

RESOLUTIONS ADOPTED BY CITY COUNCIL 12-11-12

R285-12 RESOLUTION REAPPOINTING JEFFREY GING AS A MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

R286-12 RESOLUTION REAPPOINTING JEFF STUFISKY AS AN ALTERNATE 2 MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

R287-12 RESOLUTION SUPPORTING LEGISLATION INCREASING PENALTIES FOR UTILITIES THAT FAIL TO PROVIDE ADEQUATE RESPONSE TO STORM EVENTS

R288-12 RESOLUTION AUTHORIZING REIMBURSEMENT OF CERTAIN AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASON OF 2011-2012 AND STREET LIGHTING COSTS INCURRED DURING THE YEAR 2011

R289-12 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A PROPERTY TAX DEDUCTION (VARIOUS)

R290-12 RESOLUTION TO REFUND OVERPAYMENT OF 2012 TAXES

R291-12 RESOLUTION TO CANCEL PART OF 2012 TAXES UNDER NJSA 54:4-3.30 BY THE RECOMMENDATION OF THE TAX ASSESSOR

R292-12 RESOLUTION SUPPORTING THE TOP 10 WAYS FOR (JERSEY CENTRAL POWER & LIGHT) JCP&L TO IMPROVE ITS OVERALL LEVEL OF SERVICE TO MUNICIPALITIES AND CUSTOMERS THAT IT SERVES BASED ON THE COLLECTIVE RECOMMENDATIONS OF MONMOUTH COUNTY MAYORS DURING THE 3RD ANNUAL SNOW SUMMIT HELD IN THE BOROUGH OF TINTON FALLS

R293-12 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT OF RECREATION TO SUBLEASE A 1244 SQUARE FEET AT 226 BROADWAY IN THE CITY OF LONG BRANCH FROM THE FIRST ATLANTIC FEDERAL CREDIT UNION AS SUB LANDLORD

R294-12 RESOLUTION APPROVAL PAYMENT OF BILLS

R295-12 RESOLUTION APPROVING AGREEMENT FOR CROSSING GUARDS (**REMOVED**)

R296-12 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF ONE COMPACT TRACK LOADER WITH ATTACHMENTS FOR THE PUBLIC WORKS DEPARTMENT

R297-12 RESOLUTION CHANGE ORDER #3 TO CONTRACT FOR IMPROVEMENTS TO MANAHASSETT CREEK PARK PHASE 2

R298-12 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF ONE COMPACT LOADER WITH ATTACHMENTS FOR THE PUBLIC WORKS DEPARTMENT

R299-12 RESOLUTION APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR

R300-12 RESOLUTION 2012 BUDGET APPROPRIATION TRANSFERS

R# 286-12

**RESOLUTION REAPPOINTING JEFF STUFSKY
AS AN ALTERNATE 2 MEMBER OF THE LONG BRANCH ZONING
BOARD OF ADJUSTMENT**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Jeff Stufsky as an Alternate 2 member of the Long Branch Zoning Board of Adjustment for a two year term to commence on January 1, 2013 and expire on December 31, 2014.

MOVED: *Sirianni*
SECONDED: *Pallone*

AYES: *5*
NAYES: *0*
ABSENT: *0*
ABSTAIN: *0*
DATED: *12-12-12*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON *December 11, 2012*
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*, 20*12*
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 285-12

**RESOLUTION REAPPOINTING JEFFREY GING
AS A MEMBER OF THE LONG BRANCH ZONING
BOARD OF ADJUSTMENT**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Jeffrey Ging as a regular member of the Long Branch Zoning Board of Adjustment for a four year term to commence on January 1, 2013 and expire on December 31, 2016.

MOVED: *Sirianni*
SECONDED: *Pallone*

AYES: *5*
NAYES: *0*
ABSENT: *0*
ABSTAIN: *0*
DATED: *12-12-12*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON *December 11, 2012*
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*, 2012
Kathy L. Schemelz

R# 287-12

RESOLUTION SUPPORTING LEGISLATION INCREASING PENALTIES FOR UTILITIES THAT FAIL TO PROVIDE ADEQUATE RESPONSE TO STORM EVENTS

WHEREAS, in the wake of Hurricane Irene, the October 2011 snow event and Superstorm Sandy this year, numerous public reports and first-hand experience the City of Long Branch indicates that certain publicly licensed and regulated utilities in the State of New Jersey have failed to appropriately invest in energy infrastructure and/or prepare adequately for major storm events that disrupt electrical generation and distribution systems; and

WHEREAS, through Senators O'Toole and Pennachio, Governor Chris Christie proposed legislation that known has the "Reliability, Preparedness and Storm Response Act of 2012" has been introduced as S2206; and

WHEREAS, this legislation would increase civil administrative penalties from \$100 per day to \$25,000 per violation, with a maximum of \$2 million for any related series of events, which would also prohibit utilities from passing the cost of these penalties onto ratepayers; and

WHEREAS, this legislation would advance the recommendations of the Board of Public Utilities developed in the aftermath of Hurricane Irene, October 2011 snow event and Superstorm Sandy, which caused extensive and sustained power outages throughout the State.

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 it supports and endorses the Governor's Reliability, Preparedness and Storm Response Act of 2012 (S2206) and advocates for its immediate passage in the State Legislature.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be transmitted to the Office of the Governor and State Legislators.

SO MOVED: Sirianni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON December 11, 2012
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, 2012
Kathy L. Schele
MUNICIPAL CLERK, R.M.C.

SENATE, No. 2206

STATE OF NEW JERSEY
215th LEGISLATURE

INTRODUCED OCTOBER 1, 2012

Sponsored by:

Senator JOSEPH PENNACCHIO
District 26 (Essex, Morris and Passaic)
Senator KEVIN J. O'TOOLE
District 40 (Bergen, Essex, Morris and Passaic)

Co-Sponsored by:

Senators Holzapfel and A.R.Bucco

SYNOPSIS

“The Reliability, Preparedness, and Storm Response Act of 2012”; requires public utilities to file certain information concerning emergency preparedness with BPU and increases certain penalties.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 10/26/2012)

S2206 PENNACCHIO, O'TOOLE

2

1 AN ACT requiring public utilities to file certain information
2 concerning emergency preparedness with the Board of Public
3 Utilities, increasing certain penalties, and amending R.S.48:2-42,
4 and supplementing Title 48 of the Revised Statutes.

5
6 **BE IT ENACTED** by the Senate and General Assembly of the State
7 of New Jersey:

8
9 1. (New Section) This act shall be known and may be cited as
10 "The Reliability, Preparedness, and Storm Response Act of 2012."

11
12 2. (New section) Consistent with federal law, the board shall
13 develop and enforce performance benchmarks for service reliability,
14 service disruption preparedness, service restoration, and
15 communications for electric public utilities conducting business in
16 the State. The board shall require, no less than annually, periodic
17 reliability performance reporting by the electric public utilities.

18
19 3. (New section) a. The board shall require each public utility
20 conducting business in the State to annually submit to the board, on
21 or before May 15th of each year, a service reliability plan for the
22 board's review and approval. After review of a public utility's
23 service reliability plan, the board may order the public utility to
24 make such modifications as it deems reasonably necessary to
25 remedy any deficiency. The service reliability plan shall include,
26 but not be limited to, the provision of safe and reliable service and
27 the reasonably prompt restoration of service in the event of an
28 outage in the service area of the public utility.

29 b. The board shall have the authority to open an investigation to
30 review the performance of any public utility in restoring service
31 during a disruption of service in the utility's service area. If, after
32 evidentiary hearings or other investigatory proceedings, the board
33 finds that, as a result of the failure of the public utility to implement
34 its service reliability plan, the duration of an outage was materially
35 longer than it would have been but for the public utility's failure,
36 the board may impose a civil administrative penalty pursuant to
37 section 6 of P.L. , c. (C.) (pending before the Legislature as
38 this bill).

39 c. The board shall undertake a detailed study of public utility
40 service reliability. Within eighteen months after the effective date
41 of P.L. , c. (C.) (pending before the Legislature as this bill),
42 the board shall prepare a report of its study and shall provide a copy
43 thereof to the Governor and, pursuant to section 2 of P.L.1991,
44 c.164 (C.52:14-19.1), to the Legislature.

EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

1 4. (New section) a. The board shall require each public utility
2 conducting business in the State to annually submit to the board, on
3 or before May 15th of each year, an emergency communications
4 strategic plan for review and approval. This plan shall be reviewed
5 in consultation with the State Office of Emergency Management in
6 the Division of State Police in the Department of Law and Public
7 Safety. After review of a public utility's emergency
8 communications strategic plan, the board may order the public
9 utility to make such modifications as it deems reasonably necessary
10 to remedy any deficiency. The plan shall include, but not be limited
11 to, providing an explanation of the public utility's system for
12 communicating with customers during and after an emergency that
13 extends beyond normal business hours and the designation of public
14 utility staff to communicate with local officials and relevant
15 regulatory agencies.

16 b. The board shall have the authority to open an investigation to
17 review the communications of any public utility during a disruption
18 of service in the utility's service area. If, after evidentiary hearings
19 or other investigatory proceedings, the board finds that, as a result
20 of the failure of the public utility to implement its emergency
21 communications strategic plan, the public utility's communications
22 were materially less effective than they would have been but for the
23 public utility's failure, the board may impose a civil administrative
24 penalty pursuant to section 6 of P.L. , c. (C.) (pending
25 before the Legislature as this bill).

26
27 5. (New section) The board shall require each electric public
28 utility conducting business in the State to annually submit to the
29 board, on or before May 15th of each year, a review of strategies to
30 mitigate potential flooding of substations constructed within flood
31 hazard areas as defined by the Department of Environmental
32 Protection. The board shall require that the review by the electric
33 public utility shall address the feasibility of mitigation by, among
34 other things, switching to other sources, deployment of mobile
35 units, construction of flood walls, raising equipment, and the
36 relocation of facilities. The review should include timeframes to
37 implement the recommended measures and cost estimates for each
38 scenario considered.

39
40 6. R.S.48:2-42 is amended to read as follows:

41 48:2-42. **Any** a. Notwithstanding the provisions of any law,
42 rule, regulation, or board order to the contrary, any person**[or],**
43 public utility, or other person or entity subject to the jurisdiction of
44 the board that shall fail to comply with **[an] any law, rule,**
45 regulation, or order of the board **[, except an order to resume**
46 **service which has been discontinued,]** shall be **[subject to a penalty**
47 of one hundred dollars for every day during which the default

1 continues. Any person or public utility that shall fail to comply with
2 any order of the board directing the public utility to resume service
3 which has been discontinued shall be subject to a penalty of two
4 hundred and fifty dollars for every day during which such default
5 continues. Such penalties shall be recovered in an action at law in
6 the name of the state] liable for a civil administrative penalty not to
7 exceed \$25,000 for each violation, except that any maximum civil
8 penalty may not exceed \$2,000,000 for any related series of events.
9 Each day during which the violation continues shall constitute an
10 additional, separate, and distinct violation.

11 b. Any civil administrative penalty may be compromised by the
12 board in an amount and with conditions the board deems
13 appropriate. In determining the amount of the penalty, or the
14 amount agreed upon in compromise, the board shall consider: the
15 nature, circumstances, and gravity of the violation; the degree of the
16 violator's culpability; any history of prior violations; any good faith
17 effort on the part of the violator in attempting to achieve
18 compliance; and any other factors the board determines to be
19 appropriate.

20 c. Pursuit of any remedy specified in this section shall not
21 preclude the pursuit of any other remedy provided by any other law
22 except, if the penalty amount set forth in any other law, rule,
23 regulation, or board order is less than the amount set forth in
24 P.L. , c. (C.) (pending before the Legislature as this bill),
25 then amounts set forth in P.L. , c. (C.) (pending before the
26 Legislature as this bill) shall control.

27 d. Civil administrative penalties may be recovered, if necessary,
28 in a summary proceeding pursuant to the "Penalty Enforcement
29 Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). The Superior
30 Court shall have jurisdiction to enforce the provisions of the
31 "Penalty Enforcement Law of 1999" in connection with P.L. ,
32 c. (C.) (pending before the Legislature as this bill).

33 e. Notwithstanding any law to the contrary, there is hereby
34 established in the board a nonlapsing, special revenue fund called
35 the "Board of Public Utilities Civil Penalty Fund" into which all
36 penalties imposed or obtained pursuant to P.L. , c. (C.)
37 (pending before the Legislature as this bill) shall be deposited. The
38 moneys in the Board of Public Utilities Civil Penalty Fund shall be
39 used for the improvement of public utility service quality and
40 reliability.

41 f. Consistent with section 1 of P.L.1988, c.100, (C. 48:2-21.14),
42 any civil administrative penalty imposed under this act shall not be
43 recoverable from ratepayers.

44 (cf: R.S.48:2-42)

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46 7. This act shall take effect immediately.

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STATEMENT

This bill, known as “The Reliability, Preparedness, and Storm Response Act of 2012,” requires the Board of Public Utilities (“BPU”) to develop and enforce performance benchmarks for service reliability and communications for electric public utilities and requires electric public utilities to submit to the BPU a review of strategies to mitigate flooding of substations within flood zones.

In addition, the bill requires all public utilities conducting business in the State to file a service reliability plan and an emergency communications strategic plan for review and approval by the BPU. After review of a public utility’s service reliability plan and communications plan, in either or both, the BPU may order the public utility to make such modifications as it deems reasonably necessary to remedy any deficiency.

This bill reaffirms the BPU’s authority to open an investigation to review the performance or communications of a public utility during a disruption of service in the public utility’s service area. If the BPU finds that, as a result of the failure of a public utility to implement its service reliability plan or communications plan, the public utility’s performance was materially less effective, the BPU may impose a civil administrative penalty.

This bill amends existing law to increase the civil penalties paid by all public utilities for violating any law, rule, regulation, or order by the BPU. Civil penalties will be increased from \$100 a day to \$25,000 for each violation, but penalties are not to exceed \$2,000,000 for any series of related events. The “Board of Public Utilities Civil Penalty Fund” will be established in the BPU, into which all penalties collected will be deposited. The money in the fund will be used to increase public utilities’ service quality and reliability. Civil penalties will not be recoverable from ratepayers.

R288-12

**RESOLUTION AUTHORIZING REIMBURSEMENT OF CERTAIN
AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR
SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASON
OF 2011-2012 AND STREET LIGHTING COSTS INCURRED
DURING THE YEAR 2011**

WHEREAS, pursuant to the Condominium Services Act, also known as the "Kelly Act," N.J.S.A. 40:67-23.2, et seq., municipalities are required to provide certain services to qualified private communities a reimbursement payment therefore; and

WHEREAS, the services to be provided (or reimbursed) include the removal of snow and ice from the roads and streets within the qualified private communities, as well as the payment of costs associated with the provision of lighting along the roads and streets within the qualified private communities, to the extent of payment for the electricity required but not including the installation or maintenance of lamps, standard, wiring or other equipment; and

WHEREAS, the City has calculated the amounts that are required to be paid, as a reimbursement, to the various qualified private communities within the City for snow removal costs incurred during the winter season of 2011-2012, and for street lighting costs during the year 2011; and

WHEREAS, the amounts to be reimbursed are specified in more detail on the attached Schedule A; and

WHEREAS, the total amount to be reimbursed for snow removal costs incurred during the winter season of 2011-2012 is \$522.51; and

WHEREAS, the total amount to be reimbursed for street lighting costs incurred during the year 2011 is \$8,910.72; and

WHEREAS, the grand total reimbursement amount for the above years, which includes both the snow removal and street lighting costs referenced above, equates to \$9,433.23; and

WHEREAS, the City of Long Branch wishes to authorize payment of the above reimbursement amounts to the various qualified private communities, which shall be paid in full satisfaction of the City's obligations under the Kelly Act for snow removal costs for the winter season of 2011-2012, and for street lighting costs for the year 2011; and

WHEREAS, the specific amounts to be reimbursed to each of the qualified private communities for the years in question are shown in more detail on the attached Schedule A.

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

1 - That the City hereby authorizes a refund in the total amount of \$522.51 to the various qualified private communities listed on the attached Schedule A., in the specific amounts referenced on the said Schedule, pursuant to the Kelly act, for snow removal costs for the winter season of 2011-2012.

2 - That the City hereby authorizes a refund in the total amount of \$8,910.72 to the various qualified private communities listed on the attached Schedule A., in the specific amounts referenced on the said Schedule A, in

the specific amounts referenced on the said Schedule, pursuant to the Kelly Act, for street lighting costs for the year 2011.

3 - That the refunds authorizing herein shall be forwarded to the official "Association" addresses that are on file with the City of Long Branch for each of the qualified private communities referenced on the attached Schedule. If there is no official "Association" address on file with the City, or if there is any problem associated with locating the proper payee or proper address for any specific refund authorized herein, then the Chief Financial Officer is hereby authorized to retain the refund amount for the benefit of the qualified private community until such time as an investigation has been made and distribution has authorized by the City Attorney's Office.

4 - That the aforesaid reimbursement payments are being made in full satisfaction of the City's obligations under the Kelly Act for snow removal costs for the winter season of 2011-2012, and for street lighting costs for the year 2011.

5 - That a certified copy of this resolution shall be provided to each of the private qualified communities referenced on the attached schedules, Howard Woolley, Administrator, Ronald Mehlhorn, Finance Director, Michael Martin, Comptroller, Fred Migliaccio, Director of Public Works, James Aaron, City Attorney, Fred Rafetto, Esq.

MOVED: Siranni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON December 11, 2012
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 12th DAY OF December, 2012
Kathy L. Schemel
MUNICIPAL CLERK, E.N.C.

SCHEDULE A	REIMBURSEMENT SNOW PLOW & LIGHTING 2011-2012						
PRIVATE COMMUNITY	PROPERTY ADDRESS	MAILING ADDRESS	SNOW 2011-2012	LIGHTS 2011	TOTAL		
	5/30/2012						
ANCHORAGE	480 OCEAN AVE	ATTN: ROBERT KORNBURG UNIT 5C	\$3.78	\$65.52	\$69.30		
ARBOR TERR	735 GREENS	ATTN: MARK COSTA, UNIT 15B	\$13.24	\$196.56	\$209.80		
ATLANTIC GROUP (FEE SIMPLE OWNR)	53 DUNBAR AVE	N/A	\$0.00	\$0.00	\$0.00		
AVERY ARMS	119 AVERY AVE	ATTN: LESLIE PREST, UNIT 22	\$5.67	\$131.04	\$136.71		
BEACHFRONT NORTH GRAND RESORT	11, 22, 33 COOPER	N/A	\$0.00	\$0.00	\$0.00		
BEACHFRONT NORTH HOMEOWNER	GRANT, GREELY, WHITMAN	N/A	\$0.00	\$0.00	\$0.00		
BEACH HOUSE	448 OCEAN AVE	ATTN: ROBERT KANTOR, UNIT 20A	\$9.46	\$131.04	\$140.50		
BEECHWOOD	274 BATH AVE	ATTN: LYNN MC KITTRICK, UNIT 18	\$12.76	\$196.56	\$209.32		
CEDAR GREENS	96 CEDAR	ATTN: SUSAN EMMA, UNIT 9	\$3.78	\$65.52	\$69.30		
CEDAR SQUARE	60 CEDAR	ATTN: MORRIS HERAREY, UNIT 12	\$9.46	\$131.04	\$140.50		
CHALET	720 OCEAN	ATTN: ED TURNER, UNIT 17	\$5.67	\$131.04	\$136.71		
COBBLESTONE	158 HULLICK	ATTN: M. CARR UNIT 2	\$5.67	\$131.04	\$136.71		
CORONET	35 STERNBERGER	ATTN: DAN MANCINI, UNIT G	\$8.51	\$131.04	\$139.55		
DEAL MANOR	1001 NORWOOD	N/A	\$0.00	\$0.00	\$0.00		
DIAMOND BEACH	432 OCEAN BLVD	N/A	\$0.00	\$0.00	\$0.00		
DUNES	310 OCEAN AVEN N	ATTN: MATT MC GINNIS, UNIT 7	\$5.67	\$131.04	\$136.71		
EXCELSIOR	TOWER RD	ATTN: JOHN DOUGLAS 20 TOWER RD	\$11.35	\$196.56	\$207.91		
FEE SIMPLE OWNERSHIP (NO NAME)	12-34 CEDAR AVE	c/o SOL BETESH, 12 CEDAR AVE. LONG BRANCH	\$6.62	\$131.04	\$137.66		
GALSWORTHY	65 CEDAR AVE	ATTN: SHARON WISE, UNIT D8	\$15.13	\$262.08	\$277.21		
GANSETT COURT	11-58 GANSETT COURT	ATTN: ABIGAIL HEALY, UNIT 54	\$8.70	\$196.56	\$205.26		
HARBOUR MANSION	675 OCEAN	ATTN: HANK HUISH UNIT 7K	\$11.35	\$196.56	\$207.91		
HORIZON HOUSE	2 N. BATH AVE	C/O MOLNAR MGT. PO BOX 266 OCEANPORT, NJ 07757	\$11.35	\$196.56	\$207.91		
IMPERIAL HOUSE	787 OCEAN AVE	ATTN: WILLIAM FRITZ, UNIT 805	\$17.97	\$262.08	\$280.05		
KELLY'S LANDING/RIVERVIEW	563-571 PATTEN AVE	N/A	\$0.00	\$0.00	\$0.00		
BRIGHTON HOMEOWNER ASSOC	3 KELLY LANE	ATTN: HOMEOWNER ASSOC, 3 KELLY LANE	\$0.00	\$65.52	\$65.52		
KENSINGTON COURT	317-325 BATH AVE	c/o RICHARD JAMES P.O. BOX 4039, LONG BRANCH	\$9.64	\$196.56	\$206.20		
LAURELS AT LB	LAUREL ST	N/A	\$0.00	\$0.00	\$0.00		
LONG BRANCH CONDO	525 EAST ST	N/A	\$0.00	\$0.00	\$0.00		
MARINA BAY	580 PATTEN AVE	ATTN: WILLIAM HOLDEN, UNIT 84	\$24.96	\$393.12	\$418.08		
MATILDA TERR	468 SECOND AVE	c/o R. DAVISON P.O. BOX 35 LITTLE SILVER NJ 07739	\$3.78	\$65.52	\$69.30		

NAUTILUS	548 OCEAN BLVD	ATTN: CONNIE MARSALA UNIT 7	\$1.89	\$65.52	\$67.41
NEWPORT TOWNHOUSES	51 SOUTH BATH AVE	ATTN: SYDNEY LEMEN, UNIT 6	\$6.62	\$131.04	\$137.66
OCEAN COTTAGE	35 COTTAGE PL	ATTN: LISA SCRIVANO, UNIT 2	\$2.84	\$65.52	\$68.36
OCEAN COVE	717 OCEAN	ATTN: HERBERT TANZMAN, UNIT 1007	\$4.73	\$65.52	\$70.25
OCEAN EAST	460 OCEAN BLVD	ATTN: DENNIS SHERMAN, UNIT A	\$8.13	\$131.04	\$139.17
OCEAN GLEN	340 OCEAN AVE N	ATTN: ALAN R. BINAGHI	\$6.15	\$131.04	\$137.19
OCEAN MEWS	31 CEDAR AVE.	ATTN: KATY SARKOVICS, UNIT 39	\$4.82	\$131.04	\$135.86
OCEAN PLAZA	525 OCEAN BLVD	ATTN: JEFF ROSENZWEIG UNIT 411	\$2.84	\$65.52	\$68.36
OCEAN POINT	422 OCEAN BLVD N	ATTN: ELEANOR WTHINGTON, UNIT 3H	\$9.46	\$131.04	\$140.50
OCEAN VIEW TOWERS	510 OCEAN AVE	ATTN: KATHLEEN BISHOP, UNIT 30	\$4.25	\$65.52	\$69.77
OCEANVIEW VILLA	101-505 VILLA DR	ATTN: MICHAEL RODRIGUEZ, 204 VILLA DR,	\$6.62	\$131.04	\$137.66
OCEAN VILLA	295 OCEAN BLVD	ATTN: PATRICIA CARLE, UNIT 2	\$2.36	\$65.52	\$67.88
OCEANSIDE VILLA	700 OCEAN AVE	ATTN: ELLEN DWECK, UNIT 1	\$7.56	\$131.04	\$138.60
PAVILION BEACH	25-35 PAVILION AVE	ATTN: ANN MAHER, 31 PAVILION AVE. LONG BRANCH	\$3.78	\$65.52	\$69.30
PATTEN WOODS	21-128 SHORE DR	ATTN: TYLER TARDIFF, 117 SHORE DR.	\$26.10	\$393.12	\$419.22
PATTEN COURT	2-20 SHORE DR	ATTN: LAURA ALLOCCO, 12 SHORE DR	\$4.73	\$65.52	\$70.25
PATTEN/RIDDLE (NO NAME)	583-593 PATTEN AVE	N/A	\$0.00	\$0.00	\$0.00
PRESIDENTIAL TOWER	300 OCEAN AVE N	ATTN: JOHN SULLIVAN, UNIT 4A	\$9.46	\$131.04	\$140.50
PRESIDENTIAL VILLAGE	280 OCEAN AVE N	ATTN: DIANA RUEDA, BOX 12, 280 OCEAN AVE. N	\$3.12	\$65.52	\$68.64
PROCTOR ESTATES	216 N. 5TH, 205 N. 6TH	N/A	\$0.00	\$0.00	\$0.00
PROVIDENCE PL	450 OCEAN BLVD	ATTN: JEFF ADAMS, UNIT 7	\$5.01	\$131.04	\$136.05
RENAISSANCE	RIVERIA DR	ATTN: WENDY DORF, 44 RIVERIA DR.	\$18.91	\$262.08	\$280.99
RIVERGATE	RIVERGATE WAY	ATTN: LYLE KENDAL, UNIT 76	\$15.13	\$262.08	\$277.21
RIVERWALK (JOLINE MANOR)	168 ROCKWELL	ATTN: EDGAR GONZALEZ, 184 ROCKWELL AVE	\$4.25	\$65.52	\$69.77
ROCKWELL ESTATES	200 ROCKWELL	ATTN: RAYMOND SCHREHOFER, BOX 12	\$3.50	\$65.52	\$69.02
SAND PEBBLES	455 OCEAN BLVD	N/A	\$0.00	\$0.00	\$0.00
SANDCASTLE	384 OCEAN AVE N	ATTN: PEGGY CHIARELLA, UNIT 4C	\$9.46	\$131.04	\$140.50
SEA DUNES	477 OCEAN AVE N	ATTN: TOM PANNINO, UNIT 2F	\$2.17	\$65.52	\$67.69
SEA VILLA	680 SECOND AVE	N/A	\$0.00	\$0.00	\$0.00
SEA WINDS 1	NEWPORT/SEABREEZE/SUNSET	C/O JAY HARVEY 42 SUNSET AVE, LONG BRANCH	\$30.81	\$458.64	\$489.45
SEA WINDS 2	1-12 NAVESINK COURT	N/A	\$0.00	\$0.00	\$0.00
SEAVIEW PARK	26 OCEAN TERR	c/o J GONSALVES 16 MINUTEMAN CT, BASKING RIDGE NJ 07920	\$1.89	\$65.52	\$67.41
SEAWATCH	764 OCEAN AVE	ATTN: JOSEPH MAURIELLO, UNIT B10	\$14.18	\$196.56	\$210.74
SHORE POINT	1-28 BAYVIEW CT	ATTN: EDWINA SHAPIRO, 11 BAYVIEW CT.	\$7.00	\$131.04	\$138.04

SHORES AT LONG BRANCH	CORAL PL	ATTN: JACK KANAREK, 6 CORAL PL	\$12.12	\$196.56	\$208.68	
SPRUCE COMMONS	190 SPRUCE ST	ATTN: BARBARA OLIVER, UNIT 6	\$4.73	\$65.52	\$70.25	
SUTTON PLACE	388 OCEAN AVE N	ATTN: ROKSANNA BEDRIJ UNIT 5D	\$10.97	\$196.56	\$207.53	
THE VILLAS AT HARBOR ISLAND	WATERVIEW WAY	ATTN: MARVIN STEINBERG, 18 WATERVIEW WAY	\$24.58	\$393.12	\$417.70	
TWIN GARDENS	721 GREENS	ATTN: ELAINE ESPY UNIT 26,	\$9.46	\$131.04	\$140.50	
VICTORIAN VILLAGE	1-12 GRACE CT	ATTN: MS CYNTHIA FONTANEZ, UNIT 5	\$3.78	\$65.52	\$69.30	
WERTHEIM PL (NO NAME)	707 708 719 725 WERTHEIM PL	N/A	\$0.00	\$0.00	\$0.00	
WESTWIND	50 STERNBERGER	c/o MARILYN BLAINE, 2428 BRIDGE AVE, PT PLSNT NJ 08742	\$7.09	\$131.04	\$138.13	
WESTWOOD VILLAGE	364 WESTWOOD	ATTN: MELINDA BRENNER, UNIT 48	\$12.76	\$196.56	\$209.32	
WINDWARD CONDOS	165 RIDDLER AVE	ATTN: RITA MERENYI, UNIT 5	\$4.73	\$65.52	\$70.25	
GRAND TOTALS			\$522.51	\$8,910.72	\$9,433.23	\$9,433.23

R# 289-12

**RESOLUTION TO REFUND
OVERPAYMENT OF TAXES DUE TO
PROPERTY TAX DEDUCTION**

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 taxpayers shown below due to an overpayment of 2012 taxes. The overpayment is the result of an error in the fourth (4th) quarter tax payment by the taxpayer on properties which were granted the property tax deduction indicated for 2012.

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below in the total amount of \$1,286.10.

BLOCK	LOT	OWNER	DEDUCTION	AMOUNT
93	4.117	Joanna Aaron 65 Cedar Avenue Unit # A-17 Long Branch, NJ 07740	Senior	250.00
145	9.22	Robert Prest 119 Avery Avenue Unit H22 Long Branch, NJ 07740	Veteran	250.00
160	18.09	Naum Katz 381 West End Avenue Long Branch, NJ 07740	Senior	250.00
453	1	James F. Cannella 459 Florence Avenue Long Branch, NJ 07740	Exempt Veteran	536.10

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON December 11, 2012
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, 2012
Kathy L. Schele
MUNICIPAL CLERK, R.M.C.

R# 290-12

**RESOLUTION TO REFUND
OVERPAYMENT OF
2012 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 on
the attached sheet due to an overpayment of 2012 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue
individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2012 taxes in the
total amount of \$63,198.62.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON December 11, 2012
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 12th DAY OF December, 2012
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.

BLOCK	LOT	OWNER	AMOUNT
266	4	375 Broadway / Smock LLC 100 West 33 rd Street, Suite 1105 New York, NY 10001	148.49
457.02	11	Altenau, Michael & Maureen 476 Narragansett Avenue Long Branch, NJ 07740	1,573.56
12	7	BAC Tax Services Corporation Account of: Dweck, Isaac & Roni 1757 Tapo Canyon Road Simi Valley, CA 93063	2,867.98
109	4.01	BAC Tax Services Corporation Account of: Elia, Mark & Ann Marie 1757 Tapo Canyon Road Simi Valley, CA 93063	2,286.15
266	11	BAC Tax Services Corporation Account of: Pardini, Daiana & Luciano 1757 Tapo Canyon Road Simi Valley, CA 93063	485.83
425	11.404	BAC Tax Services Corporation Account of: Wolf, Steven 1757 Tapo Canyon Road Simi Valley, CA 93063	1,763.10
42	10	Citi Mortgage Inc. c/o Corelogic Account of: Cohen, Marc & Miriam PO Box 961250 Fort Worth, TX 76161-9887	1,718.04
140	5.06	Citi Mortgage Inc. c/o Corelogic Account of: Voogt Anita PO Box 961250 Fort Worth, TX 76161-9887	427.06
144	2	Citi Mortgage Inc. c/o Corelogic Account of: Nilson, Jolene & Edwin PO Box 961250 Fort Worth, TX 76161-9887	2,372.49
173	15	Citi Mortgage Inc. c/o Corelogic Account of: Benson, Donna PO Box 961250 Fort Worth, TX 76161-9887	1,416.52
257	8	Citi Mortgage Inc. c/o Corelogic Account of: Siciliano, James PO Box 961250 Fort Worth, TX 76161-9887	2,405.65
457	7.054	Citi Mortgage Inc. c/o Corelogic Account of: Paskin, Michael PO Box 961250 Fort Worth, TX 76161-9887	1,371.30
484	7.01	Citi Mortgage Inc. c/o Corelogic Account of: Schwartz, Richard PO Box 961250 Fort Worth, TX 76161-9887	979.50

163	18	Columbia Bank c/o Corelogic Account of: Goldman, Gregory PO Box 961250 Fort Worth, TX 76161-9887	1,314.49
405	11	Engler, Robert & Iliana 33 Roseway Court Old Tappan, NJ 07675	970.23
257	3.01	Everhome Mortgage c/o LERETA Account of: Delisa, Vincent 1123 Park View Drive Covina, CA 91724	2,529.07
88	7.03	Fulton Bank, N.A. c/o CoreLogic Account of: Laboy, Edna Bonnie PO Box 961250 Fort Worth, TX 76161-9887	979.50
487	6.12	Geary, Donald & Deborah 1578 Merry Weather Drive Bethlehem, PA 18015	1,469.40
485	1.166	GMAC Mortgage LLC c/o Corelogic Account of: Ferguson, Howard PO Box 961250 Fort Worth, TX 76161-9887	1,931.62
487	6.09	GMAC Mortgage LLC c/o Corelogic Account of: Molino Family PO Box 961250 Fort Worth, TX 76161-9887	1,469.25
485	1.108	Hudson City Savings Bank Account of: Di Tolla, Nancy West 80 Century Road Paramus, NJ 07652	2,041.21
425	11.103	Jones, Roger & Jesemine 388 Ocean Avenue No., Unit 1-C Long Branch, NJ 07740	1,567.20
65	6	JP Morgan Chase Bank c/o CoreLogic Account of: Sabbagh, Ayash & Sarit PO Box 961250 Fort Worth, TX 76161-9887	777.72
425	11.203	JP Morgan Chase Bank c/o Corelogic Account of: Banerjee, Pradip PO Box 961250 Fort Worth, TX 76161-9887	1,567.20
425	11.502	JP Morgan Chase Bank c/o Corelogic Account of: Pascale, Elaine PO Box 961250 Fort Worth, TX 76161-9887	1,567.20
89	12	JPMorgan Chase Bank c/o CoreLogic Account of: Idy, Morris PO Box 961250 Fort Worth, TX 76161-9887	1,908.07

417	12	Lighthouse Property, LLC 51 Saw Mill Pond Road Edison, NJ 08817	1,724.74
257	18	Long Branch Executive Offices, LLC 432 Ocean Avenue, Unit 516 Long Branch, NJ 07740	80.51
12	6.03	MetLife Home Loans c/o CoreLogic Account of: Winters, Brian & Cipora PO Box 961250 Fort Worth, TX 76161-9887	2,201.92
88	3.01	Ocean First Bank c/o CoreLogic Account of: Tawil, David PO Box 961250 Fort Worth, TX 76161-9887	1,077.45
253	6	PHH Mortgage c/o Corelogic Account of: Attardi, James PO Box 961250 Fort Worth, TX 76161-9887	1,823.05
489	9.81	PHH Mortgage c/o Corelogic Account of: Scott, Elizabeth PO Box 961250 Fort Worth, TX 76161-9887	2,192.12
425	11.503	PNC Mortgage c/o Corelogic Account of: Rich, Stuart PO Box 961250 Fort Worth, TX 76161-9887	1,567.20
457	7.021	Sovereign Bank c/o Corelogic Account of: Caruana, Edward PO Box 961250 Fort Worth, TX 76161-9887	1,371.30
487	6.08	Sovereign Bank c/o Corelogic Account of: Mikhail, Samir PO Box 961250 Fort Worth, TX 76161-9887	1,469.25
87	9.344	Wells Fargo Home Mortgage Account of: Klein, Leonard & Corynne One Home Campus MACX2302-04D Des Moines, IA 50328-0001	493.67
88	3.19	Wells Fargo Home Mortgage Account of: Viola, Gemma One Home Campus MACX2302-04D Des Moines, IA 50328-0001	1,077.45
132	3.05	Wells Fargo Home Mortgage Account of: Henderson, Guy One Home Campus MACX2302-04D Des Moines, IA 50328-0001	979.50
160	17.02	Wells Fargo Home Mortgage Account of: DelaCruz, Julio One Home Campus MACX2302-04D Des Moines, IA 50328-0001	1,257.68

425	11.104	Wells Fargo Home Mortgage Account of: Cilia, John One Home Campus MACX2302-04D Des Moines, IA 50328-0001	1,665.15
425	11.303	Wells Fargo Home Mortgage Account of: Vernaci, Louis One Home Campus MACX2302-04D Des Moines, IA 50328-0001	1,567.20
454	7.17	Wells Fargo Home Mortgage Account of: Fontanez, Ismael One Home Campus MACX2302-04D Des Moines, IA 50328-0001	1,273.35
487	6.11	Wells Fargo Home Mortgage Account of: Catalano, Samuel One Home Campus MACX2302-04D Des Moines, IA 50328-0001	1,469.25

R# 291-12

RESOLUTION TO CANCEL
PART OF 2012 TAXES
UNDER NJSA 54:4-3.30 BY
THE RECOMMENDATION OF
THE TAX ASSESSOR

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Assessor, the 2012 taxes shown below be cancelled due to the property being tax exempt under NJSA 54:4-3.30 from May 1, 2012 and thereafter and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$2,089.60.

BLOCK	LOT	OWNER	AMOUNT
453	1	James F. Cannella	\$2,089.60

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON December 11, 2012
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, 2012
Kathy L. Scheele
MUNICIPAL CLERK, R. N.

R# 292-12

CITY OF LONG BRANCH
COUNTY OF MONMOUTH

RESOLUTION SUPPORTING THE TOP 10 WAYS FOR (JERSEY CENTRAL POWER & LIGHT) JCP&L TO IMPROVE IT OVERALL LEVEL OF SERVICE TO MUNICIPALITIES AND CUSTOMERS THAT IT SERVES BASED ON THE COLLECTIVE RECOMMENDATIONS OF MONMOUTH COUNTY MAYORS DURING THE 3RD ANNUAL SNOW SUMMIT HELD IN THE BOROUGH OF TINTON FALLS

WHEREAS, Tinton Falls Mayor Michael Skudera and Middletown Mayor Anthony Fiore co-hosted the 3rd Annual Snow Summit in the Borough of Tinton Falls, NJ; and

WHEREAS, these summits were started after the blizzard of 2010 by Mayor Michael Skudera as a way for municipalities to come together and share services, exchange ideas, and discuss ways to improve their response and cleanup efforts relating to winter weather and other weather emergencies; and

WHEREAS, the 3rd Annual Snow Summit focused on proactive and constructive ways for JCP&L to improve their overall level of service and communications to the municipalities and customers that they serve after the devastating effects of Sandy and a Nor'easter that subsequently followed; and

WHEREAS, the Mayors of Monmouth County collectively discussed ways in how JCP&L should improve their overall level of service and agreed on a top 10 list of items to be forwarded to JCP&L, the New Jersey Board of Public Utilities, the Monmouth County Board of Chosen Freeholders, the New Jersey State Assembly, New Jersey State Legislature, and the Office of the Governor of New Jersey.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch in the County of Monmouth, New Jersey, the following suggestions and action items are fully supported as follows:

1. **Regional Conference Calls:** Smaller, regional conference calls between JCP&L and the mayors would provide greater detailed information and increase interactions compared to the current statewide conference calls.
2. **Process Redesign:** Provide an easy to use, web-based process for municipalities to register priority areas with JCP&L instead of the current process of JCP&L informing municipalities of their perceived priorities. Such priorities should include but not be limited to the following: hospitals, schools, senior complexes, nursing homes, group homes, schools, sewer pumping stations, major traffic intersections, and emergency services infrastructure.
 - a. **Substations:** A web-based process should exist for municipalities to request that JCP&L relocate substations that are in flood zones or other hazardous areas prone to storm damage.
 - b. **Recurring Outage Areas:** A web-based process should exist for municipalizes to register problem areas that frequently lose power with

JCP&L so the areas can be inspected and a long-term solution could be provided.

3. **Power Grid:** JCP&L should provide each municipality with an understanding of how their local power grid works and how it affects the community. Such information should include but not be limited to physical or electronic maps depicting power stations, transmission lines, and transformers that could eventually be incorporated into municipal GIS systems.
4. **Proactive Tree Trimming:** JCP&L should work with municipalities and homeowners to identify, plan, and coordinate a long-term proactive effort to prune trees in the municipality
5. **On-Site Support** – JCP&L should establish a fair and equitable formula to provide on-site support to a municipality based on the overall population of each municipality during severe weather events. As an example, for each 5,000 residents in a municipality's population, JCP&L should provide one on-site support resource that will work with a municipality Office of Emergency Management. This will enable issues to be reported faster and allow for greater communications and productivity between the municipalities and JCP&L. Currently municipalities share a JCP&L representative who may cover several towns and is located off-site.
6. **Intra-Utility Communications:** JCP&L should outline its process to municipalities on how it intends to provide greater communication and coordination between itself and other supportive utilities including but not limited to Verizon, Comcast, and NJ Natural Gas. Currently there is a lag time between the utilities and for example Verizon will erect a new pole that will set there for days before JCP&L fixes the wires.
7. **Capital Plan:** JCP&L should provide each municipal with an overall understanding and commitment to long term infrastructure improvements which should include but not be limited to power lines, equipment, and employees. This plan should be updated every year and sent to each municipality.
8. **Dedicated Crews:** JCP&L should provide each municipality with information on how many trucks are working in each town with a focus on keeping dedicated crews in each town during severe weather. Currently JCP&L crews are spending time traveling to sites at different locations in different towns and are not working in one section at a time. JCP&L crews should work directly with the municipalities Office of Emergency Management to determine effected areas and set priorities rather than having the operations being run remotely from an off-site location.
9. **Communication Upgrades:** JCP&L should provide each municipality with an outline on how it intends to upgrade its overall communications with the residents and municipalizes that they service. This should include but not be limited to the following:

- a. **Web Services:** JCP&L should include the addition of Web Services using the XML (Extensible Markup Language), SOAP (SOAP Simple Object Access Protocol), WSDL (Web Services Description Language) and UDDI (Universal Description, Discovery and Integration) open standards to allow municipalities to directly consume data into their internal systems rather than continually having to manually monitor and check the JCP&L website for relevant updates and information. Web Services would greatly increase the communications to municipalities and should include street-by-street updates and time estimates.
 - b. **Internet Upgrades** – The aforementioned section should also be included on the website of JCP&L and in addition, a color-coded map should be included visibly displaying the outages at a street level.
 - c. **Emergency Alerts** – JCP&L should provide its plans to each municipality on how it intends to advertise and use an emergency alert (reverse 911) system to provide its customers with relevant information to their home phones, cell phone, and mobile devices.
10. **Enhanced Call Center:** JCP&L should outline and provide each municipality with its plans to overhaul and enhance its customer call center and look for ways to make it more regionally-based. Currently during power outages, municipalities are taking thousands of calls per day and are not provided with relevant information from JCP&L.

MOVED: *Sirianni*
 SECOND: *Pallone*
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON *December 11, 2012*
 IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS *11th* DAY OF *December*, 2012
Kathy L. Schemel
 MUNICIPAL CLERK, E.M.

R# 293-12

A RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT RECREATION TO SUBLEASE A 1244 SQUARE FEET AT 226 BROADWAY IN THE CITY OF LONG BRANCH FROM THE FIRST ATLANTIC FEDERAL CREDIT UNION AS SUBLANDORD

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

WHEREAS, a portion of said property is rented to the First Atlantic Federal Credit Union; and

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

WHEREAS, the Recreation Department of the City of Long Branch has a need for the use of a 1244 square feet of space which space cannot be provided to the Recreation Department in any current City owned property; and

WHEREAS, the Federal Atlantic Credit Union is agreeable to leasing 1244 square feet on the first floor at 226 Broadway in the City of Long Branch to the City for use by the Recreation Department and pursuant to the Sublease Agreement annexed hereto and made a part hereof; and

WHEREAS, the monthly rent amount will be \$1,683.18 until March 1, 2013 and \$1,716.84 a month until lease termination as well as a security deposit equal to one month's rent; and

WHEREAS, the funds are available in Account No. 2-01-081-235 not to exceed an amount of \$ 20,500.56 as certified to by the Chief Financial Officer of the City of Long Branch; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor of the City of Long Branch be and is hereby authorized to execute a Sublease Agreement by and between the First Atlantic Federal Credit Union and the City of Long Branch in an amount not to exceed \$ 20,500.56.

MOVED: Bastelli

SECONDED: Pallone

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 4

NAYES: 0

ABSENT: 0

Abstain: 1 - Celli

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON December 11, 2012

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 2012

Kathy L. Schmelz
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:

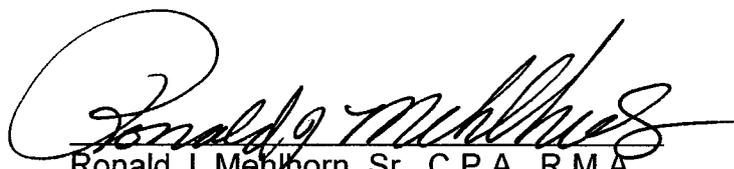
RECREATION \$ 20,500.56 ANNUAL CONTRACT

Said contract being made as follows:

FIRST ATLANTIC FEDERAL CREDIT UNION \$1,683.00 MONTHLY

Said funds being available in the form of:

RECREATION APPRO. # 2-01-081-235 CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2013 ADOPTED AND FUTURE BUDGETS.


Ronald J. Menhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

12-11-12
Date

SUBLEASE AGREEMENT

This Sublease Agreement entered into by and between, **FIRST ATLANTIC FEDERAL CREDIT UNION (Sublandlord)**, and **CITY OF LONG BRANCH (Subtenant)**.

1. Leased Premises. (a) Sublandlord subleases to Subtenant, and Subtenant subleases from Sublandlord, the premises known as first floor, 226 Broadway, Long Branch, New Jersey, which space consists of approximately 1,244 square feet of area. It is expressly provided and agreed that the premises are leased absolutely "as is" without any representation or warranty whatsoever; Subtenant acknowledges that Subtenant is satisfied with the condition of the premises, and accepts the premises "as is".

(b) The parties acknowledge that First Atlantic Federal Credit Union leases the premises here at issue from the Greater Long Branch Chamber of Commerce ("Overlandlord"). This Sublease is expressly subject to and contingent upon the Overlandlord giving written consent to same. This Sublease may not be modified or amended, without the express written consent of the Overlandlord.

2. Lease Term and Rent. (a) This Sublease commences upon the full execution hereof, and shall terminate twelve (12) months later.. This Sublease can be extended to 31 March 2014 on agreement of all parties..

(b) Upon full execution hereof, Subtenant shall pay to Sublandlord the first month's rent of \$1683.18/month until March 31, 2013 & \$1716.84/month until lease termination as well as a security deposit equal to one (1) month's rent (the security deposit shall be held by Sublandlord, as security for the full and faithful performance by Subtenant of all of Subtenant's obligations under this Sublease, but the security deposit shall not constitute a limitation of Subtenant's liability regarding such obligations; any interest accrued on the security deposit is the property of the Sublandlord). Subtenant will also pay CAM charges as invoiced by Sublandlord on receipt from Overlandlord.

(c) Any and all provisions of this Sublease requiring the Subtenant to make a payment to the Sublandlord are hereby amplified to provide that all such payments shall be deemed to be additional rent.

3. Use. The premises sublet hereby shall be used only as and for office space for The City of Long Branch Recreation Department and for no other purpose. The premises shall not be used for any unlawful purpose or illegal activity. Subtenant may only operate within the demises premises between the normal hours of the City of Long Branch Recreation Department. The premises shall be closed outside of said hours.

4. Utilities. Subtenant shall be responsible for payment for all utilities serving the demised premises.

5. Compliance with Rules, Regulations, Laws. (a) Subtenant shall comply, now and in the future, with all rules, regulations, and laws applicable to the premises and/or Subtenant's use of same, including but not limited to all of Overlandlord's rules (whether now in effect or established in the future), and all rules, regulations, and/or laws of any and all federal, state and local governmental entities, agencies or authorities having jurisdiction over the premises. Subtenant at all times shall maintain the sublet premises and operating systems in a good repair, and in neat, clean, orderly and safe condition. (b) Subtenant shall comply with all applicable environmental rules and regulations in conjunction with Subtenant's use of the sublet premises.

6. Maintenance, Repair and Alternation. Subtenant shall be responsible for repairing/replacing any part or system of the sublet premises that needs repair/replacement.. Subtenant may not alter the

sublet premises or any part thereof without the prior written approval of the Sublandlord and the Overlandlord.

7. **Default.** It shall be a Default ("Default") under this Sublease if: (a) Subtenant fails to pay any rent or additional rent to Sublandlord within ten (10) days after such amount is due; (b) Subtenant fails to timely perform or observe any other agreement or obligation in this Sublease to be performed or observed by Subtenant; (c) Subtenant vacates or abandons the sublet premises or vacates or abandons any material portion of the sublet premises for more than ten (10) days; or (d) a voluntary or involuntary petition in bankruptcy is filed by, for or against the Subtenant; Subtenant makes an assignment for the benefit of creditors or enters into an agreement whereby control of its business is lost to a committee of creditors; Subtenant's interest hereunder is subject to attachment, execution or other judicial levy; Subtenant seeks an arrangement or other relief under Title 11 of the United States Bankruptcy Code or any other relief under any applicable laws relating to bankruptcy, insolvency or the relief of debtors; or a receiver or similar officer is appointed to take possession of Subtenant's property and the same is not discharged within 30 days after the date of such appointment.

8. **Remedies.** (a) In the event of a default by Subtenant regarding payment of rent or additional rent, Sublandlord may immediately terminate this Sublease, without notice, and exclude Subtenant from possession of the sublet premises. (b) In the event of a default by Subtenant regarding some action or inaction other than nonpayment of rent or additional rent, Sublandlord shall give Subtenant notice and 5 days to cure such default; if Subtenant fails to cure within said 5-day time frame, Sublandlord may immediately terminate this Sublease, without further notice, and exclude Subtenant from possession of the sublet premises. (c) Sublandlord shall further have all such rights and remedies available hereunder and/or under applicable law; all Sublandlord's rights and remedies are cumulative. (d) No receipt of money by Sublandlord from Subtenant or from any other party, after termination of this Sublease due to default shall reinstate this Sublease. (e) Nothing contained herein shall be construed to adversely affect the right of Sublandlord to indemnification for any liability of Subtenant arising prior to termination of this Sublease. All indemnifications contained in this Sublease shall survive the termination of this Sublease for any reason whatsoever, including expiration of the Sublease term.

9. **Insurance.** (a) **Sublandlord's Casualty Insurance.** Sublandlord shall keep the premises insured against loss or damage by fire, vandalism and malicious mischief. Subtenant shall comply with all insurance company requirements applicable to the use of the premises, and Subtenant shall not use the premises, or permit the premises to be used in any manner which would increase the premium of the insurance described above or cause a cancellation of any such insurance policy. Subtenant shall not keep in or about the premises any article which may be prohibited by any standard form policy of fire insurance.

(b) **Subtenant's Casualty Insurance.** Subtenant shall keep all of the Subtenant's improvements and Subtenant's trade fixtures, equipment, furniture, machinery, inventory and other personal property ("Subtenant's Property") insured against the following risks: (i) loss or damage by fire, vandalism and malicious mischief, sprinkler leakage, and all other physical loss perils in an amount not less than one hundred percent (100%) of the replacement cost. Subtenant releases Sublandlord from any and all liability for casualty damage or loss to same.

(c) **Subtenant's Liability Insurance.** The Subtenant at Subtenant's own cost and expense, shall obtain or provide and keep in full force for benefit of the Sublandlord, and with said policy setting forth the Sublandlord and the Overlandlord as named insureds during the term hereof, standard form, combined single limit general public liability insurance insuring the Sublandlord and the Overlandlord against any and all liability or claim of liability arising out of, occasioned by or resulting from any acts of the Subtenant and/or otherwise in or about the sublet premises, for injuries to any person or persons with a limit of not less

than **one million dollars** in any one accident or occurrence, and for loss or damages to the property of any person or persons for not less than **one million dollars**. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Sublandlord, together with evidence of the payment of the premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Subtenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Subtenant shall deliver a renewal or replacement policy with proof of payment of the premium therefor. The policies shall provide that same may not be canceled without 30 days prior written notice to the Sublandlord.

(d) Worker's Compensation. Subtenant shall maintain worker's compensation insurance as required by applicable Laws and liability insurance covering claims commonly covered by worker's compensation insurance for all persons employed by Subtenant on the premises.

(e) Waiver of Subrogation. Sublandlord and Subtenant release each other from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the premises or Subtenant's property suffered by or caused by any of the perils covered by any casualty insurance policy to the extent of such insurance, notwithstanding the fact that such peril shall have been caused by the fault or negligence of the other party. Each party shall request their insurers provide said waivers, and each party shall obtain any special endorsements that may be required to evidence compliance with the waivers. If either party is unable to obtain such waivers from its insurer, that party shall notify the other party.

10. Surrender of Premises. Upon the expiration or termination of this Sublease for any reason, Subtenant shall surrender the premises to Sublandlord in good condition and repair, broom clean, normal wear and tear excepted. Any damage to the sublet premises or any adjacent portions of the premises caused by Subtenant's removal of any of Subtenant's property shall be repaired at Subtenant's cost. If Subtenant fails to remove any of the Subtenant's property, Sublandlord may remove, store and/or dispose of such property as Sublandlord determines in its sole discretion, and Subtenant shall pay Sublandlord, upon demand, all costs and expenses associated with such removal, storage or disposal.

11. Assignment and Subletting. Subtenant may not sublet, assign, transfer or encumber this Sublease or any interest therein, or the premises here at issue, or any part thereof.

12. Indemnification. Subtenant shall defend, indemnify and hold harmless Sublandlord and the Overlandlord, and their respective members, managers, agents, attorneys, employees, licensees, and invitees, from and against any and all injuries, damages, claims, demands, liens, liabilities, losses, penalties, fines, causes of action, judgments, costs or expenses of any kind or nature, including, without limitation, attorneys' and professional fees and court costs, caused by, arising out of or relating to: (a) the use and/or occupancy of the premises by the Subtenant or any of Subtenant's members, managers, agents, employees, licensees, and/or invitees; and/or (b) any act or omission of Subtenant or any of Subtenant's members, managers, agents, employees, licensees, and/or invitees; and/or (c) any default hereunder or any failure to perform any agreement or obligation to be performed by Subtenant.

13. No Waiver. The waiver by Sublandlord of any default or the breach of any agreement or obligation hereunder shall not be deemed to be a waiver of any subsequent default or breach.

14. Signs. Subtenant shall not affix, attach or otherwise place any sign at or within any part of the premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld. Subtenant shall further obtain the written consent of the Overlandlord for any such sign(s), and

Subtenant shall also comply with all applicable laws and ordinances with respect to any and all signs installed by Subtenant.

15. Subordination. This Sublease and all of Subtenant's and Sublandlord's rights hereunder, shall at all times be and remain inferior and subordinate to any and all mortgages that may encumber the premises now and in the future. If requested by the Overlandlord, Subtenant and Sublandlord shall execute estoppel certificates and/or subordination agreements, and such further documentation, as Overlandlord and/or Overlandlord's mortgage lenders may request, now and in the future.

16. Copies of Notices to Overlandlord. The parties hereto provide and agree that they shall each carbon-copy the Overlandlord (the Greater Long Branch Chamber of Commerce, 228 Broadway, Long Branch, NJ 07740) on any and all notices that are issued from one of the parties hereto to the other.

17. No Recording. Neither this Sublease, nor any memorandum hereof, shall be recorded by either party hereto. Violation of this provision by Subtenant shall constitute default under this Sublease.

18. Other Provisions. (a) In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this agreement may require.

(b) This agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

(c) This agreement constitutes the entire understanding and agreement between the parties regarding the subject matter set forth herein, and same may not be modified without the written agreement of the parties.

(d) In the event that any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to any person or circumstance other than those to whom it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) Should any party hereto employ an attorney or seek judicial enforcement of their rights hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including those in appellate proceedings, from the other party hereto.

(f) This contract may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(g) No failure on the part of any party hereto to exercise any power, right, privilege or remedy hereunder, and no delay on the part of any party hereto in exercising any power, right, privilege or remedy hereunder, shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(h) The captions contained herein are inserted only for convenience of reference, and in no way define, limit or extend the scope or intent of this agreement or any provision hereof.

19. Exhibits. The following Exhibits are attached hereto and incorporated herein:
Demised Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Agreement to be duly executed the date(s) indicated.

FIRST ATLANTIC FEDERAL CREDIT UNION (Sublandlord)

By: _____ Dated: _____

E. JOHN CULP, II, PRESIDENT and CEO

(Subtenant)

CITY OF LONG BRANCH NEW JERSEY

By: _____ Dated: _____

R# 294-12

**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: Sirianni
SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

State of New Jersey
County of Monmouth
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on December 11, 2012

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, 2012

Kathy L. Schmelz
Kathy L. Schmelz, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of December 11, 2012. 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 and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Additional Rent for Municipal Court - May 2012 / December 2012	*	4,840.88
A T & T	Utilities - Telephone - October & November 2012 - Various Locations	*	1,889.44
ADP	Time Clock Rentals - Comptroller	*	2,274.96
All Industrial Safety Products, Inc.	Gloves & Vests - To Be Used By Emergency Personnel & Volunteers - Due To Hurricane - DPW		261.12
American Van Equipment, Inc.	Misc. Parts - PW #02 - DPW		387.40
Ansell, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - October 2012	*	27,707.35
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - October 2012	*	2,500.00
Ansell, Grimm & Aaron	Legal Services Rendered - Hotel Campus - October 2012	*	418.00
Bergey's Truck, Inc.	Service Call - PW #211 - DPW		1,111.47
Big A Trucking Co.	Misc. Parts - Truck #25-5-75 - Fire Dept.		172.00
CDWG	Fax Machine - DPW		78.99
Charles Shirley	Reimbursement for Purchase of Dropbox (Online Storage) - Police Dept.		99.00
Cherry Valley Tractor Sales, Inc.	Misc. Parts - PW #102 - DPW		188.30
City of Long Branch Clearing Account	Reimburse Clearing Account	*	30,625.35
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,114.74
City of Long Branch Clearing Account	Reimburse Clearing Account	*	151,415.06
City of Long Branch Clearing Account	Reimburse Clearing Account	*	571,303.73
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,154,131.74
City of Long Branch Payroll Agency	DCRP Contribution - September 2012	*	39.16
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	43,394.31
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	1,110,737.43
Coast Hardware Co.	Misc. Hardware - September & October 2012 - Various Depts.		180.16
CWA Local 1038	Dental/Vision - December 2012	*	5,100.00
Deanna Vincelli	Mileage Reimbursement - Processing Paperwork for City Calendar - 11/15/12 - Purchasing Dept.		6.11
DiFrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Appeals - October 2012		6,389.20 Pymt #4
Dutch Prime Foods	Truck Rental - To Be Used at OEM Building - Due To Hurricane - DPW		100.00
Eric Reisher	Technical Support Services - September & October 2012 - L.B. Cable Commission		325.00
F & C Automotive Supply	Misc. Parts - PW #252 & #918 - DPW		89.48
Fastenal Co.	Fittings for DPW Stock		89.52
Fine Fare	Food for Fall Foliage Trip - 10/26/12 - Senior Affairs		190.38
Fisher's Repair	Repair (2) Chainsaws - Fire Dept.		102.11
Fort Dearborn Life Insurance	Life Insurance - December 2012	*	1,182.33
Freehold Ford, Inc.	Misc. Parts - PD #20 & #26 - DPW		1,615.00
G & M Trophy, Inc.	(32) Memorial Bench Plaques - DPW		560.00
General Linen & Paper Supply	Janitorial Supplies for City Hall Building - DPW		83.48

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,903.68
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	421.07
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	5,482.61
Fort Dearborn Life Insurance	Life Insurance - December 2012	*	1.96
Horizon Blue Cross Blue Shield	Health Benefits - December 2012	*	2,764.13
Horizon Blue Cross Blue Shield	Dental Benefits - December 2012	*	109.87
Vision Service Plan	Vision - December 2012	*	20.32

TOTAL DOG 23,678.98

AWT Environmental Services, Inc.	Cherry Street Park Improvements - August / September 2012		6,006.91	Pymt #3
Beverly Baxter	Ceramic Instruction - October 2012 - Community Dev. / Senior Affairs		1,268.75	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	112.62	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	87,730.71	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,919.94	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,080.01	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	437.25	
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	5,642.76	
Fort Dearborn Life Insurance	Life Insurance - December 2012	*	9.80	
Great America Leasing Corp.	Copier Lease - December 2012 - Community Dev.	*	112.62	
Horizon Blue Cross Blue Shield	Health Benefits - December 2012	*	3,681.90	
Horizon Blue Cross Blue Shield	Dental Benefits - December 2012	*	156.00	
New Jersey Natural Gas	Utilities - Gas - 10/9-11/13/12 - UEZ	*	44.50	
Vision Service Plan	Vision - December 2012	*	27.74	
Zeybrah, Inc.	Performance in Festival - 8/11/12 - Community Dev.	*	1,200.00	

TOTAL HUD 110,424.60

A T & T	Utilities - Telephone - October & November 2012 - UEZ	*	110.90
Bulwark Systems, LLC.	Tax Sale Premium	*	3,100.00
Cancer Care, Inc.	Refund of Police Outside Overtime	*	1,922.56
City of Long Branch Clearing Account	Reimburse Clearing Account	*	600.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	30,203.08
City of Long Branch Clearing Account	Reimburse Clearing Account	*	98,723.79
City of Long Branch Clearing Account	Reimburse Clearing Account	*	9,474.77
City of Long Branch Current Account	UEZ Payments - Third Quarter 2012	*	92,867.11
City of Long Branch Payroll Agency Account	Unemployment - November 2012	*	123.75
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	246.30
City of Long Branch Payroll Agency Account	Payroll Dated 11/21/12	*	9,228.47

* DENOTES PREPAY
** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 296-12

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF ONE COMPACT TRACK LOADER WITH ATTACHMENTS
FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City has the need to purchase an compact track loader with attachments for use by its Department of Public Works; and

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

WHEREAS, the National Joint Powers Alliance through a fair and open process, has awarded a contract for purchase of a Caterpillar's compact loader with attachments (Contract # 092409-CAT) from Foley, Incorporated, Piscataway, NJ for a cost **not to exceed \$76,738**, in accordance with the documents annexed hereto, and it is the recommendation of the Public Works Director that this equipment will meet the Department of Public Works needs, and that it is in the City's best interest to award a contract to this company for said equipment; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the Capital Budget, Ordinance # 17-12, **Appro. Line Item #C-04-109-603, in an amount not to exceed \$76,738**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Foley, Incorporated**, for purchase of a Caterpillar Model #279 C2 compact wheel loader with attachments, in accordance with the terms and conditions of National Joint Powers Alliance contract #092409-CAT, **for a cost not to exceed \$76,738.**

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

OFFERED: Pallone
SECOND: Sirianni
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 December 11, 2012
IN WITNESS WHEREOF, I HAVE HERUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF December, 2012
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:

EQUIPMENT PUBLIC WORKS

Said contract being made as follows:

FOLEY INCORPORATED \$76,738

Said funds being available in the form of:

CAPITAL EQUIPMENT PUBLIC WORKS APPRO. # C-04-109-603 \$76,738



Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

12/6/12
Date



Quote 111271-02

November 19, 2012

CITY OF LONG BRANCH D.P.W.
DPW
344 BROADWAY
LONG BRANCH
New Jersey
07740

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 279C2 HF CTL Skid Steer

STOCK NUMBER: 12M0112 **SERIAL NUMBER:** 0KWB00531 **YEAR:** 2012

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jon Musicant
Machine Sales Representative

CATERPILLAR Model: 279C2 HF CTL Skid Steer

STANDARD EQUIPMENT

CONTROLS - Electro/Hydraulic Implement Control, RH - Electro/Hydraulic Hydrostatic - Transmission Control, LH - Hand and Foot Throttle

ELECTRICAL - 12 Volt Electrical System - 90 Ampere Alternator - Ignition Key Start / Stop / Aux Switch - Lights:- Gauge Backlighting - Two Rear Tail Lights - Rear Working Lights - Two Adjustable Front - Halogen Lights - Dome Light - Backup Alarm - Heavy Duty Battery, 880 CCA - Gauges :

OPERATOR ENVIRONMENT - Gauges : - Fuel Level - Hour Meter - Operator Warning System Indicators: - Air Filter Restriction - Alternator Output - Armrest Raised / Operator - Out of Seat - Engine Coolant Temperature - Engine Oil Pressure - Glow Plug Activation - Hydraulic Filter Restriction - Hydraulic Oil Temperature - Park Brake Engages - Adjustable Suspension Vinyl Seat - Fold In Ergonomic Contoured Armrest - Control Interlock System, when Operator - Leaves Seat or Armrest Raised : - Hydraulic System Disables - Hydrostatic Transmission Disables - Parking Brake Engages - ROPS Cab, Open, Tilt Up - FOPS, Level I - Top and Rear Windows - Deluxe Headliner - Floormat - Interior Rear View Mirror - 12V Electric Socket - Horn - Caterpillar C3.4T Tier 3 Compliant

POWERTRAIN - Caterpillar C3.4T Tier 3 Compliant - Diesel Engine - 82 Net Horsepower @2500 RPM - Fuel Priming Pump - Glow Plugs Starting Aid - Liquid Cooled, Direct Injection - Air Cleaner, Dual Element, Radial Seal - S-O-S Sampling Valves, Engine Oil - and Hydraulic Oil - Filter, Spin on, Hydraulic - Filters, Bayonet-Type, Fuel - and Water Separator - Tilt Up Radiator / Hydraulic Oil Cooler - Muffler, Standard - Spring Applied, Hydraulically Released, - Wet Multi Disc Parking Brakes - Hydrostatic Transmission - Steel Imbed Rubber Track (18")

UNDERCARRIAGE - Steel Imbed Rubber Track (18") - 2 Speed Motor - Suspension - Independent Torsion Axle - Engine Enclosure - Lockable

OTHER STANDARD EQUIPMENT - Engine Enclosure - Lockable - Extended Life Antifreeze (-37C, -34F) - Machine Tie Down Points (4) - Coupler, Mechanical - Support, Lift Arm - Hydraulic Oil Level Sight Gauge - Radiator Coolant Level Sight Gauge - Radiator Expansion Bottle - Caterpillar Tough Guard* XT Hose - Auxiliary, Hydraulics, Continuous Flow - Heavy Duty Flat Faced Quick Disconnects - Split D-Ring to Route Work Tool Hoses - Along Side of Left Lift Arm - Electrical Outlet, Beacon - Belly Pan Cleanout - Per SAE J818 May87 and ISO 5998: 1986 - Rated Operating Capacity : - At 50% Tipping Load - 3200 lb - 1452 kg - At 35% Tipping Load - 2240 lb - 1016 kg

MACHINE SPECIFICATIONS

Description	Description
279C2 COMPACT TRACK LOADER	QUICK COUPLER, HYDRAULIC
CONVERSION ARRANGEMENT	INSTRUCTIONS, ENGLISH
INSTRUCTIONS, ANSI, NACD	HEATER, ENGINE COOLANT, 120V
ROPS, ENCLOSED WITH A/C (C3)	PACK, DOMESTIC TRUCK
SEAT, COMFORT, AIR SUSPENSION	PACKAGE, PERFORMANCE, (TL3)
DOOR, CAB, POLYCARBONATE	HYDRAULICS, HIGH FLOW XPS
RADIO READY	COUNTERWEIGHT, MACHINE, INTERNAL
ENGINE, TIER4 INTERIM COMPLIANT	IDLERS, STANDARD
SEAT BELT, 2"	BUCKET-MP, BOCE 78"
	TANK, WATER, C-SERIES MACHINES

Sell Price	\$60,705.00
Tax Exempt (0%)	\$0.00
After Tax Balance	\$60,705.00

OPTIONS: PC306B 24" HF Cold Planner	\$ 16,775.00
72" G.P. Bucket w/ BOE	\$ 1250.00
12 Months TTM	\$ 833.00
24 Month/2000 Hr. Premier Warranty	\$ 2675.00
Additional Counter Weight (200 Lbs.)	\$ 500.00

Trade Cat 277 Serial # CNC2752 \$ 6,000.00
 Machine has a broken Axle and Tracks are worn out.

WARRANTY

Standard Warranty: 12 month unlimited hour full machine

F.O.B/TERMS

Piscataway

Accepted by _____ on _____

Signature



Caterpillar proudly supports NJPA Cooperative Contract #060311

On behalf of everyone at Caterpillar, we are pleased to have been awarded the Heavy Construction Equipment Together with Related accessories, Supplies, and Services. As governmental agencies continue to look for more effective ways to do business, this contract will help us deliver our solutions to a very important customer base.

Cost-free membership:

- NJPA is a nationally recognized member-owned cooperative.
- Join more than 30,000 other not-for-profit agencies in realizing the benefits of utilizing the many product and service solutions within the NJPA portfolio of contracts.
- Start today and join free by filling out the membership form at www.njpacoop.org/contract-purchasing-solutions/join-njpa

Reduce the time and expense of the purchasing process by using a nationally bid contract:

- Avoid the time-consuming process of putting bids together
- Eliminate the time and cost associated to advertising and soliciting bids
- Significantly reduce the time spent waiting for vendor responses
- Avoid the unpredictability of a low-bid scenario

A purchasing path that offers quality products, service and support:

- Purchase Caterpillar equipment at a greater value by benefiting from lower maintenance costs, higher productivity, greater uptime and unmatched residual values.
- You have the advantage of working directly with your local Cat Dealer to configure the equipment to meet your specific needs.
- You'll enjoy the comforts of receiving the legendary service and support you've come to expect with Caterpillar.

www.njpacoop.org/

The National Institute of Governmental Purchasing (NIGP), National Association of State Procurement Officials (NASPO) and National Association of Fleet Administrators (NAFA) endorse the use of Life Cycle Costing as a preferred procurement method.

NJPA
National Joint Powers Alliance

AEXQ0483

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CAT[®]



BUY WITH CONFIDENCE THROUGH NJPA

As a leading provider of solutions to the governmental market, you can count on us to provide:

- Rugged, reliable machines and back-up power solutions
- Lowest total Life Cycle Costs
- Increased buying power through nationally leveraged pricing
- Governmental specific resources at www.njpacoop.com
- Quality service and support from your local Cat® Dealer

The NJPA contract award delivers on our promise to continually improve the way in which we do business. This partnership demonstrates Caterpillar's ongoing commitment to the governmental segment and the ultimate goal of helping customers buy with confidence.

For generators and back up power solutions:

Contract # **092409 - CAT**

For heavy equipment solutions:

Contract # **060311 - CAT**



The National Institute of Governmental Purchasing (NIGP), National Association of State Procurement Officials (NASPO) and National Association of Fleet Administrators (NAFA) endorse the use of Life Cycle Costing as a preferred procurement method.

AEX00483

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R# 297-12

**RESOLUTION AUTHORIZING CHANGE ORDER #3
TO CONTRACT FOR IMPROVEMENTS TO MANAHASSETT
CREEK PARK PHASE 2**

WHEREAS, City Council approved a contract to A-TECH CONCRETE CO. for the General Construction phase of improvements to the Manahasset Creek Park, for an amount not to exceed \$ 528,600.00; and

WHEREAS, during preliminary work by A-TECH CONCRETE CO, it become apparent that the electrical service to the RCP Shelter needed to be adjusted to be in compliance with UCC standards; and

WHEREAS, the project architect, DW Smith, contacted A-TECH CONCRETE CO. the General Contractor, and secured a proposal for the necessary UCC compliant electrical 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 Capital Budget, Improvements Park Appropriation # C-04-101-601 in the amount of \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Change Order #3 to the contract with A-TECH CONCRETE CO. in the amount of \$10,000.00, amending the total contract amount to a sum **not to exceed \$548,136.75**

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON December 11, 2012
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, 2012
Kathy L. Schmelz
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:

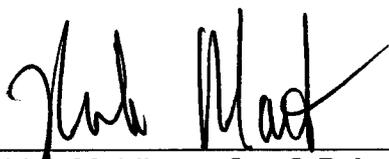
AUTHORIZING CHANGE ORDER #3 IMPROVEMENTS TO MANAHASSETT CREEK PARK PHASE 2

Said contract being made as follows:

A-TECH CONCRETE CO. \$10,000.00

Said funds being available in the form of:

IMPROVEMENTS PARK #C-04-101-601 \$10,000.00



Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

12/6/12
Date

A-Tech Concrete Company, Inc.

11 Taylor Road
Edison, NJ 08817

Tel. 732.248.1777
Fax. 732.248.1740

August 21, 2012

D.W Smith

Attn: Jason Burneyko

Re: **Manahasset Creek Park Phase II**
Supplemental Proposal – Electric to Transformer

The following represents costs to provide Electric to transformer. Cost include the following Scope:

- Run Power to RPC shelter from pole on Long Branch Ave.
- 125 +/- LF of additional excavation
- New Service from Pole to building in lieu of bringing power from existing transformer adjacent to building

				Unit	Total
Material:	Quan.	U/M		Cost	Cost
Sand	9	CY	\$	28.00	\$ 252.00
Asphalt + Conc	85	SF	\$	6.00	\$ 510.00
Labor: (Journeyman)					
Foreman	8	MHR	\$	90.62	\$ 724.96
Operator	12	MHR	\$	84.33	\$ 1,011.96
Laborer	12	MHR	\$	68.51	\$ 822.12
Equip:					
Utility Truck	8	HR	\$	28.41	\$ 227.28
Backhoe	12	HR	\$	39.55	\$ 474.60
Sub:					
Pereira Electric	1	LS	\$	12,250.00	\$ 12,250.00
				ST	\$ 16,272.92
				15% OH + P (on M+L)	\$ 2,440.94
				10% Subs	\$ 1,225.00
				Total	\$ 19,938.86
				ORIG. VALUE	-1,875.00
				Grand Total	\$ 18,063.86

Please advise if additional information is required

Respectfully Submitted,



Michael Amorim
Project Manager

"An Equal Opportunity Employer"

CITY OF LONG BRANCH
COUNTY OF MONMOUTH

CONTRACT: MANAHASSETT CREEK PARK, PHASE 2
CONTRACTOR: A-TECH CONCRETE CO.
11 TAYLOR ROAD
EDISON, NJ 08817

Gentlemen:

In accordance with the provisions of Section 7.2 of the General Conditions of the Specifications for the above Contract, you are hereby advised of the following changes in the Contract:

- Final As-Built Quantities

This will result in the following additional Contract quantities:

Run new electrical service to RCP Shelter from Existing Utility Pole on Long Branch Avenue:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
Run new electrical service to RCP Shelter, includes additional excavation, materials, labor, equipment and subcontractor.	1	LS	\$ 10,000.00	\$ 10,000.00

Change Order #3 Total Increase \$ 10,000.00

Summary:

Original Contract Amount	\$ 528,600.00
Change Order No. 1 (Net Increase)	\$ 4,817.10
Change Order No. 2 (Net Increase)	\$ 4,719.65
Change Order No. 3 (Net Increase)	\$ 10,000.00

Amount of Contract as modified by Change Order No. 3 \$ 548,136.75

Accepted:

Contractor: A-Tech Concrete Co.

By: _____

Title: _____

Date: _____

Recommended:

DW SMITH ASSOCIATES, LLC

Jason J. Burneyko, PE

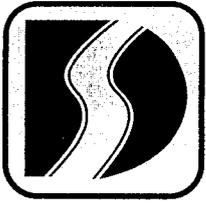
Senior Project Engineer

Approved: City of Long Branch

By: _____

Title: _____

Date: _____



DW SMITH
ASSOCIATES, LLC
Greeneengineering®

Jennifer N. Nevins
Timothy P. Lurie
Thomas J. Murphy

Syed B. Husain
Paul S. Kavka
Robert F. McCarthy
Kevin J. Murphy

Donald W. Smith

December 11, 2012

Howard Woolley, Jr.
Business Administrator
City of Long Branch
Long Branch Municipal Building
344 Broadway
Long Branch, NJ 07740

Professional
Consulting
Services

Civil
Engineering

Land Planning

Land Surveying

Landscape
Design

Environmental
Services

Site
Remediation

Geographic
Information
Systems

Information
Technologies

RE: Manahasset Creek Park, Phase 2
Change Order #3
City of Long Branch
Monmouth County, NJ
Our Reference No. 04-517.00

Dear Mr. Woolley:

Attached is a proposal prepared by A-Tech Concrete Co., dated August 21, 2012, for an additional work item required for the Manahasset Creek Park Phase 2 project in Long Branch, New Jersey. This item has been requested by the City of Long Branch as a result of regularly scheduled site construction meetings held with the City, the contractor A-Tech Concrete Co., and the engineer DW Smith Associates.

We have reviewed the additional work proposal provided by A-Tech Concrete Co. for necessity, project phasing and price accuracy.

Upon reviewing this item at several meetings with project team representatives from the City of Long Branch, the City of Long Branch and A-Tech have agreed to settle on a cost of \$10,000 for the installation of new electrical service to the RCP Shelter. Therefore we are hereby recommending A-Tech Concrete Co. be given approval for the work for all items in the proposal at this current time, at a cost of \$10,000.00, based on the specific reasons indicated below.

“DESIGNING SPECIAL PLACES”

149 Yellowbrook Road, Suite 101, Farmingdale, NJ 07727
p. 732.363.5850 • f. 732.905.8669 • www.dwsmith.com



Manahasset Creek Park – Long Branch, NJ
Mr. Howard Woolley
Our reference No. 04-517.00
December 11, 2012
Page 2 of 2

**Item 1. Furnish additional labor and material to run new electric service to the Concession Building from an existing utility pole on Long Branch Avenue.
\$10,000.00**

A-Tech Concrete's attached proposal is for \$18,063.86. City Officials and A-Tech Concrete have negotiated to a price of \$10,000 for this additional work. DW Smith and the City of Long Branch have determined that \$10,000 is an acceptable price for this work. The specifics of the actual work involved in this item arose through site meetings with City of Long Branch officials and subcode officials, the Department of Public Works, and through a review of the electrical requirements of the concession building and the existing transformer adjacent to the concession building.

City officials had determined that the existing transformer and underground conduit feeding the site lighting on site is already at its maximum fill capacity, therefore new conduit needs to be run from the street (Long Branch Avenue). This new service, which the City had recommended, will be dedicated to the concession building's 600 amp, 120/240 volt service, and will help avoid any potential problems involved with the different voltages required for the project. This additional service from the street was not part of the original bid.

Therefore, it is our recommendation that this additional work item be approved at this current time for A-Tech Concrete Co. to provide and construct.

If you should have any questions or require any additional information, please do not hesitate to contact this office.

Very truly yours,

D.W. SMITH ASSOCIATES, LLC

A handwritten signature in black ink that reads 'Jason Burneyko'.

JASON J. BURNEYKO, PE
Project Engineer

JJB/lh

cc: City Clerk's Office, City of Long Branch
S:\PROJECTS\04-51700\Correspondence\LR0451700-20121211JJB-HWOOLLEYLONGBRANCH.doc

R# 298-12

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF ONE COMPACT LOADER WITH ATTACHMENTS FOR
THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City has the need to purchase an compact loader with attachments for use by its Department of Public Works; and

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

WHEREAS, the National Joint Powers Alliance through a fair and open process, has awarded a contract for purchase of a Caterpillar's compact loader with attachments (Contract # 092409-CAT) from Foley, Incorporated, Piscataway, NJ for a cost **not to exceed \$43,235**, in accordance with the documents annexed hereto, and it is the recommendation of the Public Works Director that this equipment will meet the Department of Public Works needs, and that it is in the City's best interest to award a contract to this company for said equipment; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the Capital Budget, Ordinance # 17-12, **Appro. Line Item #C-04-109-603, in an amount not to exceed \$43,235**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Foley, Incorporated**, for purchase of a Caterpillar Model #259 B3 compact loader with attachments, in accordance with the terms and conditions of National Joint Powers Alliance contract #092409-CAT, **for a cost not to exceed \$43,235.**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON December 11, 2012
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, 2012
Kathy L. Schemelz
MUNICIPAL CLERK, R.E.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:

EQUIPMENT PUBLIC WORKS

Said contract being made as follows:

FOLEY INCORPORATED \$43,235

Said funds being available in the form of:

CAPITAL EQUIPMENT PUBLIC WORKS APPRO. # C-04-109-603 \$43,235



Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

12/6/12
Date



Quote 111268-02

November 19, 2012

CITY OF LONG BRANCH D.P.W.
DPW
344 BROADWAY
LONG BRANCH
New Jersey
07740

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 259B3 CTL Skid Steer

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jon Musicant
Machine Sales Representative

CATERPILLAR Model: 259B3 CTL Skid Steer

STANDARD EQUIPMENT

POWERTRAIN - Caterpillar C3.4T Tier4 Int Compliant - Diesel Engine - - 71 Net Horsepower (53 kw) @2500 RPM -
 - Drain, Engine Oil Ecology - - Fuel Priming Pump - - Glow Plugs Starting Aid - - Liquid Cooled, Direct Injection -
 Air Cleaner, Dual Element, Radial Seal - S-O-S Sampling Valve, - Hydraulic Oil - Filter, Spin on, Hydraulic -
 Filters, Bayonet-Type, Fuel - and Water Separator - Tilt Up Radiator / Hydraulic Oil Cooler - Muffler, Standard -
 Spring Applied, Hydraulically Released, - Wet Multi Disc Parking Brakes - Hydrostatic Transmission

UNDERCARRIAGE - Steel Imbed Rubber Track - 2 Speed Motor - Suspension - Independent Torsion Axle -
CONTROLS:

HYDRAULICS - **CONTROLS:** - Pilot Operated Implement Control, RH - Pilot Operated Hydrostatic Transmission -
 Control LH

STARTERS, BATTERIES, AND ALTERNATORS - Heavy Duty Battery, 880 CCA - 90 Ampere Alternator

ELECTRICAL - 12 Volt Electrical System - Ignition Key Start / Stop Switch - Lights:- Gauge Backlighting - - Two
 Rear Tail Lights - - Two Adjustable Rear - Working Halogen Lights - - Two Adjustable Front -
 Halogen Lights - - Dome Light - - Backup Alarm

OPERATOR ENVIRONMENT - Gauges : - - Fuel Level - - Hour Meter - Operator Warning System
 Indicators: - - Air Filter Restriction - - Alternator Output - - Armrest Raised / Operator - Out of
 Seat - - Engine Coolant Temperature - - Engine Oil Pressure - - Glow Plug Activation -
 Hydraulic Filter Restriction - - Hydraulic Oil Temperature - - Park Brake Engaged - Adjustable Vinyl Seat -
 Pull Down Ergonomic Contoured Armrest - Control Interlock System, when Operator - Leaves Seat or Armrest
 Raised : - - Hydraulic System Disables - - Hydrostatic Transmission Disables - - Parking Brake Engages -
 ROPS Cab, Open, Tilt Up - FOPS, Level I - Top and Rear Windows - Floormat - Interior Rear View Mirror - 12V
 Electric Socket - Horn - Hand and Foot Throttle - Engine Enclosure - Lockable

OTHER STANDARD EQUIPMENT - Engine Enclosure - Lockable - Extended Life Antifreeze (-36C, -33F) - Machine
 Tie Down Points (4) - Coupler, Mechanical - Support, Lift Arm - Hydraulic Oil Level Sight Gauge - Radiator Coolant
 Level Sight Gauge - Radiator Expansion Bottle - Caterpillar XT Hose - Auxiliary, Hydraulics, Continuous Flow - Heavy
 Duty Flat Faced Quick Disconnects - Split D-Ring to Route Work Tool Hoses - Along Side of Left Lift Arm -
 Electrical Outlet, Beacon - Belly Pan Cleanout - Per SAE J818:2007, ISO 14397-1:2007, ISO - 14397-2:2007, and EN
 474-3:2006 - Rated Operating Capacity : - @ 50% Tipping Load - - 2950 lb - - 1338 kg

MACHINE SPECIFICATIONS

Description	Description
259B3 CTL DCA4	356-1901 FAN, COOLING, DEMAND
358-6933 ROPS, ENCLOSED WITH A/C (C3)	348-9645 TRACK, WIDE, 400MM
326-5240 ENGINE, TIER4 INTERIM COMPLIANT	218-0942 HEATER, ENGINE COOLANT, 120V
360-1365 CONVERSION ARRANGEMENT	375-6433 HYDRAULICS, STANDARD FLOW
276-7276 BELT, SEAT, 2" SUSPENSION	BUCKET-MP, BOCE 72"
223-0600 DOOR, CAB, GLASS	BRACKET, BROOM
326-5538 CONTROL, 2SPD, PROP AUX, DLX	KIT, WT ELECTRICAL CONTROL
361-0439 QUICK COUPLER, HYDRAULIC	INSTRUCTIONS, ENGLISH
360-1339 SELF-LEVELING	INSTRUCTIONS, ANSI, NACD

Sell Price	\$48,973.00
Exempt (0%)	\$0.00
After Tax Balance	\$48,973.00

OPTIONS: **72" GP Bucket \$ 1250.00**
 24 Month/ 2000 Hr. Premier Warranty \$ 2262.00
 12 Months TTM \$ 750.00

Trade Cat 257 Serial # CMM1671 \$ 10,000.00

WARRANTY

Standard Warranty: 12 month unlimited hour full machine

F.O.B./TERMS

Piscataway

Accepted by _____ on _____

Signature

R# 299-12

**RESOLUTION APPOINTING DEPUTY
EMERGENCY MANAGEMENT COORDINATOR**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Michael McGlennon as Deputy Emergency Management Coordinator for a three-year term commencing on January 1, 2013 and to expire on December 31, 2015.

MOVED: *Pallone*
SECOND: *Siranni*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMZ, 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 *December 11, 2012*
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 *12th* DAY OF *December*, 2012
Kathy L. Schmez
MUNICIPAL CLERK, R.M.



OFFICE OF EMERGENCY MANAGEMENT



344 Broadway, Long Branch, NJ 07740

Stan Dziuba, Director

TO: Kathy L. Schmelz, City Clerk
FROM: Stan Dziuba, OEM Director
DATED: November 7, 2012

I would like to appoint Michael McGlennon as a Deputy OEM Director. Please prepare a resolution for Council passage.

Thank you.

R# 300-12

RESOLUTION
2012 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, 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 Director of Finance 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: Sirianni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON December 11, 2012
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, 2012
Kathy L. Schmeltz
MUNICIPAL CLERK, E.M.C.

Budget Appropriations 2012

TRANSFERS
12/11/2012

TRANSFERS "TO"

a) Operations - within "CAPS"

General Administration

Office of the Chief Executive - Mayor

Salaries and Wages 3,500.00

Divison of Purchasing

Salaries and Wages

Other Expenses 3,000.00

Insurance

Workers Compensation 355,600.00

Department of Public Works

Division of Street Construction & Maintenance

Salaries and Wages 5,000.00

Municipal Garage

Salaries and Wages 5,000.00

Division of Public Facilities

Other Expenses 3,000.00

Division of Solid Waste / Recycling

Salaries and Wages 12,000.00

Disposal Costs (Sanitation and Recycling)

Other Expenses 84,000.00

Police Dispatch

Salaries and Wages 13,000.00

School Traffic Guards

Salaries and Wages 6,000.00

Division of Fire

Other Expenses

10,000.00

Division of Fire

Uniform Fire Safety

(Chapter 383, P.L. 1983)

Salaries and Wages

1,500.00

Department of Health

Office of the Director

Salaries and Wages

4,000.00

Department of Recreation

Office of the Director

Other Expenses

5,000.00

TOTAL TRANSFERS "TO"

510,600.00

TRANSFERS "FROM"

Department of Finance

Office of the Director

Salaries and Wages (70,000.00)

Division of Street Construction & Maintenance

Other Expenses (47,000.00)

Division of Solid Waste / Recycling

Other Expenses (3,600.00)

Department of Public Safety

Division of Police

Salaries and Wages (200,000.00)

Division of Fire

Salaries and Wages (50,000.00)

Bureau of Conservation (Beaches)

Salaries and Wages (18,000.00)

Office of Planning

Miscellaneous-Other Expenses (Redevelopment) (25,000.00)

Utilities:

Diesel Fuel (25,000.00)

Gasoline (50,000.00)

Public Employees Retirement System

(22,000.00)

TOTAL TRANSFERS "FROM"

(510,600.00)