

RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON DECEMBER 30, 2013:

R311-13 RESOLUTION BETWEEN THE CITY OF LONG BRANCH AND THE LONG BRANCH SEWERAGE AUTHORITY \$9,400,000 PROJECT FINANCING

R312-13 RESOLUTION APPROVING THE LIQUOR LICENSE RENEWAL HELD BY LB LICENSE INC FOR THE 2013/2014 LICENSE TERM

R313-13 RESOLUTION REQUESTING AUTHORIZATION TO RESCIND RESOLUTION #117-13 REGARDING THE UEZ YEAR-ROUND SHUTTLE SERVICE PROJECT

R314-13 RESOLUTION REQUESTING AUTHORIZATION TO RESCIND RESOLUTION #147-13 REGARDING THE UEZ YEAR-ROUND SHUTTLE SERVICE

R315-13 RESOLUTION TO AMEND THE TERM OF THE UEZ YEAR-ROUND SHUTTLE SERVICE FOR FY 2013 & 2014

R316-13 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION D/B/A MEADOWLINK TO PROVIDE YEAR-ROUND SHUTTLE SERVICE IN THE CITY OF LONG BRANCH

R317-13 RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2014

R318-13 RESOLUTION APPROVING AND AUTHORIZING FIREWORK DISPLAYS THROUGH THE 2014 CALENDAR YEAR

R319-13 RESOLUTION RESCINDING CONTRACT FOR INSTALLATION OF CUSTOM FABRICATION BOARDWALK RAILINGS FOR IMPROVEMENTS OCEANFRONT BOARDWALK

R320-13 RESOLUTION CANCEL REMAINING CONTRACT FOR IMPROVEMENTS TO OCEANFRONT BOARDWALK

R321-13 RESOLUTION SETTING FORTH RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES FOR 2014

R322-13 RESOLUTION ESTABLISHING A YEAR END PENALTY OF SIX (6%) PER CENT TO BE CHARGED ON DECEMBER 31ST OF EACH YEAR ON DELINQUENCIES IN EXCESS OF \$10,000.00

R323-13 RESOLUTION ESTABLISHING A YEAR END PENALTY OF SIX (6%) PER CENT TO BE CHARGED ON THIRD PARTY LIENS ON DECEMBER 31ST OF EACH YEAR WHEN THE AMOUNT PAID BY THE LIEN HOLDER IS IN EXCESS OF \$10,000.00

R324-13 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE A FEE FOR RETURNED CHECKS

R325-13 RESOLUTION TO APPOINT TAX SEARCH OFFICER FOR 2014

R326-13 RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM SIGNATURE INFORMATION SOLUTIONS FOR THE CITY OF LONG BRANCH TO PROVIDE A WEEKLY TAX DATA TRANSMISSION OF CITY TAX RECORDS

R327-13 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE TAX SALE COSTS FOR PREPARING AND ADVERTISING TAX SALE LIST

R328-13 RESOLUTION TO REFUND OVERPAYMENT OF 2013 TAXES

R329-13 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R330-13 RESOLUTION APPOINTING CLASS II SPECIAL LAW ENFORCEMENT OFFICER FOR THE CITY OF LONG BRANCH

R331-13 RESOLUTION REAPPOINTING TINA BROWN AS ALTERNATE DEPUTY REGISTRAR OF VITAL STATISTICS

R332-13 RESOLUTION REAPPOINTING LINDA HURDEN AS DEPUTY REGISTRAR OF VITAL STATISTICS

R333-13 RESOLUTION OF VACATION OF EXISTING EASEMENTS

R334-13 RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR 2014

R335-13 RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE, SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE RESOLUTION APPROVAL PAYMENT OF BILLS

R336-13 RESOLUTION 2013 BUDGET APPROPRIATION TRANSFERS

R337-13 RESOLUTION AWARDDING A CONTRACT TO PENNONI ASSOCIATES INC. FOR BOUNDARY AND TOPOGRAPHIC SURVEY WATERFRONT AREA (**REMOVE**)

R338-13 RESOLUTION APPROVAL PAYMENT OF BILLS

R339-13 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO ENTER INTO A JOINT SERVICES AGREEMENT WITH THE BOROUGH OF DEAL AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE ANIMAL CONTROL SERVICES FOR 2014 IN AN AMOUNT NOT TO EXCEED \$4,500.00

R# 311-13

RESOLUTION BETWEEN THE CITY OF LONG BRANCH AND
THE LONG BRANCH SEWERAGE AUTHORITY
\$9,400,000 PROJECT FINANCING

WHEREAS, the City of Long Branch (the "City") and the Long Branch Sewerage Authority (the "Authority") heretofore entered into a Service Agreement dated as of September 1, 2002 (the "2002 Service Agreement") providing, among things, for the payment of Annual Charges (as defined therein) relating to the Authority's System (as defined therein);

WHEREAS, the definition of "Bond" in the 2002 Service Agreement includes any bond, note or other evidence of indebtedness issued to finance costs of the System with respect to which the City consents by resolution to be a Bond (as defined therein) entitled to the benefits of the 2002 Agreement; and,

WHEREAS, the Authority plans to issue not exceeding \$9,400,000 bonds or notes to finance improvements to the Authority's system; now therefore,

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

Section 1. The City consents to the inclusion of not exceeding \$9,400,000 bonds or notes of the Authority to finance the Authority's 2014 Project as Bonds under the 2002 Service Agreement.

Section 2. This resolution shall take effect immediately.

MOVED: *Siriani*
SECOND: *Bastelli*

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 12-30-13
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 31st DAY OF December 2013
Kathy L. Schemelz
MUNICIPAL CLERK, R.M. (1)

R# 312-13

**RESOLUTION APPROVING THE LIQUOR LICENSE
HELD BY LB LICENSE INC FOR
THE 2013/2014 LICENSE TERM**

WHEREAS, LB License Inc filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2013/2014 license term; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held LB License Inc state license #1325-34-029-012 for the 2013/2014 license term.

MOVED: *Simanni*
SECOND: *Bastelli*

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 12-30-13
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 December 2013
Kathy L. Schemelz
MUNICIPAL CLERK, R.M.C.

OLD BUNGALOW LICENSE

LB LICENSE INC

OWNERS:

Michael Barry
David Barry
Anthony Diaco
Anthony Diaco, Jr.
Nicholas Diaco
Zachery Diaco, Jr.

STATE LICENSE #:

1325-34-029-012

STATUS:

Inactive

R# 313-13

**RESOLUTION REQUESTING AUTHORIZAION TO RESCIND
RESOLUTION #117-13 REGARDING THE UEZ YEAR-ROUND
SHUTTLE SERVICE PROJECT**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the County of Monmouth and has been designated to operate the Urban Enterprise Zone Program in Long Branch; and

WHEREAS, the aforementioned RESOLUTION #117-13 listed the incorrect dates of the operation of the Year-Round Shuttle Service; and

WHEREAS, in an effort to eliminate confusion this action will benefit residents and help to accomplish goals of the Year-Round Shuttle Project,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that RESOLUTION #117-13 be rescinded from the records according to this request.

OFFERED: Sirianne
SECOND: Bastelli
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 12-30-13
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 DECEMBER 2013
Kathy L. Schmez
MUNICIPAL CLERK, R.M.C.

R# 3/4-13

**RESOLUTION REQUESTING AUTHORIZAION TO RESCIND
RESOLUTION #147-13 REGARDING THE UEZ YEAR-ROUND
SHUTTLE SERVICE PROJECT**

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the County of Monmouth and has been designated to operate the Urban Enterprise Zone Program in Long Branch; and

WHEREAS, the aforementioned RESOLUTION #147-13 listed the incorrect dates of the operation of the Year-Round Shuttle Service; and

WHEREAS, in an effort to eliminate confusion this action will benefit residents and help to accomplish goals of the Year-Round Shuttle Project,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that RESOLUTION #147-13 be rescinded from the records according to this request.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 15th DAY OF February, 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 315-13

RESOLUTION TO AMEND THE TERM OF THE
UEZ YEAR-ROUND SHUTTLE SERVICE FOR FY 2013 & 2014

WHEREAS, the governing body of the City of Long Branch is a qualified municipality in the Urban Enterprise Zone as designated and the Long Branch Enterprise Zone Alliance has been created for said zone; and

WHEREAS, the funds which are generated by the UEZ programs are now being maintained by the Finance Department of the City of Long Branch with oversight by the Treasury Department of the State of New Jersey; and

WHEREAS, the City of Long Branch Urban Enterprise Zone Board of Directors wishes to authorize the use of \$70,000 of the Urban Enterprise Zone Assistance Fund for Year-Round Shuttle Service; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone funds under the provisions of the Urban Enterprise Zone Act Public 1993, Chapter 367, and there is sufficient funding available to cover the cost of the proposal; and

WHEREAS, the Year-Round Shuttle Service Program component is necessary in order to successfully complete UEZ objectives and goals; and

WHEREAS, the project will operate from March 1, 2013 through September 30, 2014; and

WHEREAS, these objectives and goals will directly benefit revitalization efforts and economic development needs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize that \$70,000 of UEZ matching funds be used for the purpose of addressing the Year-Round Shuttle Service costs and expenditures of the City of Long Branch UEZ Program.

OFFERED: Siranni
 SECOND: Bastelli
 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 12-30-13
 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 31st DAY OF DECEMBER 2013
Kathy L. Schemelz
 MUNICIPAL CLERK, R.M. 2

R # 316-13

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION D/B/A
MEADOWLINK TO PROVIDE YEAR-ROUND SHUTTLE SERVICE IN THE CITY OF
LONG BRANCH**

WHEREAS, the City of Long Branch has been negotiating and investigating an agreement between the City of Long Branch and Meadowlands Transportation Brokerage Corporation d/b/a Meadowlink to provide a shuttle service program; and

WHEREAS, pursuant to the agreement annexed hereto and made a part hereof, Meadowlink agrees to provide year-round shuttle service connecting the Long Branch train station with locations in the City of Long Branch described in Exhibits A (Shuttle Schedule) and B (Route Map); and

WHEREAS, the shuttle service will be provided Monday through Friday weekly starting from September 3, 2013 to August 31, 2014, and the service will run from 6:30 AM to 9:30 AM and from 3:25 PM to 8:30 PM or the hours may change based on ridership demand; and

WHEREAS, the cost to the City is set forth in the agreement and which fees and costs to the City shall not exceed the sum of \$49,500; 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 in the City budget the amount of \$49,500 has been allocated to Account Number G-13-053-401; and

WHEREAS, said services provided by Meadowlink would be in the best interests of the citizens of the City of Long Branch,

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Long Branch be and is hereby authorized to execute the agreement between the City of Long Branch and Meadowlands Transportation Brokerage Corporation d/b/a Meadowlink annexed hereto and made a part hereof.

OFFERED: Sigicani
SECOND: Bustelli
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 12-30-13
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 24th DAY OF December, 2013
Kathy L. Schemelz
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:

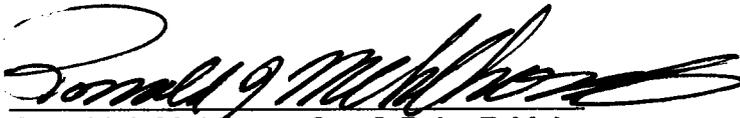
UEZ YEAR- ROUND SHUTTLE

Said contract being made as follows:

**MEADOWLANDS TRANSPORTATION BROKERAGE CORP.(T/A
MEADOWLINK) \$49,500.00**

Said funds being available in the form of:

#G-13-053-401, \$49,500.00



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

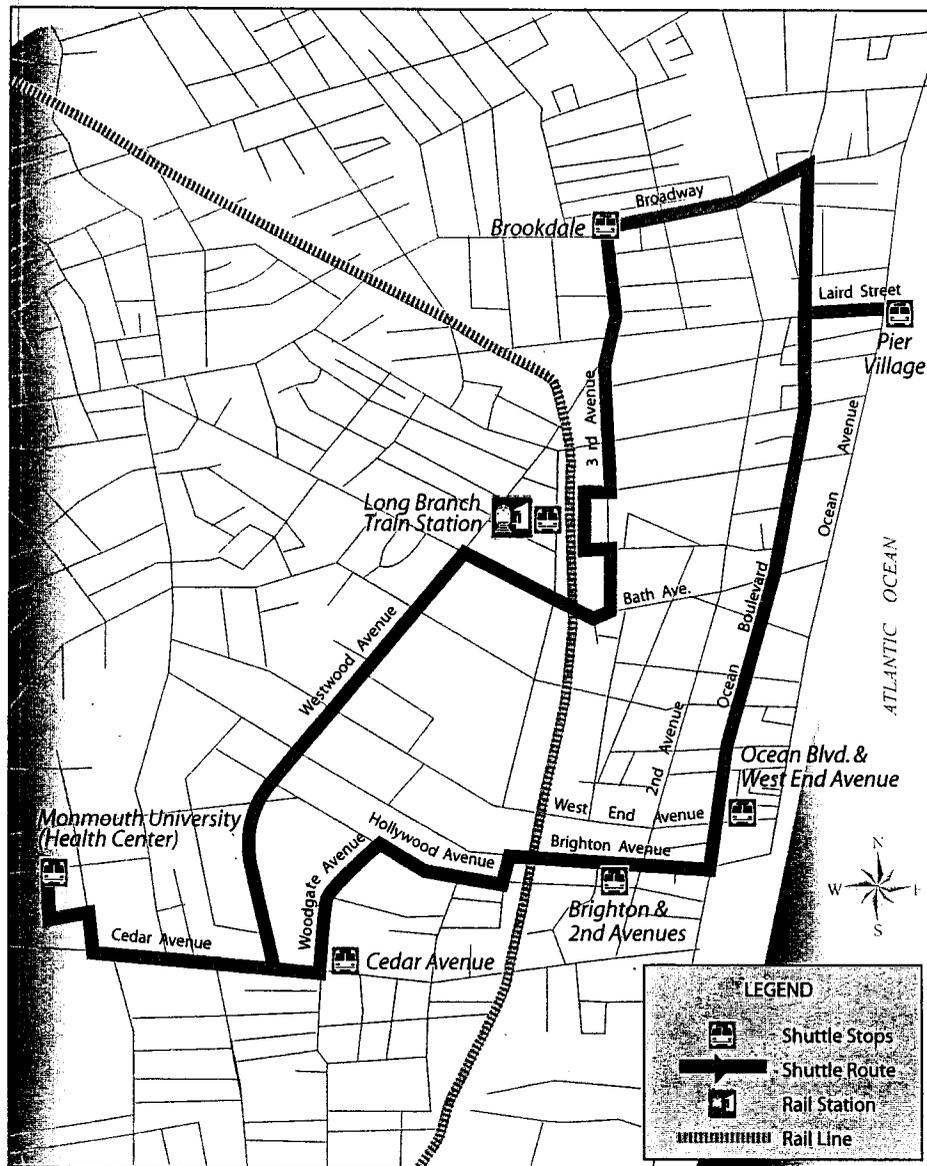
12/9/13
Date

Long Branch Year Round Shuttle

AM Schedule Mon - Fri						
Long Branch Rail Station (Train Arrives From New York/Newark)	-	-	7:11	-	7:52	8:38
Long Branch Rail Station (Shuttle Leaves)	6:30	6:55	7:20	7:50	8:20	8:55
Monmouth University (Health Center)	-	-	7:27	7:57	8:29	9:04
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	6:37	7:02	7:29	7:59	8:32	9:07
Brighton Avenue & 2nd Avenue	6:40	7:05	7:32	8:02	8:35	9:10
Ocean Boulevard & West End Avenue	6:42	7:07	7:34	8:04	8:37	9:12
Pier Village	6:45	7:10	7:37	8:07	8:40	9:16
Broadway & 3rd Avenue (Brookdale)	6:48	7:13	7:40	8:10	8:45	9:20
Long Branch Rail Station (Shuttle Arrives)	6:50	7:15	7:45	8:15	8:50	9:25
Long Branch Rail Station (Train Leaves To New York/Newark)	7:10	7:34	-	8:18	9:13	9:54

PM Schedule Mon-Fri									
Long Branch Rail Station (Train Arrives From New York/Newark)	3:14/ 3:21	4:09	4:24	5:08	-	6:05	6:47	7:05	7:29/ 7:38
Long Branch Rail Station (Shuttle Leaves)	3:25	4:12	4:43	5:10	5:37	6:08	6:50	7:19	7:46
Monmouth University (Health Center)	3:34	4:21	4:51	5:18	5:45	6:16	6:58	7:27	7:53
Woodgate Avenue & Cedar Avenue (Cedar & Beeches)	3:37	4:24	4:54	5:21	5:48	6:19	7:02	7:30	7:56
Brighton Avenue & 2nd Avenue	3:40	4:27	4:57	5:23	5:51	6:22	7:04	7:33	7:59
Ocean Boulevard & West End Avenue	3:43	4:30	4:59	5:25	5:53	6:25	7:07	7:35	8:03
Pier Village	3:47	4:34	5:02	5:29	5:56	6:28	7:11	7:39	8:06
Broadway & 3rd Avenue (Brookdale)	3:51	4:38	5:05	5:32	5:59	6:30	7:14	7:42	8:08
Long Branch Rail Station (Shuttle Arrives)	3:55	4:40	5:08	5:35	6:03	6:33	7:17	7:44	8:11
Long Branch Rail Station (Train Leaves To New York/Newark)	3:49	4:48	-	5:36	6:37	6:56	7:19	8:00	-

Long Branch Community Shuttle



Long Branch Year Round Shuttle Service



**Jitney connects to
Monmouth University,
Train Station, Oceanfront
&
Business Districts**



Meadowlink Corporation

SHUTTLE SERVICES AGREEMENT BETWEEN

**THE COUNCIL OF
CITY OF LONG BRANCH**

AND

**MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION
D/B/A MEADOWLINK**

THIS AGREEMENT made as of 1st day of March 2013, and effective when executed by all parties (the "Effective Date"), between the Council of City of Long Branch, (hereinafter "**LONG BRANCH**"), with its municipal building located at 344 Broadway, Long Branch, New Jersey 07740, and Meadowlands Transportation Brokerage Corporation D/B/A MEADOWLINK (hereinafter "**MEADOWLINK**") a New Jersey non-profit corporation, having its principal place of business at 144 Park Place East, Wood-Ridge, New Jersey 07075, (collectively hereafter, the "Parties").

WHEREAS, following the approval of its proposal by NJ TRANSIT and the Federal Transit Administration (FTA), MEADOWLINK received a federal grant under the Congestion Mitigation and Air Quality Improvement Program, which covers 75% of the operational cost, excluding the capital cost, of a shuttle connecting the NJ TRANSIT train station at Long Branch with Monmouth University and other businesses in Long Branch; and

WHEREAS, LONG BRANCH is desirous of providing such shuttle service to its residents and visitors; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and sufficient consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Shuttle Service.

(a) MEADOWLINK agrees to provide a shuttle service connecting the Long Branch Train station, with the businesses in Long Branch City, per the tentative route set forth on

Exhibit "A", and the tentative schedule set forth on **Exhibit "B,"** which are attached hereto and made a part hereof. The route and shuttle stops have been selected by LONG BRANCH in coordination with Meadowlink. This route may be modified from time to time as mutually agreed upon by all parties.

(b) The shuttle service shall be provided using one (1) 20 passenger mini-bus equipped with wheelchair lift. In the event of any breakdown, a replacement vehicle will be provided within 24 hours.

(c) Except as otherwise provided for herein, MEADOWLINK shall not provide shuttle service on holidays or weekend days. However, if requested by LONG BRANCH with at least five (5) business days advance notice, MEADOWLINK may arrange for transportation on holidays or weekend days at additional cost as set forth in paragraph 2 below. The list of holidays when shuttle service will not be provided is set forth on "**Exhibit "C,"**" which is attached hereto and made a part hereof.

(d) MEADOWLINK will provide comprehensive general liability insurance and automobile liability insurance coverage in the amount of Five Million (\$5,000,000.00) Dollars.

(e) MEADOWLINK will ensure that (i) the minibus shall be validly licensed, registered and inspected, properly maintained, air-conditioned, and in good condition and repair and (ii) all drivers shall be duly licensed and insured and shall have produced documentation evidencing that such drivers have tested negative for any controlled substance ingestion.

(f) It is agreed that LONG BRANCH will coordinate with its Police Department to ensure that all stops requested by LONG BRANCH are reviewed and approved for safety and any legal requirements. Further, LONG BRANCH will be responsible for appropriately marking or placing the shuttle stop signs at all stops.

2. Cost and Fares.

(a) It is estimated that the total cost of shuttle service will be approximately Seventy Dollars (\$70) per hour per vehicle.

(b) As stated above, 75% of the operational cost will be covered by the federal grant approved for MEADOWLINK. The remaining 25% of the operational cost will be paid by LONG BRANCH. Any fares collected by MEADOWLINK will be used to defray the

operational cost of the shuttle service before the remaining cost is split in 75:25 portions. FTA grant funds cannot be applied towards capital cost of the shuttle service. Accordingly, it is agreed that all of the capital cost of the vehicle will be the responsibility of LONG BRANCH.

(c) For eight (8) hours of shuttle service during the week (M – F) per the tentative schedule and route attached as Exhibits A and B, LONG BRANCH, will pay to MEADOWLINK a fixed total price of \$3,500 (Three Thousand Five Hundred Dollars) per month. This amount includes the operational as well as the capital cost of the project. LONG BRANCH may request change in the route and schedule, which MEADOWLINK will accommodate as soon as feasible, so long as the total hours of service do not exceed eight (8) hours during the week (M – F).

(d) With at least five (5) business days advance notice, LONG BRANCH may request extra service occasionally beyond the schedule included at Exhibit “A,” which will be billed as under:

- i. Extra occasional service during the week (M – F) will be provided at a cost of \$12.25 (Twelve Dollars and Twenty Five Cents) per hour and will be billed in increments of 15 (fifteen) minutes.
- ii. Extra occasional service during the weekend (Sa & Su) will be provided at a cost of \$28 (Twenty Eight Dollars) per hour and will be billed for a minimum of 4 (four) hours, followed by 15 (fifteen) minutes increments thereafter.
- iii. Extra service is not assured and will be provided subject to availability of resources, and prior approval from NJ TRANSIT.

(e) MEADOWLINK will collect a fare of one dollar (\$1.00) per person per ride. There is no discount for seniors.

(f) For the services rendered in any calendar month, MEADOWLINK will submit its invoice(s) to LONG BRANCH by the 5th business day of the following month. Unless disputed in writing within 15 calendar days from the date of invoice(s), the invoiced amounts shall be paid to MEADOWLINK within 30 days of receipt.

3. Term.

(a) The term of this Agreement shall commence on the Effective Date and will continue in effect until August 31st, 2014, unless extended by mutual agreement in writing.

(b) The Agreement may be terminated by either Party pursuant to thirty (30) calendar days written notice being provided prior to the noticed termination date and in accordance with other provisions of this Agreement.

(c) Additionally, in the event of a Default (Clause 4), the non-defaulting party may terminate this Agreement by written notice and all rights hereunder shall cease, but without prejudice to any claim by any party against the other arising prior to the effective date of termination. Termination pursuant to this sub-clause (c) shall be effective upon the date of receipt of such notice or the date specified therein, whichever is later.

4. Default.

The occurrence of one or more of the following shall be deemed a Default under this Agreement and just cause for termination of this Agreement by the non-defaulting party:

(a) Failure to Perform. A material breach of any term, covenant or agreement herein which continues un-remedied or uncorrected for a period of fifteen (15) calendar days, after written notice of default and demand for the cure of such default, from the non-defaulting party; or

(b) Creditors – Bankruptcy. If a party makes an assignment for the benefit of other creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of any substantial part of its property, or (save for the purpose of reorganization or amalgamation without insolvency) commences any proceeding relating to itself under any reorganization, arrangement, readjustment or debt, dissolution or liquidation under law or statute of any jurisdiction, whether now or hereafter in effect, or if it by any act indicates consent to, approval of, or acquiescence in, the appointment of any receiver or any trustee for it, or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (30) calendar days; or

(c) Cessation of Business. If a party ceases its business or operations covered under this Agreement or its legal existence.

5. Force Majeure.

The Parties shall not be liable for loss or delays or failure in performance of any part of this Agreement from any cause reasonably beyond their control and without their fault or negligence, including, but not limited to, acts of God, strikes, traffic, or weather conditions (collectively referred to as "Force Majeure" conditions). The Party affected by a Force Majeure condition, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of the Force Majeure condition, provided, however, that the party so affected shall use diligence to avoid or remove such cause of nonperformance and shall resume performance whenever such condition is removed or ceases.

6. Representations.

(a) No Disabilities. Each party expressly warrants that it is ready, willing and able to enter into this Agreement and that it is not subject to any prior agreement or to any law, rule or regulation which conflicts with, restricts or prohibits the terms of this Agreement and that it holds all permits, licenses, or other agreements necessary to perform fully its obligations under this Agreement.

(b) Compliance. The Parties shall at all times, comply fully with all applicable laws, ordinances, tax requirements, rules and regulations.

7. Notices.

All required notices shall be in writing and sent by email or first class mail, postage prepaid, delivery confirmation requested, addressed to:

MEADOWLINK: 144 Park Place East
Wood-Ridge, NJ 07075
Attn: Krishna Murthy
Executive Director
Tel: 201-939-4242
Fax: 201-939-2630
Email: kmurthy@ezride.org

LONG BRANCH: Long Branch Municipal Building

344 Broadway
Long Branch, NJ 07740
Attn: Howard H. Woolley Jr.
Business Administrator
Tel: 732-571-5645
Fax: 732-775-5143
Email: hwoolley@ci.long-branch.nj.us

or to such other address as either party may specify in writing. Urgent notices may be sent via confirmed facsimile or e-mail, and confirmed by mail, delivery confirmation requested. Notices shall be deemed to have been given on the date delivered in person or on the date of receipt as indicated by a record of delivery such as signed receipt for certified mail or express delivery service or confirmation of facsimile or email.

8. Indemnity.

(a) MEADOWLINK agrees to indemnify and hold harmless LONG BRANCH of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against LONG BRANCH, to the extent caused by or arising out of or relating to any accident or injury caused by the vehicles provided as part of the shuttle service, in so far as the vehicle is operated with in the scope of this Agreement. **This indemnity does NOT cover any criminal or wrongful use of the vehicle by any individual at any time. Further, in no event shall the maximum liability hereunder exceed the sum of \$1,000,000 (One Million Dollars).**

(b) Further, LONG BRANCH agrees to indemnify and hold harmless MEADOWLINK, of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against MEADOWLINK, to the extent caused by or arising out of or relating to the actions or conduct of riders of LONG BRANCH. **In no event shall the maximum liability hereunder exceed the sum of \$1,000,000 (One Million Dollars)**

(c) For the purpose of the indemnity provided under this paragraph, a vehicle shall be defined as being "operated with in the scope of this Agreement" if it is driven by an authorized person for the purpose of providing shuttle service.

9. Assignment.

No party to this Agreement may assign to any third party its interest in, or rights or obligations under, this Agreement without the prior written consent of all other parties to this Agreement.

10. Governing Law and Forum.

This Agreement shall be deemed to be an Agreement made in New Jersey, and shall in all respects be governed by and interpreted according to New Jersey law. Any dispute that cannot be amicably resolved may be brought before a state or federal court sitting in New Jersey. Each party hereby consents to the personal jurisdiction of any such court.

11. Amendment.

No modification or amendment of this Agreement shall be enforceable unless reduced to writing and executed by all Parties.

12. Agreement.

(a) This Agreement may be executed in two (2) counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same document.

(b) This Agreement and its attached exhibits, as may be amended from time to time by written agreement signed by all Parties, contain all the covenants, stipulations and agreements of the Parties and supersedes any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the Parties relating to the subject matter of this Agreement. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

13. Separability.

Should any term, covenant, condition or proviso in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement, and the application of such terms, covenant, condition or proviso to persons or circumstances other than those to which it is invalid, illegal or unenforceable, shall not be affected thereby and each term, covenant, proviso or condition of this Agreement shall be valid and enforceable to the extent permitted by law.

14. Authority.

Each signatory to this Agreement represents and warrants that he or she has the authority to bind the entity on whose behalf he or she is executing this Agreement.

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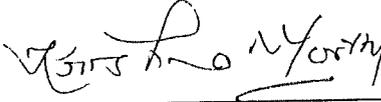
Signature Page Follows

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives on the date or dates indicated below:

City of Long Branch

Meadowlands Transportation Brokerage Corporation d/b/a MEADOWLINK

By: _____
(Signature)

By: 
(Signature)

Name: Adam Schneider
Title: Mayor
Date: _____

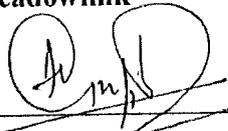
Name: Krishna Murthy
Title: Executive Director
Date: March 1, 2013.

Attestation:

For City of Long Branch

For Meadowlink

By: _____
(Signature)

By: 
(Signature)

Name: Howard H. Woolley, Jr.
Title: Business Administrator
Date: _____

Name: Avnish Gupta
Title: Assistant Executive Director
Date: March 1, 2013.

R# 317-13

RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2014

BE IT RESOLVED by the City Council of the City of Long Branch that they will hold their Council Meetings for the year 2014 as follows:

- January 1st Special Meeting – 10:30 a.m.
- January 14, 28
- February 11, 25
- March 11, 25
- April 8, 22
- May 15 (Thursday), May 27
- June 10, 24
- July 8, 22
- August 12, 26
- September 9, 23
- October 14, 28
- November 13 (Thursday), 25
- December 9 AND 23

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

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

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

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

MOVED: Siranni
 SECONDED: Bastelli
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, NATHY 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 12-30-13
 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 31st DAY OF December 2013
Nathy L. Schemelz
 MUNICIPAL CLERK, E.T.C.

R# 318-13

RESOLUTION APPROVING AND AUTHORIZING FIREWORK DISPLAYS THROUGH THE 2014 CALENDAR YEAR

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that firework displays may take place through the 2014 calendar year, provided that requests for such displays are made to the Fire Official, Kevin J. Hayes, Sr., and that said requests comply with all safety and other requirements as set forth by law and as required by the Fire Official including proof of proper insurance coverage by the requesting organization or group or individual.

MOVED: Siriano
SECONDED: Bastelli

AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December, 2013
Kathy L. Schemel
MUNICIPAL CLERK, ETC.

R# 319-13

RESOLUTION RESCINDING CONTRACT
FOR INSTALLATION OF CUSTOM FABRICATION BOARDWALK RAILINGS FOR
IMPROVEMENTS OCEANFRONT BOARDWALK

WHEREAS, at the September 11th, 2012 Council meeting by adoption of Resolution R#220-12 the City of Long Branch awarded a contract to Matuarano Recreation Company Inc.; and

WHEREAS, to date due to Hurricane Sandy, Matuarano Recreation Company Inc. has not executed the contract documents for Installation of Custom Fabrication Boardwalk Railings; and

WHEREAS, it is the recommendation of the Finance Director and Purchasing Agent that it is in the City's best interest to rescind the contract until the City explore all options of this project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch hereby rescinds the contract to Matuarano Recreation Company Inc., for the reason set forth in the resolution.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December, 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 320-13

RESOLUTION CANCEL REMAINING CONTRACT
FOR IMPROVEMENTS TO OCEANFRONT BOARDWALK

WHEREAS, at the September 11th, 2012 Council meeting by adoption of Resolution R#217-12 the City of Long Branch awarded a contract to Fiore Paving Company Inc; and

WHEREAS, due to Hurricane Sandy Fiore Paving Company Inc. has not executed the entire contract documents for Improvements to Oceanfront Boardwalk Repairs ; and

WHEREAS, the contract has a remaining balance of \$322,162.84; and

WHEREAS, it is the recommendation of the Finance Director and Purchasing Agent that it is in the City's best interest to cancel the contract until the City explore all options of this project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch hereby cancels the remaining contract to Fiore Paving Company Inc. in the amount of \$322,162.84 for the reason set forth in the resolution.

OFFERED:	<u>Sirianni</u>
SECOND:	<u>Bastelli</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. 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 12-30-13
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 31st DAY OF December, 2013
Kathy L. Schemel
MUNICIPAL CLERK, E.M.C.

R# 321-13

**RESOLUTION SETTING FORTH
RATE OF INTEREST TO BE
CHARGED ON DELINQUENT TAXES FOR 2014**

WHEREAS, NJSA 54:4-66 & 67 provide that taxes for municipalities operating under the calendar fiscal year shall be payable the first installment as hereinafter provided on February 1, the second installment on May 1, the third installment on August 1, and the fourth installment on November 1, after which dates if unpaid, they shall become delinquent and remain delinquent until such time as all unpaid taxes, including taxes and other liens subsequently due and unpaid, together with interest have been fully paid and satisfied, and,

WHEREAS, NJSA 54:4-67 provides that no interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same became payable, and,

WHEREAS, NJSA 54:4-67 provides that "Delinquency" means the sum of all taxes and municipal charges due on a given parcel of property covering any number of quarters or years, and,

WHEREAS, NJSA 54:5-6 provides that taxes are a **continuous** lien and all subsequent taxes, interest, penalties and costs of collection which are imposed or accrue are added to the lien and become part of it, and,

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the City of Long Branch, Tax Collector, Carla Tomas, interest at the rate of 8% per annum be charged on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 be charged, to be calculated from the date the tax was payable until the date that actual payment to the tax collector is made and,

BE IT FURTHER RESOLVED, that in addition to the interest provided above, on all delinquencies in excess of \$10,000.00 and which are not paid prior to the end of the fiscal year, the Tax Collector shall fix a 6% year end penalty, to become effective January 1, 2014.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 322-13

**RESOLUTION ESTABLISHING A YEAR END
PENALTY OF SIX (6%) PER CENT TO
BE CHARGED ON DECEMBER 31st OF EACH YEAR
ON DELINQUENCIES IN EXCESS OF \$10,000.00**

WHEREAS, NJSA 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes or assessments subject to any abatement of discount for the late payment of taxes as provided by law; and

WHEREAS, NJSA 54:4-67 permits the governing body to fix a penalty of 6% to be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the fiscal year. The penalty so fixed shall not exceed 6% of the amount of the delinquency with respect to each most recent fiscal year only.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Tax Collector has the authority to fix a 6% year end penalty to all delinquencies in excess of \$10,000.00 that have not been paid prior to the end of the fiscal year and, to become effective immediately.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RANNY 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 12-30-13
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 31st DAY OF December, 2013
Ranny L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 323-13

**RESOLUTION ESTABLISHING A YEAR END
PENALTY OF SIX (6%) PER CENT TO
BE CHARGED ON THIRD PARTY LIENS
ON DECEMBER 31ST OF EACH YEAR
WHEN THE AMOUNT PAID BY THE LIEN HOLDER
IS IN EXCESS OF \$10,000.00**

WHEREAS, NJSA 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes or assessments subject to any abatement of discount for the late payment of taxes as provided by law; and

WHEREAS, NJSA 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 and allows an additional penalty of 6% to be collected against a delinquency in excess of \$10,000.00 on property that fails to pay the delinquency prior to the end of the calendar year.

WHEREAS, NJSA 54:4-67 permits the governing body to fix a penalty of 6% to be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the fiscal year. If any fiscal year delinquency in excess of \$10,000.00 is paid by the third party lien holder of an outstanding tax sale certificate the holder or purchaser shall be entitled to receive the amount of the penalty as part of the amount required to redeem such certificate of sale providing the payment is made by the tax lien holder prior to the end of the fiscal year. If the holder of the outstanding tax sale certificate does not make the payment in full prior to the end of the fiscal year, then the holder or purchaser shall be entitled to a pro rata share of the delinquency penalty upon redemption and the balance of the penalty shall inure to the benefit of the municipality. The penalty so fixed shall not exceed 6% of the amount of the delinquency with respect to each most recent fiscal year only.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Tax Collector has the authority to fix a 6% year end penalty to all third party tax sale certificates in excess of \$10,000.00 that have been paid in full by the lien holder prior to the end of the fiscal year and if not paid in full the lien holder shall be entitled to a pro rata share of the delinquency penalty upon redemption and the balance of the penalty shall be inure to the benefit of the municipality for the 2014 tax year and to become effective on January 1, 2014.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.T.M.

R# 324-13

**RESOLUTION AUTHORIZING
CITY OF LONG BRANCH
TO CHARGE A FEE
FOR RETURNED CHECKS**

BE IT RESOLVED, by the City Council of the City of Long Branch that pursuant to NJSA 40:5-18 a service charge of \$20.00 be charged for each returned check, used to make any payment to the City of Long Branch, for insufficient funds and to become effective January 1, 2014.

OFFERED: Sirianni
SECOND: Bastelli
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 12-30-13
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 31st DAY OF December 2013
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 325-13

**RESOLUTION TO APPOINT
TAX SEARCH OFFICER
FOR 2014**

BE IT RESOLVED, by the City Council of the City of Long Branch, that Carla Tomas, the Tax Collector of the City of Long Branch, be and hereby is designated as the Tax Search Officer of the City to make and certify Certificates of Searches of the Municipal Liens, as may be required under and by virtue of NJSA 54:5-11 and to make and certify Certificates of Searches of the Municipal Improvements, as may be required under and by virtue of NJSA 54:5-18.1 et. seq. and to become effective January 1, 2014.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KERRY L. SCHMELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December 2013
Kerry L. Schmele
MUNICIPAL CLERK, R.M.

R# 326-13

**RESOLUTION AUTHORIZING THE ACCEPTANCE
OF A PROPOSAL FROM SIGNATURE INFORMATION
SOLUTIONS FOR THE CITY OF LONG BRANCH
TO PROVIDE A WEEKLY TAX DATA TRANSMISSION OF CITY TAX RECORDS**

WHEREAS, the City of Long Branch has received a proposal from Signature Information Solutions, a tax search firm, requesting a data transmission once a week from the Long Branch Tax Office of the tax records and,

WHEREAS, the aforesaid proposal has been reviewed and a recommendation has been received from the Municipal Tax Collector that the City accept the proposal and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, that the proposal received from Signature Information Solutions for the City of Long Branch to provide a data transmission once a week from the Long Branch Tax Office of the City tax records be and hereby is accepted.

OFFERED: Sirianni
SECOND: Bastelli
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 12-30-13
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 31st DAY OF December 2013
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

R# 327-13

**RESOLUTION AUTHORIZING
CITY OF LONG BRANCH
TO CHARGE TAX SALE COSTS
FOR PREPARING AND ADVERTISING TAX SALE LIST**

BE IT RESOLVED, by the City Council of the City of Long Branch that pursuant NJSA 54:5-38 the office of the Tax Collector is to charge a tax sale cost fee of 2% of the amount listed for sale but not less than \$15.00 and not more than \$100.00 dollars for each tax sale item that appears on the Tax Sale List 50 (fifty) days prior to the date of the Tax Sale. The fee is to be charged on all tax sale items that are paid in full prior to the tax sale to become effective January 1, 2014.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEDEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December, 2013
Kathy L. Schedel
MUNICIPAL CLERK, R.M.C.

R# 328-13

**RESOLUTION TO REFUND
OVERPAYMENT OF
2013 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2013 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2013 taxes in the amount of \$1,559.09.

BLOCK	LOT	OWNER	AMOUNT
468	25.01	Robert Sickler & Andrea Reichert 73 Atlantic Avenue Long Branch, NJ 07740	1,559.09

OFFERED: Siranni
SECOND: Bastelli
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 12-30-13
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 31st DAY OF December 2013
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.

R# 329-13

**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 year(s) indicated and,

WHEREAS, the taxes on the certain property for the tax year(s) are overpaid and,

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

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown below in the total amount of \$1,030.43

BLOCK	LOT	HOMEOWNER	YEAR	AMOUNT
87	4.0711	Thomas Murphy Esq., Attny for Schwartz, Arthur & Louise 113 W. White Horse Road, Suite 4 Vorhees, NJ 08043	2012	\$1,030.43

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RAYMOND L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December, 2013
Raymond L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 330-13

**RESOLUTION APPOINTING
CLASS II SPECIAL LAW ENFORCEMENT
OFFICER FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individual as a Class II Special Law Enforcement Officer for the City of Long Branch effective 12-30-13

Jeffrey Kless

MOVED: Siranni
SECONDED: Bastelli

AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 25th DAY OF December, 2013
Kathy L. Schmelz
MUNICIPAL CLERK, R.N.C.



**CITY OF LONG BRANCH
POLICE DEPARTMENT
344 BROADWAY
LONG BRANCH, NJ 07740
(732) 222-1000**

**To: Kathy Schmelz
From: Sgt. J. Bard
Date: December 19, 2013
Re: SLEO II Candidates**

We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a Council resolution. I am requesting the following individuals to be included in a Monmouth County Police Class II Academy Resolution. The academy begins January 27, 2014.

Jeffrey Kless

Thank you for your anticipated cooperation. Please feel free to contact me at extension 5689 with any question or concern.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Bard", is written over the typed name "Lt. Joshua Bard".

Lt. Joshua Bard

R# 331-13

**RESOLUTION RE-APPOINTING TINA BROWN
AS ALTERNATE DEPUTY REGISTRAR OF VITAL STATISTICS**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Tina Brown as the Alternate Deputy Registrar of Vital Statistics of the City of Long Branch for a term to commence on January 1, 2014 and expire on December 31, 2016.

MOVED: Siriani
SECONDED: Bastelli

AYES: 5
NAYS: 0
ABSTAIN: 0
ABSENT: 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 12-30-13
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 29th day of December 2013
Kathy L. Schelle
MUNICIPAL CLERK, R.M.C.

332-13

**RESOLUTION RE-APPOINTING LINDA HURDEN
AS DEPUTY REGISTRAR OF VITAL STATISTICS**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Linda Hurden as the Deputy Registrar of Vital Statistics of the City of Long Branch for a term to commence on January 1, 2014 and expire on December 31, 2016.

MOVED: Sirianni
SECONDED: Bastelli

AYES: 5
NAYS: 0
ABSTAIN: 0
ABSENT: 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 THIS DOCUMENT
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13
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 31st DAY OF December 13
Kathy L. Schmidt
MUNICIPAL CLERK, R.M.C.

R # 333-13

**RESOLUTION OF VACATION OF
EXISTING EASEMENTS**

WHEREAS, the City of Long Branch previously obtained Easements from oceanfront property owners for the Army Corp. of Engineers and State of New Jersey Beach Protection and Replenishment Program; and

WHEREAS, those same owners willingly and voluntarily gave new forms of Easements during the 2013 calendar year, for the Army Corp. project rendering the prior Easements moot and duplicative; and

WHEREAS, the property owners have requested that the Easements previously given be vacated as of record so there will be no confusion with regard to the rights given for said Easements; and

WHEREAS, the City of Long Branch, State of New Jersey and the Army Corp. of Engineers have agreed that the vacation of the Easements previously given, is appropriate and necessary; and

NOW THEREFORE be it resolved that the Easement rights previously given by the property owners for the properties and recorded as denoted on Exhibit A to this Resolution be and hereby are vacated and relinquished by the City of Long Branch; and

Be it further resolved that the Mayor of the City of Long Branch be and hereby is authorized to execute a recordable instrument to effectuate the vacation of the previously executed and recorded Easement Agreements as denoted on Exhibit A and have same recorded in the chain of titles of the properties denoted thereon.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCIMELA, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 12-30-13
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND APPLIED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 30th day of December 2013
Kathy L. Scimela
MUNICIPAL CLERK, R.I.C.

EXHIBIT A

PROPERTY OWNERS	BLOCK	LOT	RECORDING INFORMATION
The Sisters of Saint Joseph of Peace	29	7	July 18, 2007 Book 866, Page 887
Martin Rappaport and Sandra Rappaport	59	4.01	July 2, 2007 Book 8662, Page 261
Esses Property, Inc.	60	6	Unrecorded
Isaac Sitt	60	7, 8 & 9	July 2, 2007 Book 8662, Page 279
Vito Licari and Yaffa Licari	60	7	November 14, 1996 Book 5548, Page 277
Peter Woolley and Beth Woolley	60	7	October 11, 1996 Book 5540, Page 199
Jim Thompson	60	7	December 6, 1996 Book 5554, Page 893
Gabriel Hakim	16	11 & 11.01	July 2, 2007 Book 8662, Page 244
Edgar Dinkelspiel	60	10	November 7, 1996 Book, 5546, Page 505

Prepared By: _____
C. Justin McCarthy, Esq.

VACATION OF EXISTING EASEMENT

THIS VACATION OF EXISTING EASEMENT AGREEMENT ("Vacation of Easement") is made this ____ day of _____, 2013, by

City of Long Branch, State of New Jersey and Army Corp of Engineers ("Grantee")

VACATION OF EXISTING EASEMENT AGREEMENT. Grantee hereby waives, vacates and discharges that certain Easement Agreement between the City of Long Branch, State of New Jersey, Army Corp of Engineers and The Sisters of Saint Joseph Of Peace recorded on July 18, 2007 in the Monmouth County Clerk's Office at Book 8666, Page 887. Grantee hereby relinquishes and terminates any and all rights that Grantee may possess pursuant to that certain Easement Agreement over property located at Lot 7, Block 29 on the Long Branch City Tax Map (the "Property").

The purpose of this Vacation of Existing Easement is to vacate the Easement Agreement so that the Easement Agreement referenced herein will no longer be an encumbrance on the Property.

IN WITNESS THEREOF, Grantee caused this Vacation of Existing Easement to be executed the day and year first above written.

WITNESS:

_____ By: _____

WITNESS:

_____ By: _____

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
 :SS
COUNTY OF MONMOUTH :

I CERTIFY that on _____, 20____, _____ personally came before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the _____ (City Clerk, Secretary) of the City of Long Branch, the municipal corporation in this Deed;

(b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is _____, the Mayor of the corporation;

(c) This Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

(d) This person signed this proof to attest to the truth of these facts; and

(e) The full and actual consideration paid or to be paid for the transfer of title is \$1.00. (Such consideration is defined in N.J.S.A.46:15-5).

(An Attorney at Law of New Jersey or Notary Public)

(City Clerk)

JUN 29 2007

JUL 16 2007

Prepared by:
James G. Aaron
JAMES G. AARON, ESQ.



223808

EASEMENT AGREEMENT

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers, have the affirmative obligation and duty to install, construct, renew, repair, and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers are undertaking, at their sole cost and expense, a Beach Replenishment Program; and

WHEREAS, in order for the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers to proceed with the project it is necessary for property owners of riparian and non-riparian grant to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the beach and water to permit work to proceed.

NOW, THEREFORE, in consideration for ONE (\$1.00) DOLLAR paid by the City of Long Branch, a municipal corporation, the receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be replenished, the undersigned hereby grants and conveys to the City of Long Branch, and the State of New Jersey, and the Army Corps of Engineers, in perpetuity, the right to enter upon, without notice, that portion of the premises lying east of the existing bulkhead, known as Lot 7 in Block 29 as shown on the tax map of the City of

Not Certified Copy

Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

1. To install, construct, renew, repair, and maintain the existing stone jetties extending perpendicular from the bulkhead into the Atlantic Ocean. Access to, on, and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routes or those which may be established by the City of Long Branch or State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access routes between Ocean Avenue and the easement area across the premises of Lot 7.
2. To pump, place, transport, and spread beach fill on lands of the undersigned.
3. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from damage to property or injuries to person(s) arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above stated construction, maintenance, and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from any and all damage to the property or injuries to person(s) arising out of the entry upon the easement area, the seawall, the bulkhead and any public access thereto by any member of the public, provided such damages or injuries are not the direct result of the gross negligence of the undersigned. The owner has no right or any legal authority to maintain or repair the seawall, bulkhead, or jetties.
4. All the foregoing work and installations shall be as located and shown on the project plans of the seawall repairs and beach nourishment made by the Army Corps of Engineers as available in their offices.

5. It is agreed that the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers, including their agents, employees and/or contractors, may enter the premises only from the East, North or South or through or over beach areas with vehicles and equipment as may be necessary or expedient for the carrying out the purposes set forth above. It is expressly agreed that no entrance to the upland beach areas shall be gained from the West over the property owners non-beach upland property. It is also expressly agreed that no interest beyond those enumerated herein in any existing or refurbished beach area shall be created in the City, the State, or the Army Corps of Engineer. Furthermore, the City, the State, the Army Corps of Engineers, and/or their agents, servants and employees shall furnish at least two (2) days written notice to the owner(s) prior to initial work being undertaken with regard to any riparian or beach lands owned by the undersigned.
6. Nothing herein contained shall be construed or interpreted as an acknowledgment by the owner that any maps referred to in this agreement are correct.
7. This agreement shall be binding upon the heirs, executors, successor and assignees of the undersigned.
8. Nothing in this agreement shall be construed as a relinquishment of ownership or rights by the undersigned in any existing or refurbished beach area.

WITNESS:

SISTERS OF ST. JOSEPH OF PEACE

Sister Mary Hollegan BY: Province Superior, St. Joseph Province
(Title)

H. CLAIRE FRENCH, CITY CLK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2007098086

RECORDED ON

JUL 18, 2007

9:57:08 AM

BOOK:OR-8666

PAGE:887

Total Pages: 4

COUNTY RECORDING FEES \$60.00

TOTAL PAID \$60.00

3

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:

COUNTY OF BERGEN

I certify that on March 23, 1999, Sr. Mary Rattigan, CSJB. personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is the Province Leader of the Sisters of St. Joseph of Peace; and

(b) signed, sealed and delivered this document on behalf of the Sisters of St. Joseph of Peace.

[Signature]
A Notary Public of the State
of New Jersey

PATRICIA ANN WEIDNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 7, 1999

Kel #016

Ansell Zaro Grima + Aaron
1500 Lawrence Ave
CN 7807
Ocean, NJ 07712

Not Certified Copy

Prepared By: _____
C. Justin McCarthy, Esq.

VACATION OF EXISTING EASEMENT

THIS VACATION OF EXISTING EASEMENT AGREEMENT ("Vacation of Easement") is made this ____ day of _____, 2013, by

City of Long Branch, State of New Jersey and Army Corp of Engineers ("Grantee")

VACATION OF EXISTING EASEMENT AGREEMENT. Grantee hereby waives, vacates and discharges that certain Easement Agreement between the City of Long Branch, State of New Jersey, Army Corp of Engineers and Martin and Sandra Rappaport recorded on July 2, 2007 in the Monmouth County Clerk's Office at Book 8662, Page 261. Grantee hereby relinquishes and terminates any and all rights that Grantee may possess pursuant to that certain Easement Agreement over property located at 10 Plaza Court, also known as Lot 4.01, Block 59 on the Long Branch City Tax Map (the "Property").

The purpose of this Vacation of Existing Easement is to vacate the Easement Agreement so that the Easement Agreement referenced herein will no longer be an encumbrance on the Property.

IN WITNESS THEREOF, Grantee caused this Vacation of Existing Easement to be executed the day and year first above written.

WITNESS:

_____ By: _____

WITNESS:

_____ By: _____

4

CHURCH RECORDS 12.00
FEE 2.00
TOTAL 14.00
JUL 02 2007

INSTRUMENT NUMBER
2007091273
RECORDED IN
JUL 02, 2007
4:57:45 PM
BOOK: DR-8462
PAGE: 261
TAX PARCEL: 1

CLAUDE FRENKEL, Esq.
MONMOUTH COUNTY, NJ

Witnessed by:
[Signature]
R. G. JARON, Esq.



EASEMENT AGREEMENT

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps Of Engineers, have the affirmative obligation and duty to install, construct, renew, repair, and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers are undertaking, at their sole cost and expense, a Beach Replenishment Program; and

WHEREAS, in order for the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers to proceed with the project it is necessary for property owners of riparian and non-riparian grant to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the beach and water to permit work to proceed.

NOW, THEREFORE, in consideration for ONE (\$1.00) DOLLAR paid by the City of Long Branch, a municipal corporation, the receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be

8662-261
R-7-2-07

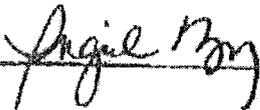
replenished, the undersigned hereby grants and conveys to the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers, in perpetuity, the right to enter upon, without notice, the portion of the premises lying east of the existing bulkhead, known as Lot 4.01 in Block 59 as shown on the tax map of the City of Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

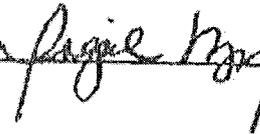
1. To install, construct, renew, repair, and maintain the existing stone jetties extending perpendicular from the bulkhead into the Atlantic Ocean. Access to, on, and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routs or those which may be established by the City of Long Branch or State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access routes between Ocean Avenue and the easement area across the premises of Lot 4.01.
2. To pump, place, transport, and spread beach fill on lands of the undersigned.
3. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from damage to property or injuries to person(s) arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above stated construction, maintenance, and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the city of Long Branch shall save the undersigned owner(s) harmless from any and all damage to the property or injuries to person(s) arising out of the entry upon the easement area, the seawall, the bulkhead and any public access thereto by any member of the public, provided such damages or injuries are not the direct result of the gross negligence of the undersigned. The owner has o right or any legal authority to maintain or repair the seawall, bulkhead, or jetties.
4. All the foregoing work and installations shall be as located and shown on the project plans of the seawall repairs and beach nourishment made by the Army of Corps

of Engineers as available in their offices.

5. It is agreed that the City of Long Branch, the State of New Jersey, and the Army of Corps of Engineers, including their agents, employees and/or contractors, may enter the premises only from the East, North or South or through or over beach areas with vehicles and equipment as may be necessary or expedient for the carrying out the purposes set forth above. It is expressly agreed that no entrance to the upland beach areas shall be gained from the West over the property owners non-beach upland property. It is also expressly agreed that no interest beyond those enumerated herein in any existing or refurbished beach area shall be created in the City, the State, or the Army Corps of Engineer. Furthermore, the City, the State, the Army Corps of Engineers, and/or their agents, servants and employees shall furnish at least two (2) days written notice to the owner(s) prior to initial work being undertaken with regard to any riparian or beach lands owned by the undersigned.
6. Nothing herein contained shall be construed or interpreted as an acknowledgment by the owner that any maps referred to in this agreement are correct.
7. This agreement shall be binding upon the heirs, executors, successor and assignees of the undersigned.
8. Nothing in this agreement shall be construed as a relinquishment of ownership or rights by the undersigned in any existing or refurbished beach area.

WITNESS:







Martin Rappaport, Owner



Sandra Rappaport, Owner

ACKNOWLEDGMENT

STATE OF NEW JERSEY
COUNTY OF Bergen SS:

I certify that on Oct. 4, 2002, Martin Rappaport and Sandra Rappaport, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached documents;
and
(b) signed, sealed and delivered this document as his or her act or deed.

R.H. #016
Ansell Zoro Grima & Aron
1500 Lawrence Ave
CA 7807
Ocean, NJ 07712

Ingrid Nagy
A Notary Public of the
State of New Jersey
INGRID NAGY
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES FEB. 20, 2008

Prepared By: _____
C. Justin McCarthy, Esq.

VACATION OF EXISTING EASEMENT

THIS VACATION OF EXISTING EASEMENT AGREEMENT ("Vacation of Easement") is made this ____ day of _____, 2013, by

City of Long Branch, State of New Jersey and Army Corp of Engineers ("Grantee")

VACATION OF EXISTING EASEMENT AGREEMENT. Grantee hereby waives, vacates and discharges that certain Easement Agreement between the City of Long Branch, State of New Jersey and Esses Property, Inc. that is attached hereto as Exhibit A. Grantee hereby relinquishes and terminates any and all rights that Grantee may possess pursuant to that certain Easement Agreement over property located at Lot 6, Block 60 on the Long Branch City Tax Map (the "Property").

The purpose of this Vacation of Existing Easement is to vacate the Easement Agreement so that the Easement Agreement referenced herein will no longer be an encumbrance on the Property.

IN WITNESS THEREOF, Grantee caused this Vacation of Existing Easement to be executed the day and year first above written.

WITNESS:

By: _____

WITNESS:

By: _____

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
 :SS
COUNTY OF MONMOUTH :

I CERTIFY that on _____, 20____, _____ personally came before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the _____ (City Clerk, Secretary) of the City of Long Branch, the municipal corporation in this Deed;

(b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is _____, the Mayor of the corporation;

(c) This Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

(d) This person signed this proof to attest to the truth of these facts; and

(e) The full and actual consideration paid or to be paid for the transfer of title is \$1.00. (Such consideration is defined in N.J.S.A.46:15-5).

(An Attorney at Law of New Jersey or Notary Public)

(City Clerk)

Prepared by:

[Signature]
James G. Aaron, Esq.

EASEMENT AGREEMENT

In consideration of ONE (\$1.00) DOLLAR paid by the City of Long Branch, a Municipal Corporation, the receipt of which is hereby acknowledged, and the benefits to be derived, the undersigned hereby grants and conveys to the City of Long Branch and the State of New Jersey, in perpetuity the right to enter upon, without notice, that portion of the premises lying between the existing bulkhead and the mean high water line of the Atlantic Ocean, known as Lot(s) 66, Block 60, as shown on the Tax Map of the City of Long Branch including riparian lands, if any, owned or leased by the undersigned for the following purposes:

To install, construct, renew, repair and maintain the existing seawall. Access to, on and across the seawall will be open to all members of the public.

To pump, place, transport and spread sand beach fill on the lands of the undersigned. Beach areas east of the high water mark of Block 60 will be accessible to all members of the public.

It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless for damage to property or injuries to persons arising out of the entry upon the aforesaid lot(s) and Block by individuals authorized to do so, for the above stated construction, maintenance and repair activities, provided such damage or injuries are not the result of the negligence of the undersigned.

All of the foregoing work and installations as located and as shown on the project plans for seawall repairs and beach nourishment made by the Army Corps of Engineers.

It is agreed that the City of Long Branch and the State of New Jersey including their agents, employees and contractors may enter the premises from time to time with vehicles and equipment as may be necessary or expedient for carrying out the purposes set forth above.

This agreement shall be binding upon the heirs, executors, successors, and assigns of the undersigned.

WITNESS:

[Signature]
OWNER

ACKNOWLEDGMENT

New York
STATE OF ~~NEW JERSEY~~:

Ramapo
COUNTY OF ~~RAMAPO~~:

ss. 1

I certify that on *Feb 14*, 1996, *Essex Property, Inc.*, or legal agent thereof, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached documents; and
- (b) signed, sealed and delivered this document as his or her act or deed.

Michael Coppola
MICHAEL COPPOLA
Notary Public, State of New York
No. 24-4741863
Qualified in Kings County
Commission Expires Dec. 31, 1998

Michael Coppola
A Notary Public of the
State of New Jersey

Prepared By: _____
C. Justin McCarthy, Esq.

VACATION OF EXISTING EASEMENT

THIS VACATION OF EXISTING EASEMENT AGREEMENT ("Vacation of Easement") is made this ____ day of _____, 2013, by

City of Long Branch, State of New Jersey and Army Corp of Engineers ("Grantee")

VACATION OF EXISTING EASEMENT AGREEMENT. Grantee hereby waives, vacates and discharges the following Easement Agreements:

1. Easement Agreement between the City of Long Branch, State of New Jersey, Army Corp of Engineers and Isaac Sitt recorded on July 2, 2007 in the Monmouth County Clerk's Office at Book 8662, Page 279.
2. Easement Agreement between the City of Long Branch, State of New Jersey, and Yaffa and Vito Licari recorded on November 14, 1996 in the Monmouth County Clerk's Office at Book 5548, Page 277.
3. Easement Agreement between the City of Long Branch, State of New Jersey and Peter Woolley and Beth Woolley, recorded on October 11, 1996 in the Monmouth County Clerk's Office at Book 5540, Page 199.
4. Easement Agreement between the City of Long Branch, State of New Jersey and Jim Thompson recorded on December 6, 1996 in the Monmouth County Clerk's Office at Book 5554, Page 893.

Grantee hereby relinquishes and terminates any and all rights that Grantee may possess pursuant to those Easement Agreements listed herein over property located at Lots 7, 8 and 9, Block 60 on the Long Branch City Tax Map (the "Property").

The purpose of this Vacation of Existing Easement is to vacate the Easement Agreement so that the Easement Agreement referenced herein will no longer be an encumbrance on the Property.

IN WITNESS THEREOF, Grantee caused this Vacation of Existing Easement to be executed the day and year first above written.

WITNESS:

_____ By: _____

WITNESS:

_____ By: _____

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
 :SS
COUNTY OF MONMOUTH :

I CERTIFY that on _____, 20____, _____ personally came before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the _____ (City Clerk, Secretary) of the City of Long Branch, the municipal corporation in this Deed;

(b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is _____, the Mayor of the corporation;

(c) This Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

(d) This person signed this proof to attest to the truth of these facts; and

(e) The full and actual consideration paid or to be paid for the transfer of title is \$1.00. (Such consideration is defined in N.J.S.A.46:15-5).

(An Attorney at Law of New Jersey or Notary Public)

(City Clerk)

1992 5 2 7087
H. CLAIRE FRENCH-CITY CLK
NEW BRUNSWICK COUNTY, NJ
INSTRUMENT NUMBER
2007091274
RECORDED IN
JUL 02, 2007
4:57:46 PM
BOOK:OR-8662
PAGE:279
Total Pages: 4
COUNTY RECORDING FEES \$40.00
TOTAL PAID \$40.00

Prepared by:

JAMES G. AARON, ESQ.



207893

EASEMENT AGREEMENT

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps Of Engineers, have the affirmative obligation and duty to install, construct, renew, repair, and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers are undertaking, at their sole cost and expense, a Beach Replenishment Program; and

WHEREAS, in order for the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers to proceed with the project it is necessary for property owners of riparian and non-riparian grant to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the beach and water to permit work to proceed.

NOW, THEREFORE, in consideration for ONE (\$1.00) DOLLAR paid by the City of Long Branch, a municipal corporation, the receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be

replenished, the undersigned hereby grants and conveys to the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers, in perpetuity, the right to enter upon, without notice, the portion of the premises lying east of the existing bulkhead, known as Lots 7, 8 and 9 in Block 60 as shown on the tax map of the City of Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

1. To install, construct, renew, repair, and maintain the existing stone jetties extending perpendicular from the bulkhead into the Atlantic Ocean. Access to, on, and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routes or those which may be established by the City of Long Branch or State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access routes between Ocean Avenue and the easement area across the premises of Lots 7, 8 and 9.
2. To pump, place, transport, and spread beach fill on lands of the undersigned.
3. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from damage to property or injuries to person(s) arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above stated construction, maintenance, and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the city of Long Branch shall save the undersigned owner(s) harmless from any and all damage to the property or injuries to person(s) arising out of the entry upon the easement area, the seawall, the bulkhead and any public access thereto by any member of the public, provided such damages or injuries are not the direct result of the gross negligence of the undersigned. The owner has no right or any legal authority to maintain or repair the seawall, bulkhead, or jetties.
4. All the foregoing work and installations shall be as located and shown on the project plans of the seawall repairs and beach nourishment made by the Army of Corps

of Engineers as available in their offices.

5. It is agreed that the City of Long Branch, the State of New Jersey, and the Army of Corps of Engineers, including their agents, employees and/or contractors, may enter the premises only from the East, North or South or through or over beach areas with vehicles and equipment as may be necessary or expedient for the carrying out the purposes set forth above. It is expressly agreed that no entrance to the upland beach areas shall be gained from the West over the property owners non-beach upland property. It is also expressly agreed that no interest beyond those enumerated herein in any existing or refurbished beach area shall be created in the City, the State or the Army Corps of Engineer. Furthermore, the City, the State, the Army Corps of Engineers, and/or their agents, servants and employees shall furnish at least two (2) days written notice to the owner(s) prior to initial work being undertaken with regard to any riparian or beach lands owned by the undersigned.
6. Nothing herein contained shall be construed or interpreted as an acknowledgment by the owner that any maps referred to in this agreement are correct.
7. This agreement shall be binding upon the heirs, executors, successors and assignees of the undersigned.
8. Nothing in this agreement shall be construed as a relinquishment of ownership or rights by the undersigned in any existing or refurbished beach area.

WITNESS:

Toni M. Lombardi

Eric Sitt, Owner

ACKNOWLEDGMENT

STATE OF NEW YORK

SS:

COUNTY OF Kings

I certify that on 10/21, 2002, Isaac Sit, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached documents;
and
(b) signed, sealed and delivered this document as his or her act or deed.


Notary Public of the
State of New York

L+R
#816
Ansell Zoro Grima & Associates
1500 Lawrence Ave
CN 7807
Ocean, NJ 07712

SHAYA WATER
Notary Public, State of New York
No. 01W16013814
Qualified in Kings County
Commission Expires Sep. 28, 2006

Not Certified Copy



F016
JAMES G. AARON, ESQ.
CN ONE
EATONTOWN, NJ 07724

EASEMENT AGREEMENT

WHEREAS, the City of Long Branch and the State of New Jersey have the affirmative obligation and duty to install, construct, renew, repair and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch and the State of New Jersey are undertaking, at their sole cost and expense, a beach Replenishment program; and

WHEREAS, in order for the City of Long Branch and the State of New Jersey to proceed with the project it is necessary for property owners of riparian grants to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the water to permit work to proceed and beach access east of the high water mark:

NOW, THEREFORE, in consideration of One Dollar paid by the City of Long Branch, a municipal corporation, receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be replenished the undersigned Owners hereby grants and conveys to the City of Long Branch and the State of New Jersey, in perpetuity, the right to enter upon, without notice, that portion of the premises lying between the existing bulkhead and the near high water line of the Atlantic Ocean, known as Lot 7 in Block 60 as shown on the Tax Map of the City of Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

1) To install, construct, renew, repair and maintain the existing bulkhead, sea wall and stone jetties extending perpendicular from the bulkhead to the Atlantic Ocean. Access to, on and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routes as now exist elsewhere in the City of Long Branch, and those public access routes which may be established by the City of Long Branch and the State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access routes between Ocean Avenue or Plaza Court and the easement area across the premises of Lot 7. The undersigned Owners, the City of Long Branch and the State of New Jersey affirm that there are currently no known public access routes across this property.

2) To pump, place, transport and spread sand beach fill on the lands of the undersigned located east of the bulkhead. Beach areas east of the high water mark of Block 60 will be accessible to all members of the public.

3) It is further agreed that the City of Long Branch shall save the undersigned Owners harmless from damage to property or injuries to persons arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above-stated construction, maintenance and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the City of Long Branch shall save the undersigned Owners harmless from any and all damage to property or injuries to persons arising out of the entry upon the easement area, the sea wall, the bulkhead and any public accesses thereto by any member of the public, provided such damage or injuries are not the direct result of the gross negligence of the undersigned. The Owners have no right or any legal authority to maintain or repair the sea wall, bulkhead or jetties.

4) All of the foregoing work and installations as located and shown on the project plans for sea wall repairs and beach nourishment made by the Army Corps. of Engineers, located in the office of Bernard Moore, Administrator, State of New Jersey, Department of Environmental Protection and Energy, Division of Engineering and Construction, CN 419, Trenton, New Jersey 08625-0419.

5) It is agreed that the City of Long Branch and the State of New Jersey, including their agents, employees and/or contractors may enter the premises only from the east, and not across or through or over any upland (non-beach) areas, from time to time with vehicles and equipment as may be necessary or expedient for carrying out the purposes set forth above. Further, the City and the State, and/or their agents, servants and employees, shall furnish at least two days' written notice to the Owners prior to initial work being undertaken with regard to the riparian lands owned by the undersigned.

6) Nothing herein contained shall be construed or interpreted as an acknowledgment by the Owners that any maps or plans referred to in this agreement are correct.

7) This Easement is a non-exclusive easement in which the Owners reserve the right to make continued use of the easement area.

8) The rights granted herein are conditioned upon the grantees continuing fulfillment of the obligations contained herein.

This access easement as granted excludes the right to use or develop the beach created for any purpose other than its present use as a public beach.

This Agreement shall be binding upon the heirs, executors, successors and assigns of the undersigned.

This Agreement shall only be binding if signed by all the parties hereinbelow.

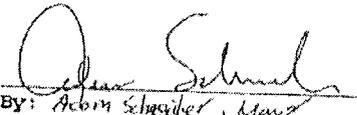
Witness:



Attorney at Law
State of NJ

Witness:

City of Long Branch


By: Adam Schreiber, Mayor
Date:

State of New Jersey


By: Bernard Moore
Date:

Witness:

By: Peter Wooley
Date:

CLERK'S OFFICE
MONMOUTH COUNTY
NEW JERSEY
INSTRUMENT NUMBER
1996117590
RECORDED ON
NOV 14 1996
11:03:43 AM
BOOK: 08-2518 PG: 277
Total Pages: 4
COUNTY RECORDING FEES \$13.00
DEDICATED TRUST FUND COMMISSION \$2.00
TOTAL \$21.00

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

Witness:

By: Beth Wooley
Date:

By: David Horowitz
Date:

By: James Thompson
Date:

By: Roger Peterson
Date:

By: Ethna Quill
Date:

By: William Quill
Date:

By: Yaffa Licari
Date:

By: Vito Licari
Date:

8-25-96

8/25/96

Not Certified Copy



003840

ANSSELL, ZARO, GRIMM & AARON

JAMES G. AARON, ESQ.
CM ONE
EATONTOWN, NJ 07724

3

EASEMENT AGREEMENT

WHEREAS, the City of Long Branch and the State of New Jersey have the affirmative obligation and duty to install, construct, renew, repair and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch and the State of New Jersey are undertaking, at their sole cost and expense, a beach replenishment program; and

WHEREAS, in order for the City of Long Branch and the State of New Jersey to proceed with the project it is necessary for property owners of riparian grant to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the water to permit work to proceed and beach access east of the high water mark.

NOW, THEREFORE, in consideration of one dollar paid by the City of Long Branch, a municipal corporation, receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be replenished, the undersigned hereby grants and conveys to the City of Long Branch and the State of New Jersey, in perpetuity, the right to enter upon, without notice, that portion of the premises lying between the existing bulkhead and the mean high water line of the Atlantic Ocean, know as Lots _____ in Block 40, as shown on the Tax Map of the City of Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

- 1) To install, construct, renew, repair and maintain the existing stone jetties extending perpendicular from the bulkhead into the Atlantic Ocean. Access to, on and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routes as now exist and are indicated on the attached map, labeled Exhibit A, and those public access routes which may be established by the City of Long Branch and the State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access routes between Ocean Avenue or Plaza Court and the easement area across the premises of Lots _____.
- 2) To pump, place, transport and spread sand beach fill on the lands of the undersigned. Beach areas east of the high water mark of Block 40 will be accessible to all members of the public.

NOT REPRODUCED COPY

3) It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from damage to property or injuries to person arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above-stated construction, maintenance and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from any and all damage to property or injuries to persons arising out of the entry upon the easement area, the sea wall, the bulkhead and any public accesses thereto by any member of the public, provided such damage or injuries are not the direct result of the gross negligence of the undersigned. The owner has no right or any legal authority to maintain or repair the sea wall, bulkhead or jetties.

4) All of the foregoing work and installations as located and shown on the project plans for sea wall repairs and beach nourishment made by the Army Corps. of Engineers, and attached hereto as Exhibit B.

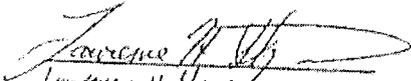
5) It is agreed that the City of Long Branch and the State of New Jersey, including their agents, employees and/or contractors, may enter the premises only from the east, and not across or through or over any upland (non-beach) areas, from time to time, with vehicles and equipment as may be necessary or expedient for carrying out the purposes set forth here. Further, the City and the State, and/or their agents, servants and employees, shall furnish at least two days' written notice to the owner(s) prior to initial work being undertaken with regard to the riparian lands owned by the undersigned.

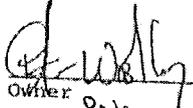
6) Nothing herein contained shall be construed or interpreted as an acknowledgment by the owner that any maps referred to in this agreement are correct.

This access easement as created excludes the right to use or develop the beach created for any purpose other than a public beach.

This Agreement shall be binding upon the heirs, executors, successors and assigns of the undersigned.

Witness:


Lawrence H. Shapiro
Attorney at Law
State of New Jersey


Owner

Peter Woolley / Beth Woolley

Acknowledgment

State of New Jersey)
County of MIDDLESEX) 59.1
Middlesex

I hereby certify that on August 14, 1996, Peter & Beth Woolley personally came before me and acknowledged under oath, to my satisfaction, that this person (or, if more than one, each person):

- a) is named in and personally signed the attached documents;
- and b) signed, sealed and delivered this document as his/her act or deed.

Kathleen M. Creasy
Kathleen M. Creasy
Notary Public

KATHLEEN M. CREASY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Apr. 18, 1999

Not Certified Copy

CLERK'S OFFICE
MIDDLESEX COUNTY
NEW JERSEY
INSTRUMENT NUMBER
1996103861
RECORDED ON
Oct 11 1996
12:02:40 PM
BXK:08-540 PG:199
Total Pages: 3
COUNTY RECORDING FEES \$17.00
DEDICATED TRUST FUND COMMISSION \$2.00
TOTAL \$19.00

ANSELL, CARO, GRIMM & MARON



022893

EASEMENT AGREEMENT

JAMES G. ARORA, ESQ.
CN ONE
EATONTOWN, NJ 07724

CHARGE

83
016

WHEREAS, the City of Long Branch and the State of New Jersey have the affirmative obligation and duty to install, construct, renew, repair and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch and the State of New Jersey are undertaking, at their sole cost and expense, a beach replenishment program; and

WHEREAS, in order for the City of Long Branch and the State of New Jersey to proceed with the project it is necessary for property owners of riparian grant to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the water to permit work to proceed and beach access east of the high water mark.

NOW, THEREFORE, in consideration of One Dollar paid by the City of Long Branch, a municipal corporation, receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be replenished, the undersigned hereby grants and conveys to the City of Long Branch and the State of New Jersey, in perpetuity, the right to enter upon, without notice, that portion of the premises lying between the existing bulkhead and the mean high water line of the Atlantic Ocean, know as Lots _____ in Block 60, as shown on the Tax Map of the City of Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

1) To install, construct, renew, repair and maintain the existing stone jetties extending perpendicular from the bulkhead into the Atlantic Ocean. Access to, on and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routes as now exist and are indicated on the attached map, labeled Exhibit A, and those public access routes which may be established by the City of Long Branch and the State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access routes between Ocean Avenue or Plaza Court and the easement area across the premises of Lots _____.

2) To pump, place, transport and spread sand beach fill on the lands of the undersigned. Beach areas east of the high water mark of Block 60 will be accessible to all members of the public.

CLERK'S OFFICE MONMOUTH COUNTY NEW JERSEY	INSTRUMENT NUMBER 1996126228	COUNTY RECORDING FEES \$177.00
RECORDED ON Dec 06, 1996	12:07:28 PM	DEDICATED TRUST FUND CONTRIBUTION \$2.00
BOOK:08-3554 PG:893	Total Fees: \$1	TOTAL \$179.00

3) It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from damage to property or injuries to person arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above-stated construction, maintenance and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from any and all damage to property or injuries to persons arising out of the entry upon the easement area, the sea wall, the bulkhead and any public accesses thereto by any member of the public, provided such damage or injuries are not the direct result of the gross negligence of the undersigned. The owner has no right or any legal authority to maintain or repair the sea wall, bulkhead or jetties.

4) All of the foregoing work and installations as located and shown on the project plans for sea wall repairs and beach nourishment made by the Army Corps. of Engineers, and attached hereto as Exhibit B.

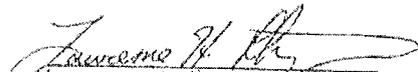
5) It is agreed that the City of Long Branch and the State of New Jersey, including their agents, employees and/or contractors, may enter the premises only from the east, and not across or through or over any upland (non-beach) areas, from time to time, with vehicles and equipment as may be necessary or expedient for carrying out the purposes set forth above. Further, the City and the State, and/or their agents, servants and employees, shall furnish at least two days' written notice to the owner(s) prior to initial work being undertaken with regard to the riparian lands owned by the undersigned.

6) Nothing herein contained shall be construed or interpreted as an acknowledgment by the owner that any maps referred to in this agreement are correct.

This access easement as created excludes the right to use or develop the beach created for any purpose other than a public beach.

This Agreement shall be binding upon the heirs, executors, successors and assigns of the undersigned.

Witness:


Lawrence H. Shapiro
Attorney at Law State of New Jersey


Owner
Jim THOMSON

Prepared By: _____
C. Justin McCarthy, Esq.

VACATION OF EXISTING EASEMENT

THIS VACATION OF EXISTING EASEMENT AGREEMENT ("Vacation of Easement") is made this ____ day of _____, 2013, by

City of Long Branch, State of New Jersey and Army Corp of Engineers ("Grantee")

VACATION OF EXISTING EASEMENT AGREEMENT. Grantee hereby waives, vacates and discharges that certain Easement Agreement between the City of Long Branch, State of New Jersey, and the Army Corps of Engineers recorded on July 2, 2007 in the Monmouth County Clerk's Office at Book 8662, Page 244. Grantee hereby relinquishes and terminates any and all rights that Grantee may possess pursuant to that certain Easement Agreement over property located at Lots 11 & 11.01, Block 16 on the Long Branch City Tax Map (the "Property").

The purpose of this Vacation of Existing Easement is to vacate the Easement Agreement so that the Easement Agreement referenced herein will no longer be an encumbrance on the Property.

IN WITNESS THEREOF, Grantee caused this Vacation of Existing Easement to be executed the day and year first above written.

WITNESS:

_____ By: _____

WITNESS:

_____ By: _____

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
 :SS
COUNTY OF MONMOUTH :

I CERTIFY that on _____, 20____, _____ personally came before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the _____ (City Clerk, Secretary) of the City of Long Branch, the municipal corporation in this Deed;

(b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is _____, the Mayor of the corporation;

(c) This Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

(d) This person signed this proof to attest to the truth of these facts; and

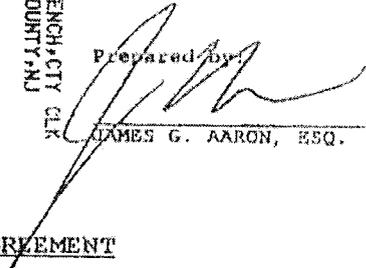
(e) The full and actual consideration paid or to be paid for the transfer of title is \$1.00. (Such consideration is defined in N.J.S.A.46:15-5).

(An Attorney at Law of New Jersey or Notary Public)

(City Clerk)

JUN 29 2007
 COUNTY RECORDING FEES \$40.00
 TOTAL PAID \$40.00

CLAIRE FRENCH, CITY CLERK
 MONMOUTH COUNTY, NJ
 INSTRUMENT NUMBER
 2007091269
 RECORDED ON
 JUL 02, 2007
 4:57:41 PM
 BOOK: OR-8662
 PAGE: 244
 Total Pages: 4

Prepared by

 JAMES G. AARON, ESQ.



207888

EASEMENT AGREEMENT

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps Of Engineers, have the affirmative obligation and duty to install, construct, renew, repair, and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers are undertaking, at their sole cost and expense, a Beach Replenishment Program; and

WHEREAS, in order for the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers to proceed with the project it is necessary for property owners of riparian and non-riparian grant to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the beach and water to permit work to proceed.

NOW, THEREFORE, in consideration for ONE (\$1.00) DOLLAR paid by the City of Long Branch, a municipal corporation, the receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be

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replenished, the undersigned hereby grants and conveys to the City of Long Branch, the State of New Jersey, and the Army Corps of Engineers, in perpetuity, the right to enter upon, without notice, the portion of the premises lying east of the existing bulkhead, known as Lots 11 and 11.01 in Block 16 as shown on the tax map of the City of Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

1. To install, construct, renew, repair, and maintain the existing stone jetties extending perpendicular from the bulkhead into the Atlantic Ocean. Access to, on, and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routes or those which may be established by the City of Long Branch or State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access route between Ocean Avenue and the easement area across the premises of Lots 11 and 11.01.
2. To pump, place, transport, and spread beach fill on lands of the undersigned.
3. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from damage to property or injuries to person(s) arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above stated construction, maintenance, and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the city of Long Branch shall save the undersigned owner(s) harmless from any and all damage to the property or injuries to person(s) arising out of the entry upon the easement area, the seawall, the bulkhead and any public access thereto by any member of the public, provided such damages or injuries are not the direct result of the gross negligence of the undersigned. The owner has no right or any legal authority to maintain or repair the seawall, bulkhead, or jetties.
4. All the foregoing work and installations shall be as located and shown on the project plans of the seawall repairs and beach nourishment made by the Army of Corps

of Engineers as available in their offices.

5. It is agreed that the City of Long Branch, the State of New Jersey, and the Army of Corps of Engineers, including their agents, employees and/or contractors, may enter the premises only from the East, North or South or through or over beach areas with vehicles and equipment as may be necessary or expedient for the carrying out the purposes set forth above. It is expressly agreed that no entrance to the upland beach areas shall be gained from the West over the property owners non-beach upland property. It is also expressly agreed that no interest beyond those enumerated herein in any existing or refurbished beach area shall be created in the City, the State, or the Army Corps of Engineer. Furthermore, the City, the State, the Army Corps of Engineers, and/or their agents, servants and employees shall furnish at least two (2) days written notice to the owner(s) prior to initial work being undertaken with regard to any riparian or beach lands owned by the undersigned.
6. Nothing herein contained shall be construed or interpreted as an acknowledgment by the owner that any maps referred to in this agreement are correct.
7. This agreement shall be binding upon the heirs, executors, successors and assignees of the undersigned.
8. Nothing in this agreement shall be construed as a relinquishment of ownership or rights by the undersigned in any existing or refurbished beach area.

WITNESS:

Biswas
Witness

Gabriel Hakim
Gabriel Hakim, Owner

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:
COUNTY OF Bergen

I certify that on Sep 30, 2002, Gabriel Hakim, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached documents;
and
(b) signed, sealed and delivered this document as his or her act or deed.


A Notary Public of the
State of New Jersey

BERNARD J. ROSENBERG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 4, 2007

R.M. #1016
Ansell Zard Grimm & Aaron
1500 Lawrence Ave
CN 7807
Ocean, NJ 07712

Not Certified Copy

Prepared By: _____
C. Justin McCarthy, Esq.

VACATION OF EXISTING EASEMENT

THIS VACATION OF EXISTING EASEMENT AGREEMENT ("Vacation of Easement") is made this ____ day of _____, 2013, by

City of Long Branch, State of New Jersey ("Grantee")

VACATION OF EXISTING EASEMENT AGREEMENT. Grantee hereby waives, vacates and discharges that certain Easement Agreement between the City of Long Branch, State of New Jersey, and Edgar Dinkelspiel recorded on November 7, 1996 in the Monmouth County Clerk's Office at Book 5546, Page 505. Grantee hereby relinquishes and terminates any and all rights that Grantee may possess pursuant to that certain Easement Agreement over property located at Lot 10, Block 60 on the Long Branch City Tax Map (the "Property").

The purpose of this Vacation of Existing Easement is to vacate the Easement Agreement so that the Easement Agreement referenced herein will no longer be an encumbrance on the Property.

IN WITNESS THEREOF, Grantee caused this Vacation of Existing Easement to be executed the day and year first above written.

WITNESS:

_____ By: _____

WITNESS:

_____ By: _____



017162

ANSSELL, CARO, GRIMM & HARON
JAMES G. AARON, ESQ.
CN ONE
EATONTOWN, NJ 07724

4

CHARGE #21 (016)

EASEMENT AGREEMENT

WHEREAS, the City of Long Branch and the State of New Jersey have the affirmative obligation and duty to install, construct, renew, repair and maintain the existing bulkhead; and

WHEREAS, the City of Long Branch and the State of New Jersey are undertaking, at their sole cost and expense, a beach replenishment program; and

WHEREAS, in order for the City of Long Branch and the State of New Jersey to proceed with the project it is necessary for property owners of riparian grants to execute an appropriate Easement Agreement allowing the appropriate governmental agencies access to the water to permit work to proceed and beach access east of the high water mark;

NOW, THEREFORE, in consideration of One Dollar paid by the City of Long Branch, a municipal corporation, receipt of which is hereby acknowledged, and the benefits to be derived, to wit, the continued maintenance of the bulkhead and beach to be replenished, the undersigned hereby grants and conveys to the City of Long Branch and the State of New Jersey, in perpetuity, the right to enter upon, without notice, that portion of the premises lying between the existing bulkhead and the adjusted mean high water line of the Atlantic Ocean, known as Lot 10 in Block 60, as shown on the Tax Map of the City of Long Branch, including riparian lands, if any, owned or leased by the undersigned for the following purposes:

1) To install, construct, renew, repair and maintain the existing bulkhead, sea wall and stone jetties extending perpendicular from the bulkhead into the Atlantic Ocean. Access to, on and across the stone jetties so extending into the ocean will be open to all members of the public exclusively via currently existing public access routes as now exist elsewhere in the City of Long Branch and those public access routes which may be established by the City of Long Branch and the State of New Jersey in the future. This Easement Agreement shall in no manner be construed or interpreted so as to create any new public access routes between Ocean Avenue and the easement area across the premises of Lot 10. Grantor, the City of Long Branch and the State of New Jersey affirm that there are currently no known public access routes across the property.

2) To pump, place, transport and spread sand beach fill on the lands of the undersigned located east of the bulkhead. Beach areas east of the high water mark of Block 60 will be accessible to all members of the public.

NOT RECORDED COPY

3) It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from damage to property or injuries to persons arising out of the entry upon the aforesaid lands by individuals authorized to do so for the above-stated construction, maintenance and repair activities, provided such damages or injuries are not the result of the negligence of the undersigned. It is further understood that the City of Long Branch shall save the undersigned owner(s) harmless from any and all damage to property or injuries to persons arising out of the entry upon the easement area, the sea wall, the bulkhead and any public accesses thereto by any member of the public, provided such damage or injuries are not the direct result of the gross negligence of the undersigned. The owner has no right or any legal authority to maintain or repair the sea wall, bulkhead or jetties. However, the property owner may request permission to effectuate repairs.

4) All of the foregoing work and installations as located and shown on the project plans for sea wall repairs and beach nourishment made by the Army Corps. of Engineers, located in the office of Bernard Moore, Administrator, State of New Jersey, Department of Environmental Protection & Energy, Division of Engineering & Construction, CN 419, Trenton, New Jersey, 08625-0419.

5) It is agreed that the City of Long Branch and the State of New Jersey, including their agents, employees and/or contractors, may enter the premises only from the east, and not across or through or over any upland (non-beach) areas, from time to time, with vehicles and equipment as may be necessary or expedient for carrying out the purposes set forth above. Further, the City and the State, and/or their agents, servants and employees, shall furnish at least two days' written notice to the owner(s) prior to initial work being undertaken with regard to the riparian lands owned by the undersigned.

6) Nothing herein contained shall be construed or interpreted as an acknowledgment by the owner that any maps or plans referred to in this agreement are correct.

7) This easement is a non-exclusive easement in which the grantor reserves the right to make continued use of the easement area.

8) The rights granted herein are conditioned upon the grantees' continuing fulfillment of the obligations contained herein.

This access easement as created excludes the right to use or develop the beach created for any purpose other than its present use as a public beach.

This Agreement shall be binding upon the heirs, executors, successors and assigns of the undersigned.

This Agreement shall only be binding if signed by all parties hereinbelow.

Witness:

Karen VanHise
Karen VanHise

Edgar Binkelspiel
Edgar Binkelspiel, Owner

Witness:

City of Long Branch

Tanja Lindholm
Tanja Lindholm

By Atlanta Schneider, Mayor

Witness:

State of New Jersey

Lawrence H. Shapiro
Lawrence H. Shapiro, Esq.
Attorney at Law
State of NJ.

Bernard Moore
BY Bernard Moore

Not Certified

CLERK'S OFFICE
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
1996114594

RECORDED ON

Nov 07, 1996

05:06:29 PM

BOOK:08-5546 PG:505

Total Pages: 4

COUNTY RECORDING FEES	\$19.00
DEDICATED TRUST FUND COMMISSION	\$2.00
TOTAL	\$21.00

R# 334-13

**RESOLUTION DESIGNATING THE OFFICIAL
NEWSPAPERS FOR THE YEAR 2014**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby name the The Asbury Park Press and The Link News as the Official Newspapers for the City of Long Branch for the year 2014.

MOVED: Siranni
SECONDED: Bustelli

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KERRY 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 12-30-13
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 1st DAY OF December 2013
Kerry L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 335-13

**RESOLUTION
AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL
GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE,
SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE**

WHEREAS, the Director of Finance has informed the City Council of the need to cancel grant appropriations and grants receivable prior to year end, and

WHEREAS, the grants balances contained on the attached sheet, made a permanent part hereto, are complete and the appropriation balances no longer needed to be maintained on the books and records of the City of Long Branch, and,

WHEREAS, the Director of Finance recommends that the adjustments contained on the attached sheet be made to the books and records of the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, that the adjustments, appearing on the attached sheet, being a permanent part hereto, are hereby made.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KERRY L. SCHWAB, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-30-13

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 31st DAY OF December, 2013

Kerry L. Schwab
Municipal Clerk

CANCEL GRANTS 2013

MARCH 2013
DECEMBER 30, 2013

YR	G.L. A/C	TITLE	APPROPRIATION BALANCE	CANCEL APPROP.	RECEIVABLE BALANCE	CANCEL RECEIVABLE	RECEIVABLE BALANCE AFTER CANCE	DR / (CR) RESULTS OF OPERATIONS
13	21	MONMOUTH COUNTY WORKFORCE	36,284.61	36,284.61	36,284.61	36,284.61	0.00	0.00
			36,284.61	36,284.61	36,284.61	36,284.61	0.00	0.00

R# 336-13

RESOLUTION
2013 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: Sicanni
SECOND: Bastelli
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 12-30-13

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 31st DAY OF December, 2013

Kathy L. Schmelz
MUNICIPAL CLERK, R.T.E.

2013 Budget Appropriations Transfers

TRANSFERS
12/30/2013

Tranafers "To"

a) Operations - within "CAPS"

Office of the Chief Administrator

Miscellaneous Other Expense (IT Services) 6,000.00

Department of Public Safety

Police Dispatch

Salaries and Wages 6,000.00

Division of Street Construction & Maintenance

Salaries and Wages 7,000.00

Other Expenses 30,000.00

Division of Parks

Other Expenses 7,000.00

Bureau of Recreation

Other Expenses 10,000.00

Total Tranafers "To"

66,000.00

Transfers "From"

Department of Public Works

Disposal Costs (Sanitation & Recycling)

Other Expenses (30,000.00)

Bureau of Recreation

Salaries and Wages (10,000.00)

Bureau of Conservation (Beaches)

Salaries and Wages (10,000.00)

Urban Enterprize Zone

Salaries and Wages (16,000.00)

Total Transfers "From"

(66,000.00)

R# 338-13

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: Siranni

SECONDED: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

Councilwoman Celli
Abstained from 1st
Atlantic Federal
Credit Union ONLY

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 Dec. 30, 2013
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 1st DAY OF December, 2013
Kathy L. Schele
MUNICIPAL CLERK, R.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of December 30, 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.

A & A Truck Parts	Miscellaneous Truck Parts - PW# 240 - Public Works		1,200.00	
A T & T	Utilities - Telephone - Bill Dated 12/01/13 - Various Locations	*	1.47	
A T & T	Utilities - Telephone - Bill Dated November 2013 - Various Locations	*	165.12	
A T & T	Utilities - Telephone - Bill Dated November 2013 - Various Locations	*	1,695.47	
A.C. Moore	Supplies for Various Events - Senior Affairs - December 2013		259.09	
A.R. Communications	Adaptors and Connectors - Public Works		47.50	
Access Training Services	Course - Lead Inspector/ Risk Assessor Refresher - 12/17/13 - D. Roach - Health Dept		210.00	
Ambassador Medical Services	Employee Drug Testing - September thru October 2013 - Human Services		447.00	
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - November 2013	*	2,500.00	
Ansell, Grimm & Aaron	Legal Services Rendered - General, Litigation, Redevelopment & Tax Appeals - November 2013	*	20,035.45	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Labor Matters - November 2013		3,624.00	Pymt# 5
Arties Custom Styling	Towing Charges - PD# 21 - Police and Fire Dept - 04/23/13 & 06/08/13		230.00	
Atlantic Plumbing Supply	Miscellaneous Plumbing Materials - Public Works		337.60	
Auto Parts	Misc. Automotive Parts - October & November 2013 - Various Departments		7,186.13	
B&H Photo	Miscellaneous Computer Supplies - IT Admin		945.55	
B. Keith Controls, Inc	Janitorial Supply - Fire Department		60.65	
Bergey's Truck, Inc	Coolant Pipes - PW# 211 & 188 - Public Works		1,280.70	
Beyer-Warnock Fleet Sales & Service	Miscellaneous Equipment for (3) 2013 Dodge Chargers - Police Department		13,565.16	
Bill's Work clothing Store	Work Boots for Director of Public Works - Public Works		274.98	
Bullet Lock & Safe Co.	Replace Lock - Health Dept/ Mail Slot - Public Works/ Key - Municipal Court		316.25	
Cablevision Lightpath, Inc	Monthly Lease of Dark Fiber - December 2013 - It-Admin		1,500.00	
Campus Coordinates	Shirts for Water Rescue - OEM		1,007.00	
Carl F. Jennings	Cell Phone Allowance - October thru December 2013		120.00	
Carl Turner	Reimbursement for Expenses Incurred at League of Municipalities		51.34	
CDWG	Computer Equipment - Fire Prevention		72.00	
Century Office Products, Inc.	Copier Maintenance - 11/24/13-02/24/14 - Various Departments		1,900.68	
Cherry Valley Tractor Sales	Fuel Filter & Labor Charge - Public Works		289.46	
Circle Chevrolet	Auto Parts - PW# 313 - Public Works		1,619.99	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	912,425.69	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	859,139.76	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	804,223.74	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	183,725.67	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	22,535.45	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	145,315.38	
City of Long Branch Current Account	Close Out Petty Cash	*	410.18	
City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	825,210.24	
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	874,706.26	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	33,929.52	
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	37,719.43	
City of Long Branch Self Insurance Fund	Transfer of Funds	*	300,000.00	
City of Long Branch Trust Other Account	Transfer of Funds	*	11,172.09	
Coast Hardware Co.	Misc. Hardware - DPW & Traffic Dept		95.00	
Collage Video	Exercise Videos for Lending Library, Classes & Prizes - Senior Affairs		503.74	
Collision Repair By Damiano	Towing -11/27/13 - DPW		30.00	
Comcast	IP Service - 11/15-12/14/13 - It-Admin	*	1,500.00	
Conte's Car Wash, Inc.	Car Wash Contract - November 2013		580.75	
Cooper Electric Supply Co	Electrical Materials - Fire Headquarters & Pier Village		920.88	
Craft Oil Corporation/ Petro	Shellzone Anti-Freeze - Public Works		566.00	
Cranbury Custom Lettering, Inc	Vinyl Lettering w/ Installation for Unit 4 Dodge Charger - Police Department		395.00	
Cristina N. Lipski	Spanish Interpreting Services - November 2013 - Municipal Court		120.00	
CWA Local 1075	Employee Vision/ Dental Care - December 2013	*	4,900.00	
Data-Guard Inc.	Replacement of Damaged Bin - Police Department		105.00	
David House	Meal Reimbursement - Training Course 12/5-12/6/13 - Police Department		40.07	
David Roach	Cell Phone Allowance - October thru December 2013/ Reimbursement of Course		155.00	
Dearborn National Life	Employee Life Insurance - December 2013	*	1,222.24	
Dell Marketing L.P	Dell Optiplex 7010 Mini Tower - Police Department		2,576.79	
Draeger Safety Diag., Inc	Alcotest Simulator - Police Department		155.00	
Dunkin Donuts	Refreshments - Various Meetings - Police Department/ OEM		120.93	
Edwards Tire Co.	Tires for Various Vehicles - DPW		5,541.64	
Elberon Engine Company	Rental of Polling Place for 2013 Elections - City Clerk		800.00	
Emergi-Clean, Inc	Decontamination Services for Police Vehicle - Health Department		205.00	
Eric Reisher	Technical Support Services - November 2013 - LB Cable Commission		125.00	
F & C Automotive Supply	Misc. Parts - Various Vehicles - Public Works		815.90	
Fed Ex	Overnight Delivery - Concept Printing - Mayor's Office		60.50	
Federal Cleaning Contractors	Window Cleaning - November 2013 - Recreation Department		25.00	
Fine Fare	Supplies for OEM Awards Dinner - 11/21/2013 - OEM		107.67	
Fire & Safety Services LTD	1989 Pierce Lance Pumper - Fire Department	*	10,000.00	
Fire Line Equipment LLC	Britax Marker Lights - Fire Department		327.21	
First Atlantic Federal Credit Union	Real Estate Taxes - 4th Qtr - October and November 2013	*	875.12	
Flowers By Van Brunt	Veterans Day Flower Arrangements - Admin/ Recreation		900.00	
FRA Technologies	Software Maintenance Contract thru 11/30/2014 - Health Department		3,745.00	
Freehold Dodge, Inc.	A/C Switches and Converter - PD# 47 - Public Works		1,175.50	
Freehold Ford, Inc.	Misc. Auto Parts - Various Vehicles - Police Department		1,282.63	
Gagliano Appraisal, LLC.	Professional Services Rendered - Tax Appeals - October thru November 2013		3,875.00	Pymt# 5
Gannett Satellite Information Network, Inc.	Legal Ads - November 2013 - City Clerk's Office		1,163.90	
Garden State Highway Products	12 Ft Channel Posts - Traffic Department		1,000.00	
General Linen & Paper Supply	Janitorial Supplies - Various Departments		655.12	
GeoCell LLC	Training Course - 5/28/13 - Mon County Police Academy - Police Department		500.00	
Global Govt/ Education Solutions	Miscellaneous Computer Supplies - Various Departments		2,832.82	
Global Industrial	Plastic Stacking Bins - Police Department		72.27	
Gold Type Business Machines, Inc	E-Ticketing - October to December 2013 - Police Department		12,671.40	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - West o Pier - November 2013		45.00	Pymt# 5

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus - October 2013	45.00	Pymt# 3
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Redevelopment - October & November 2013	9,787.50	Pymt# 5
Hilsen Pest Control, LLC	Integrated Pest Control at Various Locations - December 2013 - Health Dept.	410.00	
Hoover Truck Centers Inc	Seat for PW# 91 - Public Works	440.49	
Horizon Blue Cross Blue Shield	Employee Health Benefits - December 2013	*	434,972.35
Horizon Blue Cross Blue Shield	Employee Dental Benefits - December 2013	*	13,775.57
Howard H. Woolley Jr	Reimbursement for Food for Redevelopment Conference - 12/11/2013 - Administration		125.90
Hunter Jersey Peterbilt	Spring Kits - Sanitation # 90 - Public Works		33.54
IACP	Active Membership - J. Roebuck - Public Safety Director		120.00
IALEFI	Registration for 2013 Annual Training Conference - S. Tomaine - Police Department		515.00
Intelligent Traffic Supply Products, LLC	LED Traffic Tape - Traffic Department		332.00
Interport Container Solutions	Rental Fee for 20' Storage Container for Evidence - January thru June 2014 - Police Dept		450.00
Jake L. Jones	Cell Phone Allowance - October thru December 2013		120.00
Jamm Printing	Various Printed Forms - Various Depts.		195.00
Jersey Central Power & Light	Utilities - Electric (Street Lighting Included) - 9/28-12/2/13 - Various Locations	*	2,186.84
Jersey Central Power & Light	Utilities - Electric (Street Lighting Included) - 10/03-12/05/13 - Various Locations	*	2,675.94
Jersey Central Power & Light	Utilities - Electric (Street Lighting Included) - 09/04-12/03/13 - Various Locations	*	41,676.66
Joann Fabrics & Crafts	Supplies for Various Events - December 2013 - Senior Affairs	*	495.81
John Butow	Reimbursement of Mileage - 2013 NJLM Conf & Renewal of Appraisal License - Tax Assessor		313.91
John's Auto & Truck Repair	Alignments and Towing - Various City Vehicles - Public Works		339.90
Joseph Fazzio - Wall, LLC.	Misc. Parts - Replenish Stock -Public Works		477.80
Kepwell Water	Monthly Cooler Rental - October thru November - Admin/ Finance Director		30.00
K-Mart	Supplies for Holiday Party - Recreation		267.57
Lance Fanning	Reimbursement of Glasses - Damaged in the Line of Duty - Police Department		250.00
Lawson Products	Miscellaneous Parts for Traffic Department		862.71
Lawyers Diary & Manual	2014 Lawyers Diary and Manual - Municipal Court		406.00
Lexis Nexis	2013 Accurint License - November 2013 - Police Department		50.00
Liberty Paper & Janitorial Supply	Janitorial Supplies for Fire Department - DPW		258.60
Lisa Gall	Services for "Community Connections" - Camera Operator - November 2013 - Cable Commission		162.50
Long Branch Board of Education	Fees for Use of Buildings for 2013 - Recreation Dept		9,000.00
Long Branch Chamber of Commerce	Rent for January 2014 - Community Development Office/ Recreation		3,680.57
Long Branch Chamber of Commerce	Rent - Recreation Office - December 2013	*	1,650.00
Long Branch High School Football Team, Fund #158	Full Page Ad in Awards Program and Journal - Mayors Office		160.00
Long Branch Sewer Authority	Proceeds from 2013 Tax Sale	*	109,894.43
Lukoil	Gasoline for Police Motorcycles - November 2013 - DPW		43.99
M.G. McLaren, P.C.	Millennium Pier Design - August thru November 2013		5,531.20
Maria S. Febles	Spanish Interpreting Services - November 2013 - Municipal Court		600.00
Mark White, Ph.D.	(1) Psychological Evaluations - Fire Dept.		630.00
Maryann Lumia	Mileage Reimbursement - Finance Department		4.80
Maser Consulting, PA	Professional Services Rendered - Zoning Ordinances - November 2013		1,969.80
Masune First Aid & Safety	Latex Gloves - Human Services/ First Aid Supplies - Recreation		1,126.45
Matthew Bender & Co., Inc	NJ Register Renewal - 10/2013 - 09/2014 - Personnel Department		211.00
Mazza & Sons, Inc	Disposal of Bulky Waste & Recycling - October thru November 2013 - Public Works		17,508.48
MGL Printing Solutions	2014 Dog Tags - Health Dept/ 1099 Forms and Envelopes - Comptroller		549.20
Michele Bernich	Reimbursement for Mileage and Parking - 2013 NJLM Conference - Planning Dept		96.34

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Minerva Cleaners LLC	Repair/ Inspect Turn Out Gear - Fire Dept	2,855.25
Monmouth County Police Academy	(3) Registrations for (3) Courses - 10/24, 09/12/13 - Police Dept.	35.00
Monmouth County Treasurer - Finance Dept.	Tipping Fees - November 2013 - DPW	64,481.88
Monmouth County Treasurer c/o Hedra Siskel	Rental of (2) Voting Machines - Fire Chiefs Election - 12/3/13 - Fire Dept	108.00
Monmouth University	Registration for "Forensic Photography" - Police Department	225.00
Monroe Systems for Business	Calculator Ribbon Cartridges - Purchasing Department	50.00
Motorola Solutions Inc	Radio Equipment - Police Department	6,130.00
Mr. John	Port-A-John's - Various Locations - October thru November 2013 - Recreation Dept.	396.10
Municipal Information Systems, Inc	Annual Maintenance/ Support - Computer Software - Building Department	3,375.00
New Jersey American Water Co.	Utilities - Water - 10/5-11/7/13 - Various Locations	* 534.47
New Jersey American Water Co.	Utilities - Water (Hydrants Included) - 09/25/-11/25/13 - Various Locations	* 18,031.03
New Jersey American Water Co.	Utilities - Water - 10/4-12/9/13 - Various Locations	* 1,469.72
New Jersey Law Journal	2014 NJ Tax Handbook - Finance Director	67.95
New Jersey Natural Gas	Utilities - Gas - 10/8-11/13/13 - Various Locations	* 10,416.14
New Jersey Turfgrass	Registration - Green Expo 2013 - Public Works	260.00
Nolze Garage Door	Service Calls - Various City Buildings - Public Works	5,126.25
Oceanport Landing, Inc	Shrink Wrap City Stage for Winter Storage - Community Development	330.00
Office Concepts Group	Printer Cartridges - Tax Assessor/ Senior Center/ Health Dept	669.14
Office Needs	Ink Cartridges - Public Works	96.44
OfficeMax Incorporated	2014 Calendars - Finance Director/ Senior Affairs/Purchasing Dept	66.09
Oliver Byron Engine Co	Rental of Polling Place for 2013 Elections - City Clerk	800.00
Operation Life	Rental of Polling Place for 2013 Elections - City Clerk	800.00
Otilia Silva	Portuguese Interpreting Services - November 2013 - Municipal Court	540.00
Party Fair	Supplies for Halloween & Holiday Parties - 10/30/13 & 12/18/13 - Senior Affairs	575.00
Party Line	Santa Suit - Special Events - Admin	133.48
Pat Krosnicki	Mileage Reimbursement - January to November 2013 - Senior Affairs	1,136.78
Petro King Service Co., Inc	Replace Valve for Gasoline Tanks - Public Works	1,414.85
Physical Therapy Sports Rehab	Fit for Duty Test - G Olsen - Public Works	595.00
Pin Point Geo Tech, LLC	Annual Software Assurance Agreement - 11/1/13 - 11/1/14 - Public Works	4,820.00
Postmaster	Postage for City Calendars	* 2,625.00
Provantage Corp.	Computer Equipment - Police Dept.	812.39
Quality Communications Systems	(3) Dual Cellular PCS Antenna - Police Department	252.00
Raritan Valley Truck Sales Inc	Truck Part - Sanitation Trucks - Public Works	489.00
Red Bank Recycling & Auto Wreckers	Used Rims - PD# 4A - Public Works	200.00
Red The Uniform Tailor	Clothing - OEM Director	659.85
Reliance Graphics	Printing and Type setting of Ballots for Fire Chiefs Election - 12/3/13 - Fire Dept	200.00
Riggins, Inc.	Diesel Fuel - Delivered on 11/13 thru 12/3/13 - DPW	75,768.59
Rockafellers	Food - Haz Mat Training - OEM - 10/3/13/ Food for OEM Awards Night	1,005.00
Ross Zotti	Meal Reimbursement - Training Course 12/5-12/6/13 - Police Department	51.64
RR Donnelley	Blue Safety Paper for Certified Copies - Health Department	625.00
Rutgers, The State University	Registration for Certified Public Works Manager Program - 09/05-12/12/13 - Public Works	2,212.00
Safelite Fulfillment Inc	Install Windshield - PW 3104 - Public Works	203.99
Saker Shoprites, Inc.	Food for Various Events in December 2013 - Senior Affairs	1,180.86
Sanitation Equipment	Truck Part - Sanitation Trucks - Public Works	62.87
Santa Cruz Gunlocks, LLC	(3) Rifle Set ups - Police Department	505.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Scala's Pizza	Food - Brush Fire - OEM	375.75	
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - November 2013 - DPW	932.47	
Sears Commercial One	Belts for Drill Press - Public Works	23.98	
Sherwin Williams	Paint for Ticket Booths - Public Works	574.19	
Siperstein's	Paint for City Hall - DPW	76.60	
Standard Roofings Inc	Materials for Lifeguard Sheds - Public Works	139.72	
Staples Advantage	Office Supplies - Finance Director	547.80	
Stephen Ring hold	Recycling Shows at (4) Long Branch Schools - Public Works	2,800.00	
Stewart & Stevenson Power Products, LLC.	Sensor Assembly & Filter Kits - Public Works	182.83	
Stewart A Smith	Clean & Service Burner Assembly - Replace Oil Pumps - Public Works	385.00	
Terri Turner	Reimbursement of Mileage - Various Meetings	148.24	
The Hungry Puppy	Dog Food for Police K-9 - Police Department	299.94	
The Wall Street Journal	Subscription Renewal - Finance Director	501.80	*
Theresa Giordano	Reimbursement of Mileage - Seminar 11/22/13 - Health Department	15.71	
Thompson Design Group	Professional Services Rendered - Broadway Gateway - Billable Hours - July thru August 2013	640.00	*
Thompson Design Group	Professional Services Rendered - Beachfront South- Billable Hours - July thru Sept 2013	6,080.00	*
Thompson Design Group	Professional Services Rendered - General - Billable Hours - July thru Sept 2013	12,505.59	*
Thompson Design Group	Professional Services Rendered - Addle Scope - Oceanfront - Billable Hours - July thru Sept 2013	5,232.00	*
Thompson Design Group	Professional Services Rendered - Preliminary Study - Billable Hours - July thru Sept 2013	22,692.50	*
Thomson West	NJ Criminal Justice & Motor Vehicle Pamphlet - Police Dept/ NJ Stat - City Clerk	804.00	
Timothy McGoughran, Esq.	Legal Services Rendered - Conflict Judge - 12/6/2013	400.00	Pymt# 5
Tom Chesek	Marketing, Public Relations & Other Communications Services - Various Events - LB Arts Council	750.00	
Trap Rock Industries, LLC.	Stone - Delivered Across from 762 Hoey Avenue - DPW	4,857.87	
Treasurer, State of NJ, Dept of Health & Sr Serv	2014 License Renewal - Registered Environmental Health Specialist - T. Giordano - Health Dept	50.00	
Troil Enterprises, LLC	(2) Triton HD ATF - Public Works	2,545.40	
Untangle Inc	Computer Software - It-Admin	1,080.00	
Verizon	Utilities - Telephone - Bill Dated 11/25/13 - Various Locations	49.99	*
Verizon	Utilities - Telephone - Bill Dated 12/05/13 - Various Locations	201.73	*
Verizon	Utilities - Telephone - Bill Dated 11/16/13 - Various Locations	992.70	*
Verizon	Utilities - Telephone - Bill Dated 12/01/13 - Various Locations	10,374.34	*
Verizon Wireless	Wireless Service - Laptops - 11/12/13 - Various Departments	844.25	*
Vision Service Plan	Employee Vision Benefits - December 2013	1,194.71	*
W.B. Mason Co.	Various Office Supplies - Various Depts.	4,383.04	
W.B. Timmerman Co Inc	Miscellaneous Truck Parts - Public Works	1,855.60	
W.W. Grainger, Inc.	Miscellaneous Parts - Public Works	410.44	
West End Engine Co	Rental of Polling Place for 2013 Elections - City Clerk	800.00	
William Laird	Mileage Reimbursement - AMANJ Luncheon & Seminars - 11/20/13 - Tax Assessor	56.70	

TOTAL CURRENT

6,096,873.58

Avalon Carpet Title & Flooring
Bullet Lock & Safe Co

Grout - Manahasset Park
Repair Lock - Police Department Renovations

230.01
134.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	47,577.43	
Coast Hardware Co., Inc	Paint/ Spackle - Police Department Renovations		120.87	
Cooper Electric Supply Co	Electrical Materials - Police Department Renovations		20.00	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - November 2013		4,082.50	Pymt# 5
M.G. McLaren, P.C.	Millennium Pier Design - August thru November 2013		1,382.80	Pymt# 20
Monmouth Building Center	Materials for Police Department Renovations		284.51	
Nolze Garage Door	Service Call - Traffic Department - Public Works		1,210.00	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - Pier Feasibility Project - November 2013		8,861.56	Pymt# 2
Whirl Construction	Installation of (2) Standard Bleachers at Van Court Park - Community Development		3,500.00	

TOTAL CAPITAL

67,403.68

Auto Parts	Misc. Automotive Parts - Credit for November 2013 - Various Departments		(102.00)	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,333.89	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,687.97	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,889.10	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	341.47	
City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	115.62	
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	6,211.01	
City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	5,882.12	
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	476.96	
Conte's Car Wash, Inc.	Car Wash Contract - November 2013	*	451.77	
Dearborn National Life	Employee Life Insurance - December 2013	*	17.25	
Horizon Blue Cross Blue Shield	Employee Health Benefits - December 2013	*	2.94	
Horizon Blue Cross Blue Shield	Employee Dental Benefits - December 2013	*	5,655.82	
Long Branch Animal Hospital	Veterinary Services - November 2013	*	187.15	
Monmouth County SPCA	Animal Shelter Services - November 2013		601.00	Pymt# 11
NJ Dept of Health & Senior Services	Dog Report - November 2013		2,610.00	Pymt# 9
Target Bank	(3) GPS's for Animal Control Vans - Health Department	*	9.00	
Venison	Utilities - Telephone - Bill Dated 11/16/13 - Various Locations	*	370.47	
Vision Service Plan	Employee Vision Benefits - December 2013	*	115.62	
		*	34.19	

TOTAL DOG

41,891.35

Atlantic Aerial Inc.	Rental of Bucket Truck to Install Holiday Lights - 11/12/13 - Community Development		2,114.95	
Auto Parts	Misc. Automotive Parts - October & November 2013 - Various Departments		133.96	
Barry Stein	Reimbursement - Expenses Incurred at League of Municipalities		96.88	
Beverly Baxter	Ceramic Instruction - October 2013 - Community Development/ Senior Affairs		1,550.00	
Century Office Products, Inc.	Copier Maintenance - 11/24/13-02/24/14 - Various Departments		471.24	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Circle Chevrolet	Auto Repair - Community Development		35.02	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,240.48	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,240.47	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,550.99	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,291.17	
City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	448.85	
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	448.86	
City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	5,791.62	
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	5,791.62	
Coast Hardware Co., Inc	Holiday Lights and Cable Ties - Community Development		18.66	
Conte's Car Wash, Inc.	Car Wash Contract - November 2013		23.00	
Dearborn National Life	Employee Life Insurance - December 2013	*	9.80	
Elisabeth K Cook	Reimbursement - Expenses Incurred at League of Municipalities		22.73	
Elite Forms, Inc	Business Cards for J. Jones - Community Development		71.00	
Enterprise	Rental of Cargo Van for NJLM - Community Development		397.71	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Impediments Fair Housing - October 2013		126.00	Pymt# 4
Horizon Blue Cross Blue Shield	Employee Health Benefits - December 2013	*	4,358.05	
Horizon Blue Cross Blue Shield	Employee Dental Benefits - December 2013	*	155.40	
Jacob L. Jones	Reimbursement - Expenses Incurred at League of Municipalities		133.01	
John Deere Landscapes, Inc	Paint for Soccer Games at LB High School - Community Development		287.28	
K-Mart	Holiday Gifts for Hobart Manor Seniors - Community Development		350.00	
Lisa Bagwell	Professional Services Rendered - Community Gardens Project - August to October 2013		1,800.00	Pymt# 18-26
Long Branch High School Football Team, Fund #158	Full Page Ad in Awards Program - Community Development		80.00	
Mr. John	Port-A-John's - Various Locations - October thru November 2013 - Recreation Dept.		753.61	
New Jersey Natural Gas	Utilities - Gas - 10/8-11/13/13 - COB	*	375.56	
Positive Promotions	Promotional Items for League of Municipalities - Community Development		367.55	
Target Bank	Holiday Gifts for Hobart Manor Seniors - Community Development		307.48	
Vantage Point Development Advisors, LLC.	Professional Services Rendered - General Redevelopment - November 2013		4,196.25	Pymt# 3
Vision Service Plan	Employee Vision Benefits - December 2013	*	27.74	

TOTAL HUD

52,066.94

A T & T	Utilities - Telephone - November 2013 - UEZ/CDBG	*	109.70	
A T & T	Utilities - Telephone - November 2013 - UEZ/CDBG	*	15.05	
Ambar I Abelar, Esq	Assigned Council - St vs. Hayet - Municipal Court		200.00	
Ansell, Grimm & Aaron	Legal Services Rendered - Beachfront North - November 2013	*	341.00	
Bulwark Systems, LLC	Tax Sale Premiums	*	2,300.00	
Chrysalis Investors, LLC	Tax Sale Premium	*	1,000.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	61,566.77	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	13,825.34	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	77,680.01	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	400.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	341.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	483.32
City of Long Branch Payroll Agency Account	Unemployment - December 2013	*	139.58
City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	308.32
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	234.99
City of Long Branch Payroll Agency Account	Payroll Dated 12/20/13	*	13,517.02
City of Long Branch Payroll Agency Account	Payroll Dated 12/06/13	*	61,331.78
Dearborn National Life	Employee Life Insurance - December 2013	*	0.98
E M Waterbury & Assoc	Engineering Services Rendered - Zoning Board		3,621.40
Horizon Blue Cross Blue Shield	Employee Health Benefits - December 2013	*	2,317.35
Horizon Blue Cross Blue Shield	Employee Dental Benefits - December 2013	*	77.70
J Ford Electric	Repair Traffic Signal Pole - Corner of Lincoln and Ocean - Traffic Department		8,785.44
JNH Funding Corp	Tax Sale Premium	*	5,100.00
Joy Anderson, Esq	Assigned Council - St vs. Kasmi - Municipal Court		200.00
Lanigan Associates Inc	Stinger LED Flashlights - Fire Prevention		299.90
Leon S. Avakian, Inc	Engineering Services Rendered - Engineering Inspection Fees - Zoning Board		435.00
Long Branch Chamber of Commerce	Reimbursement of Electrical Service - Community Development Office - 01/03-07/31/13		500.00
Maser Consulting PA	Engineering Services Rendered - Engineering Inspection Fees - Planning Board		3,827.50
Michael A. Irene, Jr	Legal Services Rendered - Zoning Board		1,428.00
New Jersey Natural Gas	Utilities - Gas - 10/8-11/13/13 - UEZ/CDBG	*	189.51
Nicole Diaz/ I.W.M. Builders	RCA Housing Rehab for Nicole Diaz - Community Development		7,600.00
Thompson Design Group	Professional Services Rendered - Beachfront North II - Billable Hours - July thru Sept 2013	*	14,790.00
US Bank As Cust Phoenix Fund	Tax Sale Premium	*	12,500.00
Verizon	Utilities - Telephone - Bill Dated 12/01/13 - Various Locations	*	468.27
Vision Service Plan	Employee Vision Benefits - December 2013	*	13.87
W.B. Mason Co.	Various Office Supplies - Fire Prevention	*	290.12

TOTAL TRUST OTHER

296,238.92

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 339-13

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO ENTER INTO A JOINT SERVICES AGREEMENT WITH THE BOROUGH OF DEAL AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE ANIMAL CONTROL SERVICES FOR 2014 IN AN AMOUNT NOT TO EXCEED \$4,500.00.

WHEREAS, the City of Long Branch maintains an animal control unit; and

WHEREAS, the Borough of Deal requested that the City of Long Branch enter an Inter-local Services Agreement with them so the City could provide animal control services to the Borough of Deal;; and

WHEREAS, a copy of correspondence dated December 18, 2013 notifying David Roach, Health Director of the City of Long Branch that the Borough of Deal passed a Resolution authorizing the City of Long Branch to provide animal control services for the sum of \$4,500.00 pursuant to the terms of the agreement is annexed hereto and made a part hereof; and

WHEREAS, an Agreement has been prepared by the City of Long Branch in the form annexed hereto and made a part hereof for animal control services to be provided; and

WHEREAS, this Agreement is in the best interest of the City of Long Branch and its citizens; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to enter into an Inter-local Services Agreement with the Borough of Deal for animal control services in the form annexed hereto.

BE IT FURTHER RESOLVED that the Mayor of the City of Long Branch be and the same is hereby authorized to execute said Inter-local Agreement.

MOVED: *Siranni*
SECONDED: *Bustelli*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: *5*

NAYES: *0*

ABSENT: *0*

Abstain: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-20-13
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 20 DAY OF December, 2013
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF ____ 2013

BETWEEN

THE BOROUGH OF DEAL, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, WITH OFFICES LOCATED AT 190 NORWOOD AVENUE, DEAL, NJ 07723

THE CITY OF LONG BRANCH, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, WITH OFFICES LOCATED AT 344 BROADWAY, LONG BRANCH, NJ 07740

WITNESSETH:

WHEREAS, pursuant to the Interlocal Services Act, the Borough of Deal is desirous of entering into a contract with the City of Long Branch for the provision of animal control services for the year ending December 31, 2014; and

WHEREAS, the Provider is interested in providing the services as required; and

NOW THEREFORE, the parties hereto do agree by and between themselves as follows:

1. Provider is to be retained and shall provide to the borough of Deal animal control services for the year ending December 31, 2014.

2. The animal control patrolling activities will consist of at least five (5) hours per month of animal control coverage when requested.

3. The Provider and the Borough will agree upon all complaint procedures.

4. The Animal Control Officers employed by the Provider will document all activities on a regular basis and the Provider will submit quarterly reports at every quarter submitted with a voucher for payment.

5. The base cost to the Borough will be \$4,500.00 per year with quarterly payments of \$1,125.00.

6. Provider is hereby authorized to employ the necessary manpower and licensed assistance to provide necessary animal control coverage.

7. The Provider is hereby authorized and empowered by the Borough to apprehend, seize take and transport and hold all dogs, and other animals as may be designated from time to time by the Borough which said animal are running free and at large and are not under the care, control and custody of their owners within the jurisdictional and territorial limitations of the Borough.

8. The Provider agrees that it shall furnish at its sole expense all necessary vehicles and equipment.

9. The Provider agrees to canvas, tour, inspect, patrol and respond to specific requests within the geographical limits of the Borough as may be necessary to keep the area free and clear of stray, unleashed dogs and

other animals as may be designated by legitimate authority.

10. The Provider agrees to hold the Borough harmless from any claim regarding the actions of the Provider in providing animal control services.

11. The Borough hereby sets forth that it has the authority, power and right to enter into this agreement and the Borough hereby sets forth affirmatively that it has done all things as required by New Jersey State Laws so that the Borough has proper authority to enter into the within agreement.

12. Associated costs incurred in carrying out this Agreement, such as SPCA charges, veterinarian services euthanasia fees and trapping costs will be absorbed by the Provider and not passed on to the Borough.

13. Each party shall have the right to terminate the within Agreement upon thirty days notice to the other. In the event that this provision is exercised by either party, compensation shall be based upon a prorated daily charge to the date of termination.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the day and year first above written.

Attested by:

CITY OF LONG BRANCH

KATHY SCHMELZ, City Clerk

ADAM SCHNEIDER, Mayor

BOROUGH OF DEAL

, City Clerk

, Mayor

**BOROUGH OF DEAL
MOMOUTH COUNTY, NEW JERSEY**

Commissioner Wiener offers the following Resolution:

Resolution 13-201

WHEREAS, the Borough of Deal is required to provide animal control for stray animals within the Borough; and

WHEREAS, there is no one qualified neither in the Borough's employ nor is there any way to handle these pests.

WHEREAS, animal control services are available from the City of Long Branch Animal Control Department, 344 Broadway, Long Branch, NJ 07753 at a cost of \$4,500.00 per year.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners that an agreement be signed with the City of Long Branch Animal Control Department for animal control services for the 2014 year at a cost of \$4,500.00 per year.

Seconded by Commissioner Cohen

Roll Call: Ayes 3; Ades, Cohen & Wiener

12/11/13

Certification

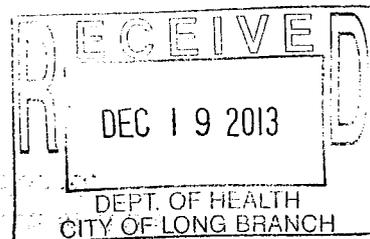
I hereby certify that the above to be a true copy of a resolution adopted by the Board of Commissioners of the Borough of Deal at a meeting held on December 11, 2013.


Borough Clerk/Administrator

BOROUGH OF DEAL

190 NORWOOD AVENUE • P.O. Box 56

DEAL, NEW JERSEY 07723



Morris Ades, Mayor
Department of Public Affairs and Public Safety

Samuel M. Cohen, Commissioner
Department of Revenue and Finance

Virginia S. Wiener, Commissioner
Department of Public Works and Beaches

James F. Rogers, RMC
Borough Clerk / Administrator
(732) 531-1454 Fax (732) 531-1705

December 18, 2013

Mr. David Roach, Health Director
City of Long Branch
Broadway
Long Branch, NJ 07740

Re: Animal Control Services for the Borough of Deal

Dear David:

This will confirm our conversation regarding the Shared Service Agreement for Animal Control for the Borough of Deal.

In anticipation of this arrangement, the Borough passed a resolution at the December 11th meeting approving this arrangement, copy enclosed.

In anticipation of the formal agreement, I will be notifying Associated Animal Control of our change in service provider as of January 1, 2014.

We look forward to having the City of Long Branch provide this service and will offer our full cooperation in attaining that goal. We will be happy to meet with the staff that will be providing this service whenever they are available.

Very truly yours,

James F. Rogers
Borough Clerk/Administrator

Cc: Board of Commissioners
Police Chief Ronan Neuman