

RESOLUTIONS ADOPTED BY CITY COUNCIL MARCH 26, 2013

R75-13 RESOLUTION APPROVING THE LIQUOR LICENSE HELD BY TRE OUMINI PELATI LLC FOR THE 2012/2013 LICENSE TERM

R76-13 RESOLUTION APPROVING WILLIAM BOGLIOLI AS A MEMBER OF THE LONG BRANCH CABLE COMMISSION

R77-13 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT WITH TRAVELERS PROPERTY CASUALTY COMPANY AND ST. PAUL MERCURY INSURANCE COMPANY AND GLOBAL INDEMNITY GROUP

R78-13 RESOLUTION OPPOSING S2364/A3553 (EARLY VOTING)

R79-13 RESOLUTION AWARDDING BID FOR TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF LEAVES (FREEHOLD CARTAGE, INC.)

R80-13 RESOLUTION 2012 BUDGET APPROPRIATION RESERVE TRANSFERS

R81-13 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R82-13 RESOLUTION AMENDING INTER-LOCAL AGREEMENT WITH MONMOUTH COUNTY REGIONAL HEALTH COMMISSION 2012

R83-13 RESOLUTION AMENDING INTER-LOCAL AGREEMENT WITH MONMOUTH COUNTY REGIONAL HEALTH COMMISSION 2013

R84-13 RESOLUTION REJECTING BID FOR 24 MONTH ANIMAL SHELTER SERVICES CONTRACT

R85-13 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN INTERLOCAL AGREEMENT FOR ANIMAL CONTROL WITH THE TOWNSHIP OF OCEAN FOR THE CALENDAR YEAR 2013

R86-13 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 75-13

RESOLUTION APPROVING THE LIQUOR LICENSE

HELD BY TRE OUMINI PELATI LLC FOR THE

2012/2013 LICENSE TERM

WHEREAS, Tre Oumini Pelati LLC is the holder of state license #1325-33-034-008 which license is in pocket status; and

WHEREAS, the licensee submitted the renewal and paid the appropriate fees on time but was never renewed last year due to documentation that was missing from the NJ Division of Taxation which has now been submitted to the City Clerk's Office from the Division.

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by Tre Oumini Pelati LLC, state license #1325-33-034-008 for the 2012/2013 license term.

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 3-26-13
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 27 DAY OF MARCH 2013
Kathy L. Schemel
MUNICIPAL CLERK

OLD TAVALO

45 ATLANTIC AVENUE

TRE OUMINI PELATI, INC.

SALVATORE MIRANDO

LAWRENCE CENTRO

STATE LICENSE #:
TRANSFERRED ON:
STATUS:

1325-33-034-007
6-12-09 (Change in Corp Structure)
Inactive – 1/31/11

R# 76-13

**RESOLUTION APPOINTING WILLIAM BOGLIOLI
AS A MEMBER OF THE LONG BRANCH CABLE COMMISSION**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint William Boglioli as a member of the Long Branch Cable TV Commission for a term to expire on June 30, 2014.

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. SCHELLE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-26-13
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 27th DAY OF MARCH 2013

Kathy L. Schelle
Municipal Clerk

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT WITH TRAVELERS PROPERTY CASUALTY COMPANY AND ST. PAUL MERCURY INSURANCE COMPANY AND GLOBAL INDEMNITY GROUP.

WHEREAS, the City of Long Branch has sought recovery from coverage from Travelers Property Casualty Company (hereinafter "Travelers") and St. Paul Mercury Insurance Company and Global Indemnity Group (hereinafter "Global") insurance carriers by virtue of declaratory judgment action brought under Docket No. MON-L-98-12 seeking defense costs in the matter of *Asarnow v. The City of Long Branch*; and

WHEREAS, the parties have reached an amicable resolution by virtue of the settlement that is beneficial to the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is authorized to execute the settlement agreement as annexed hereto and made a part hereof.

MOVED: Pallone

SECONDED: Billings

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 4

NAYES: 0

ABSENT: 0

Abstain: Celli

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-26-13
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 26 DAY OF March, 2013
Kathy L. Schmeltz
Municipal Clerk, E.N.C.

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement"), effective as of _____, 2013, the Effective Date, is entered into by and between City of Long Branch, Adam Schneider, Mary Jane Celli, Howard Woolley, Kevin Hayes, Michele Bernich, Terry Janeczek, Michael Irene and Long Branch Zoning Board (collectively "Long Branch"); Travelers Property Casualty Company and St. Paul Mercury Insurance Company (hereinafter "Travelers"); and Global Indemnity Group, Inc., (hereinafter "Global") (collectively "Settling Parties" or "Parties").

RECITALS

A. WHEREAS, Travelers and Global issued policies of insurance to Long Branch (the "Policies"), identified in Exhibit A);

B. WHEREAS, Brian D. Asarnow has brought certain claims against Long Branch in an action filed in the Superior Court of New Jersey, Law Division, Monmouth County under Docket MON-L-4039-11 (hereinafter "Asarnow claims" or "Asarno Action");

C. WHEREAS, Long Branch tendered the defense of the claim to Travelers on October 12, 2011 and demanded both a defense and indemnification;

D. WHEREAS, Long Branch tendered the defense of the claim to Global on October 18, 2011 and made a demand for both defense and indemnification against Global;

E. WHEREAS, Travelers and Global denied coverage for the claim(s) tendered by Long Branch and declined to defend and/or indemnify Long Branch in connection with the Asarnow claims;

F. WHEREAS, Long Branch incurred certain expense related to the defense of the Asarnow claims;

G. WHEREAS, Long Branch filed a Declaratory Judgment action against Travelers and Global in the Superior Court of New Jersey, Law Division, Monmouth County under Docket No. MON-L-98-12 (hereinafter "Declaratory Judgment Action") on January 9, 2012;

H. WHEREAS, Travelers and Global have disputed Long Branch's entitlement to indemnity and defense for the Asarnow Claims under the Policies and Long Branch, Travelers and Global are involved in litigation in the Declaratory Judgment Action regarding their respective rights and obligations, if any, under the Policies in connection with the Asarnow Claims;

I. WHEREAS, by entering into this Agreement, the Parties make no admission as to the correctness of any position taken by any Party with respect to any coverage

position, defense obligation or indemnity obligation and the Parties do not agree upon the obligation of Travelers or Global to defend and/or indemnify Long Branch in connection with the Asarnow Claims under any of the Policies; and

J. WHEREAS, the Parties desire to avoid the time, expense and uncertainty in litigating the issues between themselves, and to effect a full and final settlement and resolution of the alleged defense obligation under the Policies and the defense for Long Branch under the Policies in connection with the Asarnow Claims; and

K. WHEREAS because the Parties agreed to defer litigation of the indemnity obligation claimed by Plaintiffs and agreed not to litigate the indemnity obligation at this time and the Parties subsequently agreed to dismiss without prejudice the Declaratory judgment Action without prejudice; and

L. WHEREAS the parties agree that, in light of the dismissal without prejudice, any subsequent re-filing of the Plaintiff's claims raised in the Declaratory Judgment action filed against Travelers and Global in the Superior Court of New Jersey, Law Division, Monmouth County under Docket No. MON-L-98-12 shall be deemed to relate back to

January 9, 2012 and whatever claims and/or defenses existed as of this date shall be preserved.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

I. RECITALS

The foregoing recitals are incorporated herein as if fully set forth in the text of this Agreement.

II. SETTLEMENT AMOUNT

A. In consideration of the release and other consideration contained herein, Travelers has agreed, subject to a full and complete reservation of rights, including the right to later withdraw from the defense should all covered claims be dismissed from the Asarnow Action, to participate in the defense of Long Branch and specifically, to pay twenty-five (25%) percent of the reasonable and necessary defense expense incurred by Long Branch in defense of the Asarnow Action from and after the effective date of this Agreement and going forward. Defense expense shall include attorney's fees, expert expense fees and expenses, and other reasonable costs

incurred by Long Branch in connection with the defense of the Asarnow claims. Travelers will not unreasonably withhold its twenty-five (25%) percent share and will not unreasonably question the defense expense incurred by the City. Payments shall be submitted within 60 days of the receipt of the bill by Travelers;

B. In consideration of the release and other consideration contained herein, Global has agreed, subject to a full and complete reservation of rights, including the right to later withdraw from the defense should all potentially covered claims be dismissed from the Asarnow Action, to participate in the defense of Long Branch and specifically, to pay twenty-five (25%) percent of the reasonable and necessary defense expense incurred by Long Branch in defense of the Asarnow Action from and after the effective date of this Agreement and going forward. Defense expense shall include attorney's fees, expert expense fees and expenses, and other reasonable costs incurred by Long Branch in connection with the defense of the Asarnow claims. Global will not unreasonably withhold its twenty-five (25%) percent share and will not unreasonably question the defense expense incurred by the City. Payments shall be submitted within 60 days of the receipt of the bill by Global;

C. The Settling Parties agree that with respect to expense incurred between the date the Asarnow Claims were tendered to Travelers through January 25, 2013, Long Branch incurred \$54,415.77 defending the Asarnow Claims and that Travelers shall reimburse Long Branch for twenty-five (25%) percent of this amount, \$13,603.94, within 30 days of the effective date of this Agreement;

D. The Settling Parties agree that with respect to expense incurred between the date the Asarnow Claims were tendered to Global through January 25, 2013, Long Branch incurred \$54,415.77 defending the Asarnow Claims and that Global shall reimburse Long Branch for twenty-five (25%) percent of this amount, \$13,595.69, within 30 days of the effective date of this Agreement;

E. The Parties agree that in consideration of the dismissal of the Declaratory Judgment Action, Travelers and Global shall each pay to Long Branch the sum of \$5,028.41 within 60 days of the effective date of this Agreement;

F. The Parties agree that the obligation(s) of Travelers and Global are several, and not joint, and that one shall not be liable for any portion of the Settlement Amount owed by the other. Long Branch agrees not to seek recovery from Travelers and Global for any sum in excess of its stated respective share as set forth above, except that

in the event a payment is not made under this Agreement and the City is compelled to bring an action to enforce or otherwise move to collect any amount due, the City would be entitled to interest at the rates specified in the Court Rules and reasonable costs of collection including reasonable attorney's fees if successful in bringing any such action.

G. Long Branch shall execute a Stipulation of Dismissal without Prejudice of the Declaratory Judgment Action and shall take all necessary steps to have such stipulation filed with the court.

H. Travelers and Global have reserved the right to withdraw from the defense should all covered claims be dismissed from the Asarnow Action at some point in the future. The right of Travelers and Global to withdraw from the defense shall arise: (1) upon agreement by all parties, which agreement shall not be unreasonably withheld or (2) in the event of a disagreement, Travelers and/or Global, on notice to the City, shall submit an application to the Court seeking to withdraw and the Court shall retain jurisdiction to decide any such application.

III. RELEASES

A. Long Branch agrees that it will not seek recovery or reimbursement from Travelers or Global for any further

monies for the defense of the Asarnow Claims or for any of Long Branch's attorney's fees, expenses, costs or disbursements in connection with the Declaratory Judgment Action.

B. The Parties agree that their respective rights and/or obligations with respect to any indemnity are preserved and that the dismissal of the Declaratory Judgment Action is without prejudice with respect to any claim for indemnity under the Policies.

C. Upon the Effective Date, Long Branch and Travelers and Global hereby release, covenant not to sue and forever discharge each other from and against any and all Other Claims in connection with, arising out of and/or in any way related to the Declaratory Judgment Action, including without limitation (i) those Claims which were asserted in or could have been asserted in the Declaratory Judgment Action, (ii) Claims for and/or made in connection with defense costs, defense obligations, equitable relief, contribution, and subrogation; claims for compensatory, punitive, statutory, extra-contractual or any other damages of whatever kind or nature arising out of or in any way related to Long Branch's tender and Traveler's and Global's rejection of the Asarnow Claims; Claims based upon any allegations of bad faith, improper conduct, unfair trade

practices, unfair claims handling practices, the breach of any implied covenant of good faith and fair dealing or comparable statutory claims; or the failure to act in connection with the investigation, handling, adjustment, litigation or settlement of the Asarnow Claims and Declaratory Judgment Action. Nothing in this Section III shall affect enforcement of any rights or obligations under this Agreement. Moreover, Long Branch does not release any Claim they may have, if any, for indemnity under the Policies.

D. Except as specifically provided in this Agreement, each Party expressly reserves any and all rights, positions and defenses it may have against any Person not a Party to this Agreement with respect to the matters addressed in this Agreement.

IV. LONG BRANCH DEFENSE OF THE ASARNOW CLAIMS AGAINST IT

Long Branch shall defend vigorously, at its own expense, the Asarnow Claims brought against it. Long Branch agrees that it will not allow a consent judgment or settle such claims without the prior written consent of Travelers and/or Global. Long Branch agrees to use its best efforts to obtain a dismissal of the Asarnow Claims, including the pursuit of all available summary judgment

motions seeking dismissal of the Asarnow claims and/or Action.

V. ASSISTANCE AND COOPERATION

A. The Parties agree to execute and deliver to all other Parties all instruments and documents and to do such further acts and things as all other Parties may reasonably request when they are necessary to effectuate the terms and purposes of this Agreement, including but not limited to complying with the reporting guidelines identified herein with the objective of keeping the Insurers apprised of all developments in the Asarnow Action. Reporting shall revolve around the communication of significant case developments and counsel shall make every effort to keep the insurers advised of all significant developments in the case. For example, significant developments would include, but may not be limited to: any material change in facts and/or case evaluation, key depositions conducted and deposition testimony obtained that in counsel's evaluation impacts the potential exposure to the client, receipt of medical records and/or other documents relating to damage claims that in counsel's evaluation impact the potential exposure to the client, and receipt of expert reports. Reports shall include an Executive Summary identifying the significant development and counsel's evaluation of the

impact on the defense of the case and explanation as how it impacts the case, as well as counsel's recommendation for future handling.

In addition, Pre-trial and Pre-ADR reports shall be submitted at least sixty (60) days before the anticipated trial date and/or ADR date. Pre-trial and pre-ADR reports shall include: an Executive Summary; the Facts of Case; an assessment of potential liability to the client(s) as well as all other defendants and the defenses thereto; an assessment of all damage claims and defenses thereto; an assessment of adverse counsel, judge and venue; a summary of any ongoing settlement discussions; counsel's recommendation as to whether the case should be tried or resolved; counsel's recommendation as to potential verdict value and settlement value; counsel's evaluation of probable or likely outcome; and any additional work to be completed in advance of trial. Counsel shall also provide a trial or ADR budget identifying those expenses likely to be incurred if the case is tried to conclusion.

Cases in trial will require daily status reports as well as reports of any significant developments that, in counsel's judgment, may alter any decision as to whether to resolve or continue to litigate the case.

VI. NON-CONTRIBUTION

The Insurers agree that they will not seek contribution, reimbursement or recovery from one another with respect to all or any portion of the monies paid under this Agreement.

VII. NO ADMISSIONS

By entering into this Agreement, the Parties do not intend to make, nor shall they be deemed to have made, any admission of any kind. The parties agree that they are entering into this Agreement solely as a business decision for the purposes of settling certain disputes between them and to avoid the cost of further litigation with respect to these disputes. Nothing in this Agreement shall modify the terms, limits, conditions, exclusions, endorsements or other provisions of the Policies, except as may specifically be provided in such Agreement, and then only to the extent so provided.

VIII. USE OF AGREEMENT

The Parties agree that this Agreement and any acts in the performance of this Agreement are not intended to be, nor shall they in fact be, used in any court, arbitration or any other proceeding for any purpose, or otherwise to create, produce or interpret any obligation under any insurance policy, except for enforcement of any rights or obligations under this Agreement.

IX. NO CONSTRUCTION AGAINST ANY PARTY

This Agreement is not a policy of Insurance and the Parties do not intend that it will be interpreted as such. The wording and terms of this Agreement were reviewed by legal counsel for the Parties hereto prior to its execution, and none of the Parties shall be entitled to have any wording of the Agreement construed against any other Party in the event of any dispute arising in connection with this Agreement.

X. CONFIDENTIALITY

A. The Parties agree that any Party may disclose the fact, but not the amount or terms, of the Agreement to any Person not a Party hereto, except as Long Branch, as a Public Entity, may be required by Law. Subject to this exception and except as otherwise provided herein, this Agreement and its terms are and shall remain confidential and no Party may disclose any part of this Agreement, its terms, negotiations, implementation or performance to any Person not a Party hereto, without the prior written consent of all the other Parties hereto, except for enforcement of any rights or obligations under this Agreement, and except that there may be disclosure:

- (a) as necessary to the Parties' parent, affiliated, related or subsidiary companies, agents, officers, employees, attorneys,

auditors, accountants, lenders, or
reinsurers; or

(b) where required by law or by order of a
court, arbitration tribunal or governmental
agency.

B. Within five (5) days of any Party becoming aware of an attempt to compel the disclosure of the Agreement or its terms, such Party shall notify the other Parties hereto and shall use its best efforts to prevent such disclosure. Should a court order the disclosure of the terms of this Agreement to any other Person, the Parties shall use their best efforts to obtain a protective order limiting the disclosure to the maximum extent possible. In any action to enforce the terms of this Agreement, the Parties shall use their best efforts to obtain a protective order limiting the disclosure of the terms of the Agreement to the maximum extent possible.

XI. ATTORNEY'S FEES AND COSTS

Except as provided for herein, each Party to this Agreement shall otherwise bear its own costs and attorney's fees in connection with the Asarnow Action and the Declaratory Judgment Action, as well as in connection with the negotiation and drafting of this Agreement. If any party to this Agreement is compelled to bring an action to enforce any of its terms of provisions and is successful in

bringing such action, the prevailing party shall be entitled to reasonable costs of collection including reasonable attorney's fees.

XII. ENTIRE AGREEMENT

This document contains the entire Agreement between the Parties and no compromise, inducement or representation other than as set forth in this Agreement has been made, offered or agreed upon. All prior negotiations, oral or written, are merged into this Agreement.

XIII. CHOICE OF LAW

This Agreement shall be governed by and shall be construed under and pursuant to the laws of the State of New Jersey, without giving effect to the choice-of-law rules of that State.

XIV. REPRESENTATIONS AND WARRANTIES

Each Party hereto represents and warrants that:

- (a) it is a legal entity duly organized and validly existing under the laws of the States of the United States;
- (b) it has taken all necessary corporate and legal actions to duly approve the making and performance of this Agreement, has all requisite power and authority to execute and deliver this Agreement, and that no further corporate approval is necessary;
- (c) the making and performance of this Agreement will not violate any provision of law or any provision of its articles of incorporation or by-laws;

- (d) there are no pending agreements, transactions or negotiations to which it is a party that would render this Agreement or any part thereof void, voidable or unenforceable;
- (e) none of the claims, rights, demands, causes of action, or obligations being released pursuant to this Agreement has been previously assigned or transferred in any way to any Person; and
- (f) it has been represented by independent legal counsel with respect to the negotiation of this Agreement; that it has been advised by legal counsel as to its respective rights and obligations under this Agreement; and that it has participated in the review and drafting of this Agreement.

XV. WAIVER AND AMENDMENT

This Agreement may not be released, discharged, abandoned, amended or modified by the Parties in any manner, except by an instrument in writing signed by or on behalf of each of the Parties by its duly authorized officer or representative. The failure of any Party hereto to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of any such provision nor in any way to affect the validity of this agreement or the right of any Party thereafter to enforce each and every such provision. No waiver or any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

XIV. ASSIGNMENT

This Agreement shall not be assignable by any Party hereto without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld; provided, however, that this provision shall not prohibit any assignment by a Party hereto by merger, consolidation, or operation of law.

XV. NOTIFICATION

Any statements, communications or notices to be provided pursuant to this Agreement shall be sent by overnight delivery, to the attention of the Persons identified by each Party for that purpose. Notice to the Persons identified pursuant to this provision shall be effective until such time as notice of any change of Person to be notified or change of address is forwarded in writing to all other Parties:

As to Long Branch

Barry M. Capp Esq.
Ansell, Grimm & Aaron, P.C.
1500 Lawrence Avenue
CN 7807
Ocean New Jersey 07712

As to the Insurers:

Global:

Nicholas J. Lombardi, Esq.
Harrington and Lombardi, LLP
508 Hamburg Turnpike - Suite 207

Wayne, New Jersey 07470

Travelers:

John R. Scott, Esq.
Hardin, Kundla, McKeon & Poletto, P.A.
673 Morris Avenue
Springfield, New Jersey 07081

XVI. COUNTERPARTS

This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives:

Signed on behalf of Long Branch

By: _____
Print Name:
Print Title:
January __ , 2013

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives:

Signed on behalf of Global Indemnity Company

By: _____
Print Name:
Print Title:
January __ , 2013

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives:

Signed on behalf of:
St. Paul Mercury Insurance Company
and Travelers Property Casualty Company

By: _____
Print Name:
Print Title:
January __ , 2013

R # 78-13

**City of Long Branch
Resolution Opposing S2364/A3553**

WHEREAS, Senate Bill S-2364 and Assembly Bill A3553 propose to create a system of early voting in the State of New Jersey; and

WHEREAS, the goal of accommodating voters in pursuit of greater participation in the democratic process is a worthy goal; and

WHEREAS, these bills would in reality increase workloads, add more costs to the election process, and ultimately serve to confuse voters more than it would accommodate their needs; and

WHEREAS, these bills would require for each primary and general election a public facility, except a public school, located in each municipality in an area of a high concentration of population to be open and available to registered voters starting 15 days before an election for early polling, possibly conflicting with if not pushing out other important uses for these buildings, causing inconvenience to residents; and

WHEREAS, these bills require retraining of poll workers and dramatically increased hours, as well as chain of custody requirements to protect the voting process, despite the fact that recruiting and training polls workers is already a difficult process; and

WHEREAS, these bills would increase costs to municipalities, including overtime pay for workers; and

WHEREAS, although these bills allow municipalities to request reimbursement for extra costs and provide an appropriation, the appropriation does not outline a specific amount nor dedicated funding, only that which the State Treasurer and the Director of the Division of Budget and Accounting deem necessary, and they do not outline the procedure for a municipality whose reimbursement request is denied; and

WHEREAS, the opportunity for "Early Voting" already exists in the State of New Jersey through the Vote by Mail ballot process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch in the County of Monmouth does hereby oppose S2364 and A3553; and

BE IT FURTHER RESOLVED, the City Council of the City of Long Branch does hereby call upon its representatives in the State Legislature to oppose the adoption of this bill; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be sent to the Office of the Governor, Senate President Sweeney, Senators Gill and Whelan, sponsors of S2364, Speaker Oliver, Assemblymen Wisniewski, Diegnan, Benson, Conaway, and Coughlin, sponsors of A3553, our State Senator and Assembly representatives, the County Board of Elections, and the New Jersey League of Municipalities.

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. SCHELL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON *3-26-13*
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 *25* DAY OF *MARCH* 20*13*
Kathy L. Schell
MUNICIPAL CLERK, E.M.C.

R# 79-13

**RESOLUTION AWARDING BID FOR
TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF
LEAVES**

WHEREAS, the City of Long Branch has the need to contract for disposal and transportation of leaves collected by the Public Works Department from its curbside collection program; and

WHEREAS, through a fair and open process, the City has advertised to receive bids on March 14, 2013, for a two year contract for disposal and transportation of leaves, and the following bids were received:

Freehold Cartage (\$5.15 cubic yard)	\$82,400
Reliable Wood (\$7.43 cubic yard)	\$118,880

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order; and

WHEREAS, it is the recommendation of the Public Works Director and the Purchasing Agent that it is in the City's best interest to award a contract to Freehold Cartage as the low bidder; and

WHEREAS, the award of this contract as the low bidder will save the City \$20,640 over the next (2) two years compared to previous contract; 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 for these contracts are available in the 2013 Budget, Department of Public Works, Recycling of Leaves, **Appro. #3-01-057-524, in the amount of \$16,632.00 with continuation of the contracts contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2013 adopted and future budgets.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a two year contract be awarded to **Freehold Cartage Inc.**, for disposal and transportation of up to 16,000 cubic yards of leaves at \$5.15 cubic yard, in accordance with the bid specifications and proposal, **for a sum not to exceed \$82,400.**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 26th DAY OF March, 2013
Kathy L. Schemel
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:

TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF LEAVES

Said contract being made as follows:

FREEHOLD CARTAGE, INC. \$ 82,400.00

Said funds being available in the form of:

**RECYCLING OF LEAVES APPRO. # 3-01-057-524 \$16,632.00
* 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. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

3/19/13
Date

Memo

To: Howard H. Woolley, Business Administrator
From: David Spaulding, Purchasing Agent
CC: Ronald J. Mehlhorn, Director of Finance
Date: 3/14/2013
Re: 24 Month Contract for Disposal and Transportation of Leaves

BID SUMMARY 24 MONTH CONTRACT FOR DISPOSAL AND TRANSPORTATION OF LEAVES

A bid Committee consisting of, Purchasing Agent, and Director of Public Works were in receipt of sealed bids which were advertised on February 22, 2013 and were received on March 14 2013.

Freehold Cartage **\$5.15 Cubic Yard**
Reliable Wood **\$7.43 Cubic Yard**

Form	Freehold	Reliable		
Stock	X	X		
Non	X	X		
Add	X	X		
Bond	X	X		
BRC	X	X		
Affirm	X	X		
Surety	X	X		
Public Works	X	X		
Subs	X	X		

Note :Freehold Cartage appears to be the apparent lowest, responsive ,responsible bidder.

R# 80-13

RESOLUTION
2012 BUDGET APPROPRIATION RESERVE TRANSFERS

WHEREAS N.J.S.A. 40A:4-59 states that, if during the first 3 months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserve over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

WHEREAS the Director of Finance has deemed that the appropriation set forth below meet the requirements aforementioned, and recommends that said transfers be made,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 concurring affirmatively) that the budget transfers appearing on the attached sheet, made a permanent part of this resolution, be, and the same are, hereby 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. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 3-26-13
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 24 DAY OF MARCH 2013
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

**2012 Budget Appropriations
Reserves**

RESERVE
TRANSFERS
03/13/2013

TRANSFERS "TO"

Department of Health
Office of the Director

Public Health Consortium

1,500.00

Department of Finance

Office the Municipal Comptroller

Other Expense

2,000.00

TOTAL TRANSFERS "TO"

3,500.00

TRANSFERS "FROM"

Department of Public Safety

Division of Police

Salaries and Wages

3,500.00

TOTAL TRANSFERS "FROM"

3,500.00

R# 81-13

**RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
TAX COURT OF NEW JERSEY JUDGMENT**

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the years indicated and,

WHEREAS, the taxes on the certain property for the years indicated are overpaid and,

WHEREAS, in some of the cases a stipulation having been filed with the judgment indicating that relief from the same be made by way of credit to the taxpayer's account and,

BE IT RESOLVED, that the City of Long Branch refund to the taxpayer(s) shown the amount of the tax overpaid and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown on the attached sheet charging taxes for the years indicated in the amount of \$146,073.45.

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. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-26-13
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 27 DAY OF MARCH 2013
Kathy L. Schemelz

BLOCK	LOT	NAME	YEAR	AMOUNT
216	1	Michael D. Mirne, Esq, Attny Trust Account For: Breslin, Peggy, Et. Al. 3200 Sunset Avenue Ocean, NJ 07712	2011 2012	8,330.32 8,598.05
1	5	City of Long Branch Account of: Askenazie, Melanie	2011 2012	10,237.81 10,566.85
18	4	City of Long Branch Account of: Cohen, Michael S.	2011 2012	3,570.14 3,684.88
118	1	City of Long Branch Account of: 118 Brighton Avenue Associates, LLC	2011 2012	12,122.53 17,409.63
215	3	City of Long Branch Account of: Sea View Towers LLC	2012	30,415.43
246	7	City of Long Branch Account of: Blumenkrantz, H Pearson R Etals	2010 2011	1,171.25 2,512.95
246	8	City of Long Branch Account of: Blumenkrantz, H & Pearson R Etals	2010 2011	2,017.78 2,609.75
301.01	1.303	City of Long Branch Account of: Baker, Frederick M & Gail	2011 2012	759.20 1,567.20
301.01	1.317	City of Long Branch Account of: Chester Eilender Cubed, LLC	2011 2012	759.20 1,567.20
301.01	1.402	City of Long Branch Account of: Huang, Robert & Gina	2012	1,567.20
301.01	1.405	City of Long Branch Account of: Lee, Jolinda	2012	1,567.20
301.01	1.417	City of Long Branch Account of: Levitt, Dianna & Stanley Trustees	2012 -	1,567.20
301.01	1.418	City of Long Branch Account of: Hagelgans, Robert	2012	1,567.20
304.03	12.104	City of Long Branch Account of: Charney, Jeffrey & Sandra	2011 2012	759.20 1,567.20
304.03	12.202	City of Long Branch Account of: Vohra, Atul & Meenu	2012	1,567.20
304.03	12.302	City of Long Branch Account of: Garfield, Allan D, Trustee	2012	1,567.20
304.03	12.403	City of Long Branch Account of: Porcelli, Marcus	2012	1,567.20
304.03	12.404	City of Long Branch Account of: Houmis, Nicholas & Beverly	2012	1,567.20
304.03	12.407	City of Long Branch Account of: Foglia, Philip & Jacqueline	2011 2012	759.20 1,567.20
304.01	2	City of Long Branch Account of: Huang, Robert & Gina	2011	679.48
301.01	1.101	City of Long Branch Account of: Kashi, Avi	2011 2012	759.20 1,567.20
301.01	1.116	City of Long Branch Account of: Massaroni, Robert & Lisa	2012	1,567.20
301.01	1.118	City of Long Branch Account of: Lazzaro, Bette	2012	1,567.20
301.01	1.202	City of Long Branch Account of: Reynolds, John M	2012	1,567.20
301.01	1.218	City of Long Branch Account of: Stretch, Doris & Boyden & Anca, R	2012	1,567.20
301.02	1.202	City of Long Branch Account of: E L R Realty LLC	2011	1,708.20

R# 82-13

**RESOLUTION AMENDING INTER-LOCAL AGREEMENT
WITH MONMOUTH COUNTY REGIONAL HEALTH
COMMISSION 2012**

WHEREAS, the City of Long Branch has previously, by passage of Resolution # R150-12, authorized an agreement with the Monmouth County Regional Health Commission for health services for the City for a annual sum of \$15,000.00; and

WHEREAS, the City as part of their agreement, additional services were required that needed to be amended to (1) month in the amount of \$1,488.00; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #2-01-075-231, in the amount of \$1,488.00

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby amends the agreement with **Monmouth County Regional Health Commission** for health services for the City, **for an amended agreement amount not to exceed \$16,488.00**

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

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. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-16-13
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 24 DAY OF MARCH 2013
Kathy Schmidt

**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:

MONMOUTH COUNTY REGIONAL HEALTH COMMISSION

Said contract being made as follows:

MONMOUTH COUNTY REGIONAL HEALTH COMMISSION \$ 1,488.00

Said funds being available in the form of:

APPROPRIATION # 2-01-075-231, \$1,488.00



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

3/21/13
Date

R# 83-13

**RESOLUTION AMENDING INTER-LOCAL AGREEMENT
WITH MONMOUTH COUNTY REGIONAL HEALTH
COMMISSION 2013**

WHEREAS, the City of Long Branch has previously, by passage of Resolution # R63-13, authorized an agreement with the Monmouth County Regional Health Commission for Health Services for the City for a annual sum not to exceed \$18,562.00; and

WHEREAS, the City as part of their agreement, services were reduced and required to be amended to (1) month in the amount of \$1,488.00; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby amends the agreement with **Monmouth County Regional Health Commission** for health services for the City, **for an amended agreement amount not to exceed \$17,074.00**

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

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 D. SCHMEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-26-13
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 27 DAY OF MARCH 2013
Kathy D. Schmez
MUNICIPAL CLERK, R.E.

R# 84-13

**RESOLUTION REJECTING BID
FOR 24 MONTH ANIMAL SHELTER SERVICES CONTRACT**

WHEREAS, the City of Long Branch advertised to receive bids on March 19, 2013 for a two year contract for animal shelter services, and there were no bids received :and

WHEREAS, it was determined that the services for animal services contract are a critical function of the Health Department: and

BE IT FURTHER RESOLVED that the Purchasing Agent is directed to re-advertise for bids.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-26-13
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 27th DAY OF MARCH 2013
Kathy L. Schemel
MUNICIPAL CLERK, E.E.

R# 85-13

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN INTERLOCAL AGREEMENT FOR ANIMAL CONTROL WITH THE TOWNSHIP OF OCEAN FOR THE CALENDAR YEAR 2013

WHEREAS, the City of Long Branch previously entered into Interlocal Services Agreements with the Township of Ocean for the provision of animal control services for prior calendar years; and

WHEREAS, David Roach, Health Officer, has recommended that the City continue to obtain animal control services by way of an Interlocal Services Agreement with the Township of Ocean for the calendar year 2013, with an increase of \$ 4,000 for the year 2013 reflecting costs to the City's Health Department, thus bring the total amount of the Agreement to \$ 50,100.00 per year, representing quarterly payments of \$12,525.00; and

WHEREAS, entering into an Interlocal Service Agreement with the Township of Ocean for animal control services, is in the best interest of the citizens of the City:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Mayor to enter into an Interlocal Shared Services Agreement with the **Township of Ocean**, for the provision of a animal control services for the calendar year 2013 in the form annexed hereto, as well as any and all additional documents that are require to effectuate the purpose of this resolution and the agreement.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 3-26-13
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27 DAY OF MARCH 2013
Kathy L. Schmeltz
Municipal Clerk

R# 86-13

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. SCHELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-26-13
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 27 DAY OF MARCH 2013
Kathy L. Schele
Municipal Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of March 26, 2013. 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 Assoc.	Rent for Municipal Court - April 2013		9,107.11
A T & T	Utilities - Telephone - Bill Dated 2/28/13 - Various Locations	*	1,701.34
A T & T	Utilities - Telephone - Bills Dated 2/21 & 2/22/13 - Various Locations	*	80.22
All Industrial Safety Products, Inc.	Gloves - DPW		244.37
American Hose & Hydraulics Co.	Misc. Parts - Sanitation #20 - DPW		550.00
Andrew Clay	Soccer Referee for Youth Indoor Soccer Games - 2/23 & 3/2/13 - Recreation Dept.		240.00
Ansell, Grimm & Aaron	Legal Services Rendered - Hotel Campus - February 2013	*	330.00
Ansell, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - February 2013	*	23,673.63
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - February 2013	*	2,500.00
Applied Video Tech, Inc.	2013 Support & Maintenance Renewal - L.B. Cable Commission		865.00
Atlantic Plumbing Supply Corp.	Plumbing Materials to Repair Gas Line & Air System - DPW / Fire Prevention		336.48
B. Keith Controls, Inc.	Janitorial Supplies for City Hall Building - DPW		28.30
Beverly Baxter	Ceramic Instruction - February 2013 - Senior Affairs		1,250.00
Beyer-Warnock Fleet Sales & Service	Trunk Trays for Police Vehicles - Police Dept.		1,433.24
Big A Trucking Co.	Tire Repair - Truck #25-9-75 - Fire Dept.		202.00
Bill Fox Co.	Ex-Chief Badge - Fire Dept.		4,565.00
Bollinger Insurance, Inc.	Youth & Adult Basketball Accident Renewal - Recreation Dept.		1,268.00
Bullet Lock & Safe Co.	Misc. Keys/Locks - DPW / Fire Dept.		605.25
Cablevision Lightpath, Inc.	Monthly Lease of Dark Fiber - February & March 2013 - IT-Administration		3,000.00
Cablewholesale.com	Various Computer Cables - IT Dept.		168.19
Carl F. Jennings	Cell Phone Allowance - January / March 2013 - Recreation Dept.		120.00
Century Office Products, Inc.	Bond Paper - Building Dept.		164.00
Charles Shirley	Reimbursement for Purchase of (2) Dodge Charger Tail Light Flashers - Police Dept.		70.42
Cherry Valley Tractor Sales, Inc.	Misc. Parts - PW #101 - DPW		61.62
Circle Chevrolet	Misc. Parts - PD #6 - DPW		235.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,014,233.69
City of Long Branch Clearing Account	Reimburse Clearing Account	*	343,217.14
City of Long Branch Clearing Account	Reimburse Clearing Account	*	26,503.63
City of Long Branch Clearing Account	Reimburse Clearing Account	*	10,857.77
City of Long Branch Clearing Account	Reimburse Clearing Account	*	868,362.82
City of Long Branch Payroll Agency Account	DCRP Match - March 2013	*	657.92
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	37,780.75
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	830,582.07
Coast Hardware Co.	Misc. Hardware - DPW / Traffic Dept.		277.91
Complete Security Systems, Inc.	Inspection at Recreation Office & Fire Alarm Monitoring at Senior Center - DPW		754.04
Cooper Power System	Electrical Parts for Beachfront - DPW		98.00
County of Monmouth	February County Tax	*	3,046,049.25

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

County of Monmouth	Added/Omitted for 2012 billing	*	40,475.53	
County of Monmouth	February County Open Space Tax	*	176,574.93	
County of Monmouth	Added/Omitted for 2012 billing Open Space	*	2,334.75	
Craft Oil Corp.	Anti-Freeze - DPW		505.68	
CWA Local 1038	Dental/Vision - March 2013	*	4,900.00	
David Roach	Cell Phone Allowance - January / March 2013 - Health Dept.		120.00	
David Spaulding	Reimbursement for 2013 Technology Education Conference - 4/11/13 - Purchasing Agent		25.00	
David Spaulding	Reimbursement for Hotel Reservation for Public Purchasing Forum - 5/1-5/2/13 - Purchasing Agent	*	148.06	
Dearborn National Life Insurance Co.	Life Insurance - March 2013	*	1,169.21	
Depository Trust Company	Principal & Interest on Bonds	*	1,534,859.38	
Depository Trust Company	Principal & Interest on BANs	*	10,246,932.48	
Depot International	Computer Supplies - Police Dept.		12.26	
DiFrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Appeals - January 2013		3,175.50	Pymt #1
Edwards Tire Co.	Tires for Various Vehicles - DPW		2,682.48	
Efinger Sporting Goods Co.	Soccer Equipment - Recreation Dept.		1,170.00	
Eric Reisher	Technical Support Services - February 2013 - L.B. Cable Commission		100.00	
F & C Automotive Supply	Misc. Parts for Sanitation #70 & DPW Stock		705.48	
F & S Tire Corp.	Re-Cap Tires - DPW		2,304.00	
Fed Ex	Second Day Shipping - DPW		25.82	
Federal Cleaning Contractors	Window Cleaning at Recreation Building - Recreation Dept.		25.00	
Fine Fare	Food & Beverages for College Tour Meeting - 1/12/13 - Recreation Dept.		133.89	
Fire & Safety Services, Ltd.	Misc. Parts for Truck #25-9-75 & #25-6-90 - Fire Dept.		522.72	
First Atlantic Federal Credit Union	Rent for Recreation Dept. - April 2013		1,716.84	
Fisher's Repair	Misc. Equipment for Sanitation Stock - DPW		80.00	
Freehold Dodge, Inc.	Misc. Parts - PD #57 - DPW		105.13	
Freehold Ford, Inc.	Misc. Parts - FP #284 - DPW		768.13	
Gagliano Appraisal, LLC.	Appraisal Services - February & March 2013		875.00	Pymt #2
Gann Law Books	2013 NJ Court Rules - Municipal Court		115.00	
Gannett Satellite Information Network, Inc.	Legal Ads - January 2013 - City Clerk's Office		2,991.00	
Garden State Highway Products, Inc.	Highway Materials - Traffic Dept.		295.00	
Gen-El Safety & Industrial Products, LLC.	Gas Calibration/Cradle for Fire Trucks - Fire Dept.		1,732.80	
General Linen & Paper Supply	Janitorial Supplies for Fire Dept.		165.30	
Global Gov't./Education Solutions, Inc.	Computer Equipment - Tax Collector's Office / Police Dept.		1,740.14	
Guy Little	Reimbursement for Purchase of Bug Spray for Emergency Infestation Investigation - Health Dept.		6.40	
Heavenly Office	(2) Bill Counters for Beach Use - Comptroller's Office		356.20	
Holman, Frenia, Allison, P.C.	Auditor of 2012 Financial Records - February 2013		10,000.00	Pymt #1
Home Depot Credit Services	Various Building Materials - Various Depts.		2,777.36	
Hoover Truck Centers, Inc.	Misc. Parts to Rebuild Engine - Sanitation #70 - DPW		6,168.79	
Horizon Blue Cross Blue Shield	Health Benefits - February & March 2013	*	975,031.38	
Horizon Blue Cross Blue Shield	Dental Benefits - March 2013	*	14,578.02	
Howard H. Woolley Jr.	Reimbursement for Paid Parking Fee - 1/8/13 - Administration		6.50	
Institute For Professional Development	Registration for Seminar - 2/4/13 - D. Spaulding - Purchasing Dept.		99.00	
ISG/Infrasys	Charger & Battery for Thermal Image Camera - Fire Dept.		379.00	
Jacob L. Jones	Cell Phone Allowance - January / March 2013 - Community Dev.		120.00	
Jamm Printing	Various Printed Forms - Various Depts.		1,368.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Jersey Cape Diagnostic, Training/Opportunity Center	Seasonal Beach Badges for 2013 Beach Season - Recreation Dept.		1,143.00	
Jersey Central Power & Light	Utilities - Electric - Bills Dated 1/31-2/28/13 - Various Locations	*	46.34	
Jersey Central Power & Light	Utilities - Electric - Bills Dated 2/1-3/5/13 - Various Locations	*	5,242.77	
Jersey Shore Medical Center	(96) CPR Certifications - Police Dept.		480.00	
Joann Fabrics & Crafts	Supplies for Various Events in March 2013 - Senior Affairs	*	161.16	
Johnny On The Spot, Inc.	Barricade Fence Panels for Ocean Blvd. - November 2012 / March 2013		34,070.90	Pymt #1-2
John's Auto & Truck Repair	Towing - 1/9 & 2/25/13 - Police Dept.		200.00	
Kepwel Water	Monthly Cooler Rental - February 2013 - Administration		14.00	
Lawson Products, Inc.	Misc. Parts for DPW Stock & Traffic Dept.		1,641.16	
Liberty Paper & Janitorial Supply	Janitorial Supplies for Senior Center - DPW		272.15	
Long Branch Board of Education	January 2013 School Tax	*	2,682,213.00	
Long Branch Board of Education	February School Taxes	*	2,682,213.00	
Long Branch Board of Education	March School Taxes	*	2,682,213.00	
Long Branch Chamber of Commerce	Rent for UEZ/Community Dev. - April 2013		1,650.00	
Long Branch Elks Lodge #742	Full Page Ad in Charity Ball Journal - Mayor's Office		100.00	
Maser Consulting, P.A.	Professional Services Rendered - Zoning Ordinances - February 2013		813.75	Pymt #6
Mazza & Sons, Inc.	Disposal of Bulky Waste & Recycling of Tires - February 2013 - DPW		20,495.20	
MCAA of NJ c/o Suzann Lorusso	Registration for Conference - 5/9-5/10/13 - T. Turner & M. Hammell - Municipal Court		350.00	
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Retainer - Zoning Board - February 2013		1,000.00	Pymt #2
Mid-Atlantic Truck Center, Inc.	Misc. Parts - PW #118 - DPW		631.50	
Monmouth County Treasurer - Finance Dept.	Tipping Fees - February 2013 - DPW		64,562.43	
Monmouth County Treasurer - Sheriff's Office	2013 Shrewsbury Flood Warning System Service - OEM		1,500.00	
Monoprice, Inc.	Computer Equipment - IT Dept.		426.91	
Motorola Solutions, Inc.	Pagers & Battery Packs - Fire Dept.		2,157.00	
Municipal Record Service	ATS Mailers - Municipal Court		1,655.00	
New Jersey American Water Co.	Utilities - Water - (Hydrants Included) - Bill Dated 1/24-2/27/13 - Various Locations	*	16,570.73	
New Jersey Motor Vehicle Commission	Motor Vehicle Title - DPW	*	60.00	
New Jersey Motor Vehicle Commission	Motor Vehicle Title - DPW	*	60.00	
New Jersey Motor Vehicle Commission	Motor Vehicle Title - DPW	*	60.00	
New Jersey Motor Vehicle Commission	Motor Vehicle Title - DPW	*	60.00	
NJ Planning Officials	Three Way Membership - 1/1-12/31/13 - Planning/Zoning Boards		420.00	
NJACCHO	2013 Membership Dues - D. Roach - Health Dept.		200.00	
NJAPZA c/o Bonnie Imposimato	2013 Membership Renewal - M. Silva - Planning Dept.		45.00	
Office Concepts Group	Ink Cartridges - DPW		323.44	
Office Needs, Inc.	Ink Cartridges - DPW		114.00	
Omaha Standard, Inc.	Misc. Parts - PW #250 - DPW		2,185.67	
Party Fair	Supplies for St. Patrick's Day Party - 3/15/13 - Senior Affairs		278.34	
Pro Vehicle Outlines	2013 Upgrade for Police Vehicles - Traffic Dept.	*	329.00	
Quality Communications Systems	Misc. Equipment for Various Police Vehicles - Police Dept.		7,750.98	
Riggins, Inc.	Diesel Fuel & Unleaded Gasoline - February 2013 - DPW		41,981.13	
Safelite Fulfillment, Inc.	Install Windshield on PW #14 - DPW		236.89	
Saker Shoprites, Inc.	Food for Various Events in February & March 2013 - Senior Affairs & Recreation Dept.		397.29	
Seaboard Fire & Safety	Disable Kitchen Suppression System at West End Concession Stand - DPW		85.00	
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - DPW		105.50	
Shared Solutions & Services, Inc.	Telephone Maintenance - City Hall & Senior Center - January / April 2013		3,506.32	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Sharp Electronics Corp.	Copier Rental - February 2013 - Recreation Dept.	198.05	
Signs By Tomorrow	Lettering on Window of New Office Building - Recreation Dept.	235.00	
Siperstein's	Paint for Various Depts. - DPW	267.74	
State of NJ Dept. of Environmental Protection	DEP Permit - Dredging Project - Lake Takanassee - DPW	*	2,700.00
State of NJ Trust Fund Management	Green Trust Loan Payment #1325-90-075	*	20,803.51
State of NJ Trust Fund Management	Green Trust Loan Payment #1327-03-003	*	13,991.22
State of NJ Trust Fund Management	Green Trust Loan Payment #1325-95-042	*	16,105.45
Stavola Contracting Co.	Concrete - DPW		31.85
Stephen L. Green Trailers	Misc. Parts - PW #918 - DPW		48.00
Storage Engine	Laserfiche Upgrade & Renewal - IT-Administration		3,566.00
T & M Assoc.	Engineering Services Rendered - Troutmans Greenway Park - February 2012		1,900.00
T.E.A.M. Life, Inc.	Defibrillator Batteries - Police Dept.		1,400.00
T.Y.G. Productions	Videography - 7/8/12 - Community Dev.		400.00
Trap Rock Industries, Inc.	Road Maintenance Materials Delivered to Atlantic Avenue - DPW		2,277.57
Treasurer, County of Monmouth c/o MOCERT Coordinator	2013 Municipal Assessment for Monmouth County Emergency Response Team - Police Dept.		1,000.00
Treasurer, State of NJ - Division of Revenue	Air Quality Permitting Program - DPW		410.00
United Parcel Service	Next Day Air - DPW		49.89
Van Cleef Engineering Assoc.	Professional Services Rendered - Green Ordinances - September 2012 / February 2013		2,759.75 Pymt #4-6
Verizon	Utilities - Telephone - Bills Dated 3/5/13 - Municipal Court	*	206.74
Verizon Communications	Utilities - Telephone - Bill Dated 2/25/13 - Recreation Dept.	*	49.99
Vision Service Plan	Vision - March 2013	*	1,258.08
W.B. Mason Co.	Various Office Supplies - Various Depts.		1,116.44
W.E. Timmerman Co.	Misc. Parts - PW #91 - DPW		578.39
W.W. Grainger, Inc.	Misc. Equipment - DPW / Health Dept.		639.40

TOTAL CURRENT

27,604,565.95

City of Long Branch Clearing Account	Reimburse Clearing Account	*	371,574.28
T & M Assoc.	Professional Services Rendered - Boardwalk Repair Project - January / March 2013		3,119.89 Pymt #5
Vantage Point Development Advisors, LLC.	Professional Services Rendered - Pier Project Management - February 2013		667.50 Pymt #2

TOTAL CAPITAL

375,361.67

NJ Dept. of Health & Senior Services	Dog Report - February 2013	*	228.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,334.65
City of Long Branch Clearing Account	Reimburse Clearing Account	*	383.30
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,084.50
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	363.00
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	4,721.50
Dearborn National Life Insurance Co.	Life Insurance - March 2013	*	1.96
Horizon Blue Cross Blue Shield	Health Benefits - February & March 2013	*	6,975.76

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Horizon Blue Cross Blue Shield	Dental Benefits - March 2013	*	108.61
Vision Service Plan	Vision - March 2013	*	20.32
TOTAL DOG			7,104.69

Trolly Tours, Inc.	Transportation for College Tour - 3/25-3/29/13 - Community Dev.	*	5,500.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	9,583.99
City of Long Branch Clearing Account	Reimburse Clearing Account	*	68,470.81
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,704.67
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,199.17
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	445.87
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	5,753.30
Dearborn National Life Insurance Co.	Life Insurance - March 2013	*	9.80
Horizon Blue Cross Blue Shield	Health Benefits - February & March 2013	*	9,392.25
Horizon Blue Cross Blue Shield	Dental Benefits - March 2013	*	154.20
Jersey Central Power & Light	Utilities - Electric - (Street Lighting Included) - Bills Dated 2/1-3/5/13 - Various Locations	*	204.67
Vision Service Plan	Vision - March 2013	*	27.74
TOTAL HUD			111,446.47

A T & T	Utilities - Telephone - Bills Dated 2/21 & 2/22/13 - UEZ	*	122.71
Ansell, Grimm & Aaron	Legal Services Rendered - Pier Village II - February 2013	*	176.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,180.22
City of Long Branch Clearing Account	Reimburse Clearing Account	*	27,341.43
City of Long Branch Clearing Account	Reimburse Clearing Account	*	176.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	58,716.11
City of Long Branch Clearing Account	Reimburse Clearing Account	*	26,551.86
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	272.69
City of Long Branch Payroll Agency Account	Payroll Dated 3/15/13	*	26,279.17
Dearborn National Life Insurance Co.	Life Insurance - March 2013	*	0.98
E.M. Waterbury & Assoc.	Engineering Services Rendered - August 2012 - Zoning Board		315.00
FNA Jersey BOI, LLC.	Tax Sale Premium	*	11,400.00
Horizon Blue Cross Blue Shield	Health Benefits - February & March 2013	*	4,965.56
Horizon Blue Cross Blue Shield	Dental Benefits - March 2013	*	77.10
Martin J. Arbus, Esq.	Legal Services Rendered - January 2013 - Planning Board		462.00
Maser Consulting, P.A.	Conflict Engineer - Inspection Fees - January & February 2013		1,602.50
NJ-IAAI	Registration for 2013 Annual Conference & Meeting - 3/6-3/8/13 - S. Merkel - Fire Prevention		400.00
Quality Communications Systems	Misc. Equipment for Fire Vehicle #25-30 & #25-35		891.10
US Bank Cust Crestar Capital	Tax Sale Premium	*	15,000.00
US Bank Cust Empire Cap One	Tax Sale Premium	*	3,300.00
US Bank Cust For Tower DBW	Tax Sale Premium	*	23,700.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Vision Service Plan

Vision - March 2013

*

13.87

TOTAL TRUST OTHER

206,944.30

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE