FURNISH GOODS HEREUNDER, WHETHER ANY CLAIM IS BASED UPON A THEORY OF INFRINGEMENT, BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.
12. **LIMITATION OF REMEDY:** SECTION 9 (LIMITED WARRANTY), SECTION 10 (INFRINGEMENT) AND SECTION 11 (LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES) PROVIDE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTIES OR OTHER CLAIMS AGAINST SELLER IN CONNECTION WITH THE SALE OF THE GOODS.
13. **CHANGES:** The manufacturer of the Goods reserves the right to make any changes in the model and design of the Goods and/or Software without obligation to alter similar Goods and/or Software previously sold. Buyer may, in writing, within the scope of the accepted order, request changes in the established specifications or delivery schedules. If the manufacturer agrees to such changes and these changes alter the amount due the manufacturer from Seller for the Goods or the time required for performance hereunder, the price of Goods ordered, any license fees, and/or the time for performance, shall be equitably adjusted.
14. **CANCELLATION:** This Agreement or any part of it is subject to cancellation by Seller if any of the conditions specified in the Quotation, or in these Terms and Conditions, is not met by Buyer or if Buyer becomes insolvent or bankrupt. In the event of cancellation for any such reasons, Seller is under no obligation to pay Buyer for any expenses, costs, claims or liabilities incurred or suffered by Buyer by reason of such cancellation, and Seller may retain any portion of the purchase price pre-paid by Buyer as liquidated damages. Seller retains all rights to any other remedies it may have against Buyer. Buyer may cancel orders herein only upon reasonable advance written notice to Seller and upon payment to Seller of Seller's cancellation charges, which include all costs and expenses incurred by Seller in the course of performance through the date of cancellation, and amounts adequate to cover any commitments made by Seller, losses suffered by Seller, and Seller's anticipated profit on the sale of the Goods.
15. **DRAWINGS/DOCUMENTATION:** Seller's prints or drawings (and the technology depicted) which are furnished to Buyer in connection with the sale of the Goods are the property of Seller and Seller retains all patents, copyrights, and other intellectual property rights including, without limitation, exclusive rights of use, license or sale. Buyer's possession of such prints or drawings does not grant Buyer any rights or license, express or implied therein and Buyer shall, upon Seller's request, return immediately all copies of such prints or drawings to Seller.
16. **EXPORT:** Each party hereby agrees to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other domestic or foreign agency or authority. Neither party shall export or allow the export or re-export of Goods to be supplied hereunder without obtaining any required license or authorization at time of shipment. Buyer agrees that Seller shall not be liable to Buyer if such license or authorization is unavailable. Buyer shall assume the risk and cost of obtaining any such licenses and authorizations.
17. **NUCLEAR:** If Goods supplied hereunder are to be used in nuclear applications, including without limitation, any power generation facility, Buyer shall fully defend, indemnify and hold harmless Seller pursuant to Seller's Special Nuclear Terms of Sale, a copy of which is available upon request.
18. **CONFIDENTIALITY:** Buyer acknowledges and agrees that in the course of ordering and receiving the Goods from Seller, Buyer may gain access to private or confidential information of Seller, including but not limited to, technical information, designs, processes, formulas, procedures, and customer information (collectively, the "Confidential Information"). Buyer agrees that (i) all Confidential Information shall remain the exclusive property of Seller, (ii) it shall maintain the confidentiality and secrecy of the Confidential Information, (iii) it shall limit disclosure, and share copies, of the Confidential Information only with those employees or agents who need access thereto, and neither Buyer nor such employees or agents shall disclose or share the confidential information with any other parties, and (iv) it shall return or destroy all copies of Confidential Information upon the request of Seller. In the event of any breach by Buyer of any of its obligations in this paragraph, Seller shall have the right, and is hereby granted the privilege, of obtaining injunctive relief and/or specific enforcement of Buyer's obligations hereunder in any court of competent jurisdiction (and Seller shall be entitled to reimbursement from Buyer for its court costs and legal fees in seeking such relief or enforcement).
19. **APPLICABLE LAW:** This Agreement shall be governed by and performance construed in accordance with the domestic laws and Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania, without reference to its choice or conflict of laws or principles.
20. **SEVERABILITY:** If any section or part of this Agreement is or becomes illegal, unenforceable or invalid, then such part or section shall be stricken from this Agreement and shall not affect the remaining parts or sections which shall remain enforceable and valid.
21. **ASSIGNMENT/DELEGATION:** Buyer shall not assign any rights or delegate any duties pertaining to the sale of the Goods, whether arising under the Quotation, or these Terms and Conditions, without the prior written consent of Seller. Any assignment or delegation without such consent shall be void.
22. **MODIFICATIONS:** Any agreement which modifies, changes or supplements the Quotation, or these Terms and Conditions, shall only be valid if in writing and signed by a duly authorized officer of Seller. No Seller associate or representative (other than an officer) is authorized to alter the terms governing the sale of the Goods.
23. **FINAL AND COMPLETE AGREEMENT:** The terms and conditions of the Quotation, and these Terms and Conditions, represent the final and complete agreement between the parties with respect to the sale of the Goods, and supersede all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject matter.
24. **ARBITRATION:** All claims, disputes, or controversies arising out of or relating to a Quotation or these Terms and Conditions, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. The parties agree to be bound by the decision or award of the arbitrator(s), which shall be final, and the prevailing party may enter judgment pursuant to such decision or award in any court having jurisdiction thereof. The arbitration shall be held in Philadelphia, Pennsylvania unless another site is mutually agreed upon by the parties.



CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.4

Project: **Long Branch Municipal Building Upgrades**

Project No: LB17-____ AEI#16-660

Owner: City of Long Branch

Date: 11/29/2017

Contractor: Kappa Construction Corp.
3 Matilda Drive
Ocean, NJ 07712

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Total Increase per this Agreement

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Net Change in Contract Price due to this Agreement

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The Sum of \$17,180.79 is hereby added to the Total Contract Price and the total Adjusted Contract Price to date is hereby equal to

\$1,277,158.34

Reason for Change: Refer to attached PCO#06

Recommended By:

RAFAEL CARREÑO

(Engineer)

Date: _____

Accepted By:

Ellen Kamaratos

(Contractor)

Date: 11/29/17

Approved By:

(City)

Date: _____

**Long Branch Municipal Building HVAC Upgrades
Kappa Construction Corp.**

Potential Change Order Proposal #06

The following proposal includes costs associated with re-piping of refrigerant piping to allow for new piping to run to an added fan coil unit, which will serve the Third Floor Council Caucus Room (IDU #7). The work associated with this change is per drawings from Alderson Engineering, provided on 10/16/17.

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	=====	=====	=====	=====	=====
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					=====
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As a result of the aforementioned work, we request that our Contract Time be increased by ZERO (0) Days.

**ALL
Coast**

SHEET METAL CONTRACTOR
HVAC INSTALLATION, SALES & SERVICE
69 LAIRD AVENUE
NEPTUNE CITY, NJ 07753
732 988-4717 PHONE/FAX
ALLCOASTSERVICE@MSN.COM

Change Order Form

Prepared for: Kappa Construction

Date: 10/22/17

Project Name: Long Branch Municipal Building, Long Branch NJ

Change Order Number: 17-01 REVISED

The cost of additional work required by the Anderson Engineering, drawing M-102 received on 10/18/17 in relation to IDU-7 on level 2 serving council chambers level 3.

- | | |
|--|---------------|
| 1. Additional ductwork fab and deliver to site 325 lbs @ \$3.50 per lb | = \$ 1,137.00 |
| 2. Installation of new duct = 2 men 2 days = 32hrs @ \$135 hr | = \$ 4,320.0 |
| 3. | |

Total of change order: \$ 5,457.00

Print name: Authorized Agent

Address

Signature

Date

ACS will proceed only when change order is signed for approval by an authorized agent. Quote valid for 30 days

Long Branch Municipal Bldg
10/19/2017

[illegible]

Description	Wire added IDU#7..	P mgr P D'Onofrio
-------------	--------------------	-------------------



Corporate Office:
425 McFarlan Rd., Ste. 209
Kennett Square, PA 19348

Phone: 610.444.0333
Fax: 610.444.0332

Sales Office:
363 Raritan Center Pkwy.
Edison, NJ 08837

Phone: 732.917.7412

Kappa Construction Corp.

Attn: Phil Kamaratos

Proposal

Project	City of Long Branch Municipal Building – Add 3 Ton Unit
Date	October 10, 2017
Estimated by	Fred Missel
Proposal #	126360

We are pleased to offer the following equipment at the price and terms and conditions stated.

EQUIPMENT SUMMARY

Option 1: ADD HR Box

Option 2: ADD Y-Branch

Option 3: ADD 1:1 Split System

Option 1: Add HR Box Option: Add New 2-Port Heat Recovery Box (Piped In Series) To Serve New 3 Ton High Static Ducted Indoor Unit

Additional Equipment:

- Qty. (1) 3 ton high static ducted indoor unit
- Qty. (1) 2-port heat recovery box
- Qty. (1) 3-pipe y-branch kit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat

Option 2: Add Y-Branch Option: Add 2-Pipe Y-branch Kit After Existing 4-Port Heat Recovery Box To Serve 5 MBH Ceiling Cassette And New 3 Ton High Static Ducted Indoor Unit

Additional Equipment:

- Qty. (1) 3 ton high static ducted indoor unit
- Qty. (1) 2-pipe y-branch kit
- Qty. (1) 3-pipe y-branch kit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat

Option 3: Add 1:1 Split System: Add New 1:1 Split System

Additional Equipment:

- Qty. (1) 3 ton high static ducted indoor unit
- Qty. (1) 3 ton outdoor condensing unit
- Qty. (1) wired, wall mounted, 7-day programmable thermostat

PRICING

Total price for the above bill of material, NET 30 days, FOB factory, freight prepaid and allowed, less any applicable taxes is:

OPTION 1 - Price \$ 2,480.00

OPTION 2 - Price \$ 1,470.00

OPTION 3 - Price \$ 4,500.00

Thank you for the opportunity to offer the above-listed equipment and service, as we look forward to working with you on this project. If you should have further questions, please do not hesitate to contact me.

Sincerely,

Fred Missel

Fred Missel

CUSTOMER ACCEPTANCE:

With the below signature the above scope of work has been accepted at the price and terms and conditions stated. Please proceed with securing needed services, equipment and/or materials to fulfill this obligation.

Signature

Name (Printed)

Date

Title

Customer PO #

PO Amount (\$)

ENERGY TRANSFER SOLUTIONS, LLC – TERMS AND CONDITIONS OF SALE

The Seller under these Terms and Conditions of Sale is one of the following: Energy Transfer Solutions, LLC, or d/b/a Energy Transfer Solutions, d/b/a Klima New Jersey as set forth in the specific quotation (the "Quotation") of which these Terms and Conditions of Sale form a part.

The person or entity purchasing from Seller goods and equipment (collectively, the "Goods"), including software or firmware which is preloaded or to be loaded into Goods (the "Software"), is referred to herein as the "Buyer". Buyer agrees that by purchasing the Goods, as set forth in the Quotation, it also agrees to accept all of the Terms and Conditions of Sale set forth herein.

1. **ORDER ACCEPTANCE:** No order issued by Buyer to Seller shall be binding on Seller unless Seller manifests its acceptance of such order either in writing or by commencement of performance hereunder. Seller reserves the right, at its sole discretion, to decline orders. Seller's acceptance of Buyer's order shall constitute a binding agreement between Buyer and Seller pursuant to the terms of the applicable Quotation, and the Terms and Conditions of Sale set forth herein which shall accompany the Quotation, as the same may be modified in writing by the parties hereto. No changes, reservations, or varying terms or conditions stated by Buyer in its purchase order or other document, or in any oral direction, shall be binding upon Seller unless expressly agreed to in writing by Seller. Acceptance of Buyer's order is subject to Seller's review and acceptance of Buyer's credit status.
2. **ITEMS PURCHASED:** Goods provided to Buyer may include equipment and/or Software incorporated in or provided separately for use with the Goods. Software is provided subject to the software provider's, or the software manufacturer's, standard license terms, which reserve title and grant Buyer a non-exclusive, royalty free license solely for (a) Buyer's use with the Goods provided, and (b) Buyer's adaptation for use with the Goods provided.
3. **RETURNED GOODS:** Advance written permission to return rejected Goods must be obtained from Seller. Except for warranty returns, such Goods must be new, unused, of current manufacture and free of all liens or other claims. Goods must be shipped freight prepaid by Buyer to Seller, and shall be subject to any handling charges which may be imposed by Seller. Goods returned without the prior written permission of Seller will not be accepted by Seller. Seller reserves the right to inspect Goods prior to authorizing their return. If Seller finds returned Goods to be defective, or not to be the Goods that were ordered by Buyer, it either will replace such defective or non-conforming Goods, or issue a credit to Buyer for such Goods in an amount equal to the billing price or current price of the Goods, whichever is lower, from which will be deducted an inspection and repackaging charge, and any reconditioning or restocking charges. No credit or replacement of Goods will be permitted, however, if the alleged defective or non-conforming Goods have been in Buyer's possession for more than thirty (30) days.
4. **SHIPMENT/DELIVERY:** Buyer acknowledges that Seller's shipping dates are estimates and are subject to change by Seller. Unless otherwise agreed to in writing by Seller, delivery terms shall be F.O.B. Seller's shipping point. Seller and the manufacturer of the Goods reserve the right to make partial shipments. In addition, when Seller's supply of certain Goods is insufficient to meet the current order requirements of Buyer, or upon the occurrence of any of the circumstances described in Section 7 below, Seller reserves the right to keep available a supply of the Goods for its own use or to allocate it among various customers as it, in its sole discretion, deems appropriate, and in such event Seller shall not be required to ship all or any part of Buyer's order. Seller shall have no liability to Buyer for its failure to ship some or all of the Goods ordered by Buyer under such circumstances. Risk of loss or damage and responsibility to insure shall pass from Seller to Buyer upon delivery to a carrier for shipment to Buyer. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages and/or damages must be acknowledged and signed for at the time of delivery. If Goods are held by Seller at Buyer's request, or due to Buyer's failure to supply shipping instructions, Seller may invoice Buyer for the full purchase price of the Goods and Buyer agrees to make payment. Goods held for Buyer by Seller, for whatever reason, are held at Buyer's risk and Buyer shall reimburse Seller for any insurance, storage or other costs incurred by Seller.
5. **PRICES:** Unless otherwise agreed in writing by Seller, prices for Goods are F.O.B. manufacturer's or Seller's shipping point (as applicable) with no discount. Prices quoted by Seller shall remain in effect for the period stated in Seller's Quotation or, if none stated, thirty (30) days after the date of same. If Seller does not receive, within such time period, an unconditional authorization from Buyer to ship Goods, Seller shall have the option to change the price for such Goods to that prevailing at the time of shipment. Prices and license fees do not include installation, freight, handling, hoisting, rigging, insurance or storage charges, unless otherwise agreed by Seller in writing. Prices and license fees also do not include taxes or duties imposed on the manufacture, sale, delivery or use of the Goods; such assessments are for Buyer's account and Seller will add such assessment to the price stated absent Seller's receipt of Buyer's proper exemption certificate.
6. **PAYMENT/SECURITY INTEREST:** Terms of payment are subject at all times to prior approval of Seller's credit department. In the absence of any special payment terms, payment is due in U.S. currency net thirty (30) days from the date of Seller's invoice, time being of the essence. Any payment not made when due shall be subject to an interest charge at the lesser of the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by law. Partial shipment of Goods will be invoiced and shall be payable in accordance with these terms. Buyer grants Seller a security interest in the Goods and products, proceeds and receivables therefrom and agrees to execute a financing statement confirming such interest upon Seller's request. Seller may exercise any applicable mechanics lien rights, or demand different terms of payment including, but not limited to, advance cash payment, whenever it appears to Seller that circumstances, including the financial condition of Buyer, require such measures. Buyer agrees to take all measures necessary to comply with any new payment terms imposed by Seller. If Buyer fails to comply with payment terms, Seller may elect to terminate this Agreement or suspend performance under this or other agreements with Buyer and: (a) with or without legal process and using such force as may be lawful and necessary, enter into or upon the premises where the Goods are located and take possession of them, (b) cancel all warranties herein, and/or (c) pursue any additional remedies provided by law. Buyer shall be liable to Seller for all expenses, including court costs and reasonable attorney's fees, relating to the collection of past due amounts.
7. **DELAYS:** Seller shall not be liable or responsible for costs, expenses or damages due to non-performance or a delay in performance where such non-performance or delay arises from a delay in approval or disapproval by Seller's credit department, or from one or more causes beyond its reasonable control, including, but not limited to, natural disasters, acts of government, power failure, fire, flood, acts of God, civil disorders, labor disputes, riots, acts of war, acts of terrorism, epidemics, or labor, material, or transportation shortages. Deliveries of Goods or other Seller performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer of the foregoing; but Buyer's and Seller's performance hereunder shall otherwise remain unaffected. If Seller determines that its ability to supply the total amount of Goods ordered, or to obtain material used in the manufacture of Goods, is hindered, limited or made impractical due to causes set forth in this paragraph, Seller may allocate its available supply of Goods or material among its various customers on such basis as Seller determines to be equitable without liability to Buyer for any failure of performance which may result therefrom.
8. **MODIFICATIONS/POSTPONEMENTS/CANCELLATIONS:** No order of Buyer may be modified, postponed, or cancelled, without the prior written consent of Seller. As a condition to consenting to any such modification, postponement or cancellation, Seller reserves the right to impose special charges for the additional costs it will incur by reason of such action.
9. **LIMITED WARRANTY:** At the time of Buyer's purchase of the Goods, it shall receive the manufacturer's standard warranty, if any. Such warranty shall be the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are expressly incorporated herein by reference. The manufacturer's warranty may be modified only in writing signed by a duly authorized representative of the manufacturer. Other than as may be provided under the manufacturer's warranty, Buyer assumes all responsibility for any loss, damage or injury to persons or property arising out of, connected with, or resulting from, the use of Goods, either alone or in combination with other goods whether supplied by Seller or otherwise. Buyer acknowledges that any technical advice furnished by Seller with respect to the use of the Goods is given without charge and Seller assumes no obligation or liability to Buyer for the advice given or results obtained; all such advice is given by Seller and accepted by Buyer at Buyer's risk.

THE MANUFACTURER'S WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITATION OF WARRANTY APPLIES WHETHER OR NOT THE INTENDED PURPOSE OR USE OF THE GOODS BY BUYER HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE AND WHETHER OR NOT THE GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR BUYER'S INTENDED USE OR PURPOSE.

The warranty obligations provided herein are conditioned upon timely receipt of all payments in accordance with the payment terms set forth in the Quotation and these Terms and Conditions. During the period any amounts are overdue from Buyer, there shall be no warranty obligations in effect. The warranty expiration date shall not be extended from the date Buyer pays any overdue amount. To the extent that Seller has relied upon any Buyer specifications, information, representations, or other data in the selection or design of Goods for Buyer, or the preparation of the Quotation, and conditions arise which render such specifications, representations, information or other data to be incorrect or invalid, Seller's warranty and other provisions of the Quotation or these Terms and Conditions that are affected by such conditions shall no longer remain effective.

ENERGY TRANSFER SOLUTIONS, LLC – TERMS AND CONDITIONS OF SALE

10. **INFRINGEMENT:** Seller represents that to the best of its knowledge and belief, the Goods provided hereunder do not infringe upon any valid U.S. patent, trademark or copyright in existence on the date of shipment. Seller will defend at its expense any action brought against Buyer to the extent it is based on a claim the Goods supplied by Seller infringe a valid United States patent, trademark or copyright, except as provided below. Seller will pay those costs and damages finally awarded against Buyer in any such claim, but such defense and payments are conditioned upon the following:
- (a) Seller shall be notified promptly in writing by Buyer of the assertion of such a claim or the filing of suit, and Buyer will provide copies of all papers served upon it; (b) Seller shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (c) should the Goods or the operation thereof become or, in Seller's opinion be likely to become, the subject of a claim of infringement of a valid United States patent, trademark or copyright, Buyer shall permit Seller, at Seller's option and expense to: (i) procure for Buyer the right to continue using the Goods, (ii) replace or modify the Goods so they become non-infringing, (iii) grant Buyer a credit for such Goods, as depreciated, and accept return of same, or (iv) cancel future deliveries of Goods without liability to Buyer. Depreciation shall be calculated by Seller as an equal amount per year over the life of the Goods.
- Seller shall have no liability to Buyer with respect to any claim of patent, trademark, copyright, or other infringement based upon:
- (aa) (i) Combination or utilization by Buyer of Goods furnished under the Quotation with any incompatible equipment or devices, (ii) the modification by Buyer of Goods furnished under the Quotation, or (iii) Seller's compliance with Buyer's design specifications. As to any claim arising under this paragraph (aa), Buyer will defend, indemnify and hold harmless Seller from all costs, expenses, losses, damages and attorney's fees resulting therefrom.
- In addition, Seller shall have no liability to Buyer with respect to any claim of patent, trademark, copyright, or other infringement if Buyer has not made full payment to Seller in accordance with the payment terms set forth in the Quotation and these Terms and Conditions. The foregoing states the entire liability of Seller with respect to infringement of patents, trademarks, copyrights and other proprietary information.
11. **LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY FOR (A) DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS OR (B) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, PROFIT, OR REVENUE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, THAT ARE INCURRED BY BUYER AS A RESULT OF SELLER'S NON-PERFORMANCE OR CANCELLATION OF ITS AGREEMENT TO FURNISH GOODS HEREUNDER, WHETHER ANY CLAIM IS BASED UPON A THEORY OF INFRINGEMENT, BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.
12. **LIMITATION OF REMEDY:** SECTION 9 (LIMITED WARRANTY), SECTION 10 (INFRINGEMENT) AND SECTION 11 (LIMITATION OF LIABILITY/CONSEQUENTIAL DAMAGES) PROVIDE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTIES OR OTHER CLAIMS AGAINST SELLER IN CONNECTION WITH THE SALE OF THE GOODS.
13. **CHANGES:** The manufacturer of the Goods reserves the right to make any changes in the model and design of the Goods and/or Software without obligation to alter similar Goods and/or Software previously sold. Buyer may, in writing, within the scope of the accepted order, request changes in the established specifications or delivery schedules. If the manufacturer agrees to such changes and these changes alter the amount due the manufacturer from Seller for the Goods or the time required for performance hereunder, the price of Goods ordered, any license fees, and/or the time for performance, shall be equitably adjusted.
14. **CANCELLATION:** This Agreement or any part of it is subject to cancellation by Seller if any of the conditions specified in the Quotation, or in these Terms and Conditions, is not met by Buyer or if Buyer becomes insolvent or bankrupt. In the event of cancellation for any such reasons, Seller is under no obligation to pay Buyer for any expenses, costs, claims or liabilities incurred or suffered by Buyer by reason of such cancellation, and Seller may retain any portion of the purchase price pre-paid by Buyer as liquidated damages. Seller retains all rights to any other remedies it may have against Buyer. Buyer may cancel orders herein only upon reasonable advance written notice to Seller and upon payment to Seller of Seller's cancellation charges, which include all costs and expenses incurred by Seller in the course of performance through the date of cancellation, and amounts adequate to cover any commitments made by Seller, losses suffered by Seller, and Seller's anticipated profit on the sale of the Goods.
15. **DRAWINGS/DOCUMENTATION:** Seller's prints or drawings (and the technology depicted) which are furnished to Buyer in connection with the sale of the Goods are the property of Seller and Seller retains all patents, copyrights, and other intellectual property rights including, without limitation, exclusive rights of use, license or sale. Buyer's possession of such prints or drawings does not grant Buyer any rights or license, express or implied therein and Buyer shall, upon Seller's request, return immediately all copies of such prints or drawings to Seller.
16. **EXPORT:** Each party hereby agrees to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other domestic or foreign agency or authority. Neither party shall export or allow the export or re-export of Goods to be supplied hereunder without obtaining any required license or authorization at time of shipment. Buyer agrees that Seller shall not be liable to Buyer if such license or authorization is unavailable. Buyer shall assume the risk and cost of obtaining any such licenses and authorizations.
17. **NUCLEAR:** If Goods supplied hereunder are to be used in nuclear applications, including without limitation, any power generation facility, Buyer shall fully defend, indemnify and hold harmless Seller pursuant to Seller's Special Nuclear Terms of Sale, a copy of which is available upon request.
18. **CONFIDENTIALITY:** Buyer acknowledges and agrees that in the course of ordering and receiving the Goods from Seller, Buyer may gain access to private or confidential information of Seller, including but not limited to, technical information, designs, processes, formulas, procedures, and customer information (collectively, the "Confidential Information"). Buyer agrees that (i) all Confidential Information shall remain the exclusive property of Seller, (ii) it shall maintain the confidentiality and secrecy of the Confidential Information, (iii) it shall limit disclosure, and share copies, of the Confidential Information only with those employees or agents who need access thereto, and neither Buyer nor such employees or agents shall disclose or share the confidential information with any other parties, and (iv) it shall return or destroy all copies of Confidential Information upon the request of Seller. In the event of any breach by Buyer of any of its obligations in this paragraph, Seller shall have the right, and is hereby granted the privilege, of obtaining injunctive relief and/or specific enforcement of Buyer's obligations hereunder in any court of competent jurisdiction (and Seller shall be entitled to reimbursement from Buyer for its court costs and legal fees in seeking such relief or enforcement).
19. **APPLICABLE LAW:** This Agreement shall be governed by and performance construed in accordance with the domestic laws and Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania, without reference to its choice or conflict of laws or principles.
20. **SEVERABILITY:** If any section or part of this Agreement is or becomes illegal, unenforceable or invalid, then such part or section shall be stricken from this Agreement and shall not affect the remaining parts or sections which shall remain enforceable and valid.
21. **ASSIGNMENT/DELEGATION:** Buyer shall not assign any rights or delegate any duties pertaining to the sale of the Goods, whether arising under the Quotation, or these Terms and Conditions, without the prior written consent of Seller. Any assignment or delegation without such consent shall be void.
22. **MODIFICATIONS:** Any agreement which modifies, changes or supplements the Quotation, or these Terms and Conditions, shall only be valid if in writing and signed by a duly authorized officer of Seller. No Seller associate or representative (other than an officer) is authorized to alter the terms governing the sale of the Goods.
23. **FINAL AND COMPLETE AGREEMENT:** The terms and conditions of the Quotation, and these Terms and Conditions, represent the final and complete agreement between the parties with respect to the sale of the Goods, and supersede all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject matter.
24. **ARBITRATION:** All claims, disputes, or controversies arising out of or relating to a Quotation or these Terms and Conditions, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. The parties agree to be bound by the decision or award of the arbitrator(s), which shall be final, and the prevailing party may enter judgment pursuant to such decision or award in any court having jurisdiction thereof. The arbitration shall be held in Philadelphia, Pennsylvania unless another site is mutually agreed upon by the parties.

R# 296-17

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG
BRANCH TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF LONG BRANCH AND LONG BRANCH PARTNERS, LLC:**

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

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

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

WHEREAS, Long Branch Partners, LLC (the "**Redeveloper**") has proposed a plan for the redevelopment of properties in the Lower Broadway Corridor portion of the Redevelopment Area along Broadway, 2nd Avenue, Belmont, Memorial Parkway and Union Avenues, and designated on the City of Long Branch Tax Map as Block 274, Lot 1; Block 282, Lot 1.02; Block 283, Lots 1-7 and 10-21; Block 284, Lots 1-3, 4.01 and 4.02 and 5-7; Block 311, Lots 1-19, 20.01 and 20.02 and 21-29 (the "**Property**"); and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan and the Design Guidelines Handbooks 7 (the "**Design Guidelines**"); and

WHEREAS, the Redeveloper was conditionally designated as redeveloper of the Property on December 27, 2016, which conditional designation has been extended and continued while the parties have been engaged in a collaborative design process and negotiation of the terms, rights and obligations with respect to the Property and as set forth in the proposed Developer's Agreement; and

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

WHEREAS, on November 28, 2017, the Redeveloper appeared before the Mayor, Council and the public, to present its proposed concept for the Project; and

WHEREAS, the City finds the current proposal, as set forth and further described in the drawings, architectural renderings, landscape plans, and draft site plan, which are attached hereto as "Exhibit A" (the "Project" as further defined herein) is not sufficiently developed for the City to determine whether the project is consistent with the Redevelopment Plan and Design Guidelines; and

WHEREAS, in order to defray certain costs of the portion of the Project known as Phase 1 (as defined in Section 2.3(a) in the proposed Redevelopment Agreement), including without limitation, the Broadway Boulevard Improvements, in order to make Phase 1 of the Project viable, the Parties hereto anticipate, upon satisfaction of such conditions as set forth herein, that the City will issue general obligation Redevelopment Area Bonds and/or notes issued in anticipation thereof, (the "RAB's") in one or more series, from time to time, in an aggregate principal amount not exceeding \$5,000,000, for the purpose of financing certain costs of a

portion of the Broadway Boulevard Improvements, pursuant to the provisions of the *Redevelopment Area Bond Financing Law*, as amended and supplemented, N.J.S.A. 40A:12A-64 *et seq.* (the “RAB Law”) and/or the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* (the “Local Bond Law”), as applicable; and

WHEREAS, the City will use the proceeds of the RABs to finance the City Funded Project (as defined herein); and

WHEREAS, but for the issuance of the RABs, the redevelopment of the Redevelopment Area would not be undertaken in its intended scope; and

WHEREAS, the Redeveloper agrees to use commercially reasonable efforts to work with the City to establish hiring practices and training programs favoring the retention of qualified local labor and businesses, as well as qualified minority-owned, woman-owned and veteran-owned enterprises, during the construction and subsequent project operations; and

WHEREAS, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the City and the Redeveloper with regard to proceeding with the project on the Property; and

WHEREAS, entering into this Redevelopment Agreement is in the best interests of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and is hereby authorized to enter into the Redevelopment Agreement in the form annexed hereto as Exhibit B.

MOVED: Sirianni
SECOND: Billings
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
IN WHEREOF 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 Dec 2017
Kathy L. Schmell
MUNICIPAL CLERK, R.M.C.

R# 297-17

**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 \$543.99.

BLOCK	LOT	OWNER	AMOUNT
85	13.107	Wells Fargo Real Estate Tax Services Attn: Refunds/Financial Support Account of: Keaton, Brian PO Box 14506 Des Moines, IA 50328	543.99

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, PATRY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 11th DAY OF December, 2017
Patry L. Scheele
MUNICIPAL CLERK, R.M.C.

R# 298-17

RESOLUTION
2017 BUDGET APPROPRIATION TRANSFERS

WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year or the first 3 months of the next fiscal year , to expend for any of the purposes specified in the budget an

Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Chief Financial Officer has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the budget transfers, attached and made a permanent part of this resolution, are hereby made and approved.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, CORRECT AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 December 2017
Kathy L. Schelez
MUNICIPAL CLERK, R.M.C.

Account Name		Account Number	TO	FROM
Water	Fire Hydrant Service	O/E	7-01-107-509	\$ 1,100.00
Police	Copier Equipment & Maint	O/E	7-01-062-312	\$ 11,000.00
	Uniforms & Maintenance		7-01-062-238	\$ 50,000.00
Division of Streets		O/E		
	Vehicle Purchase		7-01-052-399	\$ 17,000.00
Municipal Garage		S/W		
	Regular Salaries		7-01-054-101	\$ 40,000.00
Gasoline				
	Central	O/E	7-01-112-502	\$ 23,100.00
Division of Streets		O/E		
	Nov Transfers		7-01-052-499	\$ 40,000.00
Municipal Garage		O/E		
	Nov Transfers		7-01-054-499	\$ 56,000.00
			<u>\$ 119,100.00</u>	<u>\$ 119,100.00</u>

R# 299-17

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: Billings

SECONDED: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

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

12-11-17

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 11th day of December, 2017

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of December 11, 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.

279 Broadway Associates	Rent - Municipal Court - December 2017	9,866.43
A.C. Moore	Supplies for Classes, Volunteer Projects, Bazaar & Holiday Party - Senior Affairs	768.57
AllData	Subscription Renewal - Public Works	1,500.00
Allegria	Miscellaneous Paper Supplies, Forms & Notices - Building	1,779.00
Ambassador Medical Services	Drug Testing - Human Services - September - October 2017	644.00
American Hose & Hydraulics Co. Inc.	Snow Removal Equipment & Repair - Public Works	2,938.00
Atlantic Engine Co.	2017 Rental Fee - Fire	5,350.00
Atlantic Plumbing Supply	Plumbing Parts - Public Works	12.69
B&H Photo	Computer Supplies & Equipment - Various Departments	2,891.59
Branchport Hose Co.	2017 Rental Fee - Fire	5,350.00
Cablevision Lighthouse	Internet Provider - Administration - October 2017	1,500.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	79,809.46
City of Long Branch Clearing Account	To Reimburse Clearing Account	91,476.84
City of Long Branch Payroll Agency Account	DCRP Employer Match - November 2017	1,109,320.38
City of Long Branch Payroll Agency Account	Fica/Medicare: 12/01/2017	646.64
City of Long Branch Payroll Agency Account	Payroll - 12/01/2017	46,046.67
Clayton Block Co. Inc.	Concrete Mix - Public Works	1,063,273.71
Comcast	Utilities - Internet - November 2017	194.50
Conter's Car Wash Inc.	Car Washes - Various Departments - October 2017	1,747.92
Cooper Electric Supply Co.	Electric Materials & Lights - Public Works	506.25
D M S & D Associates	Oil Absorbent - Public Works	2,479.47
Danna Kawut	Expense and Travel Reimbursement for League of Municipalities Conference - Administration	690.60
David Spaulding	Reimbursement for Candy Cakes for Pier Village Tree Lighting - Administration	106.71
Edwards Tire Co. Inc.	Expense and Travel Reimbursement for NJ Star Conference - Purchasing	17.10
Elberton Engine Company	Tires - Public Works	256.95
Fire & Safety Services Ltd.	2017 Rental Fee - Fire	822.12
Ford Motor Credit Co.	Auto Clean & (4) Ports - #25-85 - Fire	5,350.00
Frank Ravaschere	Lease/Purchase of Vehicles - Building	51.30
Freehold Dodge, Inc.	Reimbursement for Travel to Green Expo - Parks	7,200.00
Freehold Ford Inc.	Vehicle Parts - Public Works	86.25
Home Depot Credit Services	Miscellaneous Tools, Materials & Supplies - Public Works	418.84
Hunter	Brake Chambers & Filters - Public Works	54.32
Imperial Bag & Paper Co., LLC	Gloves & Janitorial Supplies - Public Works	600.09
Jack Doherty Companies, Inc.	Parts for Jet Vac - Public Works	211.12
JAMM Printing	Various Printed Supplies - Various Departments	358.60
Jersey Central Power & Light	Utilities - Electric - August - October 2017	393.21
Jersey Elevator Co. Inc.	Annual Elevator Pressure Test - City Hall Building	1,155.00
John Butow	Reimbursement - 2018 Monmouth Ocean Regional Realtors Dues - Tax Assessor	69,706.24
		410.00
		330.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Joseph Mandaro	Reimbursement for Travel to Continuing Education Course - Finance/Comptroller	166.60	
Kerth Stout	Chiefs Honorarium - Fire	2,000.00	*
Kimball Midwest	Drillset & Disc - Public Works	240.50	
Konica Minolta Business Solutions USA	Copier Agreement - Various Departments - October 2017	3,779.38	
Konica Minolta Business Solutions USA	Copiers Maintenance & Support Renewal - 09/30/17 - 09/29/18	4,148.00	
Lawson Products, Inc.	Miscellaneous Parts & Supplies - Public Works & Police	6,168.38	
Leon S. Avakian, Inc.	General Engineering - November 2017	1,440.00	
Lexis Nexis Risk Solutions	2017 Accurint License - Police - September 2017	58.00	
Long Branch Chamber of Commerce	Rental of Office Space - Community Development - December 2017	1,000.00	*
Long Branch Municipal Court	Reimbursement for Credit Card Fee - October 2017	230.85	
Lynn Card Company	Cards - Police	96.95	
Mazza Mulach	Brush Grinding Services - October 2017	17,799.00	
Meadowlands Transportation	Recycle - Tires - October 2017	506.00	
MGL Printing Solutions	UEZ - Year Round Shuttle - November 2017	3,500.00	
Moscan Hollow Metal and Hardware Inc.	2017 1099 Forms - Comptroller's Office	135.00	*
Monmouth County Board of Health	Door Hinges - Administration	130.00	
Monmouth County Police Academy	Monthly Medication Dispensing & Nurses Visit - Health	140.00	
Monmouth County Treasurer, Finance Department	Various Courses - Police	340.00	
Mr. John	Dumping Fees - October 2017	83,175.53	
Municipal Equipment Enterprises Limited	Port a John Rental - Parks - October 2017	118.80	
Neptune Fire House	Vehicle Parts & Supplies - Public Works	350.46	
New Jersey American Water	Use of Building for 2016 Polling Place & 2017 Rental Fee - City Clerk's Office & Fire	5,750.00	*
New Jersey Law Journal	Utilities - Water - October - November 2017	49.62	*
Newark Brush Co. LLC	2018 NJ Local Government Print/Ebook - City Clerk's Office	205.00	
NJ Gravel & Sand Co.	Side Brooms - Public Works	660.00	
Oliver Byron Engine Co.	Top Soil - Parks	1,080.00	*
Party Fair	2017 Rental Fee - Fire	5,350.00	
Phoenix Advisors, LLC	Supplies for Bazaar & Holiday Celebration - Senior Affairs	254.77	*
PPC Lubricants, Inc.	Continuing Disclosure Agent Services - Finance	1,150.00	
Provanrage LLC	Motor Oil - Public Works	2,215.45	
Quality Rebuilders	Computer Supplies & Equipment - Police	260.00	
Red the Uniform Tailor	Rebuild Starters - PW #91, Sanitation #10 - Public Works	340.00	
Republic Services of NJ, LLC	Uniforms - Police	3,187.30	
RJK Media	Bulky Waste Disposal - October - November 2017	10,785.06	
Rocket Software Inc.	Diesel Fuel & Unleaded Gasoline	22,771.14	
Ronald Guidetti	Blue Zone License/Maintenance - Police	500.00	
RR Donnelley	Chief's Honorarium - Fire	552.49	*
Rutgers University, Department of Government Services	Paper Supplies - Health	1,500.00	
Saker Shoprites, Inc.	Continuing Education Course Registrations - Finance & Public Works	882.00	
Seaboard Welding Supply Inc.	Supplies for Holiday Decorations - Senior Affairs	1,433.00	
Sickles Market LLC	Cylinders, Haz Mat Charge & Propane - Public Works - October 2017	87.78	
Slip's Paint & Hardware	Food - Seasonal Samplings - Senior Affairs	158.25	
Site One Landscape Supply	Assorted Nuts, Bolts & Lags for Salt Spreaders - Public Works	88.42	
Specialty Engine Rebuilding	Controller Pistol Grip for Snow Plows - Public Works	71.90	
Staples Business Advantage	Rebuild Engine - Public Works	568.00	*
Stavola Asphalt Company, Inc.	Waste Receptacles & Liners - Parks	6,665.96	
Tuzzio's	I-5 State Mix for Pot Holes & Presidential Way - Public Works	159.03	
United States Postal Service	Food for Thanksgiving Celebration - Senior Affairs	1,175.12	*
Verizon	Postage for Mail Machine - Tax Collector's Office	850.00	
	Utilities - Wireless Services - November 2017	30,000.00	*
		4,837.73	*

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

Pmt. #23-26

W.B. Mason Co. Inc.
W.W. Greninger Inc.
West End Engine Co.
Widener Time Recorder Co, Inc.

TOTAL CURRENT

Brinkerhoff Environmental
City of Long Branch Clearing Account
Compass Construction
Precise Construction
SHI International Corp.

TOTAL CAPITAL

Animal Care Equipment & Services LLC
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Conter's Car Wash Inc.
Monmouth County SPCA
Verizon

TOTAL ANIMAL CONTROL

Atlantic Aerial Inc.
City of Long Branch Clearing Account
Jacob L. Jones
K-Mart
Konica Minolta Business Solutions USA
Rosemarie Rogers
Skip's Sports

TOTAL HUD

Christiana T C/F CEI/Rhistrust
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
* DENOTES PREPAY

Office Supplies - Various Departments
Wall Mount Storage - Police
Use of Building for 2016 Polling Place & 2017 Rental Fee - City Clerk's Office & Fire
Check Signer Ribbon & Security Background Stamp - Finance/Comptroller

2,756,236.56

Professional Services - Licensed Site Remediation Services - Beach Access Parking - April - August 2017
To Reimburse Clearing Account
Promenade Storm Drainage Improvements - July - October 2017
Plaza Court and Pullman Avenue Roadway Improvements - October 2017
Amazon Web Services - August - October 2017

6,977.82 Pmt. #1
263,534.01
98,102.86 Pmt. #7
165,431.15 Pmt. #2
14.26

534,060.10

Miscellaneous Equipment & Supplies - Animal Control
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll 12/01/2017
Pica/Medicare: 12/01/2017
Payroll - 12/01/2017
Car Washes - Animal Control - October 2017
Veterinary Services - Animal Control - October 2017
Utilities - Wireless Services - November 2017

502.65
120.03
5,149.98
348.81
4,801.17
12.50
2,450.00 Pmt. #10
120.03

13,505.17

Articulated Boom Lift Rental - Community Development
To Reimburse Clearing Account
Expense and Travel Reimbursement for League of Municipalities Conference - Community Development
Lights for Exterior Facade Decorations - Community Development
Copier Agreement - Community Development - October 2017
Expense and Travel Reimbursement for League of Municipalities Conference - Community Development
Uniforms & Balls for CDBG Youth Activities - Community Development

2,744.95
222.22
138.90
127.41
255.73
83.32
3,240.00

6,812.53

Tax Sale Premiums
To Reimburse Clearing Account - Payroll 12/01/2017
To Reimburse Clearing Account
To Reimburse Clearing Account
Pica/Medicare: 12/01/2017
Payroll - 12/01/2017

27,600.00
16,857.36
30,041.67
33,650.00
585.80
16,271.56

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Culmac Capital I, LLC
Ford Motor Credit Co.
FWD/SL & Associates LP
Glia Group LLC
K-Mart
Long Branch Chamber of Commerce
Long Branch Youth Football & Cheer
Mannouth Wire Computer Recycling
MTAG Cust Fig Cap Inv NJ13 LLC
Salter Shoprites, Inc.
Thor Construction Group LLC
US Bank Cust / Actlien Holding
US Bank Cust BV Trst 2015-1
US Bank Cust PC 4 Firsttrust Bk
USBK C/F Tower DBW V Trust2015
W.B. Mason Co, Inc.

TOTAL TRUST OTHER

Tax Sale Premium
Lease/Purchase of Vehicles - Building
Tax Sale Premium
Tax Sale Premium
Lights for Exterior Facade Decorations - Community Development
Rental of Office Space - Community Development - December 2017
Donation - AYP Trip to Florida - Recreation
Computer & Electronic Scrap - October 2017
Tax Sale Premium
Thanksgiving Pies & Supplies for Holiday Decorations - Senior Affairs
RCA Inspection Report - Community Development
Tax Sale Premiums
Tax Sale Premium
Tax Sale Premium
Tax Sale Premium
Office Supplies - Community Development

2,800.00
3,141.67
12,500.00
200.00
146.49
650.00
1,500.00
1,000.00
100.00
497.50
250.00
2,500.00
100.00
500.00
12,100.00
172.72

163,164.77

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R 300-17

**RESOLUTION APPROVING THE RENEWAL OF THE
AMUSEMENT GAME LICENSE FOR
PV AMUSEMENTS LLC FOR 2018**

WHEREAS, PV Amusements LLC is applying for a renewal of their amusement game license to operate an entertainment center/arcade at 50 Chelsea Avenue, Ste 137; and

WHEREAS, the applicant has complied with all zoning rules and regulations pursuant to N.J.S.A. 5:8-78, etc. and City Ordinance 106-2; and

WHEREAS, approval have ben given formt he various departments.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch in the County of Monmouth, State of New Jersey that the renewal application from PV Amusements LLC is hereby approved and accepted for the year 2018.

MOVED: *Billings*
SECONDED: *Bastelli*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-11-17
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 14th DAY OF December 2017

MUNICIPAL CLERK, R.M.C.