

RESOLUTIONS ADOPTED BY CITY COUNCIL JUNE 10, 2014

R125-14 RESOLUTION RATIFYING THE CITY SIGNING AN INTERLOCAL AGREEMENT BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF ASBURY PARK AND THE CITY OF LONG BRANCH FOR THE 2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) LOCAL PROGRAM AWARD

R126-14 RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH SECOND AVENUE WAREHOUSE, LLC

R127-14 RESOLUTION APPROVING THE VARIOUS LIQUOR LICENSE RENEWALS FOR THE 2014/2015 LICENSE TERM

R128-14 RESOLUTION EXTENSION OF LICENSE TO BENEFICIARY (MAXS II INC) STATE LICENSE #1325-33-002-004

R129-14 RESOLUTION AWARDDING CONTRACT FOR PURCHASE OF ARTIFICIAL GRASS FIELD TURF REPLACEMENT MANAHASSETT CREEK PARK DUE TO HURRICANE STORM SANDY RECREATION DEPARTMENT (FIELD TURF USA INCORPORATED)

R130-14 RESOLUTION OF THE COUNCIL OF THE CITY OF LONG BRANCH REAPPOINTING MUNICIPAL ASSESSOR JOHN E BUTOW EFFECTIVE JULY 1, 2014

R131-14 RESOLUTION AMENDING INTERLOCAL AGREEMENT SHARE SERVICES WITH TOWNSHIP OF FREEHOLD 2014

R132-14 RESOLUTION TO CANCEL OPEN TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH

R133-14 RESOLUTION TO REFUND OVERPAYMENT OF 2014 TAXES

R134-14 RESOLUTION AWARDDING CONTRACT FOR LEASE/PURCHASE OF THREE (3) DODGE CHARGER PPV VEHICLES FOR THE POLICE DIVISION (BEYER DODGE)

R135-14 RESOLUTION AWARDDING CONTRACT FOR LEASE/PURCHASE OF ONE CHEVROLET TAHOE 4WD SUV FOR THE FIRE DEPARTMENT (MALL CHEVROLET)

R136-14 RESOLUTION OF PARTICIPATION STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE SAFE AND SECURE COMMUNITIES PROGRAM

R137-14 RESOLUTION AWARDDING CONTRACT FOR PURCHASE OF ONE DODGE CHARGER PPV FOR THE FIRE BUREAU (BEYER DODGE)

R138-14 RESOLUTION – SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY SAFE AND SECURE COMMUNITIES PROGRAM \$60,000.00

R139-14 RESOLUTION AUTHORIZING APPLICATION FOR SAFE AND SECURE GRANT FUNDING IN THE AMOUNT OF \$60,000.00

R140-14 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY SOLID WASTE ADMINISTRATION CLEAN COMMUNITIES GRANT \$53,692.60

R141-14 RESOLUTION RELEASING ESCROW DEPOSITS (BLOCK 117 LOT 28)

R142-14 RESOLUTION RELEASING ESCROW DEPOSITS (BLOCK 117 LOT 28)

R143-14 RESOLUTION RELEASING ESCROW DEPOSITS (BLOCK 385 LOT 33)

R144-14 RESOLUTION APPROVAL PAYMENT OF BILLS

R145-14 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE CONDOMINIUMS FOR THE 2014 SUMMER SEASON

R146-14 RESOLUTION AWARDED CONTRACT FOR REPAIR OF DAMAGED MESH NETWORK FROM HURRICANE SANDY ALONG OCEAN AVENUE AND OCEANFRONT BOARDWALK

R147-14 RESOLUTION OF THE CITY OF LONG BRANCH REGARDING THE REFUNDING OF ITS GENERAL IMPROVEMENT BONDS, SERIES 2006 AND THE NEGOTIATED SALE OF SAME TO JANNEY MONTGOMERY SCOTT, LLC

R# 125-14

RESOLUTION RATIFYING THE CITY SIGNING AN INTERLOCAL AGREEMENT BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF ASBURY PARK AND THE CITY OF LONG BRANCH FOR THE 2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) LOCAL PROGRAM AWARD

WHEREAS, Neptune, Asbury Park and Long Branch are eligible for a 2014 Edward Byrne Memorial Justice Assistance Grant and agree to enter into an inter-local service agreement pursuant to N.J.S.A. 40:8A-1 et seq. for the purpose for each to share as partners in the grant in the total amount of \$59,448.00. Asbury Park's share of the grant will be \$27,231.00, Neptune will have a share of \$20,473.00 and the Long Branch Share will be \$11,744.00. Neptune will accept the responsibility to apply for and to administer the grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes the City to sign an interlocal agreement between the Township of Neptune, the City of Asbury Park and the City of Long Branch for the 2014 Byrne Justice Assistance Grant (JAG) Local Program Award in the amount of \$11,744.00.

MOVED: Bastelli

SECONDED: Billings

AYES: 5

NAYS: 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 10-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF June, 2014
Kathy L. Schmeltz

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

KNOW ALL BY THESE PRESENT

**INTER-LOCAL AGREEMENT
BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF ASBURY PARK
AND THE CITY OF LONG BRANCH**

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this **30th day of May**, 2014 by and between

THE TOWNSHIP OF NEPTUNE, acting by and through its governing body, the Township Committee, with its principal office located at 25 Neptune Boulevard Neptune, NJ 07753 hereinafter referred to as "Neptune;"

And

THE CITY OF ASBURY PARK, acting by and through its governing body, the City Council, with its principal office located at 1 Municipal Plaza Asbury Park, NJ 07712 hereinafter referred to as "Asbury Park;"

And

THE CITY OF LONG BRANCH, acting by and through its governing body, the City Council, with its principal office located at 344 Broadway Long Branch, NJ 07740 hereinafter referred to as "Long Branch;"

All of Monmouth County, State of New Jersey;

WITNESSTH

WHEREAS, Neptune, Asbury Park and Long Branch are eligible for a **2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT** and agree to enter into an inter-local service agreement pursuant to N.J.S.A. 40:8A-1 et seq. for the purpose for each to share as partners in the grant in the total amount of \$59,448. Asbury Park's share of the grant will be \$27,231 Neptune will have a share of \$20,473 and the Long Branch share will be \$11,744. Neptune will accept the responsibility to apply for and to administer the grant funds.

WHEREAS, Neptune, Asbury Park and Long Branch find that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public.

WHEREAS, Neptune, Asbury Park and Long Branch agree to abide by the general conditions as well as any special conditions set forth in the 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT application.

WHEREAS, Neptune, Asbury Park and Long Branch agree to rules set forth in the US Department of Justice, Office of Justice Programs, Financial Guide for Grants Management as well as abide by the purchasing laws for the State of New Jersey.

NOW THEREFORE, Neptune, Asbury Park and Long Branch agree as follows:

Section 1.

Neptune, Asbury Park, and Long Branch agree to share in the total of \$59,448 of JAG funds. Asbury Park's share of the grant will be \$27,231. Neptune will have a share of \$20,473 and the Long Branch share will be \$11,744. Neptune will accept the responsibility to apply for and to administer the grant program funds at no cost to the partners. Periodic interest collected on the grant program funds will be added periodically to the Neptune share as principal.

Section 2.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 3.

Neptune, Asbury Park and Long Branch do not intend for any additional party to obtain a right by virtue of this Agreement.

Section 4.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein: further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective, duly authorized representative and attest to by their respective Clerks as of the day, month and year first above written.

ATTEST:

NEPTUNE TOWNSHIP

DATE:

James Hunt Jr., D/Chief Of Police

Richard J. Cuttrell, Township Clerk

ATTEST:

ASBURY PARK

DATE:

Mark Kinmon/Chief Of Police

Steve Kay, City Clerk

ATTEST:

LONG BRANCH

DATE:

Jason S. Roebuck/Director Of Public Safety

Kathy Schmelz, City Clerk

5/29/14

THE STATE OF NEW JERSEY

COUNTY OF MONMOUTH

KNOW ALL BY THESE PRESENT

ADDENDUM – MONMOUTH COUNTY DECLINATION

**INTER-LOCAL AGREEMENT
BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF ASBURY PARK,
AND THE CITY OF LONG BRANCH**

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Addendum is made and entered into this 30 day of May, 2014, by

The COUNTY OF MONMOUTH, acting by and through its Administrator whose principal offices are located at the Hall of Records, Freehold, NJ 07728 has no standing or interest in the 2014 Byrne Justice Assistance Grant (JAG) program.

This filing is also an acknowledgement that the County Administrator has no opposition to the attached inter-local agreement between Neptune, Asbury Park and Long Branch filed jointly by them to apply for the program.

ATTEST:

COUNTY OF MONMOUTH DATE:

Teri O'Connor,
Monmouth County Administrator

RESOLUTION 2014 126-14

RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH SECOND AVENUE WAREHOUSE, LLC

WHEREAS, Second Avenue Warehouse, LLC owns property located within the Broadway Gateway Sector of the Oceanfront-Broadway Redevelopment Area, located at 15-17 Second Avenue (the "Property"); and

WHEREAS, Second Avenue Warehouse, LLC has submitted a Request for Qualifications/Proposal for approval of a redevelopment project for the Property and has prepared and shown preliminary conceptual plans to the City for the development it envisions for the Property (the "Project Concept"); and

WHEREAS, the Project Concept has been reviewed by the City Redevelopment Agency consultants and staff, whom have determined the Proposed Project to be consistent with the goals and objectives of the Redevelopment Plan for Beachfront North; and

WHEREAS, Second Avenue Warehouse, LLC presented the Project Concept to the Council and the public on July 23, 2013; and

WHEREAS, the City and Second Avenue Warehouse, LLC wished to express their intent to work to refine and finalize the Project Concept and to enter into a redevelopment agreement governing the Project and to carry out and implement the Project Concept for the Property pursuant to such redevelopment agreement; and

WHEREAS, in order to facilitate such efforts the City conditionally-designated Second Avenue Warehouse, LLC as the exclusive redeveloper for the Property for a period of one hundred and twenty (120) days and authorized the Redevelopment Committee to engage in negotiations of a redevelopment agreement with Second Avenue Warehouse, LLC; and

WHEREAS, the Redevelopment Committee worked collaboratively with Second Avenue Warehouse, LLC to refine and improve the Project Concept and to negotiate toward a redevelopment agreement for a project for the Property; and

WHEREAS, as the parties made progress toward implementation of a project for the Property and the City adopted resolutions extending the conditional-designation of Second Avenue Warehouse, LLC to facilitate continued discussions and negotiations; and

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

WHEREAS, Second Avenue Warehouse, LLC presented the proposed project plans to the Mayor and Council and the public on May 27, 2014 before the Mayor and Council and the public; and

WHEREAS, the Project has been reviewed by the City Redevelopment Agency consultants and staff, whom have determined the Proposed Project to be consistent with the goals and objectives of the Redevelopment Plan and Design Guidelines; and

WHEREAS, it is now the intention of the parties to enter into the Redevelopment Agreement, in the form attached hereto as **Exhibit 1**, to further define and memorialize the respective obligations of the parties with regard to proceeding with the redevelopment of the Property; and

WHEREAS, the City finds the Project as set forth and further defined in the project drawings, architectural renderings, and site plan, annexed as Exhibit A to the form of Redevelopment Agreement attached hereto as **Exhibit 1**, consistent with the goals and objectives of the Redevelopment Plan and Design Guidelines.

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 hereby is authorized to execute the Redevelopment Agreement, attached hereto as Exhibit A and made a part hereof.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HERETO SIGNED
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 10th DAY OF JUNE 2014
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of June, 2014 by and between **THE CITY OF LONG BRANCH** (hereinafter referred to as the “City”), a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and Second Avenue Warehouse, LLC a New Jersey corporation established and operated within the State of New Jersey with its principal place of business located at, 3 Wilfred Road, Manalapan, New Jersey 07726, (hereinafter referred to as “Redeveloper”) (referred to collectively as the “Parties”).

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

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

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

WHEREAS, Redeveloper has proposed a plan for an adaptive reuse and redevelopment of property that it owns within the Broadway Gateway Sector of the Redevelopment Area, located at 15-17 Second Avenue and designated on the City of Long Branch Tax Map as Block 287, Lot 28 (the “Property”); and

WHEREAS, the Design Guidelines Handbook 3 outlines the development rules for the Broadway Gateway Sector; and

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

WHEREAS, on July 23, 2013, Redeveloper appeared before the Mayor and Council of the City and the public and presented a project concept for the redevelopment of the Property and its credentials to demonstrate its ability to perform as a redeveloper for the Property; and

WHEREAS, By Resolution #205-13, the City conditionally-designated Redeveloper as the exclusive redeveloper for the Property and authorized the Redevelopment Committee to negotiate a redevelopment agreement with Redeveloper for the Property, which designation has been extending during continued project design review; and

WHEREAS, the City finds the project concept as set forth and further defined in the project drawings, architectural renderings, and draft site plan, attached hereto as **Exhibit A** (the "Project") consistent with the goals and objectives of the Redevelopment Plan; and

WHEREAS, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of the Property.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Defined Terms.

The Parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified below and such definitions shall be applicable equally to the singular and plural forms of such terms.

"Applicable Law" means any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

"Certificate of Completion" A written certificate issued by the City in accordance with Section 4.2 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to a certain unit or aspect of the Project, if applicable, whose issuance shall serve to release the relevant unit or aspect of the Project and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

"Certificate of Occupancy" As defined in the Uniform Construction Code at N.J.A.C. 5:23.1.4, and as may be issued by the City relative to a particular unit or aspect of the Project indicating that such unit or aspect of the Project has been completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

"Completion", "Complete" or "Completed" means (i) that all work related to the Project in its entirety, has been completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan, and in compliance with all Applicable Laws so that the developed Property may be used and operated under the applicable provisions of this Agreement, and (ii) that all permits, licenses and approvals required for the Property are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion.

“Effective Date” means the date upon which this Agreement is executed by the Redeveloper and immediately thereafter by the City.

“Governmental Approvals” or **“Approvals”** means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any governmental authority(ies) having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

“Impositions” means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon.

“Improvements” means all buildings, structures and appurtenances including, without limitation, facilities and amenities, telecommunications equipment, surface parking or a structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatments and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Property and the streets immediately abutting the Property.

“Planning Board” means the City of Long Branch Planning Board.

“Project” means the development of Improvements, as more specifically described in Exhibit A to this Agreement and in Redeveloper’s site plan to be filed with the Planning Board in, on and around the Property pursuant to the terms set forth in this Agreement.

“Project Schedule” means the schedule attached hereto as **Exhibit B** which designates the order of and timeframes for the permitting and construction of the Improvements on the Property.

ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 **Purpose; Designation as Redeveloper.** The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and Redeveloper in connection with the development of the Property by Redeveloper. The City hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive redeveloper of the Property. In connection with such designation and appointment, Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan. Further, the City agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2 The Project. The Project seeks to combine a beer garden, beer hall, craft brewery, and entertainment event space all offered with a unique artistic flair. The Project will consist of a brewery and restaurant which will contain multiple useable outdoor areas and areas for unique exhibits, presentations and functions. The foregoing will be constructed with the goal of utilizing environmentally sustainable products and techniques.

2.3 Project Development. The Project shall be designed and developed in accordance with the Redevelopment Plan, Design Guidelines and Exhibit A hereto. Any modifications that would trigger a "d" variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to seek an amendment to the Redevelopment Plan. Any modifications from the Redevelopment Plan that would be deemed a "design waiver" shall be submitted to the Planning Board for consideration as part of the site plan application by Redeveloper, subject to prior review and approval of the City.

2.4 Amendment of Development and Design Concepts. Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically or economically impractical. Any material modifications shall be subject to the review and approval of the City. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and approved by the City prior to filing for same before the Planning Board.

It is acknowledged by the Parties that certain specific elements of the Project as shall be approved by the City and its consultants, including but not limited to exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the City's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific exterior elements and/or materials as have been approved. Redeveloper shall not materially deviate from such specific exterior elements or substitute any materials of inferior quality without the City's express written approval.

2.5 Development Schedule. The Project will be developed in accordance with the Project Schedule attached hereto as Exhibit B, subject to delay caused by an Uncontrollable Circumstance, as defined in Article 10 of this Agreement, and shall be constructed in five (5) phases as set forth below. Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at Redeveloper's option, should field conditions and market conditions provide Redeveloper the opportunity to do so. Except for Phase 1, Redeveloper may also elect to pass over a phase or rearrange the phases provided that the final completion date in the Project Schedule is complied with.

Phase I - Beer Hall and Building Shell - this includes the courtyard, beer hall, kitchen, interior bathrooms, exterior privacy wall and craft brew lab (2.5bbl system producing boutique beer). Phase I consists of the majority of the total work on the Project and encompasses all

infrastructure. The existing fencing in rear of property to remain in place and be repaired as needed. Phase 1 will be self-sustaining as a business operation and is not dependent on the completion of Phases II through V.

Phase II – Community Hall - this includes the mechanical work and interior finishes to complete the creative space / community hall.

Phase III - Beer Garden – Upgrade/improve additional outdoor space in rear of property as well as upgrade/addition of fencing of outdoor area as needed.

Phase IV - Green Roof - this phase consists of the greening of the Project with green roofs and urban farm.

Phase V - Expansion of beer production. In this phase on-site beer production would be increased to a 5bbl system provided that the business supports such an expansion.

2.6 Qualified Entities.

(a) The Project will, at Redeveloper's option, be developed, in whole or in part, by (i) Redeveloper, (ii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper is the controlling owner, or (iii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper are collectively the controlling owners, subject to the review of the City (any of the foregoing being hereinafter referred to as a "Related Entity"). Redeveloper will provide thirty (30) days written notice to the City in advance of any transfer to a Related Entity.

(b) A "Qualified Entity" is a partnership, corporation, limited liability company or other legal entity which has demonstrated to the satisfaction of the City that:

- (i) It has the financial capacity to undertake the development, construction and operation of the Property in question, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Property;
- (ii) It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Property in the Redevelopment Area and expressly assumes all such obligations;
- (iii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was

or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten (10%) percent (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such entity's application for consideration as a Qualified Entity;

- (iv) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such entity, is not a target of or a potential witness in a criminal investigation;
- (v) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the City or Redeveloper which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the City or Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the City or Redeveloper;
- (vi) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision; and
- (vii) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any City, State, or Federal ethics law and entering into the proposed transaction with Redeveloper and the City will not cause any such violation or result in a conflict of interest.
- (viii) It shall comply with any other conditions that the City may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

(c) Redeveloper as Qualified Entity. Redeveloper represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such representation, Redeveloper is hereby deemed a Qualified Entity.

(d) Qualified Entity Approval Process. Redeveloper shall provide written notice to the City of any entity which Redeveloper desires be approved by the City as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from Redeveloper, the City shall provide written notice to Redeveloper either 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above. Approval by the City of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in Redeveloper. In the event of a denial by the City of an entity as a Qualified Entity as provided above, or in the event the City requests additional information, Redeveloper may resubmit its request to the City that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from Redeveloper, the City shall provide written notice to Redeveloper stating whether the City approves of such entity as a Qualified Entity and, if the City does not approve of such entity as a Qualified Entity, the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above. This provision shall not be applicable to a Related Entity.

ARTICLE 3 PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATIONS FOR REDEVELOPMENT OF PROJECT

3.1 Procedures; General. The process shall consist first of a presentation of the draft site plans and renderings for the Project to the City prior to submitting an application to the City Planning Board for review and approval of a site plan for the Project to be developed pursuant to this Agreement. Once the City approves the Project and executes this Agreement, the development process shall proceed in accordance with the LRHL and the New Jersey Municipal Land Use Law (“MLUL”) and Redeveloper will be authorized to submit the Project to the Planning Board for approval. Nothing herein is intended to restrict the exercise of the Planning Board’s governmental authority with respect to applications for site plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the MLUL. This procedure shall be used for all development applications by Redeveloper.

3.2 Application for Project.

(a) Application. Redeveloper shall submit to both the City and the Planning Board an application for approval of a proposed development pursuant to this Agreement (the “Application”), which Application must be deemed complete by the Planning Board in accordance with its checklist and City Ordinances, subject to any waivers requested. The Application shall consist of submission of a report and required architectural and civil engineering plans.

(b) Redevelopment Plan Application Requirements. The Application shall also include information sufficient to determine compliance with applicable provisions of the Redevelopment Plan encompassing the following:

- (i) Plans depicting existing rights-of-way and easements in the portions of the Redevelopment Area that are the subject of the Application.
- (ii) Architectural renderings of the proposed development.
- (iii) Plans noting the use, location, plan area, setbacks, height and bulk of all existing and proposed structures within the portions of the Redevelopment Area that are the subject of the Application and their consistency with the Redevelopment Plan.
- (iv) Plans showing vehicular parking and loading areas and a layout of pedestrian and vehicular circulation patterns in relation to the buildings that are the subject of the Application.
- (v) Landscape plans sufficient to show general design concepts, including but not limited to lighting and signage design.
- (vi) A schedule that generally reflects the phasing of construction, as necessary and within the time period(s) set forth in the Project Schedule attached as Exhibit B hereto.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no later than five (5) calendar days prior to any hearing before the Board on the application, so as to afford Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

3.3 Other Governmental Approvals. It is acknowledged by both parties that it may be necessary for Redeveloper to obtain Approvals or permits from other governmental agencies in order to undertake development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The City agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the City, which may be required of it to enable Redeveloper to properly apply for and obtain such permits or Approvals in a timely fashion,

including making applications in the name of the City if requested by Redeveloper or if required by law to do so. The City agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the City on a monthly basis the status of such applications and Approvals.

ARTICLE 4- CONSTRUCTION OF PROJECT

4.1. Suspension of Construction.

Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Property, except in the event of an occurrence of an Uncontrollable Circumstance, as set forth in Article 10 herein or permitted phasing of the Project.

If Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of ninety (90) consecutive days for reasons other than an Uncontrollable Circumstance, and the suspension or abandonment is not cured, remedied or explained in writing within thirty (30) calendar days after written demand by the City to do so, then such shall constitute an Event of Default by Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

4.2. Certificates of Occupancy and Certificate of Completion.

(a) Upon completion of the construction of the Improvements and/or each Phase or unit, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the City for a Certificate of Occupancy for the Project or completed Phase(s) or unit(s).

(b) Upon completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law(s), the City shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion (a) the agreements restrictions and covenants set forth in Section 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6 hereof which shall survive in accordance with the terms of Section 6, (b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and (c) the land and Improvements constituting the Project and the Property shall no

longer be subject to eminent domain based upon such conditions. If the City shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by Redeveloper, the City shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Monmouth County Clerk's office.

(c) The City acknowledges that to facilitate the stages of the Project, Redeveloper may need issuance of a Certificate of Completion on a phased basis. Accordingly, if requested by Redeveloper, the City agrees to issue Certificates of Completion on a phased basis for that portion of the Project that is completed and prepared to open for operation.

4.3 Design Elements.

(a) Utility services and electrical lines: The cost for utility upgrades and installations shall be the responsibility of Redeveloper.

(b) Streetscape improvements: All costs for streetscape improvements are the responsibility of Redeveloper. This includes landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements. Redeveloper shall post a maintenance bond for all such improvements pursuant to the MLUL and as may be required by the Planning Board.

(c) Parking: The City acknowledges that the Redeveloper will not have any on-site parking for the Project but its parking obligation for the Project shall be deemed satisfied by the land transfer from Redeveloper to the City as set forth in Paragraph (d) below. The City acknowledges that the parking required for the Property will be in the City parking facilities and/or planned facilities and the use by Redeveloper, at no cost to Redeveloper. This provision shall not be deemed to relieve Redeveloper or any patrons of or visitors to the Property and Project from the obligation to pay any parking charge or fee that is charged to the general public for the use of such parking facilities.

(d) Redeveloper Land Conveyance: Redeveloper shall subdivide out and convey the portion of the Property as depicted in the metes and bounds description of the property to be conveyed contained in Exhibit A hereto. Redeveloper's conveyance of this portion of Property shall satisfy Redeveloper's parking obligation for the Project, it being acknowledged by the Parties that portion of land shall be dedicated by the City for parking purposes. Until such time as the City completes the planned parking facility to the rear of the Project the City will allocate spaces in City owned parking lots in the vicinity for the patrons of Redeveloper on an as needed basis.

(e) Potential/Optional Project Enhancements: The City will make good-faith efforts to acquire additional parcels of property in the vicinity of the Project and Property to facilitate further possible enhancements and improvements to the Project. While the Parties

agree that such enhancements may increase the quality and success of the Project, they are not necessary to the Project and, therefore, the City's failure to acquire such additional properties shall not relieve Redeveloper of any obligations to Complete the Project pursuant to this Agreement or relieve Redeveloper of any other obligations hereunder.

4.4 Contribution To Costs And Financial Obligations

(a) Administrative Costs. The Parties acknowledge that there have been and will be various administrative costs associated with the redevelopment of the Redevelopment Area and the Project, including, but not limited to, professional costs, personnel time and expenses related to negotiations, development of the Property, meetings between the Redevelopment principals and City officials, public meetings, telephone conferences, staff scheduling of meetings, staff and secretarial work in preparation for said meetings and/or negotiations, and the like. Redeveloper shall reimburse the City for such Administrative Costs through an "**Administrative Fee**" as established by City Ordinance in the amount of ten thousand dollars (\$10,000), which shall be paid upon execution of this Agreement.

(b) Escrow Fees.

- (i) City Costs. Within thirty (30) days of the Effective Date, Redeveloper shall establish an escrow account with the City in the amount of five thousand dollars (\$5,000) for the funding of all out-of-pocket costs incurred by the City in connection with the Project ("**City Costs**"). City Costs shall include, but not be limited to any fees and costs of any professional consultant, contractor or vendor retained by the City to present or endorse the Project in connection with any Governmental Approvals or completing due diligence with respect to the terms of the Redevelopment Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys and financial consultants, among others, and all other out-of-pocket costs and expenses of the City incurred in its assistance in implementation of the Project, pursuant to the LRHL, N.J.S.A. 40A:12A-8(e) and (f).

Should the above amount be insufficient to cover City Costs, within fifteen (15) days of the receipt by Redeveloper of written notice from City that the amount in the escrow account has decreased to one thousand and five hundred dollars (\$1,500.00), Redeveloper shall replenish the escrow account with the City to the amount of five thousand dollars (\$5,000). If the City Costs incurred by City exceed the amount in the escrow account, Redeveloper will pay such costs upon fifteen (15) days written notice from City that such costs are due.

- (ii) Planning Board. The Redeveloper shall post with the Planning Board such escrow fees as necessary to reimburse the Planning Board for its professional, expert, engineering and legal costs incurred in the application review and determination process in accordance with the provisions of the MLUL.

ARTICLE 5- [INTENTIONALLY DELETED]

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

6.1 Redeveloper's Representations and Warranties. Redeveloper hereby represents and warrants to, and covenants with the City that:

- (a) Organization. Redeveloper is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement.
- (b) Authorization; No Violation. The execution, delivery and performance by Redeveloper of this Agreement has been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of Redeveloper or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Redeveloper is a party or by which Redeveloper may be bound or affected.
- (c) Valid and Binding Obligations. The person executing this Agreement on behalf of Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by Redeveloper and constitutes the valid and binding obligation of Redeveloper.
- (d) Litigation. No suit is pending against Redeveloper which could have a material adverse effect upon Redeveloper's performance under this Agreement or the financial condition or business of Redeveloper. There are no outstanding judgments against Redeveloper that would have a material adverse affect upon Redeveloper or which would materially impair or limit of the ability of Redeveloper to enter into or carry out the transactions contemplated by this Agreement.
- (e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Redeveloper is a party or is otherwise subject.
- (f) No Violation of Laws. As of the Effective Date, Redeveloper has not received any notices asserting any noncompliance in any material respect by Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this

Agreement, which would have a material adverse effect on Redeveloper's ability to perform its obligations under this Agreement. Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

(g) Qualifications of Redeveloper. Redeveloper and/or its retained professionals are fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(h) Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Property and not for speculation in land holding.

(i) Redeveloper has performed due diligence of the Property and is not aware of any environmental contamination on the Property. In the event of the discovery of such environmental contamination, Redeveloper shall be the solely responsible for any required environmental mitigation and or/remediation and shall diligently pursue such efforts as necessary to fulfill its obligations hereunder.

6.2 City's Representations and Warranties. The City hereby represents and warrants to, and covenants with, Redeveloper that:

(a) Organization. The City is a public body corporate and politic and a political subdivision of the State of New Jersey. The City has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the City of this Agreement are within the authority of the City under, and will not violate, the statutes, rules and regulations establishing the City and governing its activities, have been duly authorized by all necessary Resolution(s) and/or Ordinances and will not result in the breach of any material agreement to which the City is a party or, to the best of its knowledge and belief, any other material agreement by which the City or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of the City has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the City and constitutes the valid and binding obligation of the City.

(d) Litigation. No suit is pending against or affects the City which could have a material adverse effect upon the City's performance under this Agreement or the financial condition or business of the City. There are no outstanding judgments against the City that would have a material adverse affect upon the City or which would materially impair or limit of the ability of the City to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the City has not received any notices asserting any noncompliance in any material respect by the City with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the City's ability to perform its obligations under this Agreement. The City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

6.3 Redeveloper Declaration of Covenants.

(a) Redeveloper agrees to record, and provide a recorded copy to the City, a Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration"), with respect to the Property that shall run with the land to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required to be inserted in the Deeds. All provisions hereinafter with respect to the insertion in or the application to the Deeds of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

(b) Description of Covenants and Restrictions.

The Covenants and Restrictions to be imposed upon the Redeveloper, its successors and assigns, herein and recorded in the Deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:

- (i) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses;
- (ii) Pursuant to the applicable law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns

shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;

- (iv) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for Permitted Transfers as specifically provided in this Agreement.

(c) Effect and Term of the Covenants and Restrictions.

Subject to the provisions of Article 6 hereof it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Article 6 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units. It is further intended and agreed that the Covenants and Restrictions set forth in Article 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.2, hereof, (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate), except, however, that the Covenants and Restrictions provided in Section 6(b)(i) shall remain in effect for twenty (20) years and the Covenants and Restrictions in Sections 6(b) (ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by City.

In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6(b) hereof both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The City shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and

Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled.

ARTICLE 7 – DEFAULT

7.1 Events of Default. Each of the following shall constitute an event of default (hereinafter referred to as an “Event of Default”) by the applicable party, respectively:

(a) Redeveloper is in default in the payment of any sum payable to the City hereunder, as the same shall become due and payable, and such default shall have continued for a period of thirty (30) days after receipt of written notice specifying such default, and demanding that same be remedied;

(b) Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of thirty (30) days after receipt of written notice specifying such default (or such longer time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;

(c) Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of ninety (90) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

(d) Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men’s or mechanics’ lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed, bonded, litigated or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or

(e) There is, in violation of this Agreement, any transfer of the fee title to the Property or a portion thereof, except for Permitted Transfers as provided in Section 13.2 or 13.3, and such violation shall not be cured within thirty (30) days after written demand served upon the Redeveloper by the City; or

(f) Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its

obligations, or takes any action in furtherance of the foregoing; or Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

7.2. Right to Cure Upon Event of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days (or such longer period to the extent expressly provided above) of receiving written notice from another, proceed to cure or remedy such default or breach. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within such proscribed time, or any extension of such time granted at the discretion of the non-breaching party, the non-breaching party may pursue its remedies in accordance with this Agreement.

7.3 City's Remedies. If Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the City shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek monetary damages resulting from such failure to cure the Event of Default, and call any performance or maintenance bond posted as part of site plan approval, in accordance with the terms of this Agreement and Applicable Law, or as otherwise available as a matter of law. Further, the City shall have the right to:

(a) de-designate Redeveloper to the extent the Project has not been substantially Completed by Redeveloper, it being understood and agreed that if Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may de-designate Redeveloper for that portion of the Project that is not substantially Completed by Redeveloper at that time and for which no Certificate of Occupancy or Certificate of Completion was issued. Such remedy shall not defeat, render invalid or limit in any way the lien or rights or interests of holders of institutional financing as authorized and pursuant to Article 12;

(b) retain any payments or deposits made by Redeveloper hereunder and any monetary and in-kind contributions for infrastructure improvements to the extent of actual damages suffered by the City; and

(c) pursue any other remedies available at law or equity.

7.4. Redeveloper's Remedies. If the City shall fail to timely cure any Event of Default by City as set forth in Section 7.1, Redeveloper shall be entitled, in its sole and absolute discretion, to terminate this Agreement and pursue any other remedies available at law or equity.

7.5 Limitation of Liability. The Parties agree that in the event of any Default or breach under this Agreement, the Parties shall look solely to the Parties hereto and their respective property interest in the Project for the recovery of any judgment or damages, and

agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages. In no event shall either Party be responsible for any consequential or punitive damages.

7.6. No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the other party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE 8 – INSURANCE

8.1 During the term of this Agreement, Redeveloper shall provide and maintain the following insurance in connection with the work to be performed under this Agreement until such work has been Completed, name the City as an additional insured under such policies (other than the Compensation Insurance), and furnish the City with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance:

(a) Contractor's Comprehensive General Liability and Property Damage Insurance - with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with respect to comprehensive general liability, bodily/personal injury and property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.

(b) Excess Liability Insurance - in the amount of three million dollars (\$3,000,000.00) is to be provided in addition to the above requirements.

(c) Worker's Compensation Insurance - coverage as required by state law for all employees who will be engaged in the work associated with this Agreement. Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under Redeveloper's insurance.

(d) Certificates. All insurance certificates provided by Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) day's written notice to the City by certified mail.

ARTICLE 9 – INDEMNITY

9.1 Obligation to Indemnify. Redeveloper agrees to indemnify and hold the City and its officials, agents, servants, employees and consultants (collectively, the "**Indemnified Parties**,")) harmless from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys' fees and expenses and experts' fees and expenses) (collectively, "**Claims**") which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the implementation, construction or maintenance of the Project, or any activities of or on behalf of Redeveloper within the Property, except that to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions of the Indemnified Parties. The City shall provide notice to Redeveloper of the subject Claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of the City receiving actual or constructive notice of the subject Claims, provided, however, that in the event such notice is not timely received, Redeveloper shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

ARTICLE 10 - UNCONTROLLABLE CIRCUMSTANCES

10.1 Definition of Uncontrollable Circumstances. For purposes of this Article and as otherwise used in this Agreement, "**Uncontrollable Circumstances**" shall mean any of the events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a party to perform its obligations (an "**Affected Party**") under this Agreement:

(a) An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people, or any other similar act or event outside the control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project.

(b) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.

(c) Delays incurred in obtaining Governmental Approvals caused by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party;

(d) Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(e) labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(f) the unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

10.2 Notice of Uncontrollable Circumstance. If an Uncontrollable Circumstance has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Uncontrollable Circumstance shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within five (5) business days following such party's knowledge of the occurrence of such Uncontrollable Circumstance.

10.3 Effect on Obligations.

(a) In the event of an Uncontrollable Circumstance, the applicable deadline, obligation or term affected by such Uncontrollable Circumstance shall be extended for a period of time equal to the delay caused by the Uncontrollable Circumstance, provided that timely notice was provided by the Affected Party.

(b) The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Uncontrollable Circumstance, provided, however, that the Uncontrollable Circumstance (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in

with a copy to:

Jason C. Mandia, Esq.
685 Neptune Boulevard
Neptune, NJ 07753

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 11.1 change the address, facsimile number or persons to which notices shall be sent.

ARTICLE 12- PROJECT FINANCING AND MORTGAGEE RIGHTS

12.1 Redeveloper's Commitment to Finance Construction of the Project. Redeveloper represents and warrants that it has the requisite equity and debt financing in an amount necessary to implement and complete Phase I, which represents a majority of the Project including all infrastructure work. Upon completion of Phase I Redeveloper will have a self-sustaining business that will not be dependent on the completion of Phases II through V. Redeveloper will accomplish Phase I through asset contributions and financing of the project through the 401k plan of its principle, Preston Casertano. Such financing is known as Rollovers as Business Start-ups, or ROBS. ROBS are arrangements in which current or prospective business owners use their 401(k), IRA or other retirement funds to pay for new business start-up costs, for business acquisition costs or to refinance an existing business. Redeveloper will be retaining the services of a retirement account facilitator to assist in the legal structuring and managing of the ROBS plan to ensure that such financing is in compliance with all laws including ERISA. Redeveloper currently plans on engaging Guidant Financial, a leader in the field of ROBS financing, as its retirement account facilitator. Phases II through V of the Project, if pursued by Redeveloper, will be funded through business operations and bank financing as there are currently no mortgages or liens upon the real property or business assets and the financing for Phase I does not require the placement of any mortgages or liens.

12.2 Rights of Institutional Mortgagee. Any-financial institution lending money on the security of the real Property in the Project shall be entitled to the protection of N.J.S.A. 55:17 providing for notification, right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in N.J.S.A. 55:17-8.

(a) This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17.

(b) The City agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender.

12.3 Rights of Mortgagees. Notwithstanding any other provision of this Agreement, the holder of any mortgage (including any such holder who obtains title to the Property or any part thereof), or any other party who thereafter obtains title to the Property or such part from or through such holder or any purchaser at foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Property safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any deeds conveying the Property to Redeveloper be construed to so obligate such holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the City.

12.4 Notice to Mortgagee. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or Default by Redeveloper of its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last known address of such holder shown in the land records of the County. Notice that such breach or Default subsequently has been cured shall also be provided by the City to each such holder of any mortgage.

12.5 Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any breach or Default referred to in Section 7, each holder shall have the right, at its option, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.2 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate relates.

ARTICLE 13- RESTRICTIONS ON TRANSFERS

13.1 Restrictions on Transfer. Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted

by this Agreement, Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may sell or lease individual condominium units to third parties. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business) or all or substantially all of its stock, or the sale, transfer, pledge, or hypothecation of fifty (50%) percent or more of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of fifty (50%) percent or more of the beneficial ownership interest in Redeveloper if Redeveloper is a partnership, except in the event of the death of a partner or member. Any of the foregoing cases whether or not accomplished by one or more related or unrelated transactions, constitute a prohibited assignment. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of Redeveloper which is prohibited by the third sentence of this Section. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued.

13.2 Permitted Transfers. Notwithstanding the foregoing, the City hereby consents, without the necessity of any further approval, but subject to prior notice to the City (except as to conveyances in Sections (a) and (b), to the following conveyances:

(a) A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.

(b) Utility and other necessary easements.

(c) A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.

(d) A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.

(e) conveyance to a Related Entity.

13.3 Conveyance to a Related Entity or Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Related Entity or a Qualified Entity, pursuant to Section 2.6, Redeveloper shall be relieved of its right and obligations hereunder.

ARTICLE 14 - MISCELLANEOUS

14.1 Term. Upon the earlier of the Completion of the Project and issuance of a Certificate of Completion for the entire Project or seven (7) years from its Effective Date, this

Agreement shall terminate (“**Termination Date**”), except with respect to the Declaration of Covenants and any other provisions that expressly survive termination of this Agreement.

14.2 No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

14.3 Amendment; Waiver. No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of the City or Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the City or Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the City or Redeveloper.

14.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the City or Redeveloper permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

14.5 Captions. The captions of the Sections and Subsections, Schedule of Exhibits and Index of Definitions of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of the articles, sections, exhibits, definitions, or other provisions hereof.

14.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either Party to this Agreement shall be filed in either the Superior Court of New Jersey, Monmouth County, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.

14.7 Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

14.8 Binding Effect. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Redeveloper, the City and their respective successors and assigns.

14.9 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Redeveloper and the City, their relationship being solely as contracting Parties under this Agreement.

14.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute, in connection with each of such agreements, one and the same instrument.

14.11 Prior Agreements Superseded. This Agreement supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

14.12 Exhibits. All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

14.13 Counting of Days; Saturday, Sunday or Holiday. The word “**days**” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day. The term “**Business Day**” as used herein means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

14.14 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Project Site.

14.15 Construction. Both of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each party and agree that no provision of this Agreement shall be construed in favor of or against either party by virtue of the fact that such party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of Effective Date.

SECOND AVENUE WAREHOUSE, LLC

Witness

By: _____
Preston Casertano, Sole Member

CITY OF LONG BRANCH

Kathy Schmelz, Municipal Clerk

By: _____
Hon. Adam Schneider, Mayor

Exhibit List

- Exhibit A: Draft Site Plan, Project Drawings and Architectural Renderings**
- Exhibit B: Project Schedule**
- Exhibit C: Development Budget/Pro Forma**

EXHIBIT B
PROJECT SCHEDULE

The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper in accordance with the terms and condition of this Redevelopment Agreement.

<u>Milestone</u>	<u>Due Date</u>
Obtain Site Plan Approval	Within 120 days from the Effective Date
Obtain all zoning and construction permits	Within 60 days of site plan approval
Obtain Limited Brewery License from the State of New Jersey	9 months
Commence Construction- Phase I – Upon the obtaining of all permits and approvals including, issuances of Limited Brewery License from the State of New Jersey	
Complete Construction- Phase I – Eighteen (18) months from commencement of Phase I	
Commence Construction- Phase II – Six (6) months from Completion Date of Phase I	
Complete Construction- Phase II – Three (3) months from commencement of Phase II	
Commence Construction- Phase III – Six (6) months from Completion Date of Phase II	
Complete Construction- Phase III – Three (3) months from commencement of Phase III	
Commence Construction- Phase IV – Six (6) months from Completion Date of Phase III	
Complete Construction- Phase IV – Three (3) months from commencement of Phase IV	
Commence Construction- Phase V – Six (6) months from Completion Date of Phase IV	
Complete Construction- Phase V – Three (3) months from commencement of Phase V	

PROJECT PROPOSAL FOR REDEVELOPER DESIGNATION

Submitted to City of Long Branch

April 29, 2014

the whitechapel projects

Address:

15-17 Second Avenue, Long Branch, New Jersey, 07740

Owner:

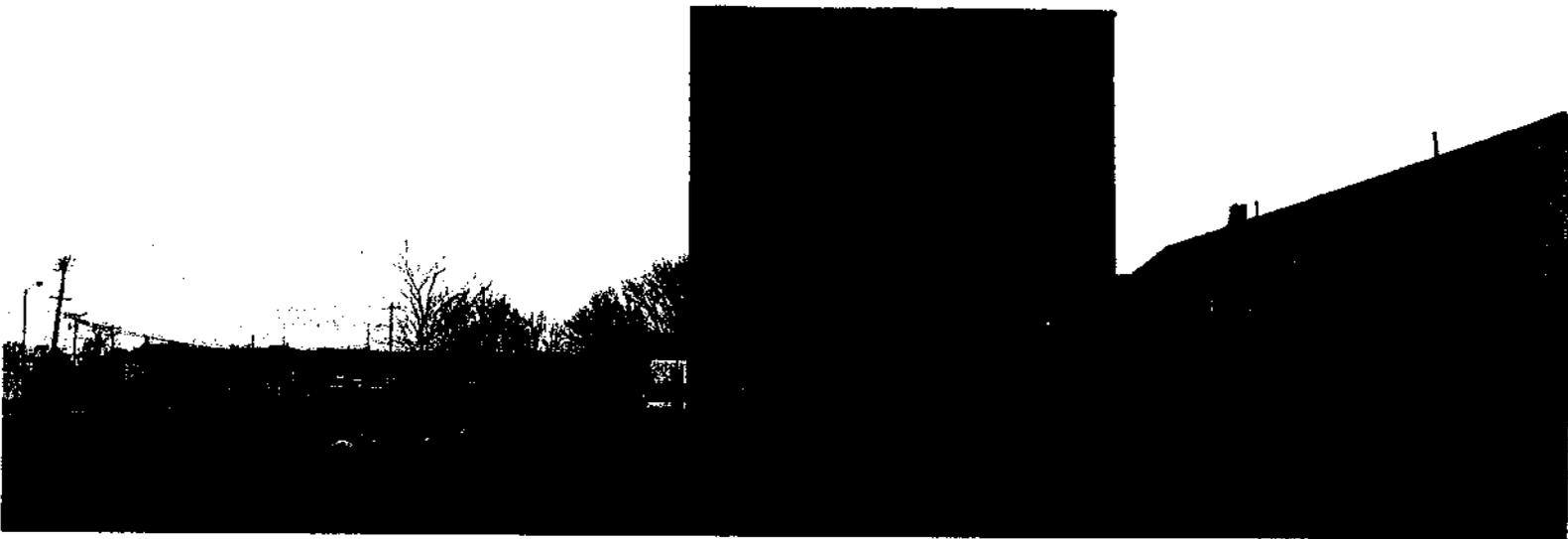
Second Avenue Warehouse LLC
3 Wilfred Road, Manalapan, New Jersey, 07726

Contact:

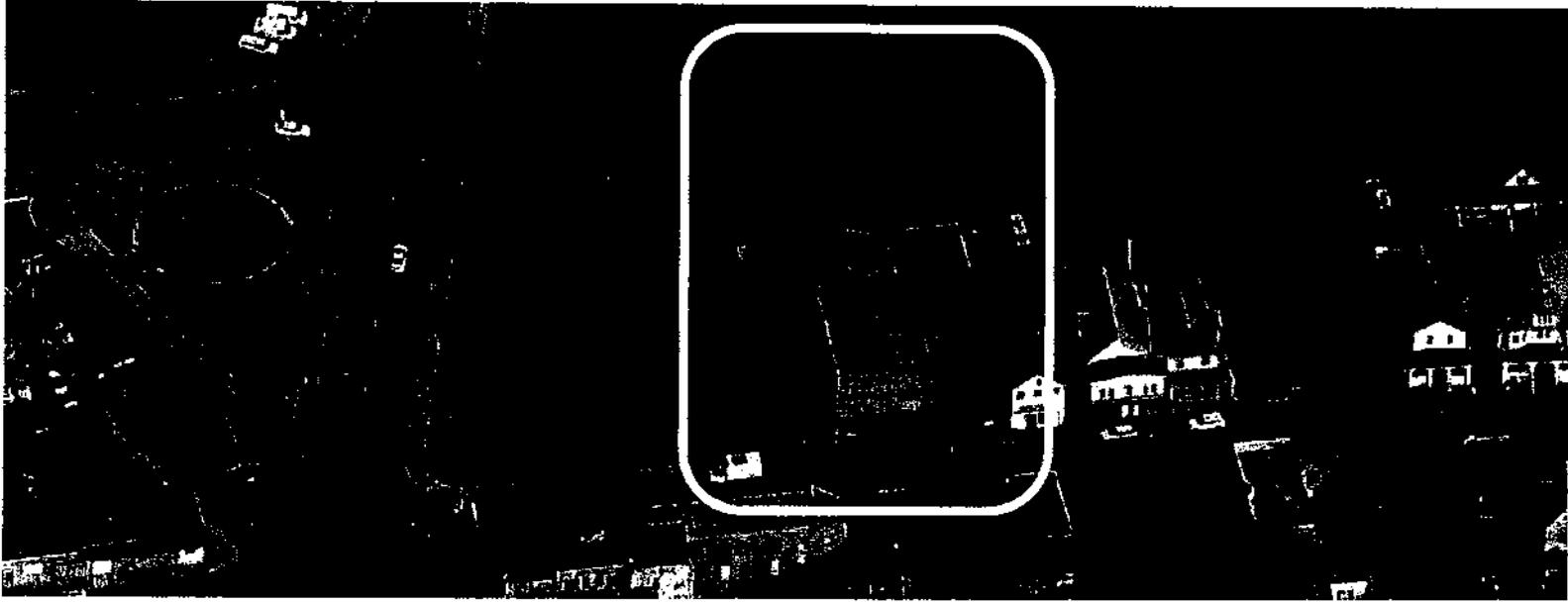
Mr. Preston Casertano
tel: (908)-415-7533
email: casertano@aol.com



EXISTING VIEW OF 15-17 2nd AVE., FROM BROADWAY

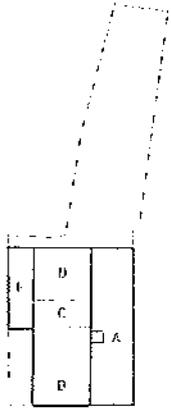


EXISTING VIEW OF 15-17 2nd AVE., FROM 2nd AVE.

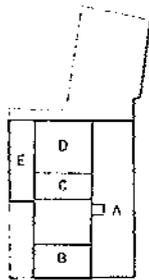


ARIEL VIEW OF EXISTING PROPERTY

PHASING SEQUENCE + SCOPE:



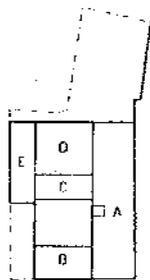
PHASE 0
Existing Buildings



PHASE 1
Beer Hall - Building Shell

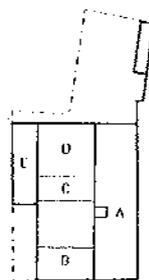
Courtyard
Beer Hall
Kitchen
Craft Beer Lab
Bathrooms

 (Total area interior: 5,690 sq ft)
 (Total area exterior: 3,525 sq ft)



PHASE 2
Community Hall

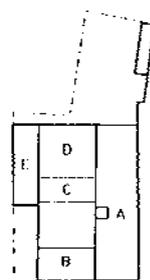
(Total area interior: 1,640 sq ft)



PHASE 3
Beer Garden

External Dining
Bathrooms

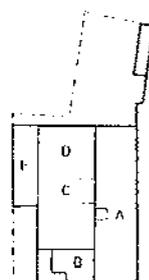
 (Total area exterior: 4,547 sq ft)



PHASE 4
Green Roof

Urban Farm
Rooftop Dining

 (Total area exterior: 4,465 sq ft)



PHASE 5
Expansion of Beer Production

Microbrewery

 (Total area interior: 411 sq ft)

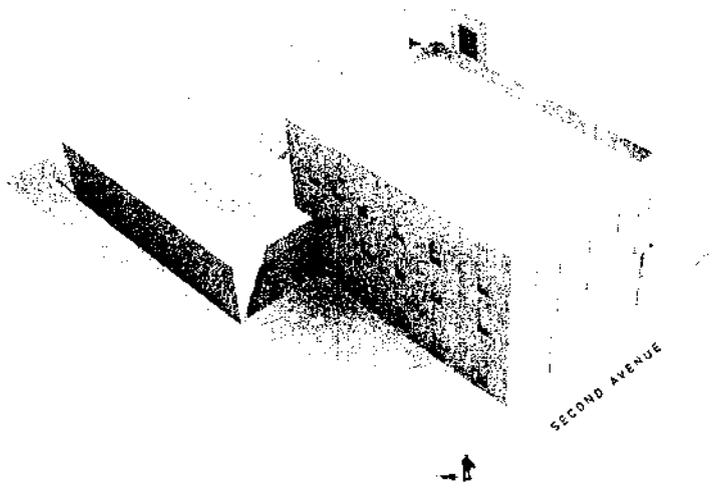
AREAS

A	3,366 sq ft
B	7,322 sq ft
C	278 sq ft
D	1,408 sq ft
E	1,120 sq ft
TOTAL:	14,494 sq ft

CONSTRUCTION SCOPE

Demolition + Salvage Structure Waterproofing + Insulation Mechanical Electrical Plumbing Equipment Finishes Perimeter Fenestration + Privacy Wall	Mechanical Heating + Cooling Interior Upgrades	Upgrade Landscaping Waterproofing + Insulation Mechanical Electrical Plumbing Equipment	Green Roofing Electrical Plumbing Rooftop Access Finishes	External Walls Waterproofing + Insulation Mechanical Electrical Plumbing Equipment
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PHASE 0: existing buildings

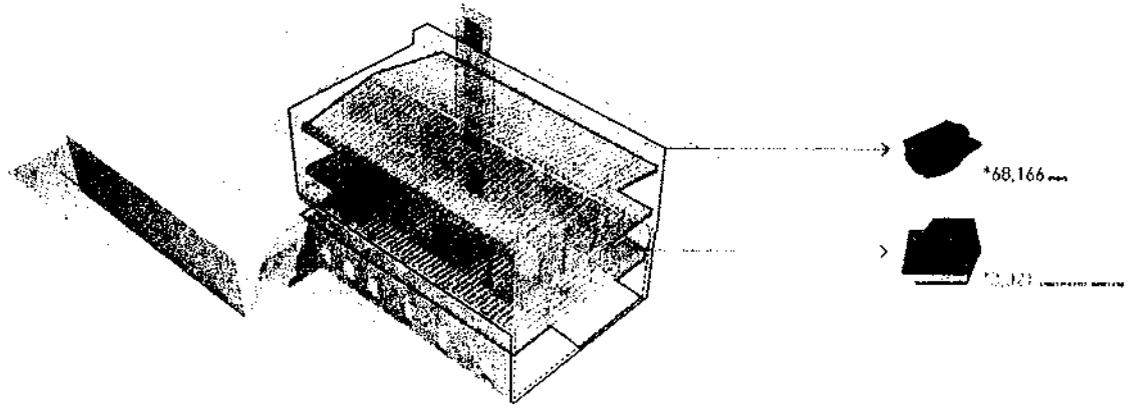


PHASING SEQUENCE



PHASE 1a: building B

> Partial demolition + salvage

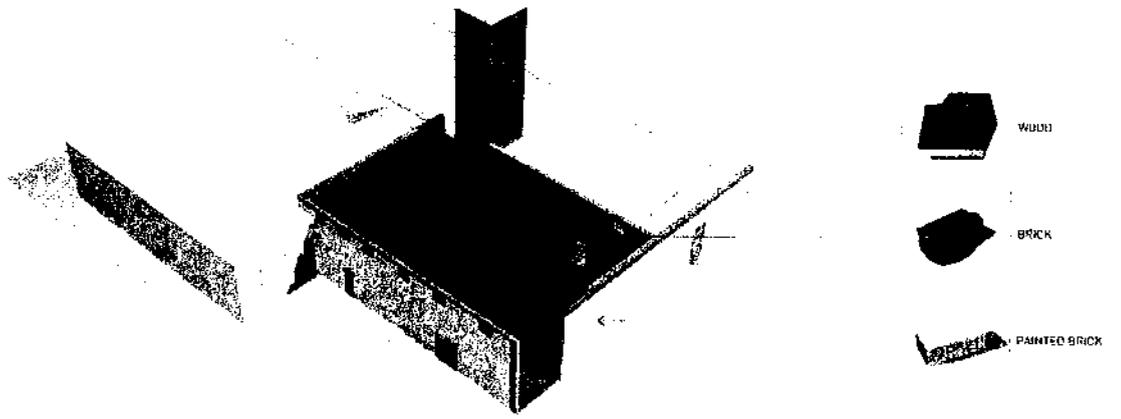


PHASING SEQUENCE



PHASE 1b: courtyard

> Adaptive re-use with recycled materials

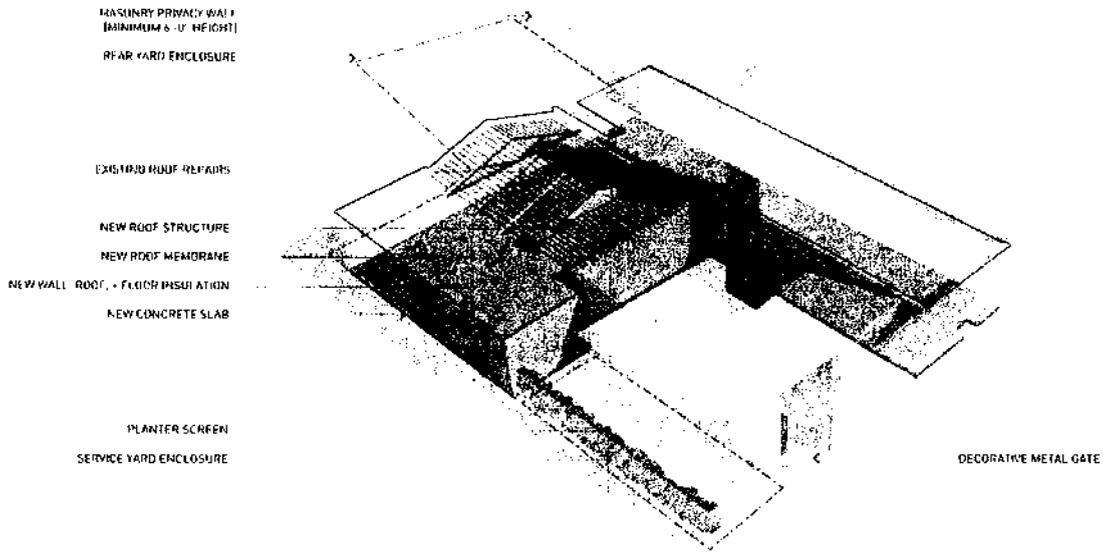


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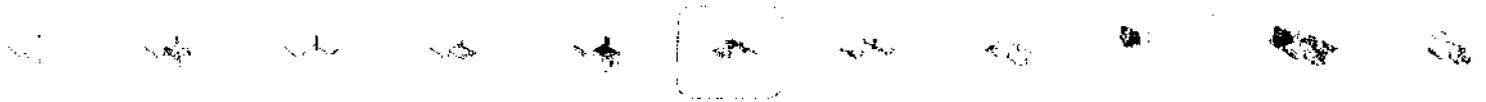


PHASE 1c: building shell

> Alterations + upgrades to existing infrastructure

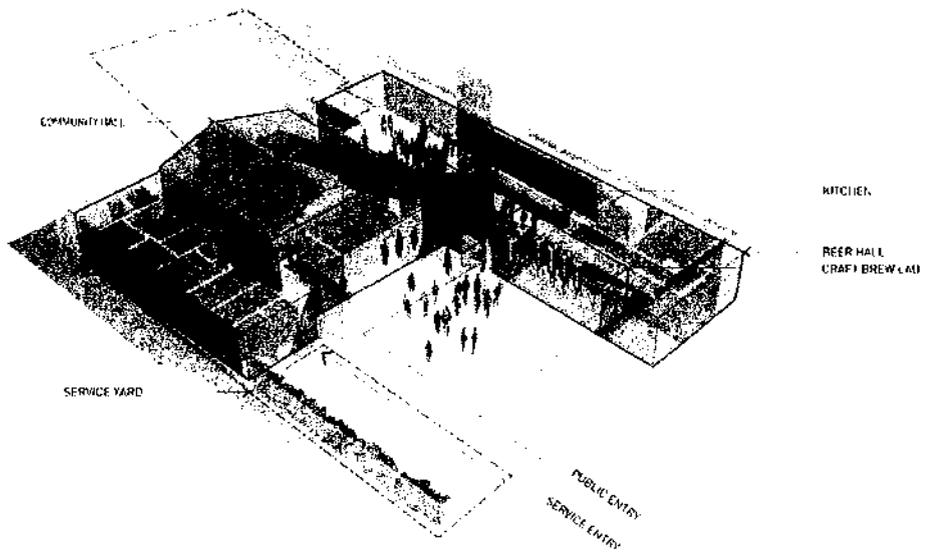


PHASING SEQUENCE



PHASE 1d: interiors

> fit out beer hall, craft brew lab, kitchen, + community hall

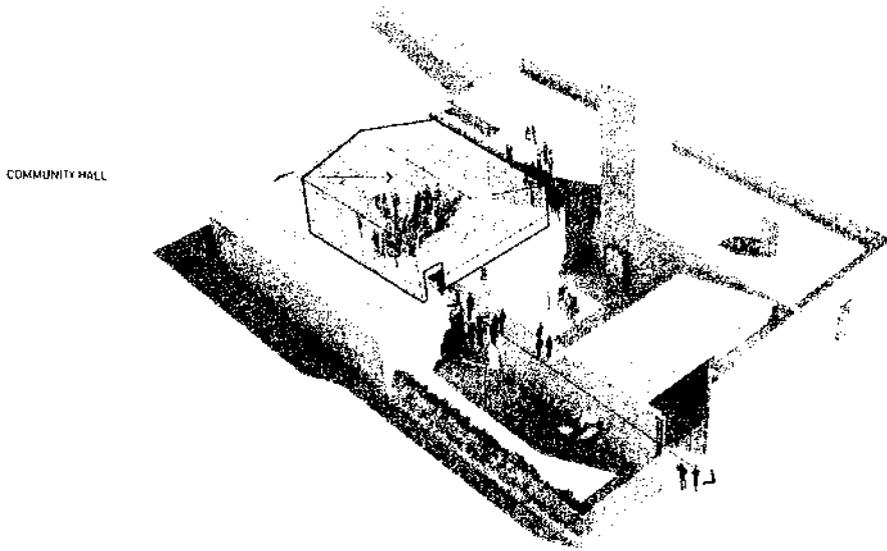


PHASING SEQUENCE



PHASE 2: community hall

> Upgrade interiors, install new heating + cooling system

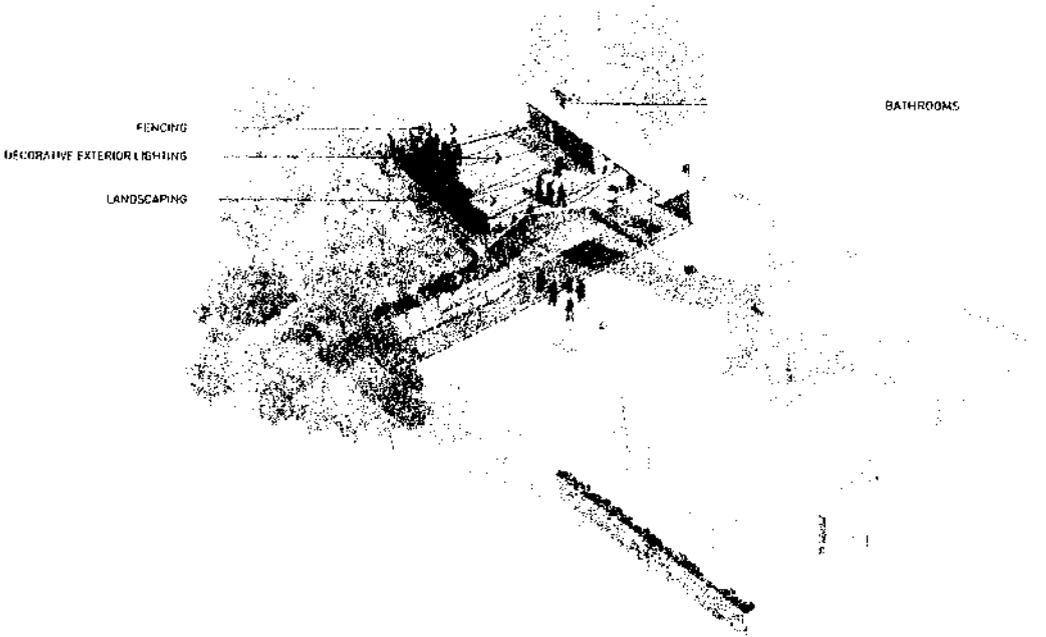


PHASING SEQUENCE



PHASE 3: beer garden

- > Upgrade rear yard with landscaping, bathrooms, + upgraded fencing
- > Public access from both 2nd Ave. + Ocean Blvd.



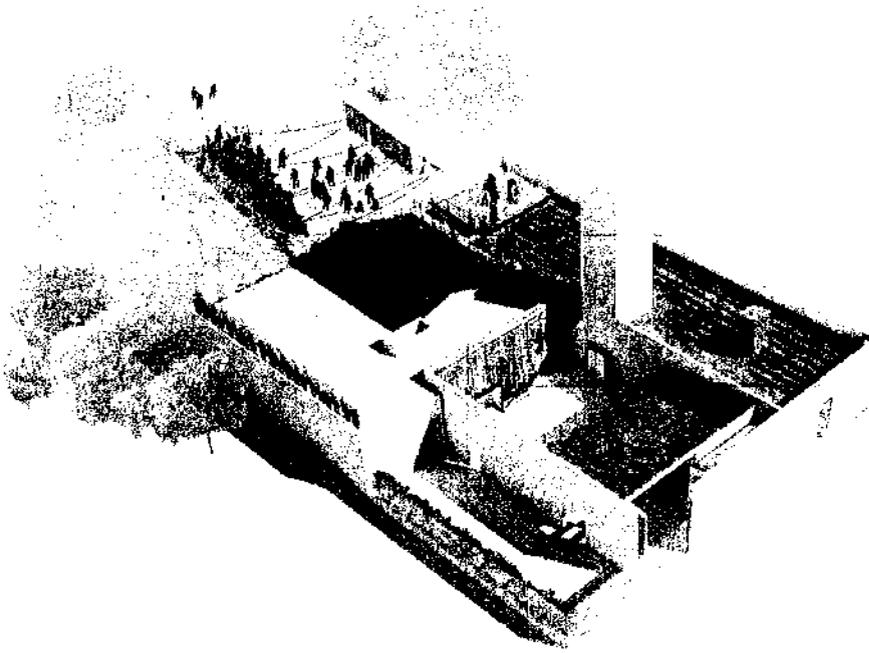
PHASING SEQUENCE



PHASE 4: green roof

> Planted roofs + urban farm

> Featuring public access + rain/storm water management system



DECORATIVE GREEN ROOF



URBAN FARM



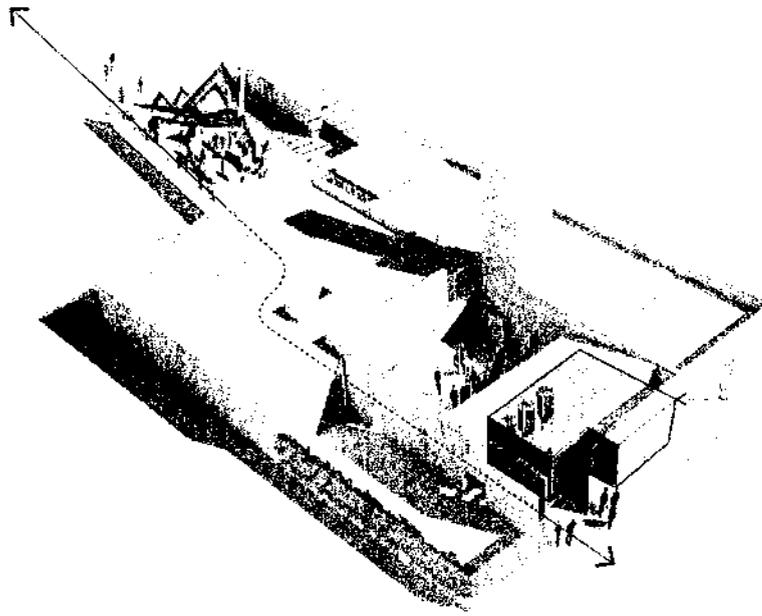
GREEN WALL SCREEN

PHASING SEQUENCE



PHASE 5: microbrewery

> expansion on site of beer production



NEW MICRO BREWERY

PHASING SEQUENCE





COURTYARD:
VIEW TO BEER HALL ENTRY



BEER HALL:
VIEW TOWARDS EXTERIOR BEER GARDEN



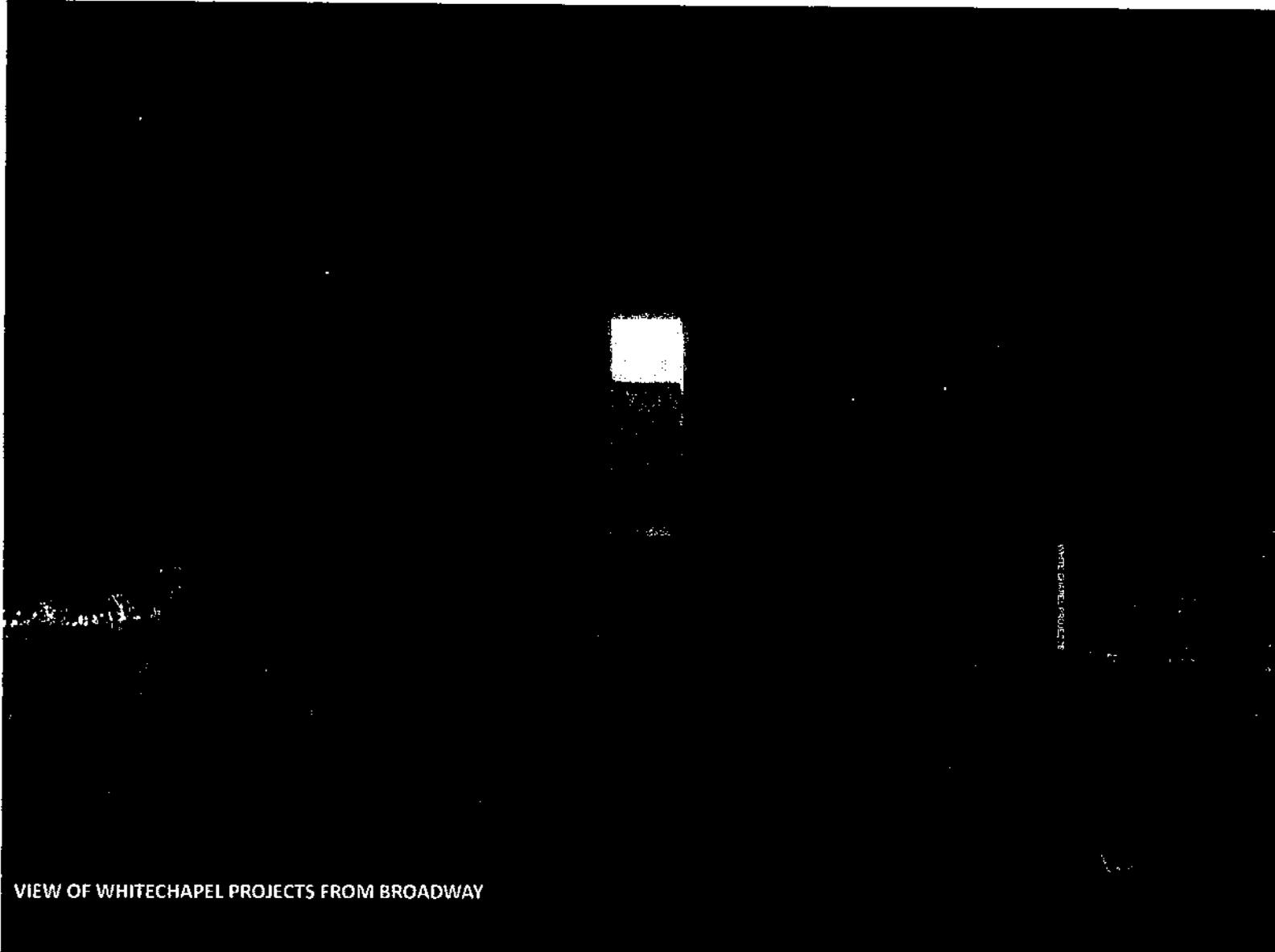
COMMUNITY HALL:
VIEW TOWARDS COURTYARD



BEER GARDEN:
VIEW TOWARDS TOWER



URBAN FARM:
VIEW TOWARDS OCEAN



VIEW OF WHITECHAPEL PROJECTS FROM BROADWAY

THOMAS P. SANTRY, P.A.
ENGINEERS & SURVEYORS
ONE-TWENTY-EIGHT EAST RIVER ROAD
RUMSON, NEW JERSEY 07760

PHONE: (732) 741-4800
FAX: (732) 741-0084

May 6, 2014

Job 13-214

**METES AND BOUNDS DESCRIPTION OF
A PORTION OF LOT 28 BLOCK 287 AS A LAND CONTRIBUTION TO THE
CITY OF LONG BRANCH
MONMOUTH COUNTY
NEW JERSEY**

Commencing at a point in the easterly line of Second Avenue, said point being distant 151.92 feet southerly along the easterly line of Second Avenue from the southerly line of South Broadway thence;

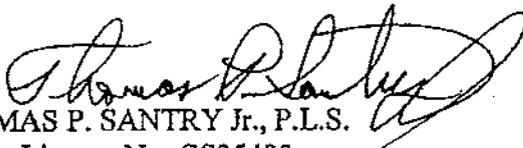
- A) N 83° 30' 00" E a distance of 126.19 feet to a point thence;
- B) S 02° 47' 00" E a distance of 36.59 feet to a point thence;
- C) S 25° 50' 00" E a distance of 6.63 feet to a point thence;
- D) S 87° 33' 30" E a distance of 74.12 to the true point and place of beginning thence;

- 1) S 87° 33' 30" E a distance of 2.73 thence;
- 1) S 81° 37' 00" E a distance of 99.02 feet to a point thence;
- 2) Southerly along the westerly line of Mill Road S 01° 27' 00" W a distance of 40.05 feet to a point thence;
- 3) N 88° 33' 00" W a distance of 102.33 to a point thence;
- 4) N 02° 52' 54" E a distance of 52.07 to the true point and place of beginning.

Containing an area of 4,700.21 Square Feet / 0.10 Acres

For information only:

Commonly known as: Lots 3 and 28 in Block 287, 15-17 Second Avenue, City of Long Branch, Monmouth County, New Jersey.


THOMAS P. SANTRY Jr., P.L.S.
License No. GS35400

**RESOLUTION APPROVING THE VARIOUS
LIQUOR LICENSE RENEWALS FOR THE 2014/2015
LICENSE TERM**

WHEREAS, the Director of Public Safety, the Director of Health and the Director of Building & Development, have recommended the approval of the following liquor license:

Patten Point Yacht Club	1325-31-068-001
Tavallo (Inactive)	1325-33-034-008
Sawa	1325-33-012-007
Brighton Bar	1325-33-026-005
Vingo Wine & Spirits	1325-44-049-005
Prime Liquors	1325-44-058-009
Suburban Liquors & Bar	1325-33-075-007
Celtic Cottage	1325-33-039-005
Heritage Bistro Pub	1325-33-043-011
Maxs Hot Dogs	1325-33-002-004
Rooneys Oceanfront Restaurant	1325-33-037-011
Tre Amici	1325-33-003-004
Falvo's	1325-32-045-005
Por Do Sol	1325-32-021-013
Mar Belo	1325-32-008-008
Charley's Ocean Grill	1325-33-016-007
Ocean Beach Club	1325-31-067-001
Windmill	1325-33-006-007
Pierce Liquors	1325-44-048-004
Brittons	1325-44-005-005
Elks Lodge	1325-31-065-001
Bell Liquors	1325-44-004-006
Ocean Place Resort & Spa	1325-36-085-001
Bungalow Hotel	1325-33-078-015
Rons West End Pub	1325-33-076-004
Casa Comida	1325-33-063-008
Singers	1325-33-061-006
Promenade Beach Club	1325-33-060-009
It's Greek to Me	1325-33-001-006
Sitting Duck	1325-33-059-006
Stewarts	1325-33-054-013
Jacks	1325-33-052-007
Tuzzio's	1325-33-051-013
Indulge	1325-33-047-011
The Avenue	1325-33-027-010
Tropikana Inc. (Inactive)	1325-33-013-006

VFW Post 2140
McLoones

1325-31-071-001
1325-33-023-008

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewal for the seasonal license term of July 1, 2014 through June 30, 2015.

MOVED: *Bastelli*
SECONDED: *Billings*

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

SISTERS
COUNCIL
CITY OF LONG BRANCH
I, KATHY J. [unclear]
LONG BRANCH
TO BE A TRUE
RESOLUTION APPROVED
REGULAR MEETING OF THE
IN WITNESS WHEREOF
MY HAND AND AFFECTION
CITY OF LONG BRANCH
JERSEY [unclear]
6-10-14
[Signature] 14
MUNICIPAL CLERK, R.I.C.

2014
LIQUOR LICENSE
LISTING

JUNE 2014

PLENARY RETAIL CONSUMPTION LICENSES (27)

BRIGHTON BAR 121 BRIGHTON AVENUE

WEST END ENTERPRISES, INC.

OWNERS: GREGORY MACOLINO
STATE LICENSE #: 1325-33-026-005
TRANSFERRED ON: OCTOBER 23, 1990
STATUS: ACTIVE

BUNGALOW HOTEL 50 LAIRD STREET

LB LICENSE, INC.

OWNERS: MICHAEL BARRY
DAVID BARRY
ANTHONY DIACO
ANTHONY DIACO, JR.
NICHOLAS DIACO
ZACHARY DIACO
STATE LICENSE #: 1325-33-078-012
STATUS: ACTIVE

CASA COMIDA CASA COMIDA, INC.

OWNERS: KRISTIN CATLETT
STATE LICENSE #: 1325-33-063-007
TRANSFERRED ON: MAY 14, 1986
STATUS: ACTIVE

CELTIC COTTAGE PUB & PATIO BAR 608 SECOND AVENUE

CELTIC COTTAGE PUB & PATIO BAR, INC.

OWNERS: KEVIN MARTIN
STATE LICENSE #: 1325-33-039-005
TRANSFERRED ON: APRIL 25, 1995
STATUS: ACTIVE

CHARLEYS OCEAN GRILL 29 AVENEL BOULEVARD

GREENWAVE HOSPITALITY, INCORPORATED

OWNERS: THEODORE S. PAPPAYLIOU
GEORGE S. PAPPAYLIOU
STATE LICENSE #: 1325-33-016-006
TRANSFERRED ON: MAY 10, 2005
STATUS: ACTIVE

HERITAGE BISTRO 100 BRIGHTON AVENUE

LLOYD'S RESTAURANT AND LOUNGE INC 95%
BRIGHTON AVENUE GROUP LLC 5%

STATE LICENSE #: 1325-33-043-009
TRANSFERRED ON: MAY 20, 2010
STATUS: OPENED SEPTEMBER 9, 2010

JACKS RIB & ALE HOUSE 149 BRIGHTON AVENUE

GOAL LINE STAND, INC.

OWNERS: TIMOTHY CANAVAN
NICOLA PETITTI

STATE LICENSE #: 1325-3-052-007
TRANSFERRED ON: APRIL 24, 2007
STATUS: ACTIVE

JOHNNY PIANCONES 591 BROADWAY

COZUMEL, INC.

OWNERS: JOHN R. PIANCONE
STATE LICENSE #: 1325-33-011-013
TRANSFERRED ON: NOVEMBER 10, 2009
STATUS: ACTIVE

LA SIRENA 27 OCEAN AVENUE

LONG BRANCH HOLDING, INC.

OWNER:

SIRENA, LLC
MICHAEL CETRULO
JOSEPH CETRULO

STATE LICENSE #: 1325-33-041-003
TRANSFERRED TO
LONG BRANCH HOLDING: AUGUST 28, 2001
CHANGE IN CORPORATE
STRUCTURE ADDING SIRENA, LLC: JUNE 15, 2006
STATUS: ACTIVE

LE CLUB AT THE BEACH (The Avenue)

LB CITY, INC.

23 OCEAN AVENUE

OWNER:

LB BEACH LOUNGE, LLC
MICHAEL BARRY
DAVID BARRY
APPLIED BEACH CLUB LLC
DIACO I, LLC
ANTHONY DIACO
ANTHONY DIACO, JR.
NICHOLAS DIACO
ZACHARY DIACO

STATE LICENSE #:

1325-33-027-008

TRANSFERRED ON:

FEBRUARY 14, 2002

CHANGE IN CORPORATE
STRUCTURE EFFECTIVE:

MAY 18, 2006

STATUS:

ACTIVATED

MAX'S HOT DOGS

47 MATILDA TERRACE

MAXS, II, INC.

OWNER:

MADelyn MAYBAUM

STATE LICENSE #:

1325-33-002-004

TRANSFERRED ON:

STATUS:

ACTIVE

McLOONES PIER HOUSE

ONE OCEAN AVENUE

LONG BRANCH ASSETS LLC

OWNER:

LAKE RUN, LLC
TIMOTHY MCLOONE

STATE LICENSE #:

1325-33-023-008

TRANSFERRED ON:

APRIL 9, 2002

STATUS:

ACTIVE

MURPHEYS

405 DIVISION STREET

GAZZBAR CORP.

OWNER:

JOHN GAZZOLA

STATE LICENSE #:

1325-33-050-007

TRANSFERRED:

JANUARY 23, 2001

STATUS:

ACTIVE

OCEAN PLACE RESORT & CONFERENCE CENTER 1 OCEAN BLVD.

AFP 104 CORP

ANTHONY MICELI
MICHAEL WEINBAUM
STEPHEN KRONICK
1325-36-083-004
ACTIVE

STATE LICENSE #:
STATUS:

PLEASURE BAY BUY RITE LIQUORS	279 ATLANTIC AVENUE
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BIZXL LLC

OWNERS: CHANDRA DASARI
SRWIDHYA JEGANNATHAN

STATE LICENSE #: 1325-33-030-005
TRANSFERRED: April 12, 2012
STATUS: ACTIVE

PROMENADE BEACH CLUB	ONE COOPER AVENUE
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PROMENADE BEACH CLUB MANAGEMENT LLC

OWNER: MICHAEL CHIMENTO
SHARON ARCHBOLD
JAMES MCDUFFIE
MARY HOCHBERG
MARGARET CZARNECKI

STATE LICENSE #: 1325-33-060-007
TRANSFERRED ON: JULY 25, 2000
STATUS: ACTIVE

RONS WEST END PUB	103 WEST END AVENUE
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RON'S WEST END PUB LLC

OWNER: RANDALL HEINZMAN
STATE LICENSE #: 1325-33-076-003
TRANSFERRED: FEB. 11, 2003
STATUS: ACTIVE

ROONEY'S OCEANFRONT RESTAURANT	100 OCEAN AVENUE
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ROONEY'S ACQUISTION LLC

OWNER: ANTHONY PAPALIA

STATE LICENSE #: FRANK KOENEMUND
1325-33-037-008
TRANSFERRED: MARCH 25, 2014
STATUS: ACTIVE

SAWA STEAK HOUSE	27 OCEAN AVENUE
------------------	-----------------

LOBRAN ASSETS, INC. SAWA AT LONG BRANCH, LLC
OWNERS: MAO-KI TUNG
STATE LICENSE #: 1325-33-012-004
TRANSFERRED ON: SEPTEMBER 24, 2002
STATUS: ACTIVATED: JUNE 1, 2006

SITTING DUCK	104 MYRTLE AVENUE
--------------	-------------------

GSSD RESTAURANTS, INC.
OWNER: GARY SCHOELKOFF
STATE LICENSE #: 1325-33-059-006
TRANSFERRED: OCTOBER 25, 1994
STATUS: ACTIVE

STINGERS	656 OCEAN AVENUE
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ADAM LICENSE HOLDINGS LLC
OWNER: MICHAEL ZIMMERMAN
DONALD EPSTEIN
KENNETH CHAMLIN
STATE LICENSE #: 1325-33-061-004
TRANSFERRED: MAY 13, 2003
STATUS: ACTIVE

SUBURBAN BAR & LIQUORS	492 JOLINE AVENUE
------------------------	-------------------

BABAA LLC
OWNERS: VEERA V. TADI
STATE LICENSE #: 1325-33-075-005
TRANSFERRED ON: APRIL 9, 1991
CHANGE IN CORP NAMES: AUGUST 2012
STATUS: ACTIVE

TONYS TOMATO PIES	228 MORRIS AVENUE
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TEGA FOUR, INC.

OWNERS: ANTHONY, ETTA, GINA,
ANTHONY, JR. CHIAFULLLO
STATE LICENSE #: 1325-33-009-004
TRANSFERRED: JULY 7, 1986
STATUS: ACTIVE

TRE AMICI 113-115 BRIGHTON AVENUE
JOSEPH ROSELLI, INDIVIDUAL
OWNER: JOSEPH ROSELLI
STATE LICENSE #: 1325-33-003-001
STATUS: ACTIVE

TUZZIOS 244 WESTWOOD AVENUE
SILVER DOLLAR BAR, INC.
OWNERS: JOSEPH TUZZIO
STATE LICENSE #: 1325-33-051-001
TRANSFERRED:
STATUS: ACTIVE

WINDMILL 200 NEW OCEAN AVENUE
L E LEE, INC.
OWNERS: STEPHEN LEVINE
RENA LEVY
STATE LICENSE #: 1325-33-006-005
TRANSFERRED: JUNE 28, 1988
STATUS: ACTIVE

WINE LOFT 32 LAIRD STREET
B F M T WINE LLC
OWNERS: JASON FERN
THOMAS BRUCATO
NEIL MORTUCCI
MICHAEL TRIOLO
GREGORY TOLENTO

STATE LICENSE #:

1325-33-033-004

TRANSFERRED:

JUNE 9, 2009

STATUS:

ACTIVE

PLENARY RETAIL CONSUMPTION LICENSES WITH BROAD PKG. PRIVILEGE (5)

FALVO'S LIQUORS VENUS, INC. OWNERS:	197 NORWOOD AVENUE MUKUND PATEL NIRMESH PATEL
STATE LICENSE #: TRANSFERRED ON: STATUS:	1325-32-045-005 FEBRUARY 25, 1997 ACTIVE

MAR BELO KAUAN LLC	609-611 BROADWAY
OWNERS:	JOAO CUSTODIO
STATE LICENSE #: TRANSFERRED ON: STATUS: PHONE #:	1325-32-008-008 JUNE 25, 2013 ACTIVE

MIX 71 BRIGHTON AVENUE LTD.	71 BRIGHTON AVENUE
OWNERS:	KEVIN MICHAEL BIENZ SEBASTIAN NATIVO
STATE LICENSE #: TRANSFERRED ON: CORP) STATUS:	1325-32-035-014 MAY 22, 2003 (CHANGE ACTIVE

NIP & TUCK 23 NORWOOD CORPORATION	23-25 NORWOOD AVENUE
OWNERS:	ROBERT BURTCHAELL JAIME HEALY
STATE LICENSE #: TRANSFERRED ON: STATUS:	1325-32-042-004 MAY 20, 2002 ACTIVE

POR DO SOL
CUSTODIO, INC.

276 BROADWAY

OWNERS:

JOHN CUSTODIO

STATE LICENSE #:
TRANSFERRED ON:
STATUS:

1325-32-021-013
APRIL 26, 2005
ACTIVE

CLUB LICENSES (6)

ELKS LODGE	150 GARFIELD AVENUE
STATE LICENSE #:	1325-31-065-001
STATUS:	ACTIVE
PHONE #:	222-9742 / 870-9738 / 222-7357

I.A.M.A.	195 WEST END AVENUE
	PO BOX 205
STATE LICENSE #:	1325-31-066-001
STATUS:	ACTIVE
PHONE #:	222-9750
	emtmari@aol.com

OCEAN BEACH CLUB	1035 OCEAN AVENUE
STATE LICENSE #:	1325-31-067-001
STATUS:	ACTIVE
PHONE #:	732-964-2182
	mjxlrj@msn.com

PATTEN POINT YACHT CLUB	PATTEN & RENWICK PLACE
PATTEN POINT YACHT CLUB, INC.	
STATE LICENSE #:	1325-31-068-001
STATUS:	ACTIVE
PHONE #:	229-2882
	rkmanning@optonline.net

PORTUGUESE CLUB	191 BROADWAY
PORTUGUESE CLUB OF LB, INC.	
STATE LICENSE #:	1325-31-079-001
STATUS:	ACTIVE
PHONE #:	

V.F.W.	255 WILLOW AVENUE
POST 2140	
STATE LICENSE #:	1325-31-071-001
STATUS:	ACTIVE
PHONE #:	732-263-2036

DISTRIBUTION LICENSES (7)

BELL LIQUORS	706 BROADWAY
INDIVIDUAL:	JOSEPH CIRILLO
STATE LICENSE #:	1325-44-004-006
TRANSFERRED ON:	JUNE 26, 1990
STATUS:	ACTIVE
PHONE #:	222-1690

BRITTONS LIQUORS	596 JOLINE AVENUE
BRITTONS LIQUORS INC.	
OWNERS:	BRUCE BRITTON ANTHONY BRITTON
STATE LICENSE #:	1325-44-005-005
TRANSFERRED ON:	
STATUS:	ACTIVE
PHONE #:	222-0312

COURT LIQUORS	146 WEST END COURT
SIDNEY CHARLES MARKET INC	
OWNER:	MICHAEL ZIMMERMAN
STATE LICENSE #:	1325-44-074-005
TRANSFERRED ON:	FEBRUARY 10, 1987
STATUS:	ACTIVE
TELEPHONE #:	870-9859

PIERCE LIQUORS	189 BROADWAY
MILRAY, INC. (MILDRED PIANO)	
OWNERS:	DANIEL PIANO (TRUSTEE) MARYELLEN KEANE (TRUSTEE)
TRUSTEES EFFECTIVE ON:	MAY 2, 2006
STATE LICENSE #:	1325-44-048-004
TRANSFERRED ON:	AUGUST 27, 1958
STATUS:	ACTIVE
PHONE #:	229-0900

PRIME LIQUORS

215 THIRD AVENUE

MSAR, INC.

OWNER:

MADHU V. PULIJAAL

STATE LICENSE #:

1325-44-058-008

TRANSFERRED:

NOVEMBER 9, 1999

STATUS:

ACTIVE AS OF JUNE 29, 2000

RAINBOW LIQUORS

518 BROADWAY

PUNJAB LIQUOR INC

OWNERS:

MANJEET KAUR

STATE LICENSE #:

1325-44-007-003

TRANSFERRED ON:

JULY 23, 2013

STATUS:

ACTIVE

PHONE #:

222-0160

VINGO WINE & SPIRITS

444 OCEAN BOULEVARD

ECCLIPSE LLC

OWNERS:

JANARDHAN VALA

STATE LICENSE #:

1325-44-049-004

TRANSFERRED ON:

JULY 14, 1998

STATUS:

ACTIVE

PHONE #:

578-9730

R 128-14

EXTENSION OF LICENSE TO BENEFICIARY
(MAXS II INC) STATE LICENSE #1325-33-002-004

WHEREAS, an application has been filed for an extension of Plenary Retail Consumption License 1325-33-002-004 to the Beneficiary of the Estate of Robert Maybaum, sole proprietor owner of the license; and

WHEREAS, the submitted application form is complete in all respects, including proof of appointment to act as Beneficiary;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch does hereby approve, effective June 10, 2014 the extension of the aforesaid Plenary Retail Consumption license to Madeline Maybaum to conduct business under the privileges, terms and conditions of the license as Beneficiary of the estate of Robert Maybaum for the benefit of the estate until such time as the will is probated and the license may be transferred in compliance therewith and directs the Municipal Clerk to endorse the License Certificate as follows: "This license is hereby extended, subject to all its terms and conditions to Madeline Maybaum, Beneficiary effective June 10, 2014.

MOVED: Bastelli

SECOND: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, JENNY 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 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 10 DAY OF JUNE, 2014
Jenny L. Schmeltz
MUNICIPAL CLERK, R.E.

R# 129-14

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF ARTIFICIAL GRASS FIELD TURF
REPLACEMENT MANAHASSETT CREEK PARK DUE TO
HURRICANE STORM SANDY RECREATION DEPARTMENT**

WHEREAS, the City has the need to purchase and replace artificial grass field turf at Manahasset Creek Park for use by its residents and Recreation Department; and

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

WHEREAS, the Keystone Purchasing Network (KPN) cooperative program through a fair and open process, has awarded a contract for purchase of artificial grass turf (Contract # 201203-01) from Field Turf USA Incorporated, 175 N. Industrial Blvd. Calhoun, Georgia for a cost **not to exceed \$1,930,990.28**, in accordance with the documents annexed hereto, and it is the recommendation of Engineer D.W. Smith Associates, and the Public Works Director that this artificial grass turf will meet the Recreation Department's needs, and that it is in the City's best interest to award a contract to this company for said artificial grass turf; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the Capital Budget, **Appro. Line Item #C-04-112-601, in an amount not to exceed \$1,930,990.28**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Field Turf USA Incorporated**, for purchase of artificial grass turf, in accordance with the terms and conditions of Keystone Purchasing Network (KPN) cooperative program contract #201203-01, **for a cost not to exceed \$1,930,990.28**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHWELZ, 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 6-10-14
IN WITNESS WHEREOF, I HAVE HEREONTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 15th DAY OF JULY 2014
Kathy L. Schwelz
MUNICIPAL CLERK, R.M.

**+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:

RESOLUTION AUTHORIZING CONTRACTS FOR ARTIFICIAL GRASS TURF

Said contract being made as follows:

FIELD TURF USA \$1,930,990.28

Said funds being available in the form of:

#C-04-112-601 \$1,930,990.28



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

Date



THE ULTIMATE
SURFACE EXPERIENCE

Date: 5/22/2014

To: Howard H. Woolley, Business Administrator
City of Long Branch Parks & Recreation
344 Broadway
Long Branch, NJ 07740

Phone: (732) 571-5645
Email: hwoolley@ci.long-branch.nj.us

From: Eric Fisher, Director of Sales - SmartBuy
Phone: 888-209-0065 Ext 246
Email: Eric.Fisher@fieldturf.com

Subject: Manahasset Creek Park Turf Replacement

FieldTurf USA, Inc. is pleased to present the following proposal. Prices are based on the Keystone Purchasing Network (KPN) purchasing program. KPN is a buying co-op that provides predetermined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. Contract #201203-01.

	Description	Quantity	Units	Unit Price	Total
Site Work					
1	Remove existing damaged turf and dispose to an authorized facility. Cleanup debris.	329,343	SF	\$0.79	\$261,678.38
2	Regrade finish stone for placement of new synthetic turf and roll entire surface	329,343	SF	\$0.16	\$52,335.68
3	Inspect storm drainage system and outfall pipe	1	LS	\$1,908.90	\$1,908.90
4	Cleanup and restoration of perimeter areas	1	LS	\$3,711.75	\$3,711.75
5	Remove and dispose existing putting green, touch up base and install new PL308 /True Turf	1	LS	\$30,091.69	\$30,091.69
6	Electrical Repairs as per 5/12/14 Scope Document	1	LS	\$32,825.00	\$32,825.00
7	S1 Fixtures	5	EA	\$13,130.00	\$65,650.00
8	S2 Fixtures	38	EA	\$3,282.50	\$124,735.00
9	Irrigation Repairs as per 5/12/14 Scope Document	1	LS	\$82,719.00	\$82,719.00
	Subtotal Site Work				\$655,655.39
Synthetic Turf					
10	FieldTurf 2.25" XM6-57 Monofilament	318,306	SF	3.75	\$1,193,647.50
11	FieldTurf 2.25" XTHD-57 Slit Film (BB Infield)	11,037	SF	3.75	\$41,388.75
12	Inlaid Football Numbers & Arrows	1	LS	5,500.00	\$5,500.00
13	Inlaid Football Hash Marks	1	LS	5,500.00	\$5,500.00
14	Inlaid Soccer Markings	2	LS	DONATED	\$0.00
15	Inlaid Men's Lacrosse Markings	2	LS	DONATED	\$0.00
16	Inlaid Women's Lacrosse Markings	2	LS	DONATED	\$0.00

7445 Côte-de-Liesse Road Suite 200 – Montreal Quebec H4T 1G2 – Tel 1-800-724-2969 – Fax (514) 340-9374
www.FieldTurf.com

17	Tufted Mini Soccer Boundary Lines	2	LS	DONATED	\$0.00
18	Inlaid Baseball Markings	1	LS	DONATED	\$0.00
19	35' x 35' Center Logo 1-3 Colors	1	LS	DONATED	\$0.00
20	Gmax Testing (1 Test at Time of Completion)	1	LS	1,515.00	\$1,515.00
21	GroomRight & SweepRight Maint. Equip.	1	LS	6,060.00	\$6,060.00
	Subtotal Synthetic Turf				\$1,253,611.25
	Subtotal Project				\$1,909,266.64
22	Performance & Payment Bonds	1	LS	21,723.64	\$21,723.64
	Total Project				\$1,930,990.28

EXCLUSIONS:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields;
- b) The supply or installation of the field edging;
- c) Any costs associated with necessary charges relating to the delineation of the field;
- d) Unless otherwise specified, does not include any G-max testing;
- e) The supply of manholes or clean-outs or grates, or supply of the manhole covers; and
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price;
- g) The implementation of a storm water pollution prevention plan;
- h) Site security;
- i) Silt fencing and any other fencing;
- j) Boring for utilities;
- k) Any electrical work not specifically detailed above;
- l) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated;
- m) Asphalt paving;
- n) Track surfacing, unless otherwise noted;
- o) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and RCP;
- p) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play;
- q) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings;
- r) All applicable taxes, union labor or other labor law levies;
- s) Replacement or modifications/alteration of athletic equipment including but not limited to goal posts, soccer goals, field events, etc;
- t) Replacement or modification to the existing perimeter nailer board;
- u) FieldTurf is not altering or improving any drainage function under the field. The existing drainage stone and drainage system will remain the responsibility of the owner.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under a typical field size and scenario, FieldTurf further requires approximately 120 days unencumbered access to the field to complete the field, subject to weather, other delays beyond the control of FieldTurf and *force majeure*.
- d) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- e) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- f) FieldTurf shall be entitled to pursue all costs and expenses, including attorney fees, associated with collection procedures of payment of any past due invoice.
- g) All colors are to be chosen from FieldTurf's standard colors.
- h) The FieldTurf product carries an 8 year pre-paid, 3rd party insured manufacturer's warranty; with the exception of the high traffic areas on the baseball/softball field. Batter's boxes, pitcher's mound, and base paths all carry a 2 year manufacturer's warranty.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Program by phone at 888-209-0065 ext. 246 or via e-mail at Eric.Fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com.

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.10	None	\$5.91 to \$6.10	\$0.42
0.11 to 0.19	\$0.01	6.11 to 6.19	.43
0.20 to 0.32	.02	6.20 to 6.32	.44
0.33 to 0.47	.03	6.33 to 6.47	.45
0.48 to 0.62	.04	6.48 to 6.62	.46
0.63 to 0.77	.05	6.63 to 6.77	.47
0.78 to 0.90	.06	6.78 to 6.90	.48
0.91 to 1.10	.07	6.91 to 7.10	.49
1.11 to 1.19	.08	7.11 to 7.19	.50
1.20 to 1.32	.09	7.20 to 7.32	.51
1.33 to 1.47	.10	7.33 to 7.47	.52
1.48 to 1.62	.11	7.48 to 7.62	.53
1.63 to 1.77	.12	7.63 to 7.77	.54
1.78 to 1.90	.13	7.78 to 7.90	.55
1.91 to 2.10	.14	7.91 to 8.10	.56
2.11 to 2.19	.15	8.11 to 8.19	.57
2.20 to 2.32	.16	8.20 to 8.32	.58
2.33 to 2.47	.17	8.33 to 8.47	.59
2.48 to 2.62	.18	8.48 to 8.62	.60
2.63 to 2.77	.19	8.63 to 8.77	.61
2.78 to 2.90	.20	8.78 to 8.90	.62
2.91 to 3.10	.21	8.91 to 9.10	.63
3.11 to 3.19	.22	9.11 to 9.19	.64
3.20 to 3.32	.23	9.20 to 9.32	.65
3.33 to 3.47	.24	9.33 to 9.47	.66
3.48 to 3.62	.25	9.48 to 9.62	.67
3.63 to 3.77	.26	9.63 to 9.77	.68
3.78 to 3.90	.27	9.78 to 9.90	.69
3.91 to 4.10	.28	9.91 to 10.10	.70*
4.11 to 4.19	.29	Over \$10	.70*
4.20 to 4.32	.30	Over \$20	1.40*
4.33 to 4.47	.31	Over \$30	2.10*
4.48 to 4.62	.32	Over \$40	2.80*
4.63 to 4.77	.33	Over \$50	3.50*
4.78 to 4.90	.34	Over \$60	4.20*
4.91 to 5.10	.35	Over \$70	4.90*
5.11 to 5.19	.36	Over \$80	5.60*
5.20 to 5.32	.37	Over \$90	6.30*
5.33 to 5.47	.38	Over \$100	7.00*
5.48 to 5.62	.39	Over \$200	14.00*
5.63 to 5.77	.40	Over \$300	21.00*
5.78 to 5.90	.41	Over \$400	28.00*

* On amounts above \$10.00, the tax shall be \$0.07 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula. ST-75 (7-06)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.

If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". Call or write the Division to obtain the proper forms (ST-6205) at:

State of New Jersey Division of Taxation P O Box 252 Trenton, N.J. 08646-0252 (609) 292-9292.

This Certificate of Authority (CA-1) must be displayed at your place of business.

582-330-410/000

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08685

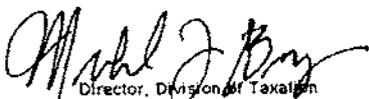
The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected

FIELDTURF USA INC.
175 N. INDUSTRIAL BLVD
CALHOUN GA 30701

Tax Registration No.: **XXX-XXX-410/000**
Tax Effective Date: **09-30-02**
Document Locator No.: **C0000005577**
Date Issued: **06-25-13**


 Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

KIM GUADAGNO
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

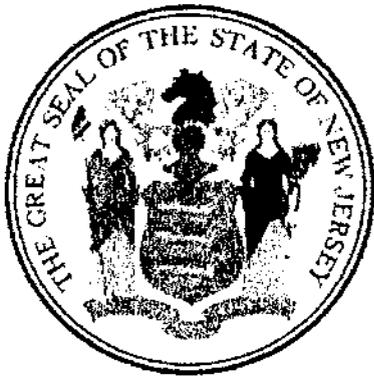
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The FieldTurf USA, Inc. as a Category 1 and 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides
Assistant Director

Issued: 3/5/2013
Certification Number: A0004-08

Expiration: 3/5/2016

PAGE 01/01

Certificate Number
631021

Registration Date: 06/18/2013
Expiration Date: 06/17/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

PUBLIC WORK C.R.

609-633-6591

13:05

06/18/2013

2013

Feldman USA, Inc.

Responsible Representative(s):

Eric Dalieri, President
Souha Azar, Secretary
Marie-France Nantel, Secretary
Alain Tanguay, CFO

Responsible Representative(s):

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

06/26/13

Taxpayer Identification# 582-330-410/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

JUL 02 2013

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08648-0252
TAXPAYER NAME: FIELDTURF USA INC.	TRADE NAME:	
ADDRESS: 175 N. INDUSTRIAL BLVD CALHOUN GA 30701	SEQUENCE NUMBER: 0933885	
EFFECTIVE DATE: 09/06/02	ISSUANCE DATE: 06/26/13	
FORM-BRC		Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING**

FIELDTURF USA INC.

0400015586

With the Previous or Alternate Name

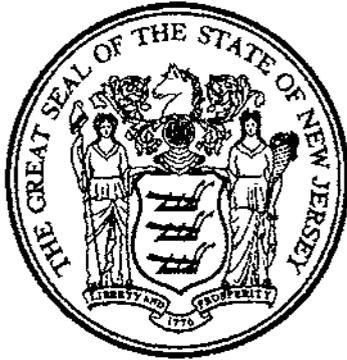
FIELDTURF INTERNATIONAL INC (Previous Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Florida Foreign Profit Corporation was registered by this office on September 4, 2002.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628*



Certification# 123076203

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
16th day of February, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 34146

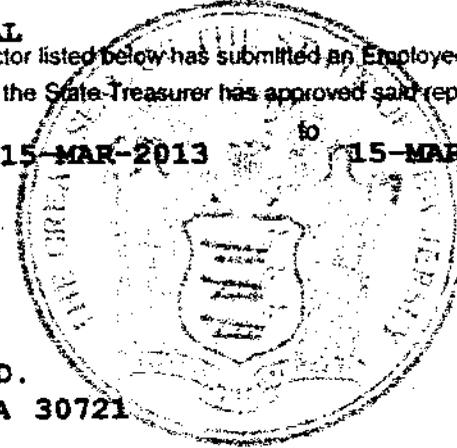
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to **15-MAR-2016**

**FIELDTURF USA, INC.
175 N INDUSTRIAL BLVD.
CALHOUN**

GA 30721



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

**Andrew P. Sidamon-Eristoff
State Treasurer**



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

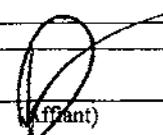
Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: FieldTurf Tarkett USA Holdings, Inc.	Name: N/A
Home Address: 1209 Orange Street, Wilmington, Delaware 19801, USA.	Home Address:
Name: N/A	Name: N/A
Home Address:	Home Address:
Name: N/A	Name: N/A
Home Address:	Home Address:

Subscribed and sworn before me this <u>20th</u> day of <u>March</u> , 2013	 (Affiant)
(Notary Public) <u>Suzanne Ferguson</u> # 202855	<u>Darren Gill, VP - Global Marketing</u> (Print name & title of affiant)
My Commission expires: <u>January 23, 2016</u>	(Corporate Seal)

R 130-14

RESOLUTION OF THE COUNCIL OF THE CITY OF LONG BRANCH REAPPOINTING
MUNICIPAL ASSESSOR JOHN E. BUTOW
EFFECTIVE JULY 1, 2014

WHEREAS, pursuant to N.J.S.A. 40A:9-146, the governing body or chief executive, as shall be the appropriate form of government of the municipality, shall provide for the appointment of a municipal assessor;

WHEREAS, pursuant to N.J.S.A. 40A:9-148, every municipal assessor shall hold his office for a term of four years from the first day of July next following his appointment and vacancies other than due to expiration of term shall be filled by appointment for the unexpired term; and

WHEREAS, pursuant to N.J.S.A. 54:1-35.31, every municipal assessor who is reappointed for a second full four-year term shall receive tenure and shall hold his or her position during good behavior and he shall not be removed therefrom for political reasons but only for good cause shown and after a proper hearing before the director or his designee after due notice.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that it hereby reappoints John E. Butow as Assessor of the City of Long Branch for a second term. Said reappointment thereby provides tenure.

BE IT FURTHER RESOLVED that a certified copy of the within resolution be forwarded to Matthew Clark, Monmouth County Board of Taxation.

MOVED: Bastelli
SECONDED: B. Illings

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 10-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF October, 2014
Kathy L. Schmeltz
MUNICIPAL CLERK, R.E.S.

R# 131-14

**RESOLUTION AMENDING INTER-LOCAL AGREEMENT
SHARED SERVICES WITH TOWNSHIP OF FREEHOLD 2014**

WHEREAS, the City of Long Branch has previously, by passage of Resolution # R7-14, authorized an agreement with the Township of Freehold for Lead Inspector/Risk Assessor services for the City at a hourly rate of \$35.68 and for an annual sum not to exceed \$3,160.08; and

WHEREAS, the City as part of their agreement, services were increased and required to be amended to an hourly rate of \$43.20; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby amends the agreement with **Township of Freehold** for Lead Inspector/Risk Assessor for the City, for an amended hourly amount of **\$43.20 not to exceed \$3,160.80**

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

OFFERED:	<u>Bastelli</u>
SECOND:	<u>Billings</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 6-10-14

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 11 DAY OF JUNE 2014

Kathy L. Schmeltz
MUNICIPAL CLERK, R. O.

R# 132-14

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

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the 2014 taxes shown below be cancelled due to the property being owned by the City of Long Branch and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$2,656.41 and charge 2014 taxes.

BLOCK	LOT	Address	AMOUNT
252	1.03	600 Route 36	2,656.41

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

SEAL OF THE CITY OF LONG BRANCH
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHI L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 6-10-14
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 10TH DAY OF JUNE 2014
Kathi L. Schmidt
 MUNICIPAL CLERK

R# 133-14

**RESOLUTION TO REFUND
OVERPAYMENT OF
2014 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 2014 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 2014 taxes in the amount of \$2,823.23.

BLOCK	LOT	OWNER	AMOUNT
217	31	Chase c/o CoreLogic Account of: Lyons, Joseph Attn: Refund Dept. PO Box 961250 Fort Worth, TX 76161-9858	1,982.73
263	4	Homeselect Settlement Solutions c/o CoreLogic Account of: Wedmer, Ernest & Betty Attn: Refund Dept. PO Box 961250 Fort Worth, TX 76161-9858	840.50

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON 6-10-14
 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 15 DAY OF June 2014
Kathy L. Schmeltz
 MUNICIPAL CLERK, R.M.C.

R# 134-17

**RESOLUTION AWARDING CONTRACT FOR
LEASE/PURCHASE OF THREE (3) DODGE CHARGER PPV
VEHICLES FOR THE POLICE DIVISION**

WHEREAS, the City has the need to lease/purchase three (3) Dodge Charger PPV vehicles for use by its Police Division; and

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for 24 month lease/purchase of a 2013 Dodge Charger PPV (Contract # 13-01) Bid #79508 from Beyer Dodge 200 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$36,131.57 in accordance with the documents annexed hereto, and it is the recommendation of the Police Director that this equipment will meet the Division of Police needs, and that it is in the City's best interest to award a contract to this company for said equipment; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this 24 month lease/purchase from the , **Appro. Line Item #4-01-062-399, in the amount of \$36,131.57**, with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation and/or provision of adequate funds in the 2014 and future budgets

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Beyer Dodge, for lease/purchase of three (3) Dodge Charger PPV (Contract # 13-01) Bid #79508 from Beyer Dodge 200 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$36,131.57 in accordance with the terms and conditions of Cranford Police Cooperative Pricing System contract # 13-01 Bid #79508 for a cost not to exceed \$36,131.57.

BE IT FURTHER RESOLVED that, subsequent to execution of the contract documents by Beyer Dodge, the City Hereby approves assignment of the lease payments to Ford Credit as detailed in the Cranford police Cooperative System proposal.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF June 2014
Kathy L. Scheele
MUNICIPAL CLERK, R. J.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

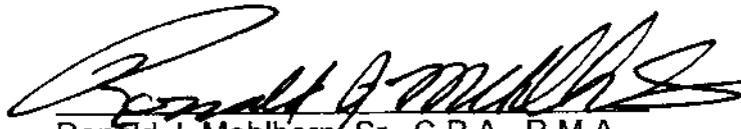
TWO YEAR CONTRACT FOR LEASE PURCHASE POLICE DIVISION (3) VEHICLES

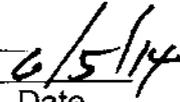
Said contract being made as follows:

FORD MOTOR CREDIT CO.,INC. \$36,131.57

Said funds being available in the form of:

**POLICE DIVISION # 4-01-062-399- \$36,131.57
* CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2014 ADOPTED AND FUTURE BUDGETS.**


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


Date



FORD CREDIT

Municipal Finance Department
1 American Road, MD7500
Dearborn, Michigan 48126

June 4, 2014

Beyer Ford
Attn: Brooks Buxton
170 Ridgedale Ave
Morristown, NJ 07962
Fax: (973) 884-2650, email: bbuxton@beyerfleet.com

Re: Ford Credit Municipal Finance Program Quotation for **City of Long Branch, NJ, Bid #79508**

Please review the following Ford Credit Municipal Finance quotation.

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
3	2013 Dodge Charger	\$69,333.00

All required documentation, municipality's first payment to Ford Credit, and the delivery of the vehicle(s) and/or equipment must take place by 09/30/2014. Otherwise, rates and payments are subject to change. The rates and payment factors are applicable for total amounts funded from \$50,000 - \$74,999.

<u>Total Amount Funded</u>	<u>Number of Payments</u>	<u>Payment Timing</u>	<u>APR</u>	<u>Payment Factor</u>	<u>Payment Amount</u>
\$69,758.00	2	Annual in Advance	7.45%	0.517956	\$36,131.57

Note: To calculate payment amount, multiply total amount funded by the payment factor.

Financing is Subject To:

- Municipality's most recent audited financial statement
- Credit Approval
- Mutually acceptable documentation
- Confirmation from the dealer of actual selling price.

Ford Credit Municipal Finance Program

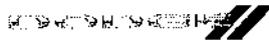
- An underwriting fee of \$425 is required per transaction, not per unit. It can be paid at time of delivery or funded over the term (included above).
- There is no security deposit, no prepayment penalty, and no mileage penalty
- Non-recourse to the dealer. The same as a cash sale from the dealer to the municipal customer.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, and designates Ford Credit, 1 American Road-MD7500, Dearborn, MI 48126, as first lien holder.
- At term end, the municipality buys the equipment for \$1.
- The municipality, as owner of record, is eligible for Ford Governmental Price Concessions or other discounts, to reduce product cost

If you need additional information, please contact me at (800) 241-4199, option 1. Thank you for your interest in Ford Credit Municipal Finance Program.

Sincerely,

Tabitha Crawford

Tabitha Crawford
Marketing Coordinator
tcrawf22@ford.com



BEYER CHRYSLER DODGE JEEP

Quote

RAM

200 Ridgedale Ave.
Morristown, NJ 07936

To:	From: Brooks Buxton		
	Phone/Fax: (973) 319-7009/ (973) 884-2650		
	<table border="1"> <tr> <td>Vehicle Pick Up Location</td> <td>Beyer Fleet 31 Williams Parkway East Hanover, NJ 07936</td> </tr> </table>	Vehicle Pick Up Location	Beyer Fleet 31 Williams Parkway East Hanover, NJ 07936
Vehicle Pick Up Location	Beyer Fleet 31 Williams Parkway East Hanover, NJ 07936		

**2013 DODGE CHARGER POLICE
CRANFORD CO-OP
CONTRACT 101 ITEM #8**

- 3.6L 24-valve VVT V6 engine
- 5-speed automatic transmission
- High speed engine controller
- Engine hour meter
- Autostick automatic transmission
- Hill start assist
- 2.65 axle ratio
- Rear wheel drive
- Severe duty engine cooling
- Engine oil cooler
- 800 CCA maintenance-free battery
- 220-amp alternator
- HD suspension
- Load leveling & height control
- Electro-hydraulic pwr steering
- Performance pwr rack & pinion steering
- 4-wheel anti-lock HD disc brakes
- Dual bright exhaust tips
- 18" x 7.5" steel wheels
- P225/60R18 performance BSW tires
- Bright hub caps
- No rear spoiler
- Lower bodyside body-color cladding
- Black grille w/black honeycomb
- Halogen headlamps
- Auto headlamps
- Black headlamp bezels
- Manual fold-away pwr mirrors
- Body-color mirrors
- Underhood lamp
- Acoustic windshield
- Acoustic front door glass
- Solar control glass
- Variable intermittent windshield wipers
- Front advanced multi-stage airbags
- Supplemental front & rear side curtain airbags
- Supplemental front & rear side airbags
- Front height adjustable shoulder belts
- Integrated rear window antenna
- Reactive head restraints
- Floor carpeting
- Front & rear floor mats
- Tilt & limited telescopic steering column
- Column mounted shift lever
- Leather-wrapped steering wheel
- Instrument cluster w/tachometer
- 160-MPH speedometer
- Outside temp display
- Pwr accessory delay
- Pwr windows w/1-touch up & down feature
- Remote window down
- Speed-sensitive pwr door locks
- Keyless go
- Speed control
- Tip start
- Remote fuel door release
- Sentry Key theft deterrent system
- Pwr trunk lid release
- Rear window defroster
- Glove box lamp
- Black interior accents
- Rearview mirror
- Dual visors w/illuminated vanity mirrors
- Trunk lamp
- Passenger assist handles
- Rear illuminated assist handles
- Cargo compartment dress-up
- All-speed traction control
- Brake assist
- Brake/park interlock
- Hydraulic assist brake booster
- Rain brake support
- Ready alert braking
- Rear center 3-point seat belt
- Tire pressure monitor display

Base Price \$ 23,111.00

6/4/2014

2013 Dodge Charger Options

5.7L V8 Hemi Engine	Incl
HD Cloth Front Bucket Seats w/Vinyl Rear	Incl
6-Way Power Driver Seat	Incl
Black Driver-Side Spot Lamp (LED)	Incl
Deactivate Rear Windows and Door Locks	Incl
Black Vinyl Floor Covering	Incl
Fleet Single Key System	Incl
Power Heated Fold Away Mirrors	Incl
Front Dome Lamp	Incl

Option Total	\$	-
Budget Total	\$	23,111.00

Quote is good for 60 Days

To accept this quotation, sign here and return: _____

CRANFORD POLICE DEPARTMENT

8 Springfield Avenue - Cranford, New Jersey 07016-2199
(908) 272-2222 - Fax (908) 709-7341
VISIT US ON THE INTERNET - www.cranford.com/police

ERIC G. MASON
CHIEF OF POLICE

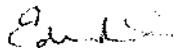
To: Cranford Police Cooperative Pricing System Members
From: Lieutenant Edward R. Davenport
Date: September 25, 2013
RE: Award of Bid - Year 2014 Vehicles

We are pleased to announce that the Cranford Police Cooperative Pricing System has awarded contracts for model year 2014 vehicles by our Township government at their September 24th meeting.

Your agency is eligible under the present *Cranford Police Cooperative Pricing System, System Identifier A7-CPCPS* to take full advantage towards the purchase or lease with an option to purchase of these vehicles whether or not you responded to our initial request earlier this year for approximate needs.

Attached is a listing of the eleven different model vehicles, pricing, and vendor contacts. Please read the specification sheets carefully. You cannot be charged any additional fees for anything listed in the specifications! *It is up to you to make sure the vendor does not charge above the listed price.*

Sincerely,



Edward R. Davenport
Lieutenant of Police
Traffic Division

encl.

TO PROTECT AND SERVE

CRANFORD POLICE COOPERATIVE PRICING SYSTEM
8 Springfield Avenue, Cranford, New Jersey 07016

System Identifier 47-CPCPS

NOTIFICATION OF AWARD

CONTRACT # 13-01: POLICE & ADMINISTRATIVE VEHICLES (2014 Model Year)
Contract Period: September 24, 2013 to August 31, 2014

VENDOR INFORMATION

Vendor: Beyer Ford

Address: 170 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: ~~Beyer Chrysler Jeep Dodge Ram~~

Address: 200 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: Mall Chevrolet

Address: 75 Haddonfield Road, Cherry Hill, New Jersey 08002

Telephone #: 856-662-7000 ext. 183

Fax #: 856-504-0108

Contact Person: Richard DiRenzo

Title: Fleet Manager

E-Mail Address: ret2600@gmail.com

Vendor: Winner Ford

Address: 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034

Telephone #: 856-427-2796

Fax #: 856-428-4718

Contact Person: Rich Coyle

Title: Fleet Sales Representative

E-Mail Address: rcoyle@winnerford.com

Vendor: Carmen Dodge

Address: 196 S Dupont Highway, New Castle, DE 19720

Telephone #: 856-427-2796

Fax #: 856-504-0108

Contact Person: Rich Coyle

Title: Fleet Sales Representative

E-Mail Address: rcoyle@winnerford.com

Item #8: Purchase of Dodge Charger Police RWD, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2014 model or newer.

Make: Dodge	Model: Charger	Year: 2014
Unit Price: \$21,728.00		

Optional Equipment for Item #8 and 8A	Unit Price
1. 5.7L V8 HEMI MDS VVT Engine	\$2,418.00
2. 18" Wheel Covers	\$76.00
3. Floor Carpet	\$157.00
4. Black Heavy Duty Cloth Front Bucket and Rear Bench	\$0.00
5. Entire Fleet Alike Key System	\$221.00
6. Street Appearance Group	\$626.00
7. Delete Deactivated Rear Door/Windows	\$0.00
8. Delete Driver-Side Black LED Spot Lamp	(\$195.00) Credit
9. Compact Spare Tire (instead of full size)	(\$37.00) Credit
10. Solid Paint Color (instead of two tone paint)	(\$100.00) Credit

Item #8A: Lease with an option to purchase of Dodge Charger Police RWD, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2014 model or newer. Specifications for Item #8A are identical to specifications for Item #8.

Make: Dodge	Model: Charger	Year: 2014
--------------------	-----------------------	-------------------

A. 2 Year Lease with an option to purchase

1. First year annual payment	\$11,228.83	/vehicle
2. Second year annual payment	\$11,228.83	/vehicle
3. Lease buyout payment	\$1.00	/vehicle
4. Total Payments to Purchase Outright After 2 Years	\$22,457.66	/vehicle

B. 3 Year Lease with an option to purchase

1. First year annual payment	\$7,633.72	/vehicle
2. Second year annual payment	\$7,633.72	/vehicle
3. Third year annual payment	\$7,633.72	/vehicle
4. Lease buyout payment	\$1.00	/vehicle
5. Total Payments to Purchase Outright After 3 Years	\$22,901.16	/vehicle

Item #9: Purchase of Chevrolet Tahoe 2WD PPV, full size, 4 door SUV or equivalent, new, unused, 2014 model or newer.

Make: Chevrolet	Model: Tahoe 2WD PPV	Year: 2014
Unit Price: \$29,200.00		

Optional Equipment for Item #9 and 9A		Unit Price
1.	Carpet Floor Covering	Not Available
2.	Floor Mats	\$140.00
3.	Single Key, 2 -Sided	\$65.00
4.	Inoperable Rear Door Locks	\$85.00
5.	Inoperable Rear Window Controls	\$85.00
6.	Auxiliary Ground Studs	Standard
7.	Solid Paint Color (instead of two tone paint)	(\$1,100.00) Credit

Item #9A: Lease with an option to purchase of Chevrolet Tahoe 2WD PPV, full size, 4 door SUV or equivalent, new, unused, 2014 model or newer. Specifications for Item #9A are identical to specifications for Item #9.

Make: Chevrolet	Model: Tahoe 2WD PPV	Year: 2014
------------------------	-----------------------------	-------------------

A. 2 Year Lease with an option to purchase

1.	First year annual payment	\$15,378.78	/vehicle
2.	Second year annual payment	\$15,378.78	/vehicle
3.	Lease buyout payment	\$1.00	/vehicle
4.	Total Payments to Purchase Outright After 2 Years	\$ 30,758.56	/vehicle

B. 3 Year Lease with an option to purchase

1.	First year annual payment	\$10,502.98	/vehicle
2.	Second year annual payment	\$10,502.98	/vehicle
3.	Third year annual payment	\$10,502.98	/vehicle
4.	Lease buyout payment	\$1.00	/vehicle
5.	Total Payments to Purchase Outright After 3 Years	\$31,509.94	/vehicle

R# 135-14

**RESOLUTION AWARDING CONTRACT FOR
LEASE/PURCHASE OF ONE CHEVROLET TAHOE 4WD SUV FOR
THE FIRE DEPARTMENT**

WHEREAS, the City has the need to lease/purchase a Chevrolet Tahoe 4WD SUV vehicle for use by its Fire Department; and

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for 36 month lease/purchase of a Chevrolet Tahoe 4WD SUV (Contract # 13-01) Bid #79487 from Mall Chevrolet 75 Haddonfield Road Cherry Hill, NJ for a cost **not to exceed \$31,721.67**, in accordance with the documents annexed hereto, and it is the recommendation of the Fire Chief that this equipment will meet the Fire Department needs, and that it is in the City's best interest to award a contract to this company for said equipment; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this 36 month lease/purchase from the , **Appro. Line Item #4-01-066-399, in the amount of \$10,573.89, 2014 Budget** with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation and/or provision of adequate funds in the 2014 and future budgets

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Mall Chevrolet, for lease/purchase of a Chevrolet Tahoe 4WD SUV vehicle (Contract # 13-01) Bid #79487 from Mall Chevrolet 75 Haddonfield Road Cherry Hill, NJ for a **cost not to exceed \$31,721.67** in accordance with the terms and conditions of Cranford Police Cooperative Pricing System contract # 13-01 Bid #79487.

BE IT FURTHER RESOLVED that, subsequent to execution of the contract documents by Mall Chevrolet, the City Hereby approves assignment of the lease payments to Ford Credit as detailed in the Cranford police Cooperative System proposal.

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

OFFERED: Celli
SECOND: Bullings
AYES: 4
NAYES: 0
ABSENT: 0
ABSTAIN: 1 - Sirianni

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEML, 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 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND APPLIED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14 DAY OF JUNE 2014
Kathy L. Schmel

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:

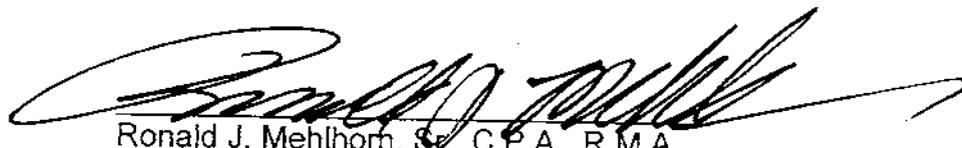
THREE YEAR CONTRACT FOR LEASE PURCHASE FIRE DEPARTMENT

Said contract being made as follows:

FORD MOTOR CREDIT CO.INC. \$10,573.89

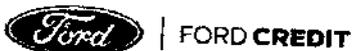
Said funds being available in the form of:

POLICE DIVISION # 4-01-066-399- \$10,573.89
*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2014 ADOPTED AND FUTURE BUDGETS.**



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

6/5/14
Date



Municipal Finance Department
 1 American Road, MD7500
 Dearborn, Michigan 48126

June 2, 2014

Mail Chevrolet
 Attn: Rick DiRenzo
 75 Haddonfield Rd.
 Cherry Hill, NJ 08002
 Fax: (856) 504-0108, email: ret2600@gmail.com

Sergeant Charles Shirley
 cshirley@longbranch.org

Re: Ford Credit Municipal Finance Program Quotation for **City of Long Branch, NJ, Bid #79487**

Please review the following Ford Credit Municipal Finance quotation.

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	2014 Chevrolet Tahoe SSV	\$29,400.00

All required documentation, municipality's first payment to Ford Credit, and the delivery of the vehicle(s) and/or equipment must take place by 09/30/2014. Otherwise, rates and payments are subject to change. The rates and payment factors are applicable for total amounts funded from \$25,000 - \$49,999.

<u>Total Amount Funded</u>	<u>Number of Payments</u>	<u>Payment Timing</u>	<u>APR</u>	<u>Payment Factor</u>	<u>Payment Amount</u>
\$29,825.00	3	Annual in Advance	6.50%	0.354531	\$10,573.89

Note: To calculate payment amount, multiply total amount funded by the payment factor.

Financing is Subject To:

- Municipality's most recent audited financial statement
- Credit Approval
- Mutually acceptable documentation
- Confirmation from the dealer of actual selling price.

Ford Credit Municipal Finance Program

- An underwriting fee of \$425 is required per transaction, not per unit. It can be paid at time of delivery or funded over the term (included above).
- There is no security deposit, no prepayment penalty, and no mileage penalty
- Non-recourse to the dealer. The same as a cash sale from the dealer to the municipal customer.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, and designates Ford Credit, 1 American Road-MD7500, Dearborn, MI 48126, as first lien holder.
- At term end, the municipality buys the equipment for \$1.
- The municipality, as owner of record, is eligible for Ford Governmental Price Concessions or other discounts, to reduce product cost

If you need additional information, please contact me at (800) 241-4199, option 1. Thank you for your interest in Ford Credit Municipal Finance Program.

Sincerely,

Tabitha Crawford

Tabitha Crawford
 Marketing Coordinator
 tcrawf22@ford.com

CRANFORD POLICE DEPARTMENT

8 Springfield Avenue - Cranford, New Jersey 07016-2199
(908) 272-2222 - Fax (908) 709-7341

VISIT US ON THE INTERNET - www.cranford.com/police

ERIC G. MASON
CHIEF OF POLICE

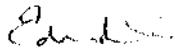
To: Cranford Police Cooperative Pricing System Members
From: Lieutenant Edward R. Davenport
Date: September 25, 2013
RE: Award of Bid - Year 2014 Vehicles

We are pleased to announce that the Cranford Police Cooperative Pricing System has awarded contracts for model year 2014 vehicles by our Township government at their September 24th meeting.

Your agency is eligible under the present *Cranford Police Cooperative Pricing System, System Identifier 47-CPCPS* to take full advantage towards the purchase or lease with an option to purchase of these vehicles whether or not you responded to our initial request earlier this year for approximate needs.

Attached is a listing of the eleven different model vehicles, pricing, and vendor contacts. Please read the specification sheets carefully. You cannot be charged any additional fees for anything listed in the specifications! *It is up to you to make sure the vendor does not charge above the listed price.*

Sincerely,



Edward R. Davenport
Lieutenant of Police
Traffic Division

encl.

TO PROTECT AND SERVE

CRANFORD POLICE COOPERATIVE PRICING SYSTEM
8 Springfield Avenue, Cranford, New Jersey 07016

System Identifier 47-CPCPS

NOTIFICATION OF AWARD

CONTRACT # 13-01: POLICE & ADMINISTRATIVE VEHICLES (2014 Model Year)
Contract Period: September 24, 2013 to August 31, 2014

VENDOR INFORMATION

Vendor: Beyer Ford

Address: 170 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: Beyer Chrysler-Jeep-Dodge-Ram

Address: 200 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: Mall Chevrolet

Address: 75 Haddonfield Road, Cherry Hill, New Jersey 08002

Telephone #: 856-662-7000 ext. 183

Fax #: 856-504-0108

Contact Person: Richard DiRenzo

Title: Fleet Manager

E-Mail Address: ret2600@gmail.com

Vendor: Winner Ford

Address: 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034

Telephone #: 856-427-2796

Fax #: 856-428-4718

Contact Person: Rich Coyle

Title: Fleet Sales Representative

E-Mail Address: rcoyle@winnerford.com

Vendor: Carmen Dodge

Address: 196 S Dupont Highway, New Castle, DE 19720

Telephone #: 856-427-2796

Fax #: 856-504-0108

Contact Person: Rich Coyle

Title: Fleet Sales Representative

E-Mail Address: rcoyle@winnerford.com

Item #10: Purchase of Chevrolet Tahoe 4WD SSV, full size, 4 door SUV or equivalent, new, unused, 2014 model or newer.

Make: Chevrolet	Model: Tahoe 4WD SSV	Year: 2014
Unit Price: \$30,300.00		

Optional Equipment for Item #10 and 10A	Unit Price
1. Carpet Floor Covering	Not Available
2. Floor Mats	\$140.00
3. Single Key, 2-Sided	\$65.00
4. Inoperable Rear Door Locks	\$65.00
5. Inoperable Rear Window Controls	\$85.00
6. Delete Driver's Side Spotlight Installation	\$85.00
7. Auxiliary Ground Studs	Standard
8. Off-Road Suspension Package	Not Available
9. Solid Paint Color (instead of two tone paint)	(\$1,100.00) Credit

Item #10A: Lease with an option to purchase of Chevrolet Tahoe 4WD SSV, full size, 4 door SUV or equivalent, new, unused, 2014 model or newer. Specifications for Item #10A are identical to specifications for Item #10.

Make: Chevrolet	Model: Tahoe 4WD SSV	Year: 2014
------------------------	-----------------------------	-------------------

A. 2 Year Lease with an option to purchase

1. First year annual payment	\$15,949.81	/vehicle
2. Second year annual payment	\$15,949.81	/vehicle
3. Lease buyout payment	\$1.00	/vehicle
4. Total Payments to Purchase Outright After 2 Years	\$31,900.62	/vehicle

B. 3 Year Lease with an option to purchase

1. First year annual payment	\$10,892.97	/vehicle
2. Second year annual payment	\$10,892.97	/vehicle
3. Third year annual payment	\$10,892.97	/vehicle
4. Lease buyout payment	\$1.00	/vehicle
5. Total Payments to Purchase Outright After 3 Years	\$32,679.91	/vehicle

ITEM #10 AND #10A

Item #10: Purchase of Chevrolet Tahoe 4WD SSV, full size, 4 door SUV or equivalent, new, unused, 2014 model or newer.

Item #10A: Lease with an option to purchase of Chevrolet Tahoe 4WD SSV, full size, 4 door SUV or equivalent, new, unused, 2014 model or newer. Vehicles bid under Item #10A must comply with the same specifications as Item #10.

GENERAL SPECIFICATIONS FOR ITEM #10 AND #10A

Air Bags	Dual Stage Frontal, Head Curtain Side-Impact, Seat-Mounted Side-Impact
Air Conditioning	Tri-Zone Manual HVAC w/ High Capacity Air Cleaner
Alternator	160 Amps
Assist Steps	Installed, Black
Audio	AM/FM Stereo w/ MP3 Compatible CD
Axle	3.08
Battery	Dual 660 CCA w/ 80 Amp Hour Rating
Brakes	4-Wheel Antilock, 4-Wheel Disc, VAC Power
Cruise Control	Electronic with Set and Resume Speed
Door Locks	Power Programmable w/ Lockout Protection
Engine	Vortec 5.3L V8 SFI FlexFuel with Active Fuel Management
Floor Covering	Black Rubberized-Vinyl
Glass	Solar-Ray Deep Tinted
Headlamps	Dual Halogen Composite
Keyless Entry	Remote Keyless Entry
Lighting	Dome Lamps, Cargo Lamp, Map Lights
Mirror	Inside Rearview with Manual Day/Night
Mirrors	Outside Heated Power-Adjustable, Manual Folding, Black
Radio Suppression	Braided Brass Straps
Recovery Hooks	Front Frame-Mounted
Seats	Front Buckets w/ Premium Cloth and 6-Way Power Driver and Passenger
Seats	Rear Split Folding 60/40 Vinyl Bench
Skid Plate	Skid Plate Package – Aluminum Front Underbody Shield
Speedometer	120 MPH and Engine Hour Meter
Steering	Power

GENERAL SPECIFICATIONS FOR ITEM #10 AND #10A (CONTINUED)

Steering Wheel	Tilt-Wheel
Suspension	Front Coil-Over-Shock w/ Stabilizer Bar, Rear Multi-Link w/ Coil Springs
Tires	P265/70R17 All Season Blackwall
Tire Pressure	Monitoring System
Tire Spare	Full Size Steel Spare
Transmission	6 Speed Automatic 4WD, Electronically Controlled w/ Overdrive
Wheels	Steel 17" x 7"
Wheel Center Caps	Polish Finish Bolt On Metal
Windows	Power with Driver Express Down and Lockout Features
Windshield Wipers	Front Intermittent Wet-Arm

ADDITIONAL FEATURE SPECIFICATIONS FOR ITEM #10 AND #10A

Body Side Moldings	Installed on 4 Doors
Floor Console Delete	
Delete Daytime Running Lights and Automatic Headlights	
Paint	Black and White- Four Doors and Roof to be White.
Third Row Seat Delete	
Trim	Ebony

OPTIONAL EQUIPMENT FOR ITEM #10 AND #10A

Options will be selected by the members of the Cranford Police Cooperative Pricing System at the time the order is placed. Please use the following general items on the Bid Proposal Form to describe certain information concerning options for vehicles in this bid:

N/A – means item not available

STD – means the item is standard or not an extra charge

1. Carpet Floor Covering
2. Floor Mats
3. Single Key, 2-Sided
4. Inoperable Rear Door Locks
5. Inoperable Rear Window Controls
6. Auxiliary Ground Studs
7. Off-Road Suspension Package
8. Solid Paint Color (instead of two tone paint)

R# 136-14

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the City Council of the City of Long Branch wishes to apply for
Applicant's Unit of Government/Non Profit Organization
funding of approximately \$ 60,000 with a match of \$ 267,900 for an approximate
project total cost of \$ 327,900 for a project under the State of New Jersey
FY14 Safe & Secure Communities Program Grant Program, and
Fill In Name of Program

WHEREAS, the City Council of the City of Long Branch has reviewed the
Applicant's Governing Body/Board of Directors
accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety
and Long Branch Police Department for the purpose described in the application;
Applicant's Unit of Government/Non Profit Organization

THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that
Applicant's Governing Body/Board of Directors

1. As a matter of public policy Long Branch Police Department wishes to
Applicant's Unit of Government/Non Profit Organization
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the
applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

OFFERED:	<u>Bastelli</u>
SECOND:	<u>Billings</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

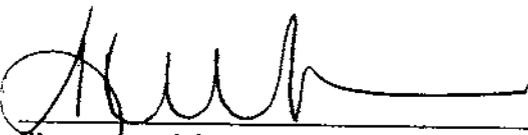
City Council of the City of Long Branch held on the
Applicant's Governing Body/Board of Directors

10 day of June, 20 14 and duly recorded in my office;

that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this 11th day of JUNE, 20 14

SEAL



Signature of Certifying Officer

Mayor Adam Schneider
Title (Mayor, Freeholder-Director,
County Executive, Agency Head,
President, Chairperson of the Board)

Kathy Schmelz, City Clerk
Name of Certifying Officer

STATE OF NEW JERSEY

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



**SFY 2014 PROGRAM ADMINISTRATION
AND FUNDING GUIDELINES**

January 2014



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STATE OF NEW JERSEY
SAFE AND SECURE COMMUNITIES GRANT PROGRAM

PROGRAM ADMINISTRATION AND FUNDING GUIDELINES

I. ADMINISTRATION

This document has been compiled to assist applicants with the application process, program development and implementation, reporting requirements, and state compliance issues. *Grantees are bound by changes made in state law and policy regardless of inclusion in these guidelines.*

In 1993, the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq., was designed to provide municipalities with funding to add law enforcement personnel vital to effective police operations and other crime reduction strategies as warranted by the needs of the community. The act established a "Safe Neighborhood Services Fund" in which a \$75 assessment imposed upon any criminal conviction is used to support the Safe and Secure Communities Grant Program (Safe and Secure grant program).

Under the Safe and Secure Communities Act, municipalities are eligible to receive grant funding if: (1) they have a police department and their number of violent and nonviolent crimes per police officer exceeds 70 percent of the state wide average (as reported in the 1991 *Uniform Crime Report, Crime in New Jersey* (UCR)), (2) they applied for this program within the first two years, and (3) received an award letter for a personnel grant.

Participation in the Safe and Secure Communities Program requires a municipality to agree not to reduce its regular complement of officers and other law enforcement personnel during any given grant period. The regulations for the program calculate the complement of officers based on the data published in the 1993 UCR. A reduction in the complement of officers below the full required complement (those added with grant funds) will result in a proportionately reduced or total loss of the grant award. Municipalities are required to match grant funds by paying all fringe benefits and salary expenses above the grant award.

Funding allocations are based on a formula that takes into account a participating municipality's police need or workload, measured by the number of violent and nonviolent crimes, divided by that municipality's number of police officers. N.J.A.C. 13:79-3.5.

Funding for the Safe and Secure grant program depends on program revenues in the Safe Neighborhoods Services Fund. Future budgetary shortfalls are likely, and applicants are encouraged to identify alternative funding sources. Additionally, receipt of these grant funds is contingent upon the timely filing of grant applications as well as all financial and programmatic reports.

Municipalities that receive funding are required to notify the Program Development/Grants Section staff in writing if their complement of officers drops below the full required complement (those added with grant funds). The Grantee is required to report its total complement of officers each quarter on the financial reports (Detailed Cost Statements).

The Division of Criminal Justice's Program Development and Grants Section (DCJ) administers and monitors subgrants awarded under the Safe and Secure Communities Grant Program. Staff from the Program Development and Grants Section is available to assist with the development of the application and provide technical assistance during the implementation of the program.

All inquiries concerning the grant application process should be addressed to:

Program Development/Grants Section
Division of Criminal Justice
25 Market Street, 4th Floor, West Wing
P.O. Box 085
Trenton, N.J. 08625-0085

Main No.: (609) 292-5939
Fax No.: (609) 292-1451

II. APPLICATION REQUIREMENTS

A. SUBMISSION

Applications are due within sixty (60) days of the issuance of the notification letter from the DCJ Program Development/Grants Section. One original and two copies of the application must be submitted, including all grant application forms with original signatures. (See Part I and II). *Unless otherwise noted, the head of the Grantee local unit of government (Mayor, Chief Executive or Village President) should sign these documents.*

B. GRANT APPLICATION

The goal of the Safe and Secure Communities Program is to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

Applicants must complete and return the following:

1. The Applicant Information Form.
2. The Program Application Narrative.
3. The Budget Detail.

These application documents are found in Part I.

4. The Application Authorization, Grant Agreement Certification, General Conditions and Assurances, and Special Conditions.
5. A Resolution of Participation and Certification of Recording Officer.

These application documents are found in Part II.

DCJ reserves the right to decline any application for funding and to award grants in amounts that may be other than offered or requested.

III. BUDGET AND FISCAL GUIDELINES

A. ALLOWABLE COSTS

Under the Safe and Secure grant program, allowable costs are limited to offset the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1.

B. PROHIBITION OF SUPPLANTING

Funds received from the Safe and Secure Communities Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.

C. UNALLOWABLE COSTS

The Safe and Secure Program specifically prohibits the use of grant funds to pay for fringe benefit expenses associated with the salary of personnel funded under the program. Grant funds cannot be used to make any overtime payments. Costs incurred outside the project period (before or after) are not allowable.

D. BUDGET CATEGORY

The budget categories appearing on the application form (see Part I, Budget Detail) are explained below. Note that applicants should use whole dollars only when itemizing costs.

SALARIES AND WAGES, FRINGE BENEFITS

List each position for which funds are requested (i.e., police officer or other law enforcement personnel), indicate the total annual salary of each, the amount funded by the program, and the local match for fringe benefit expenses, (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), fringe rate, other related costs, and any authorize expenses above the grant award.

IV. APPLICATION AUTHORIZATION

The submission of any grant application requires the signature of the applicant unit of government's mayor, chief executive or village president (see Part II, Application Authorization) and Project Director indicating that the application is authorized by the municipal government. Signature indicates that the information provided within the application is truthful, accurate and complete, the applicant intends to comply with all requirements regarding the use of grant funds, and will use the grant funds to carry out the project as described in the application. The Project Director and Chief Executive Officer also acknowledge that they are responsible for authorizing expenditures and disbursing grant funds. The Grantee certifies that all grant funds will be used exclusively for the purposes specified in the grant award, it shall not reduce its regular complement of police officers and other law enforcement personnel during the grant period, it shall pay all fringe benefit expenses and all costs in excess of the grant award, and it will comply with the provisions of the Safe and Secure Communities Act, N.J.S.A. 52: 17B-159, et seq. and regulations, N.J.A.C. 13:79-1 et seq. The Grantee also identifies the number of regular, sworn, municipal appointed officers, who have the full power to arrest, exercise police powers and enforce New Jersey criminal and motor vehicle laws.

V. RESOLUTION

All units of local government are required to include a Resolution of Participation as part of the official grant application. The resolution should state that the applicant unit of government is applying for funding under the appropriate grant program and that the application has been reviewed and approved by the governing body. The applicant must certify that it will participate fully as a joint effort between the unit of government and the Department of Law and Public Safety (L&PS), for the purpose described in the application. Finally, the resolution must specify that DCJ will receive and review the application; and DCJ is authorized to initiate allocations to each applicant.

The Resolution of Participation must be certified by the recording officer and should contain the official seal. A sample format for the Resolution of Participation can be found in Part II.

VI. CIVIL RIGHTS COMPLIANCE

Applicants and their contractors are required to comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. Applicants are expected to comply with all applicable New Jersey regulations, policy, and guidelines.

VII. DEBARMENT

Applicants and their subcontractors should not obtain goods and services from other agencies which are debarred, suspended or disqualified from doing business with the State of New Jersey.

Applicants are also expected to comply with state Executive Order No. 34 (March 17, 1976), and state circular letter OMB 93-13-GSA regarding debarments, suspensions & disqualifications. The State Department of Treasury has an on-line, searchable database of those individuals, corporations, and agencies who are debarred from conducting business with the State of New Jersey: <http://www.state.nj.us/treasury/debarred/>. In the performance of any grant, Grantees cannot conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

VIII. NEW JERSEY PENALTIES FOR CORRUPTION OF PUBLIC RESOURCES

While enacting ethics and government corruption reforms, the New Jersey Legislature enacted Public Law 2007, Chapter 158, which makes knowingly misusing public resources for an unauthorized purpose a crime. N.J.S.A. 2C:27-12. Under the Crime of Corruption of Public Resources, an individual commits a crime if (1) the public resource “is subject to an obligation to be used to perform or facilitate the performance of a governmental function or public service,” (2) a person knowingly uses a public resource for an unauthorized purpose, or (3) a person makes “a material representation that is false to a government agency . . . to obtain or retain a public resource, or with the purpose to mislead or deceive any person as to the use or disposition of a public resource.” Id. The Legislature defines “public resource” as including grants awarded by the government. Id. Convictions under this act could result in a 20-year prison term and \$200,000 fine. Id. The Legislature also enhanced public corruption penalties under the Public Corruption Profiteering Penalty Act, N.J.S.A. 2C:30-8, which subject individuals convicted under public corruption laws, including N.J.S.A. 2C:27-12, to fines up to \$500,000. Under N.J.S.A. 2A:32C-3, a person shall also be subject to civil penalty and treble damages for making false claims under New Jersey’s False Claims Act.

IX. GRANTEE OFFICIAL FILE

Grantees are required to maintain a master file for grant documents. The following documents must be available for on-site review by DCJ program monitors and auditors:

- A. Copy of approved application for the grant including: grant contract; Applicant Information Form; Program Application Narrative; Budget Detail; Application Authorization; General Conditions and Special Conditions; and DCJ budget; copy of award letter; copies of all project modification requests; grant adjustments; and related written approvals from DCJ.
- B. Copies of all Detailed Cost Statements and the Final Grant Narrative Report.
- C. Personnel information: Copies of all payroll evidence, staff assignment forms, and time reports and certifications.

- D. Banking Information: Cash verification, receipts documentation, check register, canceled checks, and bank statements.

X. REPORTING PROCEDURES

Grantees are required to submit timely quarterly financial reports (Detailed Cost Statements - Part III), and a Final Grant Narrative Report (Part III) to DCJ. *If these reports are not submitted as required, DCJ may, at its discretion, suspend payments and possibly reduce or terminate the grant award.*

A. PROGRAMMATIC REPORTS

Grantees are required to submit a Final Grant Narrative Report to DCJ which assesses the overall impact of the program and determines whether the program accomplished its goals. The report should be submitted to DCJ summarizing project activities and program impact within fifteen (15) days of the end of the grant period.

Grantees must submit the Final Grant Narrative Report with their Final Detailed Cost Statement.

NOTE: If a Grantee is submitting its application near the end of its project grant period, the Grantee should submit the Final Grant Narrative Report with its application.

B. FINANCIAL REPORTS

The Grantee is required to submit financial expenditure reports or Detailed Cost Statements (DCS) comparing actual expenditures with the approved budget.

Each Grantee is required to report its complement of officers on the quarterly Detailed Cost Statement.

Grantees are required to submit **quarterly** Detailed Cost Statements (DCS). Two (2) DCS forms with original signatures should be sent, *via regular mail*, to the DCJ Program Development/Grants Section within **fifteen (15)** days after the end of each quarter. A copy of the DCS is included in the Part III. For each funding request, a separate State of New Jersey Payment Voucher (See Part III) must be submitted.

At the end of the grant term, the Grantee is required to file a Final DCS to document the receipt and expenditure of all grant funds.

NOTE: If a Grantee is submitting its application near the end of its project grant period, the Grantee should submit the quarterly DCS reports with its application.

XI. BUDGET REVISION AND MODIFICATION

The grant budget is the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process.

- A. Grantees are required to report deviations from the approved budget and receive prior written approvals for budget revisions and modifications in excess of \$100. To request a budget revision, Grantees should submit a written explanation and complete DCJ Grant Adjustment Request Form (Part III).
- B. The Grantee shall request approval in writing, from DCJ, when there is reason to believe a revision or modification will be necessary for the following reasons:
 - 1. Changes in the scope, objective, key personnel, timing of the project or program, or deviations from the approved budget.
 - 2. The need to extend the grant period.
 - 3. Reduction in police officer complement below the full required complement based on the 1993 Uniform Crime Report listing the number of police officers plus those added with grant funds.

XII. GRANTEE FISCAL RESPONSIBILITY

The Grantee must maintain a bookkeeping system, records, and files to account for all grant monies spent and all matching funds contributed to the project. While a preferred system is not specified, Grantees are expected to conform to accepted accounting standards.

A. FINANCIAL MANAGEMENT SYSTEM

The Grantee is responsible for maintaining an adequate financial management system and will immediately notify DCJ when it cannot comply with these requirements.

- 1. The Grantee's financial management system shall provide for:
 - a. Financial Reporting:

Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.

b. Accounting Records:

Records that accurately and timely identify the source and application of funds for grant supported activities. These records must contain information pertaining to the receipt of grant funds by source, authorizations, obligations, unobligated and unexpended balances, assets, liabilities, outlays or expenditures and income.

c. Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes. Controls must be established to ensure that expenditures charged to grant activities are readily available to certify that such charges are accurate.

d. Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for grant funds and required non-state expenditures. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information.

e. Allowable Cost:

Procedures for determining reasonableness, allowability, and allocation of costs generally consistent with the provisions of Federal and State requirements.

f. Source Documentation:

Accounting records are supported by source documentation.

g. Cash Management:

Procedures to minimize the time elapsing between the advance of funds from DCJ and the disbursement by the Grantee, whenever funds are advanced by DCJ.

B. AUDIT REQUIREMENTS

Recipients of Federal or state funds must comply with Federal and state audit requirements. (Federal, OMB Circular No. A-133 Revised and State Department of the Treasury, State Circular Letter, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 04-04-OMB.) The Department of Law and Public Safety may require the submission of an "Audit Requirements Form".

1. For applicants that receive State financial assistance of \$100,000 or more (not including Federal pass-through funds), annually must have either:
 - a. financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or
 - b. program-specific audit performed in accordance with OMB Circular No. A-133 Revised and state policy.

2. For applicants that receive Federal financial assistance, (which consists of funds received from the Federal Government or Federal funds passed through state agencies), of \$500,000 or more, annually must have:
 - a. single audits performed, or
 - b. program-specific audits performed in accordance with OMB Circular No. A-133 Revised and state policy.

C. GENERAL AND SPECIAL CONDITIONS

Special consideration should be given to the following general conditions pertaining to the administration of subgrants:

1. RETENTION OF RECORDS

All grant records of the Grantee, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records, must be retained for a period of at least seven years. The retention period starts from the date of the receipt of the final expenditure report.

Records must be retained beyond the seven-year period if an audit is in progress and/or findings of a completed audit have not been resolved

satisfactorily. Also, records must be retained beyond seven years if there is any litigation, claim, negotiation, or action started before the end of the seven year period.

2. FUND PAYMENT

All payments made to the Grantee will be recorded by the Grantee in **accounting records separate from all other fund accounts**, including funds derived from other grant awards. Amounts paid shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as DCJ may prescribe.

3. USE OF GRANT FUNDS

Funds granted may be used only for the purpose required to carry out the grant as approved and identified in the DCJ Approved Project Budget and Grant Award.

4. PROJECT INCOME (MONIES RECEIVED AND EXPENDED)

All interest or other income earned by the Grantee with respect to grant funds or as a result of conduct of the program (sale of publications, registration fees, service charges on fees, etc.) is deemed program income. According to State Circular on Grant Agreements - Agency Contracts, 07-05-OMB, program income includes any interest earned of \$250 or more in a fiscal year on advances of grant funds.

Program income must be added to funds committed to the program to further eligible program objectives.

In addition, the amount of these funds expended during the current report period must be reported. All program income must be accounted for and the use of program income must be shown on the **detailed cost statements** and included in the final fiscal report.

5. OBLIGATION OF GRANT FUNDS

Grant funds must be used only for expenditures taking place during the subgrant award period. Expending or obligating grant funds occurs when

funds are encumbered (e.g., purchase order, requisition) for an approved project budget item during the subgrant period. Funds that are not obligated within the grant award period will lapse and revert back to DCJ. Obligations outstanding at the end date of the grant period must be liquidated within forty-five (45) days. Grantees will be required to submit additional monthly DCS during the liquidation period.

6. EMPLOYEE TIME REPORTS

Applicants must keep detailed time reports showing actual time worked on a grant. The reports should reflect the actual activity of each grant funded personnel and signed by the employee. These reports should be reviewed and approved on a regular basis by a supervisor having first-hand knowledge of the work performed.

The Applicant must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked; and the signatures of the employee and supervisor.

D. FISCAL REQUIREMENTS

1. A separate account for the grant project with separate accountability of receipts, expenditures, and balances for each fiscal budget period.
2. Itemization of all supporting records of grant receipts, expenditures and state/local contributions (if applicable) in sufficient detail to show exact nature for each fiscal budget period.
3. Provision of data and information for each expenditure and state/local contributions with proper reference to a supporting voucher or bill properly approved.
4. Maintenance of payroll authorizations and vouchers.
5. Maintenance of a hourly time-reporting system for personnel charged to the grant and state/local contributed services (if applicable).
6. Maintenance of records supporting charges for fringe benefits.

7. Provisions for payment by check.

XIII. MONITORING OF PROGRAM PERFORMANCE

- A. The Grantee must assure that performance goals are being achieved.
- B. The Grantee shall inform DCJ of the following types of conditions which affect program objectives and performance as soon as they become known:

Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DCJ assistance required to resolve the situation.

- C. DCJ may, at its discretion, make site visits to:
 1. Review program accomplishments and management control systems.
 2. Provide such technical assistance as may be required.
 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XIV. REQUIREMENTS FOR LOCAL UNITS OF GOVERNMENT

The following budgetary and accounting procedure issued by the Director, Division of Local Government Services, Department of Community Affairs, should be observed in the development of grant budgets for local units of government which receive grant awards administered through DCJ.

- A. All DCJ grants shall be processed through the budget of the local unit at the time of the adoption of the budget or by a budget amendment utilizing N.J.S.A. 40 A:4-87. No such grants shall be accounted for through the "Trust Fund" as dedication by rider.
- B. All such grants shall be designated in the local budget as follows:

REVENUE: DCJ Grant No. P-6079-14

APPROPRIATION:

State Grant:

DCJ Grant No.

P-6079-14

- C. The appropriation shall be a separate line item without a designation as to "Salaries and Wages" and "Other Expenses" and shall not be made a part of any existing appropriation.
- D. The revenue, when anticipated at the time that the budget of a local unit is introduced, shall be a "Special Item of Revenue with Prior Written Consent of the Director of Local Government Services."
- E. Since most DCJ grants, cover a fiscal year other than as provided by statute for New Jersey local units, the appropriation as budgeted may be set up as a "Reserve" from which commitments and charges can be made beyond the calendar year.

The revenue anticipated can be fully realized with any amount not received which is set up as a receivable and pledged to surplus. However, it is the determination of the Director of Local Government Services that the portion of non-cash surplus attributed to the receivable will not be allowed to be anticipated in the following year's budget as surplus. This requires prior written consent of the Director of Local Government Services, Department of Community Affairs, P.O. Box 803, Trenton, N.J. 08625-0803, (609) 292-4806, www.nj.gov/dca/lgs.

STATE OF NEW JERSEY

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



PART I

**SFY 2014 APPLICATION DOCUMENTS
TO BE COMPLETED AND RETURNED**



January 2014

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

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STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION CHECK LIST

SUBGRANTEE: City of Long Branch

INSTRUCTIONS: The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 1 copy of the completed application.

APPLICATION:

PART I

- Applicant Information Form
- Program Application Narrative (Provided by Applicant)
- Project Budget Detail Form

PART II

- Application Authorization (Signed by Mayor and Project Director)
- General Conditions and Special Conditions (Signed by Mayor)
- Resolution of Participation and Certification of Recording Officer

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. ALL OF THE ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION.**

Applicant Information Form

Safe and Secure Communities Program

Project Duration Period (when to when): June 3,2014 – June 2 , 2015	Grant No.:P-6079-14
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Municipality: City of Long Branch

Address: 344 Broadway

City: Long Branch	State: NJ	Zip Code + 4: 07740-6938	County: Monmouth
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Name and Title of Chief Executive/Mayor: Adam Schneider

Street Address, City, State, Zip Code + 4: (if different from above):

Telephone: 732-222-7000	Ext. 5640	Email: aschneider@longbranch.org	Fax: N/A
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Police Department: City of Long Branch Police Department

Address: 344 Broadway

City: Long Branch	State: NJ	Zip Code + 4: 07740-6938	County: Monmouth
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Agency Website: Longbranch.org	Start of Fiscal Year: January 1 <i>(i.e., Jan, July, Oct)</i>	Federal ID Number: 21-60000806
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Name and Title of Project Director: Jason S. Roebuck
(co-signer on financial reports)

Street Address, City, State, Zip Code + 4: (if different from above):

Telephone: 732-222-1000	Ext. 5220	Email: jroebuck@longbranch.org	Fax: N/A
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Name and Title of Contact Person: Charles F. Shirley Jr.
(Person directly responsible for project operations)

Street Address, City, State, Zip Code + 4: (if different from above):

Telephone: 732-222-1000	Ext. 5462	Email: cshirley@longbranch.org	Fax: N/A
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Name and Title of Chief Financial Officer: Ronald Mehlhorn
(Person who co-signs financial reports)

Street Address, City, State, Zip Code + 4: (if different from above):

Telephone: 732-222-7000	Ext. 5650	Email: rmehlhorn@longbranch.org	Fax: N/A
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**SAFE AND SECURE COMMUNITIES PROGRAM
PROGRAM APPLICATION NARRATIVE**

SUBGRANTEE: City of Long Branch

GRANT NUMBER: P- 6079-14

PROJECT DURATION: June 3, 2014 to June 2, 2015

Total Number of Sworn Law Enforcement Officers: 81

Number of Officers funded by the grant: 2

Number of Civilians funded by the grant: 0

GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

See Attached Letter

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

See Attached Letter

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:

See Attached Letter

Applicant: City of Long Branch

Grant # P- 6079-14

Budget Detail Form

COST ELEMENT	State Share	Local Match	Project Total
A. Salaries and Wages			
Rank and Name of Each Grant Funded Person			
List the names and salaries of personnel assigned to the grant:			
<u>Corporal Raul Aponte</u>	\$30,000.00	<u>\$82,933.00</u>	<u>\$112,933.00</u>
<u>Corporal Joseph Graziano</u>	\$30,000.00	<u>\$82,933.00</u>	<u>\$112,933.00</u>
A-1. Fringe Benefits			
		<u>\$102,034.00</u>	<u>\$102,034.00</u>
	<u>\$60,000.00</u>	<u>\$267,900.00</u>	<u>\$327,900.00</u>



1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

The Safe and Secure Communities Program Officers, in addition to standard patrol duties, are assigned to perform community-policing functions within the City of Long Branch. The City of Long Branch happens to have a sizable undocumented population. Corporal Aponte's ability to communicate and relate to member of Hispanic community is critical to our law enforcement efforts. This is particularly important in light of the anonymity and insulation from law enforcement, associated with illegal immigrant's status. This is true in cases wherein these individuals are victims, witnesses or potential suspects. Corporal Graziano, in addition to his knowledge of and relationships with the community has forged a close relationship with the all segments of the community. We have had persistent difficulties associated with undocumented members of these communities violating the provisions of New Jersey motor vehicle laws, with respect to false documents and falsely obtained registrations. It constitutes a widely recognized issue for our department. Corporal Graziano was born and raised in this community and has maintained several important relationships since early childhood which have assisted our agency in resolving several crimes and quality of life issues.

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

In cultivating and enhancing our department's knowledge and relationships with our largely illegal Central and South American populations, our Safe and Secure Communities Program funded Officers provide a vital function, with respect to public safety in the City of Long Branch. By and large, law enforcement solves crimes because law enforcement either is familiar with the participants or has "informants" within the participant's community. When dealing with illegal populations, who by virtue of their status, are insulated from law enforcement generating specific individual relationships between police officers and civilians is a critical element in our investigations. Corporal Aponte and Graziano have both been very successful in this regard and have enhanced our department's ability to address the issue of crime in our jurisdiction.

Corporal Aponte is currently assigned to the patrol division. He continues to live in the community he serves, because of this there is tremendous interaction with the community. Corporal Aponte is well-liked member of this agency among both his co-workers and the community at large. He speaks English as well as Spanish fluently and his translations have been instrumental in numerous investigations. He continues to willfully assist with translations for other agencies including municipal court and surrounding jurisdictions.

Corporal Graziano is currently assigned to the patrol division, Urban Enterprise Zone and has served with distinction. Corporal Graziano continues to be one of the most active officers in creating and maintaining community partnerships. He is the departments lead officer in creating relationships with the business owners in the city and has done a fantastic job identifying problems prior to them becoming a public safety issue.

STATE OF NEW JERSEY

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



PART II

**SFY 2014 APPLICATION DOCUMENTS
TO BE COMPLETED, SIGNED
AND RETURNED**

January 2014



**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

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**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Division of Criminal Justice to participate in the State's Safe and Secure Communities Program

at an estimated total project cost of \$ 327,900.00.

On behalf of the unit of government, the undersigned certifies and agrees that:

1. The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Grantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As the duly authorized representative of the Grantee, I ensure that the Grantee will use these grant funds to carry out the project and activities specifically described in the application.
4. As the duly authorized representative of the Grantee, I am responsible for authorizing expenditures and disbursements of grant funds.
5. As the duly authorized representative of the Grantee, I ensure that the Grantee will comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. All grant funds shall be used exclusively for the purposes specified in the grant award.
7. The Grantee shall not reduce its baseline regular complement of police officers and other law enforcement personnel during the grant period.
8. The Grantee shall pay all fringe benefit expenses and all costs in excess of the grant award.

9. The Grantee will comply with all conditions applicable to grants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq.
10. As of the date of this document, the Grantee municipal police department's number of regular, sworn, appointed municipal officers, who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State, is as follows:

<u>81</u>	Police Officers	<u>30</u>	Other Law Enforcement Personnel (non-police employees who enhance a project's law enforcement capacity)
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This application consists of the following attachments in addition to this form:

1. Applicant Information Form.
2. Program Application Narrative.
3. Budget Detail.
4. General Conditions and Special Conditions.
5. Resolution of Participation and Certification.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to N.J.S.A. 2C:28-3.

City of Long Branch
Grantee Municipality

Grant # P- 6079 - 14

Mayor Adam Schneider
Printed Name
(Mayor, Chief Executive or Village President)

Signature
(Mayor, Chief Executive or Village President)

Date

Jason S. Roebuck
Printed Name of Project Director

Signature of Project Director

Date

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS

1. The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circular Letters (State Circular Letter) generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
4. The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.
5. The Grantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current plan on file. The Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Grantee will forward a copy of the finding to DCJ.

6. The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
9. The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
10. The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as DCJ may prescribe.
11. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Grantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Grantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to DCJ any changes in its fiscal year.
12. The Grantee agrees that grant funds will be used only for allowable costs as determined according to applicable Federal cost principles specific to the Grantee (e.g., Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
13. The Grantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this grant. The

State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

14. The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, DCJ and the State of New Jersey.
15. The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via DCJ Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Grant Adjustment Request Form.
16. The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. State Circular Letter Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds. The use of program income must be shown on the detailed cost statements.
17. The Grantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall

include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

18. The Grantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
19. Unless otherwise directed by DCJ, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
20. Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
21. The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
22. If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.
23. If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
24. When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.
25. The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
26. L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
27. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
28. The Grantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Grantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - iii. Is not financially stable.

- iv. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - v. Has not conformed to terms and conditions of previous awards.
 - vi. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
- i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
- i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
29. The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
30. The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

31. The Grantee agrees that it shall be solely responsible for and shall defend, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **Prohibition of Supplanting:** Funds received from the Safe and Secure Communities Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Division of Criminal Justice (DCJ), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
4. **Baseline Regular Complement:** The Grantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Grantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of

complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.

6. **Match Requirement:** The Grantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Grantee will also agree to satisfy any State requirement on matching and cost sharing.
7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
9. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final DCS and Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other Safe and Secure grant awards for delinquent reporting.*
10. **Availability of Grant Funds:** The Grantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

City of Long Branch
Grantee Municipality

Grant # P- 6079 - 14

Adam Schneider
Printed Name
(Mayor, Chief Executive or Village President)

Signature
(Mayor, Chief Executive or Village President)

Date

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the City Council of the City of Long Branch wishes to apply for
Applicant's Unit of Government/Non Profit Organization
funding of approximately \$ 60,000.00 with a match of \$ 267,900.00 for an approximate
project total cost of \$ 327,900.00 for a project under the State of New Jersey
FY14 Safe & Secure Communities Program Grant Program, and
Fill In Name of Program

WHEREAS, the City Council of the City of Long Branch has reviewed the
Applicant's Governing Body/Board of Directors
accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety
and Long Branch Police Department for the purpose described in the application;
Applicant's Unit of Government/Non Profit Organization

THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that
Applicant's Governing Body/Board of Directors

1. As a matter of public policy Long Branch Police Department wishes to
Applicant's Unit of Government/Non Profit Organization
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the
applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

City Council of the City of Long Branch held on the
Applicant's Governing Body/Board of Directors

10 day of June, 2014 and duly recorded in my office;

that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20_____

SEAL

Signature of Certifying Officer

Mayor Adam Schneider
Title (Mayor, Freeholder-Director,
County Executive, Agency Head,
President, Chairperson of the Board)

Kathy Schmelz, City Clerk
Name of Certifying Officer

R# 137-14

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF ONE DODGE CHARGER PPV FOR THE FIRE BUREAU**

WHEREAS, the City has the need to purchase an Dodge Charger vehicle for use by its Fire Bureau Division; and

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for purchase of a 2013 Dodge Charger PPV (Contract # 13-01) from Beyer Dodge 200 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$23,111.00, in accordance with the documents annexed hereto, and it is the recommendation of the Building & Development Director that this equipment will meet the Division of Fire Bureau needs, and that it is in the City's best interest to award a contract to this company for said equipment; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the , **Appro. Line Item #T-14-100-121, in an amount not to exceed \$23,111.00.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Beyer Dodge, for purchase of a 2013 Dodge Charger PPV (Contract # 13-01) from Beyer Dodge 200 Ridgedale Avenue Morristown, NJ for a cost not to exceed \$23,111.00 in accordance with the terms and conditions of Cranford Police Cooperative Pricing System contract # 13-01 **for a cost not to exceed \$23,111.00.**

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 10th DAY OF June, 2014
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

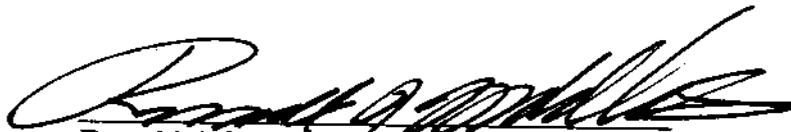
VEHICLE FIRE BUREAU

Said contract being made as follows:

BEYER DODGE \$ 23,111.00

Said funds being available in the form of:

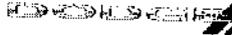
TRUST APPRO. # T-14-100-121 \$23,111.00



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

6/5/14
Date

6/4/2014



BEYER CHRYSLER DODGE JEEP RAM Quote

200 Ridgedale Ave.
Morristown, NJ 07936

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009/ (973) 884-2650
	Vehicle: Beyer Fleet
	Pick Up: 31 Williams Parkway
	Location: East Hanover, NJ 07936

**2013 DODGE CHARGER POLICE
CRANFORD CO-OP
CONTRACT 101 ITEM #8**

- 3.6L 24-valve VVT V6 engine
- 5-speed automatic transmission
- High speed engine controller
- Engine hour meter
- Autostick automatic transmission
- Hill start assist
- 2.65 axle ratio
- Rear wheel drive
- Severe duty engine cooling
- Engine oil cooler
- 800 CCA maintenance-free battery
- 220-amp alternator
- HD suspension
- Load leveling & height control
- Electro-hydraulic pwr steering
- Performance pwr rack & pinion steering
- 4-wheel anti-lock HD disc brakes
- Dual bright exhaust tips
- 18" x 7.5" steel wheels
- P225/60R18 performance BSW tires
- Bright hub caps
- No rear spoiler
- Lower bodyside body-color cladding
- Black grille w/black honeycomb
- Halogen headlamps
- Auto headlamps
- Black headlamp bezels
- Manual fold-away pwr mirrors
- Body-color mirrors
- Underhood lamp
- Acoustic windshield
- Acoustic front door glass
- Solar control glass
- Variable intermittent windshield wipers
- Front advanced multi-stage airbags
- Supplemental front & rear side curtain airbags
- Supplemental front & rear side airbags
- Front height adjustable shoulder belts
- Integrated rear window antenna
- Reactive head restraints
- Floor carpeting
- Front & rear floor mats
- Tilt & limited telescopic steering column
- Column mounted shift lever
- Leather-wrapped steering wheel
- Instrument cluster w/tachometer
- 160-MPH speedometer
- Outside temp display
- Pwr accessory delay
- Pwr windows w/1-touch up & down feature
- Remote window down
- Speed-sensitive pwr door locks
- Keyless go
- Speed control
- Tip start
- Remote fuel door release
- Sentry Key theft deterrent system
- Pwr trunk lid release
- Rear window defroster
- Glove box lamp
- Black interior accents
- Rearview mirror
- Dual visors w/illuminated vanity mirrors
- Trunk lamp
- Passenger assist handles
- Rear illuminated assist handles
- Cargo compartment dress-up
- All-speed traction control
- Brake assist
- Brake/park interlock
- Hydraulic assist brake booster
- Rain brake support
- Ready alert braking
- Rear center 3-point seat belt
- Tire pressure monitor display

Base Price \$ 23,111.00

6/4/2014

2013 Dodge Charger Options

5.7L V8 Hemi Engine	Incl
HD Cloth Front Bucket Seats w/Vinyl Rear	Incl
6-Way Power Driver Seat	Incl
Black Driver-Side Spot Lamp (LED)	Incl
Deactivate Rear Windows and Door Locks	Incl
Black Vinyl Floor Covering	Incl
Fleet Single Key System	Incl
Power Heated Fold Away Mirrors	Incl
Front Dome Lamp	Incl

Option Total	\$	-
Budget Total	\$	23,111.00

Quote is good for 60 Days

To accept this quotation, sign here and return: _____

CRANFORD POLICE DEPARTMENT

8 Springfield Avenue - Cranford, New Jersey 07016-2199
(908) 272-2222 - Fax (908) 709-7341
VISIT US ON THE INTERNET - www.cranford.com/police

ERIC G. MASON
CHIEF OF POLICE

To: Cranford Police Cooperative Pricing System Members
From: Lieutenant Edward R. Davenport
Date: September 25, 2013
RE: Award of Bid - Year 2014 Vehicles

We are pleased to announce that the Cranford Police Cooperative Pricing System has awarded contracts for model year 2014 vehicles by our Township government at their September 24th meeting.

Your agency is eligible under the present *Cranford Police Cooperative Pricing System, System Identifier 47-CPCPS* to take full advantage towards the purchase or lease with an option to purchase of these vehicles whether or not you responded to our initial request earlier this year for approximate needs.

Attached is a listing of the eleven different model vehicles, pricing, and vendor contacts. Please read the specification sheets carefully. You cannot be charged any additional fees for anything listed in the specifications! *It is up to you to make sure the vendor does not charge above the listed price.*

Sincerely,



Edward R. Davenport
Lieutenant of Police
Traffic Division

encl.

TO PROTECT AND SERVE

CRANFORD POLICE COOPERATIVE PRICING SYSTEM
8 Springfield Avenue, Cranford, New Jersey 07016

System Identifier 47-CPCPS

NOTIFICATION OF AWARD

CONTRACT # 13-01: POLICE & ADMINISTRATIVE VEHICLES (2014 Model Year)
Contract Period: September 24, 2013 to August 31, 2014

VENDOR INFORMATION

Vendor: Beyer Ford

Address: 170 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: ~~Beyer Chrysler Jeep Dodge Ram~~

Address: 200 Ridgedale Avenue, Morristown, NJ 07962

Telephone #: 973-463-3065

Fax #: 973-884-2650

Contact Person: Coert Seely

Title: NJ District Manager

E-Mail Address: CSeely@Beyer-WarnockFleet.com

Vendor: Mall Chevrolet

Address: 75 Haddonfield Road, Cherry Hill, New Jersey 08002

Telephone #: 856-662-7000 ext. 183

Fax #: 856-504-0108

Contact Person: Richard DiRenzo

Title: Fleet Manager

E-Mail Address: ret2600@gmail.com

Vendor: Winner Ford

Address: 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034

Telephone #: 856-427-2796

Fax #: 856-428-4718

Contact Person: Rich Coyle

Title: Fleet Sales Representative

E-Mail Address: rcoyle@winnerford.com

Vendor: Carmen Dodge

Address: 196 S Dupont Highway, New Castle, DE 19720

Telephone #: 856-427-2796

Fax #: 856-504-0108

Contact Person: Rich Coyle

Title: Fleet Sales Representative

E-Mail Address: rcoyle@winnerford.com

Item #8: Purchase of Dodge Charger Police RWD, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2014 model or newer.

Make: Dodge	Model: Charger	Year: 2014
Unit Price: \$21,728.00		

Optional Equipment for Item #8 and 8A	Unit Price
1. 5.7L V8 HEMI MDS VVT Engine	\$2,418.00
2. 18" Wheel Covers	\$76.00
3. Floor Carpet	\$157.00
4. Black Heavy Duty Cloth Front Bucket and Rear Bench	\$0.00
5. Entire Fleet Alike Key System	\$221.00
6. Street Appearance Group	\$626.00
7. Delete Deactivated Rear Door/Windows	\$0.00
8. Delete Driver-Side Black LED Spot Lamp	(\$195.00) Credit
9. Compact Spare Tire (instead of full size)	(\$37.00) Credit
10. Solid Paint Color (instead of two tone paint)	(\$100.00) Credit

Item #8A: Lease with an option to purchase of Dodge Charger Police RWD, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2014 model or newer. Specifications for Item #8A are identical to specifications for Item #8.

Make: Dodge	Model: Charger	Year: 2014
--------------------	-----------------------	-------------------

A. 2 Year Lease with an option to purchase

1. First year annual payment	\$11,228.83	/vehicle
2. Second year annual payment	\$11,228.83	/vehicle
3. Lease buyout payment	\$1.00	/vehicle
4. Total Payments to Purchase Outright After 2 Years	\$22,457.66	/vehicle

B. 3 Year Lease with an option to purchase

1. First year annual payment	\$7,633.72	/vehicle
2. Second year annual payment	\$7,633.72	/vehicle
3. Third year annual payment	\$7,633.72	/vehicle
4. Lease buyout payment	\$1.00	/vehicle
5. Total Payments to Purchase Outright After 3 Years	\$22,901.16	/vehicle

ITEM #8 AND #8A

Item #8: Purchase of Dodge Charger Police RWD, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2014 model or newer.

Item #8A: Lease with an option to purchase of Dodge Charger Police RWD, police pursuit vehicle, full size, 4 door sedan or equivalent, 6 cylinder, new, unused, 2014 model or newer. Vehicles bid under Item #8A must comply with the same specifications as Item #8.

GENERAL SPECIFICATIONS FOR ITEM #8 AND #8A

Airbags	Dual Stage Front and Driver/Pass Seat-Mounted Side, 1 st & 2 nd Row Curtain, Driver Knee
Air Conditioning	Dual Zone Front Manual w/ Air Filtration
Alternator	220 Amp
Audio	AM/FM CD/MP3 w/ 6 Speakers
Axle Ratio	2.65
Battery	800 CCA Maintenance Free Battery w/ Run Down Protection
Brakes	4-Wheel HD Disc w/ 4-Wheel ABS, Front & Rear Vented Discs, Panic Brake Assist
Cooling System	Engine Oil Cooler
Dome Lamp	White and Red LED Dome Lamp
Doors	Deactivated Rear Doors/Windows
Engine	3.6L V6 24V VVT
Hour Meter	Engine Hour Meter
Locks	Remote Proximity Keyless Entry w/ Keyless Go, Includes 4 Fobs
Mirrors	Manual Fold-Away Heated Power, Rearview Day/Night
Seats	Black Heavy-duty cloth front bucket seats w/ Vinyl Rear, Six-Way Power Driver
Shocks	Gas-Pressurized Front Shock Absorbers & Air Rear Shock Absorbers
Speedometer	160 MPH
Steering	Electro-Hydraulic Power Assist Steering
Steering Column	Manual Tilt Steering Column
Tires	P225/60R18 BSW Performance Firestone and Full Size Spare
Tire Pressure	Tire Specific Low Tire Pressure Warning
Transmission	Five-Speed Automatic; Rear Wheel Drive
Trunk Release	Power Trunk and Power Fuel
Wheels	18" X 7.5" Steel
Wheel Covers	Bright Hubcaps
Windows	Power 1 st Row Windows w/ Driver/Pass 1-Touch Up and Down
Windshield Wipers	Speed Sensitive Variable Intermittent

ADDITIONAL FEATURE SPECIFICATIONS FOR ITEM #8 AND #8A

Flooring	Black Vinyl
Spot Lamp	Driver-Side Black LED Spot Lamp
Trim Color	Black
Paint	Vehicle to be Painted Pitch Black w/ White Front/Rear Doors and Roof

OPTIONAL EQUIPMENT FOR ITEM #8 AND #8A

Options will be selected by the members of the Cranford Police Cooperative Pricing System at the time the order is placed. Please use the following general items on the Bid Proposal Form to describe certain information concerning options for vehicles in this bid:

N/A – means item not available

STD – means the item is standard or not an extra charge

1. 5.7L V8 HEMI MDS VVT Engine
2. 18" Wheel Covers
3. Floor Carpet
4. Black Heavy Duty Cloth Front Bucket and Rear Bench
5. Entire Fleet Alike Key System
6. Street Appearance Group
7. Delete Deactivated Rear Doors/Windows
8. Delete Driver-Side Black LED Spot Lamp
9. Compact Spare Tire (Instead of Full Size)
10. Solid Paint Color (Instead of Two Tone Paint)

R# 138-14

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
SAFE AND SECURE COMMUNITIES PROGRAM
\$60,000.00**

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

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2014 in the amount of \$60,000.00 which item is now available from the State of New Jersey, Department of Law and Public Safety, Safe and Secure Communities Program.

BE IT FURTHER RESOLVED that a like sum of \$60,000.00 is hereby appropriated under the caption of:

State of New Jersey
Department of Law and Public Safety
Safe and Secure Communities Program \$60,000.00

BE IT FURTHER RESOLVED that the City Clerk forward two (2) copies of the required Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.

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

MUNICIPAL CLERK OF THE CITY OF LONG BRANCH
I, PATRY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY
Patry L. Schmidt
MUNICIPAL CLERK

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the governing body of- City of Long Branch
Name of Municipality

[Signature]
Clerk's Signature

I hereby certify the City of Long Branch
Name of Municipality has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2014
Year municipal budget.

[Signature]
Signature, Chief Financial Officer

Resolution Number: 138-14

Date of Adoption: June 10, 2014

Revenue Title: State of NJ, Division of Criminal Justice, Safe & Secure Amount: \$ 60,000.00

Appropriation Title: State of NJ, Division of Criminal Justice, Safe & Secure Amount: \$ 60,000.00

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____
Duly Appointed Designee Date Certified

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY	
Municode:	_____
Doc. No.	_____

R# 139-14

RESOLUTION AUTHORIZING APPLICATION FOR SAFE AND SECURE GRANT FUNDING IN THE AMOUNT OF \$60,000.00

WHEREAS, the city desires to apply for a State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Safe and Secure Communities Program Grant, and,

WHEREAS, said application requires the signature of City Officials, and,

WHEREAS, signing of contracts requires authorization of the City Council.

NOW THEREFORE BE IT RESOLVED that the Mayor, Business Administrator, Director of Public Safety and Director of Finance, and any other individual required, are hereby authorized to sign any and all documents necessary to secure and maintain the above referenced gran.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 11th DAY OF JUNE 2014
Kathy L. Schelez

R# 140-14

**RESOLUTION
SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
SOLID WASTE ADMINISTRATION
CLEAN COMMUNITIES GRANT
\$53,692.60**

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

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the Insertion of a special item of revenue in the budget for the year 2014 in the amount of \$53,692.60, which item is now available from the State of New Jersey, Solid Waste Administration, Clean Communities Program, and,

BE IT FURTHER RESOLVED that a like sum of \$53,692.60 be, and the same is, hereby appropriated under the caption of:

State of New Jersey
Clean Communities Grant \$53,692.60

BE IT FURTHER RESOLVED that the City Clerk forward a copy of the required Department of Community Affairs form requesting permission for the inclusion of the above referenced items.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF JUNE 2014
Kathy L. Schell

REMITTANCE ADVICE

ORGANIZATION NAME	TELEPHONE #	DOCUMENT #	ACCOUNT NUMBER	AMOUNT
SOLID WASTE ADMINISTRATION FY2014 CLEAN COMMUNITIES GR	609-984-7744	4900CC16152	4900-765-042-4900-004-V42Y-6020	5369260

QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE. TOTAL 5369260

CHECK NUMBER **0T0001524247** DATE **05/22/14** PAYEE **LONG BRANCH CITY**
 OMB022 (REV. 01/26/2010) DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT



Department Of The Treasury
STATE OF NEW JERSEY
 Trenton, New Jersey 08625-0221
CLEAN COMMUNITIES ACCOUNT FD

CHECK NUMBER
T 0001524247
 DATE: MAY 22, 2014
 VOID 180 Days After This Date

PAY Fifty Three Thousand Six Hundred Ninety Two and 60/100 Dollars

2000031126744
 WELLS FARGO BANK, N.A.

To The
 Order Of: **LONG BRANCH CITY**
 344 BROADWAY
 CITY HALL
 LONG BRANCH NJ 07740

\$ *****53,692.60
 Audited, Allowed and Payment Warranted
Charles M. Hoffbauer
 DIRECTOR
 Payment Directed
[Signature]
 STATE TREASURER

⑈0001524247⑈ ⑆121000248⑆ 2000031126744⑈

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the governing body of- City of Long Branch
Name of Municipality

Heborah Talerico, Deputy Clerk
Clerk's Signature

I hereby certify the City of Long Branch
Name of Municipality has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2014 municipal budget.
Year

Donald Williams
Signature, Chief Financial Officer

Resolution Number: 140-14

Date of Adoption: June 10, 2014

Revenue Title: State of NJ, Solid Waste Administration, Clean Communities Amount: \$ 53,692.60

Appropriation Title: State of NJ, Solid Waste Administration, Clean Communities Amount: \$ 53,692.60

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____
Duly Appointed Designee Date Certified

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY	
Municode:	_____
Doc. No.	_____

R# 141-14

RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: LaCorte
BLOCK: 117
LOT: 28

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the Assistant City Planner has recommended the release of said guarantees,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

Application Escrow E14-500-497 \$ 7,966.49

in the total amount of \$7,966.49, plus accrued interest if applicable, to:

237 Brighton Ave., LLC
16 West Street
Monmouth Beach, NJ 07750

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 10-10-14
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, ON 10-10-14
Kathy L. Scheele
MUNICIPAL CLERK, R.M.C.

R# 142-17

RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: LaCorte
BLOCK: 117
LOT: 28

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the Assistant City Planner has recommended the release of said guarantees,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

Application Escrow E14-500-434 \$ 2.24

in the total amount of \$2.24, plus accrued interest if applicable, to:

Dean LaCorte
16 West Street
Monmouth Beach, NJ 07750

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 11th DAY OF June 20 14
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.

R# 143-14

RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: Pool Town
BLOCK: 385
LOT: 33

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the Assistant City Planner has recommended the release of said guarantees,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following escrow fund balances:

Grading Escrow E14-501057 \$600.00

in the total amount of \$600.00, plus accrued interest if applicable, to:

Pool Town, Inc.
5500 U. S. Highway 9, South
Howell, NJ 07731

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 10-10-14
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 11th DAY OF June 2014
Kathy L. Schmel
Municipal Clerk, R.N.C.

R# 144-14

RESOLUTION
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Bastelli

SECONDED: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF JUNE 2014
Kathy L. Scheele
MUNICIPAL CLERK, E.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of June 10th, 2014. 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.

All Hands Fire Equipment	Six Inch Paul Conway Front Shields & Streamlight Batteries - Fire		230.91
Amanda Tracey	5th Grade Memorial Day Essay Contest Winner - Administrator	*	100.00
Atlantic Plumbing Supply Corp.	Little Giant Condensate Pump - Public Works		44.59
Avalon Carpet Tile & Flooring	Wood Liner for Fire Headquarters Renovations - Fire		207.84
B&H Photo	Vivotek Night Vision - Police		4,108.09
Bullet Lock & Safe Co., Inc.	S&G Electronic Safe & Lock - Recreation		335.00
Carl F. Jennings	Beach Badges Change Fund	*	6,700.00
CDWG	Axiom Mini GBIC Transceiver Module & Brother HL5540b Printer - Police		479.35
City of Long Branch	DCRP Match - May 2014 - Finance	*	498.73
City of Long Branch	To Reimburse Clearing Account	*	102,040.75
City of Long Branch	To Reimburse Clearing Account - Beach Badge Change Fund	*	6,700.00
City of Long Branch	To Reimburse Clearing Account - Pay Date: 05/23/14	*	871,306.88
City of Long Branch Payroll Agency Account	Payroll Dated - 05/23/14	*	835,082.04
City of Long Branch Payroll Agency Account	Payroll Dated - 05/23/14	*	36,224.84
Clayton Block Co., Inc.	Concrete Mix - Public Works		59.85
Coast Hardware Co., Inc.	Miscellaneous Hardware - Traffic		37.07
Comcast	Internet Provider - 05/15 - 06/15/14 - Administrator	*	1,500.00
Comcast Online	Internet Provider - Month of May 2014 - Administrator	*	7.36
Connell Consulting, LLC	OPRA Seminar for John Middleton - 05/14/14 - Police		99.00
Connie Arevalo	Mileage Reimbursement for Municipal Clerk Course - 04/26, 05/03, 05/10, & 05/17/14 - City Clerk		277.31
Dell Computer Corp.	OptiPlex 9020 Mini Tower - Finance		1,275.29
Eniyah Gardner	6th Grade Memorial Day Essay Contest Winner - Administrator	*	100.00
Federal Cleaning Contractors	Window Cleaning - May 2014 - Recreation		25.00
Fine Fare	Food for Lunch N' Learn - 05/15, 05/12 & 05/19 - Senior Affairs		509.87
Gann Law Books	2014 NJ Police Manual Paperbacks & Online Access - Police		435.50
Great American Financial Svcs.	Copier Lease - June 2014 - Various Departments		1,043.57
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - Billable Hours - April 2014	*	5,467.50
Guy Little	Reimbursement for Duplicating Keys for Aco Van #84 - Health		12.40
Ialefi	Annual Training Conference for Sam Tomaine & Sam Yoo - 05/20/14 - Police		990.00
Jersey Cape Diagnostics	Adult Seasonal Holiday Beach Badges & Student Seasonal Beach Badges - Recreation		388.00
Kepwel Water	Monthly Cooler Rental - April 2014 - Administration		10.00
L.P. Statile, Inc.	Supply & Delivery of Plants and Materials for Parks - Planning/Administration		1,943.70
Lanigan Associates, Inc.	PolyStinger Flashlight - Fire Prevention		162.00
Lexis Nexis Risk & Information	2014 Accurint Licenses - Month of April 2014 - Police	*	50.00
Long Branch Chamber of Commerce	Advertising on Jitney Shuttle - 90 Days - Community Development		1,000.00
McLoone's Pier House	Breakfast Buffet for Fire Personnel - 05/26/14 - Fire		708.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Michael Winnick	Reimbursement for American Flags for Memorial Day - Administration/Veteran Services	38.33	
Mid-Atlantic Fire & Air	Service Air Compressor and Co-Calibration Kit - Fire	1,020.00	
Monmouth County Police Academy	Basic Course for SLEO I - Police	950.00	
Monmouth County Treasurer	Voting Machine Rentals for 05/13/14 Municipal Election - City Clerk	1,972.00	
MonoPrice, Inc.	Cat5 Enhanced Patch Panel - Police	45.20	
Mr. John	Standard Units at Van Court Park, Truax Ave. & LB High School - April 2014 - Recreation	277.50	
New Jersey American Water Co.	Water Service - Billing Period 04/09 - 05/09/14 - Various Departments	*	162.79
New Jersey Natural Gas	Natural Gas Service - Bills Dated 04/10 - 05/13/14 - Various Departments	*	5,029.32
NJSCPA	CPA Membership Renewal - Ronald Mehlhorn - 06/01/14 - 05/31/15 - Finance Director	*	315.00
NJSCPA Education Foundation, Inc.	Registration for Ronald Mehlhorn Seminars - 05/13 & 05/20/14 - Finance		200.00
Office Needs, Inc.	HP Printer Ink - Yellow & Cyan - Human Services		568.50
Orion Healthcare Technology	Adult & Adolescent Practice Management Subscriptions - Human Services		1,800.00
Police & Fire Promotions	Arrest, Search & Seizure Class - Middlesex County Training Center - 05/16/14 - Police		200.00
Provantage Corporation	Computer Cables & Repair Tools - Police		403.02
Provantage Corporation	Radio Repair of Vehicle - Police		450.00
Quality Communications Systems	Music Performance - Art in the Park Event - 05/24/14 - Long Branch Arts Council		800.00
Robert M. Clark	Registration Fred Migliaccio & Louis Delauro for Workshops - Public Works	*	265.00
Rutgers University	Replace Windshield Work Order - Fire		253.99
Safelite Fulfillment, Inc.	Uniform for L. Fornicola & Tim Somers - Fire		1,371.13
Samzie's Uniforms	T-Shirts, Headbands, Polo Shirts, & Sweatshirts for Beach Personnel - Recreation		4,339.72
Skip's Sports	UEZ Shuttle Advertising Decal - Community Development		262.50
Syracuse Signs, LLC	Audio system Repair in City Hall Building - Public Facilities		945.41
System Design Technology, LLC	47th Annual Spring Conference for Carla Tomas - 05/20 & 05/21/14 - Tax Collector		275.00
T.C.T.A. of NJ	Publications - January, February, March & April 2014 - City Clerk		3,651.50
The Link News	NJ Stats 2014 Renewal for Howard Woolley Jr. - 04/10/14 - 04/10/15 - Administration		504.00
Thomson West	DCA Demolition Loan Payment - 2013 & 2014 - Municipal Debt Service	*	59,017.20
Treasurer, State of NJ	Professional Services Rendered - General Matters - Billable Hours - April 2014		2,893.75
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - General Redevelopment - Billable Hours - April 2014		9,927.50
Vantage Point R.E. Dev. Mgmt., LLC	Telephone Service - Bills Dated 05/11/14 - Various Departments	*	335.30
Verizon	11th Grade Memorial Day Essay Contest Winner - Administrator	*	100.00
Victoria Cattelona	Bearings for Public Works Vehicle #91 - Public Works		1,196.11
W E Timmerman Co., Inc.	Supplies - Plug Modular & Green Glow in the Dark Fish Stick - Police		95.58
W.W. Grainger, Inc.	Sterilized Colored Polo Rags - Public Works		218.00
Y-PERS			
TOTAL CURRENT			<u>1,980,043.79</u>
B&H Photo	Vivotek Dome Cameras - Police		435.99
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - Billable Hours - April 2014		1,710.00
HG2 Emergency Lighting	Red/White SUV Runner Light Kit - Public Works		1,189.00
Holiday Inn: Appleton	Hotel Reservation - 05/27 - 05/29/14 - Four Rooms - Administration/Fire	*	719.28
Pennoni Associates, Inc.	Professional Services Rendered - Long Branch Waterfront - Billable Hours - April 2014	*	10,522.23
Sunrise Travel Center, Inc.	Airline Reservation - Pre-Cons. Inspection of 75' Ladder Fire Truck - Administration/Fire	*	3,060.00
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - Pier Project - Billable Hours & Expense Reimb. - April 2014		7,698.67
TOTAL CAPITAL			<u>25,335.17</u>

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Louis Uniforms

To Reimburse Clearing Account - Pay Date: 05/23/14
 Payroll Dated - 05/23/14
 Payroll Dated - 05/23/14
 Insulated Aco Jackets with Patch - Health

* 4,653.26
 * 4,321.32
 * 331.94
 150.00

TOTAL DOG

9,456.52

City of Long Branch
 City of Long Branch
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Great American Financial Svcs.
 New Jersey Natural Gas

To Reimburse Clearing Account
 To Reimburse Clearing Account - Pay Date: 05/23/14
 Payroll Dated - 05/23/14
 Payroll Dated - 05/23/14
 Copier Lease - June 2014 - UEZ
 Natural Gas Service - Bills Dated 04/10 - 05/13/14 - Community Development

* 158.89
 * 6,367.45
 * 5,904.37
 * 463.08
 * 112.62
 * 203.40

TOTAL HUD

13,209.81

Blink Promotions
 Bulwark Systems, LLC
 City of Long Branch
 City of Long Branch
 City of Long Branch
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Greenbaum, Rowe, Smith & Davis
 Greenbaum, Rowe, Smith & Davis
 Inna & Jack Gelin
 JNH Funding Corp
 Michael A. Irene, Jr
 New Jersey Natural Gas
 Ranney School
 SVL Group
 Tuzzio's
 US Bank Cust / Actien Holding
 US Bank Cust for BV001 Trust
 Virgo Muni Finance Fund, LP

Custom Logo Pins with Lanyards for Summer Concert Series - Recreation
 Tax Sale Premium
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Pay Date: 05/23/14
 Payroll Dated - 05/09 & 05/23/14 - Unemployment Insurance
 Payroll Dated - 05/23/14
 Payroll Dated - 05/23/14
 Legal Services Rendered - Pier Village III -Billable Hours - April 2014
 Legal Services Rendered - TDB Associates -Billable Hours - April 2014
 Tax Sale Premium
 Tax Sale Premium
 Professional Services Rendered B:25/L:7 - Zoning
 Natural Gas Service - Bills Dated 04/10 - 05/13/14 - Community Development
 Refund of Police Overtime from the Ranney School
 Full Page Ad for Summer Events - Recreation
 Pizza & Subs for Project Prom - 05/23/14 - Human Services
 Tax Sale Premium
 Tax Sale Premium
 Tax Sale Premium

1,080.00
 * 1,700.00
 * 400.00
 * 5,651.51
 * 10,347.86
 * 711.89
 * 10,088.81
 * 259.05
 382.50 Pymt# 4
 369.42 Pymt# 3
 * 1,000.00
 * 1,500.00
 * 140.00
 * 77.24
 275.56
 600.00
 230.00
 * 400.00
 * 300.00
 * 400.00

TOTAL TRUST OTHER

35,913.84

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 145-14

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT
OCEAN COVE CONDOMINIUMS FOR THE 2014 SUMMER SEASON**

WHEREAS, Ocean Cove Condominium located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at the Ocean Cove Condominiums; and

WHEREAS, Ocean Cove Condominiums wishes to utilize on its behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, Ocean Cove Condominiums agrees to pay the City of Long Branch the sum of \$100.00 per hour for the services rendered by the City of Long Branch to Ocean Cove Condominiums; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the Council of the City of Long Branch is of the opinion that entering into such an agreement with Ocean Cove Condominiums will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

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 execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Ocean Cove Condominiums, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, NATE L. SUMMEL, 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 6-10-14
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11TH DAY OF JUNE 2014
Nate L. Summel

INTERLOCAL AGREEMENT

THIS AGREEMENT made this 10th day of June, 2014 by and between:

OCEAN COVE CONDOMINIUMS

And

THE CITY OF LONG BRANCH

WITNESSETH:

WHEREAS, the Ocean Cove Condominiums, owns property on the ocean front in the City of Long Branch; and

WHEREAS, the Ocean Cove Condominiums does not have manpower nor equipment necessary to rake the beach; and

WHEREAS, the City of Long Branch does have such manpower and equipment; and

WHEREAS, the City of Long Branch is willing to provide the manpower and equipment to rake the beach at the Ocean Cove Condominiums, providing that such work will not impact upon the maintenance of the City of Long Branch's bathing beaches.

NOW, THEREFORE, BE IT AGREED as follows:

1. The Long Branch Department of Public Works shall provide the manpower and equipment when to rake the beach when available at the Ocean Cove Condominiums, provided that such work does not adversely impact the maintenance of the City of Long Branch's bathing beaches.
2. The Ocean Cove Condominiums agrees to pay to the City of Long Branch \$100.00 per hour for the services listed above. This fee shall cover all labor and equipment and all other such cost that may be incurred by the City of Long Branch in providing manpower and equipment when available to rake the beach at the Ocean Cove Condominiums.

BE IT FURTHER AGREED that this agreement shall be effective immediately until the end of the bathing season which shall be not later than September 2014.

BE IT FURTHER AGREED that this agreement shall be subject to renegotiation after the season of the year 2014.

WITNESS / ATTEST

CITY OF LONG BRANCH

Kathy L. Schmelz, RMC
City Clerk

BY: _____
Mayor Adam Schneider

OCEAN COVE CONDOMINIUMS

BY: _____

717 Ocean Avenue
West End, New Jersey 07740
(732) 222-2100 - Office
(732) 571-9151 - Fax

OCEAN COVE

LAWRENCE GROSS, PRESIDENT
CAROLYN McDANIEL, BUSINESS MANAGER
ANTONIO JACOB, BUSINESS MANAGER

City Clerk's Office
Municipal Building
344 Broadway, 2nd Fl.
Long Branch, NJ 07740
Attn.: Joan Bennett

April 4, 2014

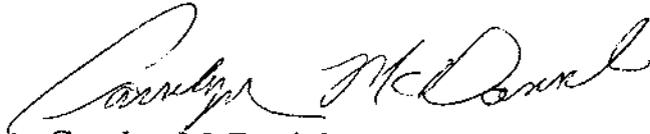
Dear Ms. Bennett:

The Ocean Cove Condominium Association requests that our beaches be raked this summer with the City Of Long Branch's equipment three times a week. We ask that you begin the week before Memorial Day (so we may be prepared for Memorial Day Weekend) and continue through the Labor Day weekend.

We agree to the charge of \$100.00 per hour for this service.

Please confirm these arrangements with our office via fax or phone.

Sincerely,



Carolyn McDaniel
Business Manager

**RESOLUTION AWARDING CONTRACT FOR
REPAIR OF DAMAGED MESH NETWORK FROM
HURRICANE SANDY ALONG OCEAN AVENUE AND
OCEANFRONT BOARDWALK**

WHEREAS, the City of Long Branch has the need to contract for repair and installation of our (WAN) Wide Area Network infrastructure and provide a new reliable wireless connectivity to (16) sixteen Parking Meters installed along Pier Village; and

WHEREAS, in accordance with NJSA 40A:11-12, the City may award a contract without publicly advertising for bids when purchasing under any contract entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, there exist a New Jersey State Contract for radio communication equipment and repair services categories, and it is the recommendation of Department of Public Safety and the City Business Administrator, that the services offered by **NJ Business Systems Inc.** will meet the City's need to provide a superior, Wireless Site Remediation Solution ; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this repair from the Capital Budget, improvements Item # C-04-108-601, in the amount of **\$84,904.75**; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **NJ Business Systems Inc.** for repair and installation of our (WAN) Wide Area Network infrastructure and provide a new reliable wireless connectivity to (16) sixteen Parking Meters installed along Pier Village, as detailed the proposal annexed hereto, in accordance with the terms and conditions of State Contract #A83899, for a sum not to exceed **\$84,904.75**.

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

OFFERED:	<u>Bastelli</u>
SECOND:	<u>Billings</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 6-10-14
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14th DAY OF June 2014
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.S.

**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:

NJ STATE CONTRACT TO REPAIR MESH NETWORK OCEANFRONT

Said contract being made as follows:

NJ BUSINESS SYSTEMS INC \$84,904.75

Said funds being available in the form of:

C-04-108-601-\$84,904.75



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

6/9/14
Date



BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

The City of Long Branch: Long Branch PD Wireless WAN Infrastructure Project – Phase I

Scope of Work

At the request of the City of Long Branch (Police Department), NJBS & LTW have provided a proposal to remediate the existing wireless WAN infrastructure and provide a new wireless WAN infrastructure to provide reliable wireless connectivity to (16) Parking Meters installed at Pier Village.

The Wireless Site Remediation will be performed at the following existing wireless site locations:
Great Lawn, Laird, Landmark, Pier Village Garage, Senior Center, High Rise,
Bath Ave, Cottage Ave & West End.

In addition to providing wireless connectivity to the installed Parking Meters, the purpose of the existing original wireless infrastructure is to transport "Video Data" back to the existing Long Branch monitoring center. All installed components include a one year manufacturer's warranty.

Part #	Description	Qty.	Price	Extended
3KRR-G-G-T5X	Redline RDL3000 Remote Unit 4.9 GHz	17	\$ 1,355.75	\$ 23,047.75
RAS-SYS-IA-GPS4954-01	Redline RDL3000 XP RAS Elite Unit 4.9 GHz	2	\$ 5,395.50	\$ 10,791.00
AFS-DBG-05120-01	Redline Antenna Sectorial 4.9 GHz 15dBi 120 Deg.	2	\$ 1,440.75	\$ 2,881.50
3K-RM-MNT-04	Redline Mount Kit RAS-Elite Pole Mount	2	\$ 420.75	\$ 841.50
CBL-COAX-6ft-01	Redline Cable Coax Jumper	52	\$ 165.75	\$ 8,619.00
CONN-WP	Ceragon Connector Weatherproofing Kit	9	\$ 66.00	\$ 594.00
TECHNICIAN	Wireless Installation, Per Schedule "I"	201	\$ 130.00	\$ 26,130.00
ENGINEER	Wireless Engineering, Per Schedule "I"	80	\$ 150.00	\$ 12,000.00
TOTAL				\$ 84,904.75

New Jersey Business Systems
This Price Quotation Valid for 30 Days
New Jersey State Contract:
T-0109 Radio Communications & Equipment
Contract #83899

Date: 6/5/14



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

T-0109

Radio Communication Equipment and Services

SOLICITATION # 13-x-22183

Identification of State Contract Manager

May 1, 2013

Please direct all inquiries to the State Contract Manager identified below:

State Contract Manager: Robert Cherry
Address: Office of Information Technology
P.O. Box 212
Trenton, NJ 08625

Telephone Number: (609) 777-3756

E-Mail Address: Robert.Cherry@oit.state.nj.us

Pursuant to the Circular Letter entitled "State Contract Manager," this individual is responsible for the overall management and administration of the contract. The circular letter is available on the enclosed link: <http://www.state.nj.us/infobank/circular/cir1015x.pdf>



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

T-0109
Radio Communication Equipment and Services
SOLICITATION # 13-x-22183

Award Summary
Directions for Use of Contract / Method of Operation

May 1, 2013

I. COMPLIANCE/APPROVAL REQUIREMENTS

All compliance and approval instructions may be found in the State's Request for Proposal ("RFP") under Solicitation # 13-x-22183 (T-0109) Section 3.0 SCOPE OF WORK; Section 4.0 BID PROPOSAL PREPARATION AND SUBMISSION; and Section 7.0 CONTRACT AWARD.

The State Contract Manager shall answer any questions or concerns about all aspects of the contract.

II. METHOD OF OPERATION

A.) NJ State Cooperative Purchasing Partners ("Using Agency") are permitted to obtain quotes from the awarded Contractors and must verify all equipment and price quotes provided by a contract vendor with the State Contract Manager.

B.) Contractors must provide each contract end users / Using Agency with:

1. A written proposal and price quote in an electronically searchable format and include the following information:

- The State Contract Number with corresponding State Contract Commodity Number and Priceline(s) for each item quoted.
- The unique manufacturer identification code assigned to each item (Part Number)
- A clear and concise item description
- The quantity of items quoted
- The manufacturer's list price
- The State's percent discount rate
- The State's discount list price

- o Other discounts as appropriate (Large Purchase Order Discount section 3.19.1, Annual Equipment Sales Spend Discount, etc.) must be included.
- Total Extended Price

2. Contractor Information- Contractor's name, contact person, contact phone number, contract number date of quote, quote number
3. If requested, an electronic scan or photocopy of the page from the Contractor's original bid proposal detailing the item or service must be provided to the contract end user / Using Agency.
4. If, in the event that an additional or substitute/replacement item is requested by a Contractor for inclusion in its contract, -and- before providing a quote or offering the subject item for sale under its contract, the Contractor must:
 - o Submit a Contractor's letterhead to the Purchase Bureau and the State Contract Manager requesting the addition/substitution along with any attachments specifying the item or items to be added.
 - o Secure a Letter of Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
 - o Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition/substitution and any attachments clearly specifying the item or items to be added.
 - o The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

III. PRICE

- The State Contract Manager shall retain all contractor price lists and validate in writing, via e-mail all price quotes provided by the contractor to a Using Agency.
- All contractor prices and price lists shall be net, firm and not subject to increase during the period of the contract and include all transportation charges, FOB Destination, to all NJ Using Agencies. Escalation clauses shall not be accepted.
- All price list discounts shall be firm for the period of the contract.
- In the event of manufacturer's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.
- The Director of the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.

IV. RADIO COMMUNICATION EQUIPMENT AND SERVICES CATEGORIES

The following table identifies equipment and service category awards under this contract.

<p>1-Radio Base Station Control Equipment and accessories.</p> <p>2-Portable Radio Equipment and Accessories</p> <p>3- Mobile Radio Equipment and Accessories</p> <p>4- Aircraft AM & FM Band Radio & Accessories</p> <p>5- Marine AM & FM Band Radio & Accessories</p> <p>6- Amateur Radio Communications Equipment & Accessories</p> <p>7- Gateway Devices: Interoperability between dissimilar communications systems</p> <p>8- Antennas: Mobile, Portable and Base Station</p> <p>9- Microwave Equipment, Radio and Antenna & Accessories</p> <p>10- Antenna Systems and Bi-Directional Amplifier Equipment</p> <p>11- Short Range Point to Point Communications Equipment</p> <p>12- Test Equipment</p>	<p>13- Spare Parts</p> <p>14- Batteries and Chargers</p> <p>15- Consoles, Equipment Racks & Operator Furniture</p> <p>16- Uninterruptable Power Supplies (UPS)</p> <p>17- Call Answering Equipment</p> <p>18- Instant Playback Recorder</p> <p>19- Logging Recorder</p> <p>20- Computer Aided Dispatch System</p> <p>21- Computer Aided Dispatch Software</p> <p>22- Training Simulators and Software</p> <p>23- Wireless 9-1-1 Location Accuracy Testing Services</p> <p>24- Wireless 9-1-1 Location Validation</p>
--	--

V. RADIO COMMUNICATION EQUIPMENT AND SERVICES CONTRACTOR AWARDS

- The following table lists each contract number, authorized resellers, equipment and service category awards by contractor under NJ State Term Contract #T-0109 (RFP 13-x-22183).
- All contract awards are Brand Specific unless otherwise noted in the following table, i.e., each contractor and its authorized reseller may provide a quote for equipment and services identified under its own brand name.
- All Authorized Resellers must provide a copy of its authorization letter from the contract vendor and/or equipment manufacturer with each quote proposed to a Using Agency.
 - Authorized Resellers are not permitted to provide equipment or services quote to any Using Agency without a Manufacturer's Authorization Letter and State Contract Manager approval.

**Radio Communications and Equipment 13-x-22183 (T0109)
Contractor & Reseller List, Contract # and Category Award**

Contractor (w/ Authorized Resellers)	Contract #	Category Award (Contract Priceline)
AAT Communication Corp	83890	3,19
Aeroflex Wichita	83913	12
Allcomm Technologies Inc David Clark Bee Gaitronics Motorola CTI	83902	1,2,3,4,13 No Award 1 No Award 15
Amcom Software Inc	83912	17,18
Atlantic Communications Inc Impact Sigtronics	83917	 2,3,6 2,3,4
Aviat US Inc	83920	9
Battery Zone Inc	83910	14
Cassidian Communication (Plant Equipment Inc.)	83925	17,18,19,20,21
Communication – Applied Technology	83915	7
D.M. Radio Services Corp Tessco US Alert Power Products Unlimited	83897	1,3,7,8, 2 14
Daniels Electronics Ltd.	83953	1,8
E.F. Johnson Company	83911	1,2,3,8,13
Electronic Service Solutions (ESS) Microwave Networks Eltek Valare Enersys Telco Systems	83905	 9 9 9 9
Emerging Power Inc	83919	14
Ergoflex Systems Inc d/b/a. Xybix Systems Inc	83922	15

PMC Associates Inc Powertrunk Tait Vertex Standard Bosch Telex Sinclair Technologies Cimmarron Technologies Con-Space Savox Sensear Datron Guardian Pyramid Raytheon Exalt Concept Seating Evans Consoles	83900	10,13 1,2 1,2,3 No Award 1 1,8 1 2 2 2 2,3 3 7 9 15 15
Procomm Systems Inc Midland Wrightline Consoles 911 Direct Eaton PCS VFP Keyscan	83931	1,2,3,11 No Award 15 16 No Award No Award No Award
Queues Enforth Development	83889	21
R.F. Design & Integration Inc Hytera Hutton Impact Omnitronics Otto SiteMinder Spectracom Bird TX-RX Bosch Telex Harris Intraplex Daniels Convex Exalt Rinnicom Axell	83907	10,11 1,2,3 No Award No Award 1 No Award 1 1,9 1,8 No Award 7 No Award 12 9 9 10
Royal Communications Inc	83898	8
Thales Communication	83914	2,8

Value Added Voices Solutions Inc	83908	18,19
Vertex Standard USA Inc	83926	1,2,3
WPCS International	83904	
Sti-Co		8
Bird		12
Wrightline		15
Otto		2,3
Omnitronics		7
Eaton		No Award
Zetron Inc	83924	7,15,17

VI. RADIO COMMUNICATION EQUIPMENT, SERVICES AND DISCOUNT SCHEDULES AND CONTRACTOR AWARDS

NOTE: ALL SCHEDULE PRICELINES ARE AVAILABLE TO EACH CONTRACT VENDOR AS APPLICABLE TO THE CONTRACTOR SPECIFIC CATEGORY AWARDED UNDER STATE CONTRACT T0109. CONTRACTORS ARE REQUIRED TO EXTEND EACH SCHEDULE UTILIZED TO ALL STATE COOPERATIVE PURCHASING PARTNERS.

SPECIAL/PROMOTIONAL PRICING

If a Contractor receives an award for a specific product and wishes to offer an additional discount above and beyond its original bid, a request shall be submitted in writing to the Division, as follows:

1. The Request shall be submitted, in writing, or via email to the buyer assigned at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies shall be submitted.
2. The Division will approve all product updates in writing, which may include email notification, before any updates are offered to any agency. Contractors shall not offer "special pricing" to any State Agency or Cooperative Partner before it has been submitted to and approved by the Division. No requests will be considered within 60 days of contract expiration.

Note: Any product offered at an additional discount over the original discount bid or any special pricing shall be held firm for a minimum of 30-days and be offered to all State of New Jersey Agencies and members of Cooperative Purchasing.

ADDITIONAL DISCOUNTS

1.) LARGE PURCHASE ORDER DISCOUNT

The State is seeking a discount for large purchases, as listed in the column labeled *Purchase Order Value*, in the Table 1 below.

A large purchase order discount is in addition to the standard discounted pricing applied to a Contractor's contract. Contractor's invoice shall reflect the appropriate discount.

Table 1

Purchase Order Value	Discount %
Less than or equal to \$300,000	Standard Discount (X.X)%
Greater than \$300,000 and less than or equal to \$750,000	%
Greater than \$750,000 and less than or equal to \$2.0 Mil	%
Greater than \$2.0 Mil and less than or equal to \$5.0 Mil	%
Greater than \$5.0 Mil and less than or equal to \$10.0 Mil	%
Greater than \$10.0 Mil	%

***Discounts shall be expressed as a percentage (%) and fractional percentages shall be express to no more than tenths (x.x%) of a percent.**

See Schedule R to provide large purchase order discounts.

2.) ANNUAL EQUIPMENT SALES VOLUME / SPEND DISCOUNT

- A.) Under a contract resulting from this RFP, the State is seeking a business level discount improvement based on all equipment sales sold by Contractor under its State contract during the previous year. The Contractor shall provide in its equipment sales / spend report to the State, a Tier-level volume discount for all of its awarded products.
 - a. Tier-Level Volume Discounts offered by the Contractor must clearly indicate the Sales Volume required to achieve each new discount level.
- B.) All awarded Contractors are required to report their sales quarterly (see Section 5.24 Contract Activity Report.)
- C.) Contractor(s) shall provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting from this Request for Proposal.
 - a. The quarterly report shall list: Customer Name, Quote Number, Brief Description of Product/Service, Catalog/Part Number/Model, Discount %, Sale Price and total applicable sales and year to date total.
- D.) Quarterly Tracking reports shall be forwarded to the State Contract Manager and Buyer by the Contractor within 10 business days of the end of each Quarter based on applicable sales revenue booked.
- E.) All sales shall be aggregated quarterly by the Contractor to establish the statewide spend amount.

- a. Sales revenue reporting for the Annual Equipment Sales Spend Discount percent begins the first day of the contract and shall be reset to \$0 each subsequent January 1st with exception to the first partial calendar year.
- b. During the first partial calendar year beginning on the contract effective date the Annual Equipment Sales Spend Discount percent for calendar year 2 shall be calculated by prorating the year to date (YTD) spend amount from the contract effective date through the end of the calendar year.

Reporting Example: If the contract effective date is July 1 and the YTD equipment spend through 182 Days was \$500,000 the calculation is \$500,000 divided by 182 (days) times 365 = prorated spend of \$1,002,747.

- F.) A confirming letter shall be sent to the Contractor by the Purchase Bureau Buyer approving the *Annual Equipment Sales Spend Discount percent* and effective date.
- G.) Beginning the annual effective date provided in the confirmation letter all invoices shall be based on Contractor quotations and shall reflect the new *Annual Equipment Sales Spend Discount*.

See **Schedule S** to provide Annual Equipment Sales Spend Discount percent.

3.) TRADE IN PROGRAM

Contractor shall provide a description of its Trade In program detailing its proposed method of operation, equipment eligible under its program and credit schedule.

See Schedule U to provide program description and pricing.

VII. CONTRACTOR REQUESTED CHANGES AND BI-ANNUAL CONTRACT UPDATES:

A.) RADIO COMMUNICATION EQUIPMENT; PRODUCT, SERVICE AND AUTHORIZED RESELLER / DISTRIBUTOR / SUBCONTRACTOR ADDITIONS, DELETIONS OR MODIFICATIONS INCLUDING ALL BUSINESS RELATED UPDATES.

- Contractor requested changes must be submitted in writing on company letterhead, signed by an authorized representative of the firm, and addressed to both the Procurement Specialist assigned to the Purchase Bureau Division of Purchase and Property, Treasury, and the State Contract Manager.
- The contractor's request must detail each product, service and/or business related update requested along with any attachments specifying the item(s) to be updated or added.
- The written request may be sent via electronic scan / email and include a machine searchable pricelist for all products added. Request will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.

B.) IMPORTANT NOTE: ALL CONTRACTOR REQUESTED ADDITIONS, DELETIONS AND BUSINESS RELATED UPDATES TO T-0109 WILL BE MADE ON A BI-ANNUAL SCHEDULE.

C.) CONTRACTORS MUST SUBMIT ALL REQUESTED CHANGES NO LESS THAN THIRTY (30) DAYS IN ADVANCE OF A SCHEDULED CONTRACT UPDATE.

D.) STATE CONTRACT UPDATES (T0109) WILL BE MADE ON THE FOLLOWING SCHEDULE:

JULY 1, 2013 – ANY INITIAL CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII WHICH ARE NECESSARY TO ONGOING BUSINESS INTEREST OF THE STATE AND ITS COOPERATIVE PURCHASING PARTNERS WILL BE REVIEWED BY THE STATE CONTRACT MANAGER FOR APPROVAL.

o ALL STATE-APPROVED CONTRACTOR REQUESTS WILL BE INCLUDED IN THIS INITIAL UPDATE PERIOD AS PERMITTED UNDER THE STATE TERM CONTRACT

JANUARY 1, 2014 – FIRST BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII.

JUNE 1, 2014 – SECOND BI-ANNUAL UPDATE TO T0109 FOR CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES AS SPECIFIED WITHIN SECTION VII.

ALL ADDITIONAL BI-ANNUAL CONTRACTOR REQUESTED PRODUCT OR BUSINESS UPDATES WILL BE MADE ON OR ABOUT EACH SIX (6) MONTH CONTRACT AWARD ANNIVERSARY DATE THROUGH THE REMAINING TERM OF STATE CONTRACT #T0109.

1.) NEW TECHNOLOGY

Contractors are encouraged to suggest innovative new services, systems and products to keep pace with technology and changes in the telecommunications industry. Contractors may propose any new service, system or product, which has come into standard production after contract award; have the same functional purpose and a demonstrable nexus to the services, systems and products offered under this contract. If the new product, system or services satisfies the aforementioned criterion the new service, system or product will be considered for addition to and/or replacement of the service, system or product offered under the contract.

The Contractor must make a written request to the Purchase Bureau for the new service, system or product to be added to the contract. Such written request must include the specifications for the new service, system or product evidencing that the new system, service or product serves the same functional purpose and has a direct nexus to the service under contract.

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of the new service, system or product accepted in writing by the Director shall be governed by the terms of the contract, including price.

The aggregate price of all new services, systems or products must be equal to or less than the existing contracted service or have a demonstrable cost savings of other resources within one (1) year of use. No product, system or service will be added to this contract if the new functionality offered by a Contractor is available or more appropriately provided under any other existing State contract.

Upon approval from the Purchase Bureau of any new technology additions to the contract, the Contractor shall provide two (2) new dated CD ROM copies of the contract with the additions included.

2.) ADDITIONS, SUBSTITUTIONS, DELETIONS

The Contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace.

If an additional or substitute / replacement item is requested by a Contractor for inclusion in its contract after the contract award and before providing a quote or offering the subject item for sale under its contract; additions, substitutions and/or deletions may be allowed under the following conditions:

- A written request is submitted by the Contractor on company letterhead, and signed by an authorized representative of the firm addressed to both the Procurement Specialist assigned to the Purchase Bureau Division of Purchase and Property, Treasury, and the State Contract Manager detailing each product and/or service requested along with any attachments specifying the item or items to be added.
- The written request may be sent via electronic scan / email and will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.
- The written submission requesting additions or substitutions must include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted.
- The submission must also include the product description, manufacturer's part number, manufacturer's list price, the appropriate percent discount and the State's price. The Contractor is required to identify the items being added and deleted.
- All additional and substitute items must be approved, in writing, or via email by the Director of Purchase and Property.
- The Contractor is not permitted to offer any additional or substitute products or services to any Agency or members of the Cooperative Purchasing Program without written or email approval from the Director. In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.
- All accepted additions, substitutions and new technology shall be added as "Addendums" to the contract on a periodic basis, and numbered sequentially in the order that they were presented during the life of the contract.
- All addendums must also be submitted electronically as PDF, Word® or Excel® documents in order to allow electronic scanning of items and verification of prices.
- Addendums shall only contain the equipment considered to be additions, substitutions, and new technology items. Submissions of entire manufacturers' pricelists that include equipment and services not specifically referred to in the Addendum will not be accepted.

Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the Contractor shall provide two (2) new dated CD ROM copies with the changes. The data on these CD-ROM shall be categorized in separate files for additions, substitutions, deletions or changes.

In order to offer an additional product or service, substitution or replacement item to the contract end user / Using Agency, the Contractor must:

- Secure a Letter of Approval / Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
- Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Approval / Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition / substitution and any attachments clearly specifying the item or items to be added.
- The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

3.) PRODUCT END-OF-LIFE NOTIFICATION

The Contractor shall notify the State as described above when it intends to list Manufacturer Discontinued ("MD") (a.k.a. End-of-life) products on its contract.

- The Contractor shall also notify all contract customers, end users, and Using Agencies who purchased the MD product.
 - Notification shall describe its product support plan.
 - Notification shall include the product end of support date and the notification shall be at least six (6) months in advance of that date.
 - The Contractor must obtain confirmation of receipt of its notification to all contract users of the MD product.
 - The Contractor must provide an alternative solution to replace the MD product.
 - The Contractor must continue to provide support for the MD product for a minimum of 2 years after the product has been MD'ed.
-



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT # 2

T0109

Date: April 10, 2014

**Subject: Radio Communication Equipment and Accessories
SOLICITATION #13-x-22183**

Contract Period: May 1, 2013 to April 30, 2018
Contract expiration date is April 30, 2018.

To: All Using Agencies and Cooperative Purchasing Partners

The following constitutes Amendment #2 to Term Contract T0109. This amendment is effective April 10, 2014 and divided into the following parts:

Part 1: Approved Contractor Requested Changes and Bi-Annual Updates to Radio Communication Equipment; Products, Services including Additions, Deletions or Modifications.

Note: All approved Contractor Requested Changes, Bi-Annual Updates and contract pricing may be validated by requesting State Contract Manager review of a Contractor Provided Quote.

Part 2: Contractors and Authorized Dealers/Distributors List including:
AUTHORIZED RESELLER / DISTRIBUTOR / SUBCONTRACTOR ADDITIONS, DELETIONS OR MODIFICATIONS EFFECTIVE WITH THIS AMENDMENT ARE ENCLOSED.

NOTE: Directions for Use of Contract/Method of Operations are unchanged from Amendment # 1. Agency and Contractor responsibilities remain in effect.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN THE SAME.

It is the sole responsibility of the contractor to be knowledgeable of all contract terms and conditions; Amendment additions, deletions, modifications; Directions for Use of Contract/Method of Operations and New Jersey Standard Terms and Conditions. All other terms and conditions of the original contract shall remain the same.

PART 1

Radio Communication Equipment and Accessories

**T0109
Solicitation #13-x-22183**

Approved Contractor Requested Changes and Bi-Annual Contract Updates

I) Contract Assignment:

Please be advised that Contract # 83898, originally awarded to Royal Communications Inc., is assigned to Northeast Communications Inc. All prices, terms and conditions of this contract remain the same.

Northeast Communications Inc., contact information is as follows:

Contractor: **Northeast Communications, Inc.**
244 E. Union Turnpike
Wharton, NJ 07885
Phone: 973-328-4000
Fax Number: 973-328-0266

Contact: **Robert Davieu, President**
Phone: **973-328-4000**
Fax: **973-328-0266**
E-Mail: bobd@northeastcom.com

II) Additional State Contractor Contact Information Updates:

Please be advised that the contact information for Contract # 83909, awarded to Motorola Solutions Inc. is updated to:

Marcial Mojena State Account Manager
Motorola Solutions
P.O. Box 305
Bordentown, NJ 08505-0305
Phone: 609-324-3653
Fax: 609-324-2849
Email Address: Mmojena@motorolasolutions.com

Please be advised that the contact information for Contract # 83911, awarded to EF Johnson is updated to:

Jessica Vo
Contract Administrator
O 972.819.2394
C 214.984.9946
E jvo@efji.com

Please be advised that the contact information for Contract # 83918, awarded to Pinnacle Wireless is updated to:

Stephanie Walsh, Regional Vice President of Sales
Pinnacle Wireless
18-01 Pollitt Drive
Fairlawn, NJ 07410
O-800-214-6642 x3126
C-201-749-2771
F-201-621-4334
Email Address: SWalsh@pinnaclewireless.com

Please be advised that the contact information for Contract # 83932, awarded to Harris Corporation Inc. is updated to:

Michael D. Kerwick
Harris Corporation
Public Safety & Professional Communications
609-256-3006 – Mobile
717-930-1020 – Fax
Email Address: mkerwick@harris.com

**III) Harris Corporation Contract # 83932 Approved Promotional Pricing:
Additional Discount of of current / existing Harris OEM Atate Contract
Pricing on
OpenSky2 infrastructure (Base Stations and Services)* and
OpenSky2 Mobile and Portable Radios and Accessories*.**

*Applies only to products and services purchased solely for use with a Harris OpenSky2 system or componenets thereof and may not be used toward any EDACS, P25 or Conventional system or components thereof.

Contact State Contract Manager to validate Contract Pricing and effective discount.

PART 2

Radio Communication Equipment and Accessories

**T0109
Solicitation #13-x-22183**

Contractors and Authorized Dealers/Distributors List



**NJ State Contract T-0109
Authorized Dealers/Distributors List**

Radio Communications and Equipment 13-x-22183 (T0109) Contractor & Reseller List, Contract # and Category Award			
Contractor	Contract #	Category Award	Authorized Distributors
AAT Communication Corp	83890	3,19	
Aeroflex Wichita	83913	12	
Allcomm Technologies Inc Note: Shaded Authorized Distributors/Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.	83902	1,2,3,4,13 1 15	David Clark Galtronics CTI
Amcom Software Inc	83912	17,18	
Atlantic Communications Inc. Note: Shaded Authorized Distributors/Dealers pending valid	83917	2,3,6 2,3,4	Impact Sigtronics

NJ Business Registration. All orders and invoicing must be completed through contract vendor.			
Aviat US Inc	83920	9	
Battery Zone Inc	83910	14	
Cassidian Communication (Plant Equipment Inc.)	83925	17,18,19,20,21	<p>Carousel Industries of North America 859 South Country Trail Exeter RI 02822</p> <p>Johnston Communications 345 Belleville Tpk North Arlington NJ 07032</p> <p>United Telephone Co. of NJ, Inc. / dba CenturyLink 1201 Walnut Bottom Rd. Carlisle Pa 17015 Contact: Elizabeth A. Neff, Business Sales Manager, 717-245-6868</p> <p>Verizon 1095 Ave of the Americas (Room 3103) New York, NY 10036</p>
Communication – Applied Technology	83915	7	
<p>D.M. Radio Service Corp dba / Communications Service Integrators</p> <p>Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.</p>	83897	1,3,7,8 2 14	<p>Tessco</p> <p>US Alert</p> <p>Power Products Unlimited</p>
Daniels Electronics Ltd.	83953	1,8	
E.F. Johnson Company	83911	1,2,3,8,13	<p>PMC Associates 8 Crown Plaza, Suite 106 Hazlett, NJ 07730 Attn: Adam Jackler</p> <p>Tactical Public Safety, Elite NSP</p>

			<p>RCE: Eastern Principle Contact: Jim Foley, CEO Sales Contact: Tim Sage, Manager 1036 Industrial Drive, West Berlin, NJ 08091 Phone: (856) 768-3336 Fax: (866) 477-3626</p> <p>Additional contact Info: Jim Foley (856) 857-8130; Tim Sage (609) 685-7014 Email: Jim.Foley@TacticalPublicSafety.com ; tim.sage@tacticalpublicsafety.com</p>
Electronic Systems Solutions (ESS) Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.	83905	9	Microwave Networks Elitek Valare Etersys Telco Systems
Emerging Power Inc	83919	14	
Ergoflex Systems Inc d/b/a. Xybix Systems Inc	83922	15	
Essential Management Solutions	83895	23	
Eventide Inc	83891	19	Electronic Systems Solutions (ESS) 15 Worth St. South Hackensack, NJ 07606 Quality Communications 1985 Swarthmore Ave Lakewood, NJ 08701 Pagecom Communications Specialists, Inc. 11 Harts Lane – Ste C East Brunswick, NJ 08816 Procomm Systems Inc 823 Uniontown Road Philipsburg Road Philipsburg, NJ 08865 TuWay Mobile Communications 2115 City Line Road Bethlehem, PA 18017 Telephone: 610-865-3811

			<p>Toll Free Number: 800-346-3700 Fax: 610-865-3818 Primary Contact: William Landis www.tuway.com</p> <p>Goosetown Communications Inc. 50 North Harrison Avenue Congers, NY 10920</p>
Goosetown Enterprises Inc	83892	1,15	<p>Wireless Electronics, Inc. 153 Cooper Road West Berlin, NJ 08091 Contact: Michael Travassos Phone: 856-768-4310 Fax: 856-753-9290 mtravassos@wirelessce.com</p>
Harris Corporation RF, Communication Division	83932	1,2,3,7,8,9,11,13,15,18,19	<p>Tactical Public Safety, Elite NSP RCE: Eastern Principle Contact: Jim Foley, CEO Sales Contact: Tim Sage, Manager Address: 1036 Industrial Drive, West Berlin, NJ 08091 Phone: (856) 768-3336 Fax: (866) 477-3626</p> <p>Additional Contact Info: Jim Foley (856) 857-8130; Tim Sage (609) 685-7014 Email: Jim.Foley@TacticalPublicSafety.com ; tim.sage@tacticalpublicsafety.com</p> <p>Eastern Communications Services, RCE RCE: Eastern Principle Contact: Michael S. Wolf, President Sales Contact: Scott Tschetter Address: 48-14 – 36th Street, Long Island City, NJ 11101 Phone: (718) 729-2044 Fax: (718) 729-2241 Email: msw@easterncommunications.com Alternate Email: swt@easterncommunications.com</p> <p>RF Design & Integration, Inc., Dealer RCE: Eastern Principle Contact: Robin Albert, President Address: 4725 Wingate Street, Philadelphia, PA 19116 Phone: (215) 331-5722 Fax: (215) 331-5723 Email: ralbert@rfdesign-int.com Alternate Email: admin@rfdesign-int.com</p>

			D.M. Radio Service Corp dba / Communications Service Integrators RCE: Eastern Principle Contact: Sandy Drysdale, President Address: 45 Perry Street, Chester, NJ 07930 Phone: (908) 879-2525 Fax: (908) 879-2322 Email: sdrysdale@csiradio.com Alternate Email: cdrysdale@csiradio.com
Icom America Inc Icom America does not currently offer sub-contractors as defined in Section 2.1 of this contract. The Authorized Icom Dealer's listed support New Jersey State Customers: Note: Shaded Authorized Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.	83923	2,3,4,5,8,13	Acocom East Hanover, NJ Alphacomm Gillette, NJ Bearcom Hasbrouck Heights, NJ Birch's Communications Mays Landing, NJ Coastwide Communications Neptune City, NJ ESS South Hackensack, NJ Holzberg Communications, Inc. Totowa, NJ J & H Radio Belleville, NJ Pagecom East Brunswick, NJ S.E.T. Communications, Inc. Somers Point, NJ Tekkcomm Franklinville, NJ Telco Communications Randolph, NJ Windspan Communications Manahawkin, NJ
Intrado Systems Corp	83916	17	
Kenwood USA Inc	83927	1,2,3	A.R. COMMUNICATIONS 91 MAIN ST

EATONTOWN, NJ 07724
732-542-8695
ANGEL RODRIGUEZ

ATLANTIC COMMUNICATIONS
664 RTE 15 SOUTH
LAKE HOPATCONG, NJ 07849
973-663-3777
GARY DAVIEAU

BIRCH'S COMMUNICATIONS
5720 MAIN ST
MAYS LANDING, NJ 08330
609-625-1915
LASHELLE BIRCH

COMMAND RADIO
319 KNICKERBOCKER AVE
HILLSDALE, NJ 07642
201-666-0131
SCOTTKARCICH

**D.M. RADIO SERVICE CORP dba /
COMMUNICATIONS SERVICE
INTEGRATORS**
45 PERRY ST
CHESTER, NJ 07930
908-879-2525
SANDY DRYSDALE

**ELECTRONIC SYSTEMS SOLUTIONS
(ESS)**
15 Worth St.
South Hackensack, NJ 07606

Additional Contact: 9 BASIN DR., SUITE 190
SOUTH KEARNY, NJ 07032
877-359-5350
TED H BETZ

GOOSETOWN COMM
58 N HARRISON AVE
CONGERS, NY 10920
845-268-7500
DAVID GOTTLIEB

JONACH ELECTRONICS
15 MERRY LA
EAST HANOVER, NJ 07936
973-428-9440
JAY JONACH

LICOM COMM & ELECT

2450 DURHAM RD
BRISTOL PA 19007
215-945-0998
RICH LIUZZI

MIDSTATE MOBILE RADIO

JAMES T POTTS
1681 S OLDEN AVE
TRENTON, NJ
609-888-1234
JIM POTTS

MOUNTAIN RADIO & ELECTRONICS

934 ROUTE 619
NEWTON, NJ 07860
973-579-1599
ERIC PFUNKE

MPS COMMS

1420 S. BROAD ST.
TRENTON, NJ 08610
609-394-2555
STEVE BUDASSI

QUALITY COMMUNICATIONS

1985 SWARTHMORE AVE
SUITE 4
LAKEWOOD NJ 08701
732-730-9000
BRIAN FORTIER

RADIO COMM SERVICE

940 EDDYSTONE AVE
EDDYSTONE, PA 19022
610-874-7100
DALE PETROVITCH

REGIONAL COMMUNICATIONS

64 E MIDLAND AVE
PARAMUS, NJ 07653
201-261-6600
ANTHONY SABINO

RF DESIGN AND INTEGRATION, INC.

4725 WINGATE STREET
PHILADELPHIA, PA 19136
215-331-5722
ROBIN ALBERT

			<p>SPECTRUM COMM. 47 N DELL AVE KENVIL, NJ 07847 973-252-4525 ED WINDT</p> <p>TACTICAL PUBLIC SAFETY 1036 INDUSTRIAL DRIVE W. BERLIN, NJ 08091 856-768-3336 JAMES FOLEY</p> <p>TED KINGSTON INC 5 E. WILLARD ROAD STRATHMERE, NJ 08248 609-263-8739 TED KINGSTON</p> <p>WHITE DOTTE COMM & ELECT 2345 ROUTE 206 SOUTHAMPTON, NJ 08088 609-267-6610 MICHAEL GREEN</p>
KML Technology Inc	83903	17	
Kova Corp	83906	18,19	
Motorola Solutions Inc.	83909	1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21	<p><u>Motorola Authorized Service Providers</u></p> <p>The subcontractors listed below will be responsible to support the installation & optimization of new radio communication systems, as well as additions to, upgrades of, and maintenance and support of existing radio communication equipment & systems.</p> <p>Allcomm Technologies, Inc. 5105 Highway 34 Farmingdale, NJ 07727 Contact: Ellen Bertiger Phone: 732-919-1144 Fax: 732-919-1411 sales@allcommni.com</p> <p>Electronic Service Solutions Inc. (ESS) 9 Basin Drive, Suite 190 Kearny, NJ 07032 Contact: Freda Chinchilla Phone: 201-488-2292 Fax: 973-690-5520 fchinchilla@gotoess.com</p>

Additional Location:

15 Worth Street
South Hackensack, NJ 07606
Contact: Freda Chinchilla
Phone: 201-488-2292
Fax: 201-488-1690
fchinchilla@gotoess.com

Goosetown Enterprises Inc.

58 N. Harrison Ave.
Congers, NY 10920
Phone: 888-466-7386
Fax: 845-268-5345

M & W Communications, Inc.

361 Quakertown Road
Flemington, NJ 08822
Contact: Betsy/Chip Malcarek
Phone: 908-788-6050
Fax: 908-782-3094
betchip@att.net

**Mid-State Mobile Radio
(James T. Potts)**

1681 South Olden Avenue
Trenton, NJ 08610
Contact: Jim Potts
Phone: 609-888-1234
Fax: 609-888-0804
jpotts@midstateradio.com

Pinnacle Wireless Inc.

80 Commerce Way
Hackensack, NJ 07601
Contact: Todd Brown
Phone: 201-488-1099
Fax: 201-621-4334
toddb@pinnacle-wireless.com

Quality Communications

1985 Swarthmore Avenue, Suite 4
Lakewood, NJ 08701
Contact: Brian Fortier
Phone: 732-730-9000 x104
Fax: 732-730-9005
E-Mail: brian.fortier@qualitywireless.com

Regional Communications, Inc.

East 64 Midland Avenue
Paramus, NJ 07652

Contact: Tony Sabino/Leo Kane
Phone: 201-261-6600
Fax: 201-261-6304
tsabino@regionalcom.com

Wireless Electronics, Inc.
776 Jernee Mill Road
Sayreville, NJ 08872
Contact: Michael Travassos
Phone: 732-926-1000
Fax: 732-390-8863
mtravassos@wirelessce.com

Additional Location:
55 Liberty Street
Metuchen, NJ 08847
Contact: Myron Polulak
Phone: 732-926-1000
Fax: 732-926-1194
mpolulak@wirelessce.com

Additional Location:
153 Cooper Road
West Berlin, NJ 08091
Contact: Michael Travassos
Phone: 856-768-4310 Fax: 856-753-9290
mtravassos@wirelessce.com

**Motorola Authorized Manufacturer
Representatives**

Below is a list of Authorized Manufacturer Representatives which Motorola has certified to engage under a contract resulting from this RFP. These Motorola Manufacturer Representatives are bound by the same terms, conditions and Price lines of any contract awarded to Motorola Solutions a result of this RFP. Accordingly, the Motorola Authorized Manufacturer Representatives listed below are permitted to provide equipment and services under a contract awarded to Motorola Solutions a result of this RFP. Authorized Dealers / Distributors / Resellers are then permitted to provide equipment under a contract awarded to that OEM as a result of this RFP.

Unless specifically listed below, no other entity is permitted by Motorola Solutions to provide equipment and services under a contract awarded a result of this RFP.

ALLCOMM TECHNOLOGIES INC.

ELECTRONIC SERVICE SOLUTIONS INC. (ESS)

GLOBAL TELECOM GROUP INC.

M & W COMMUNICATIONS

MIDSTATE MOBILE RADIO

(JAMES T. POTTS)

PIERCON SOLUTIONS

PINNACLE WIRELESS INC.

WIRELESS COMMUNICATIONS AND ELECTRONICS INC.

QUALITY COMMUNICATIONS

Mutualink Inc	83894	7	
New Jersey Business Systems Inc	83899	9,11	
Nice Systems	83921		<p>Delaware Office Equipment t/a D.O.E. Technologies 1200 Philadelphia Pike Wilmington, DE 19809 Contact: Joe Bunce 302-798-7500 x107 E-Mail: jbunce@doetech.com</p> <p>Micro Strategies, Inc. 104 Broadway Denville, NJ 07834 Contact: Chris Montalbano 973-625-7721 x6558 E-Mail: cmontalban@microstrat.com</p> <p>Wilmac Business Equipment Company, Inc. 3466 Progress Drive, Suite 112 Bensalem, PA 19020-5814 Contact: Joe Grube 800-836-1160 x209 E-Mail: jgrube@wilmacco.com</p>

Office Business Systems Holding Inc	83896	19	
O-MC Signal Research	83901	1,10,11	
Pinnacle Wireless a, Division of Nexlink Global Services Inc. Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.	83918	9,10 15 16 18,19	Watson Furniture Unipower Sabre Nice
PMC Associates Inc Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.	83900	10,13 1,2 1,2,3 1 1,8 1 2 2 2 2,3 3 7 9 15 15	Powertrunk Tait Bosch Telex Sinclair Technologies Cimmarron Technologies Con-Space Savox Sensear Datron Guardian Pyramid Communications Raytheon JPS Communications Exalt Concept Seating Evans Consoles

Procomm Professional Communications Systems Inc (PCS)	83931	1,2,3 8 11 15 16	PCS (OEM product line) Midland Radio Corporation 911 Direct Eaton
Queues Enforth Development	83889	21	
R.F. Design & Integration Inc	83907	10,11 1,2,3 1 1 1,9 1,8 7 12 9 9 10	Hytera Omnitronics SiteMinder Spectracom Bird TX-RX Harris Intraplex Convex Exalt Rinnicom Axell
Northeast Communications Inc.	83898	8	
Thales Communication	83914	2,8	Electronic Service Solutions, Inc. 15 Worth Street South Hackensack, NJ 07606 Contact: Freda Chinchilla Phone: 201-488-2292 Fax: 201-488-1690 fchinchilla@gotoess.com Quality Communications 1985 Swarthmore Avenue, Suite 4 Lakewood, NJ 08701 Contact: Brian Fortier Phone: 732-730-9000 x104 Fax: 732-730-9005

			E-Mail: brian.fortier@qualitywireless.com
Value Added Voices Solutions Inc.	83908	18,19	
Vertex Standard USA Inc.	83926	1,2,3	Dealers authorized to perform sales, service, maintenance, programming and installation of Vertex Standard Equipment. PMC Associates Contact: Mike Casciano 8 Crown Plaza # 106 Hazlet, NJ 07730-2472 Phone (732) 888-9300 Vendor ID Number 0076077 Command Radio Contact: Scott Karcich 319 Knickerbocker Ave. Hillsdale, NJ 07642 Phone (201) 666-0131 Triangle Communications Contact: Brent Chelshire 2362 Waldheim Ave. Scotch Plains, NJ 07076 Phone (908)518-0911
Quality Communication Systems Inc. (formerly WPCS International) Note: Shaded Authorized Distributors/ Dealers pending valid NJ Business Registration. All orders and invoicing must be completed through contract vendor.	83904	8 12 15 2,3 7	Sti-Co Bird Wrightline Otto Electronics Omnitronics
Zetron Inc	83924	7,15,17	Eastern Communications, Ltd. 48-14 36th Street Long Island City, NY 11101 Telephone: 718-729-2044 Fax: 718-729-2241 Primary Contact: Scott Tschetter www.easterncommunications.com Tactical Public Safety LLC 1036 Industrial Drive West Berlin, NJ 08091 856-768-3336

1-877-768-7811
Fax: 856-768-3666
Primary Contact: James Foley CEO
www.Tacticalpublicsafety.com

Goosetown Communications
58 N. Harrison Ave.
Congers, NY 10920
Telephone: 845-268-7500
Toll Free Number: 888-466-7386
Fax: 845-268-5345
Primary Contact: David Gottlieb
www.goosetown.com

Northeast Communications, Inc.
244 E. Union Turnpike
Wharton, NJ 07885
Phone: 973-328-4000
Fax Number: 973-328-0266
Contact: Robert Davieau, President
Phone: 973-328-4000
Fax: 973-328-0266
E-Mail: bobd@northeastcom.com

Mobile Techtronics Inc
1127 Lake Ave
Clark NJ, 07066
Telephone: 732-388-5385
Telephone: 973-844-0485
Toll Free Number: 800-251-6566
Fax: 732-388-5079
Primary Contact: Fred Illg Jr.
www.mobiletechtronics.com

Procomm Systems, Inc.
823 Uniontown Road
Phillipsburg, NJ 08865
Telephone: 908-387-6930
Toll Free Number: 800-834-9422
Fax: 908-387-6933
Primary Contact: Chuck Anastasio
www.procommssystem.com

Quality Communications
1985 Swarthmore Ave, Suite 4
Lakewood, NJ 08701
Toll Free Number: 1-800-245-8186 Fax: 732-730-9005
Primary Contact: Brian Fortier
E-Mail: brian.fortier@qualitywireless.com

			<p>Regional Communications Inc 64 E. Midland Ave, PO Box 144 Paramus, NJ 07652 Telephone: 201-261-6600 Fax: 201-261-6600 Toll Free Number: 800-877-7234 www.regionalcom.com Primary Contact: Tony Sabino</p> <p>Transcore, LP 8158 Adams Drive, Liberty Center – Bldg 200 Hummelstown, Pa. 17036 Telephone: 717-561-2400 Toll Free Number: Fax: 717-564-8439 Primary Contact: Darrell Loomis www.transcore.com</p> <p>TuWay Mobile Communications 2115 City Line Road Bethlehem, PA 18017 Telephone: 610-865-3811 Toll Free Number: 800-346-3700 Fax: 610-865-3818 Primary Contact: William Landis www.tuway.com</p>
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R# 147-14

**RESOLUTION OF THE CITY OF LONG BRANCH
REGARDING THE REFUNDING OF ITS GENERAL
IMPROVEMENT BONDS, SERIES 2006 AND THE
NEGOTIATED SALE OF SAME TO JANNEY
MONTGOMERY SCOTT LLC**

WHEREAS, the City of Long Branch, a municipal corporation of the State of New Jersey (the "City") desires to refund a portion of its General Improvement Bonds, Series 2006 dated January 15, 2006 (the "Prior Bonds") in order to achieve a net present value savings of at least 3% for the City;

WHEREAS, the City will issue bonds, the proceeds of which will be used to refund the Prior Bonds (the "Refunding Bonds");

WHEREAS, the City on June 10, 2014 finally adopted a refunding bond ordinance providing for the refunding of the Prior Bonds;

WHEREAS, Janney Montgomery Scott LLC is hereby selected as the Underwriter of the Refunding Bonds; and,

WHEREAS, the Refunding Bonds will be sold to the Underwriter at negotiated sale pursuant to the Local Bond Law; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, as follows:

Section 1. The Director of Finance / Chief Financial Officer of the City is hereby authorized to sell and award the Refunding Bonds to the Underwriter at negotiated sale.

Section 2. The details of the negotiated sale shall be confirmed by resolution of the City Council, adopted by not less than 2/3 vote of the full membership thereof pursuant to the Local Bond Law.

Section 3. All officers, representatives and agents of the City are hereby authorized and directed to execute and deliver any and all documents and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the sale, issuance and delivery of the Refunding Bonds and all related transactions contemplated by this resolution.

Section 4. This resolution shall take effect immediately.

Recorded Vote

AYES

5

NAYES

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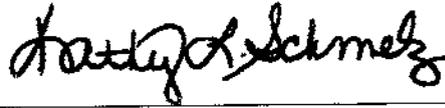
ABSENT

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ABSTAIN

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The foregoing is a true copy of a resolution adopted by the City Council of the City of Long Branch at a meeting held on June 10, 2014.



KATHY SCHMELZ, Clerk

**TENTATIVE TIMETABLE
CITY OF LONG BRANCH, NEW JERSEY**

\$14,980,000* General Obligation Refunding Bonds, Series 2014

May 27, 2014	Introduce a refunding bond ordinance at a regular meeting of the City Council. (City) (K&C)
May 29, 2014	Publish refunding bond ordinance with notice of pending ordinance (City)
June 9, 2014	Circulate first draft of Preliminary Official Statement to Working Group. (Underwriter's Counsel)
June 10, 2014	Public hearing on, and final adoption of, refunding bond ordinance. (City) (K&C)
June 10, 2014	Borough adopts resolution authorizing CFO to sell and award the Refunding Bond at negotiated sale. (K&C) (City)
June 12, 2014	Publish refunding bond ordinance with 20-day statement. (City)
June 16, 2014	Circulate second draft of POS to Working Group. (Underwriter's Counsel)
June 18, 2014	Submit financial information, numbers analysis and POS to Moody's. (Auditor) (City) (Underwriter)
On or about June 23, 2014	Moody's Conference Call. (City) (Auditor) (Underwriter)
June 23, 2014	Circulate draft of Bond Purchase Contract. (Underwriter's Counsel)
On or about June 30, 2014	Anticipated receipt of Moody's rating (Authority) (Auditor) (Underwriter)
On or about June 30, 2014	Electronically post POS (Underwriters Counsel)
July 2, 2014	End of 20 day estoppel period for refunding bond ordinance.
July 7, 2014	Pre-pricing conference call. (City) (Underwriter)
July 8, 2014	Pricing conference call, Sale of Refunding Bonds and enter into a Bond Purchase Contract. (City) (Underwriter)
July 8, 2014	Verification of pricing. (Verification Agent) (Underwriter) (City) (K&C)
July 8, 2014	Regular Meeting of the City to adopt resolution confirming the details of the negotiated sale by 2/3 vote of its full membership. (K&C) (City)
July 9 - 16, 2014	Distribute and finalize drafts of Closing Documents, Final POS, Closing Memorandum and Bond Purchase Contract. (Working Group)
July 22, 2014	Deliver Refunding Bonds to DTC. (K&C)
July 22, 2014 (Date of Delivery)	Date of Refunding Bonds.
July 22, 2014	Closing of Refunding Bonds. (Working Group)

* Preliminary, subject to change

The following key indicates the responsible parties outlined above:

City:	City of Long Branch 344 Broadway Long Branch, NJ 07740 (732) 222-7000 Ronald J. Mehlhorn, Sr., Director of Finance rmehlhorn@ci.long-branch.nj.us
City Auditor:	Holman Frenia Allison, P.C. 912 Highway 33, Suite 2 Freehold, NJ 07728 (732) 409-0800 Robert W. Allison, CPA, RMA, PSA, CGMA ballison@hfacpas.com
City Attorney:	Ansell, Zaro, Grimm & Aaron 1500 Lawrence Avenue Ocean, NJ 07712 (732) 922-1000 James G. Aaron, Esq. jga@ansellzaro.com
City Bond Counsel:	Kraft & Capizzi, LLC 505 Thornall Street, Suite 206 Edison, NJ 08837 (732) 902-6808 John L. Kraft, Esq. jkraft@kraftbonds.com Jason P. Capizzi, Esq. jcapizzi@kraftbonds.com Linda Thompson lthompson@kraftbonds.com
Underwriter:	Janney Montgomery Scott LLC 1580 Route 206 North Bedminster, NJ 07921 Vivian Altman, Managing Director valtman@janney.com (908) 470-3178 Sean Fisher, Associate sfisher@janney.com (212) 888-2389

Underwriter's Counsel:

Hawkins Delafield & Wood LLP
One Gateway Center, 24th Floor
Newark, NJ 07102

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Dallas, TX 75201

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(214) 468-6406

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Corporate Trust
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Pittsburgh, PA 15259

Daniel Davis
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(412) 234-1689

Verification Agent:

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Freehold, NJ 07728
(732) 409-0800

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ballison@hfacpas.com