

**RESOLUTIONS ADOPTED BY COUNCIL ON SEPTEMBER 24, 2015**

R226-15 RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS II FOR THE CITY OF LONG BRANCH

R227-15 RESOLUTION AWARDDING BID FOR CONTRACT FOR SAIRS AVENUE PHASE II ROADWAY IMPROVEMENTS

R228-15 RESOLUTION IMPOSING SPECIAL CONDITIONS ON PLENARY RETAIL LICENSE #1325-33-027-008 OWNED BY LB CITY, INC.

R229-15 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY URBAN ENTERPRISE ZONE FUNDS SHUTTLE SERVICE PROJECT 2015 \$60,000.00

R230-15 RESOLUTION FOR THE MAYOR AND CITY COUNCIL TO APPROVE THE SERVICE AGREEMENT FOR YEAR-ROUND SHUTTLE 2015-2016

R231-15 RESOLUTION CONDITIONALLY DESIGNATING BLACK RIDGE REALTY, INC. AS A REDEVELOPER AND AUTHORIZING THE REDEVELOPMENT COMMITTEE TO PURSUE COLLABORATIVE PROJECT DESIGN DEVELOPMENT AND THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT

R232-15 RESOLUTION TO REFUND OVERPAYMENT OF 2015 TAXES (BLOCK 254 LOT 29, BLOCK 243 LOT 60)

R233-15 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT (BLOCK 304.01 LOT 14)

R234-15 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 226-15

**RESOLUTION APPOINTING  
SPECIAL POLICE OFFICERS CLASS II FOR THE CITY  
OF LONG BRANCH**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Police Officers Class II for the City of Long Branch:

Robert Presley III  
Francis Sheldrick  
Eric Bacany  
Charles Conover  
Nicholas Bucciero  
Joseph Pannullo  
Evan Ruane  
Chris Fish  
Kevin Kuhn  
Thomas Hughes

**BE IT FURTHER RESOLVED** that the effective date of the appointment is September 24, 2015.

MOVED: Sirianni  
SECONDED: Bastelli

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24 DAY OF Sept 20 15  
\_\_\_\_\_  
MUNICIPAL CLERK, R.M.C.



**CITY OF LONG BRANCH  
POLICE DEPARTMENT  
344 Broadway  
Long Branch, New Jersey 07740  
(732) 222-1000**

**TO: Kathy Schmelz  
FROM: Joshua Bard  
DATE: September 9, 2015  
RE: Special Law Enforcement II Candidates**

**We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following individuals be included in an Monmouth County Police Class II Academy Resolution. The academy begins January 25, 2016.**

- 1. Robert Presley III**
- 2. Francis Sheldrick**
- 3. Eric Bacany**
- 4. Charles Conover**
- 5. Nicholas Bucciero**
- 6. Joesph Pannullo**
- 7. Evan Ruane**
- 8. Chris Fish**
- 9. Kevin Kuhne**
- 10. Thomas Hughes**

**Thank you for your anticipated cooperation. Please feel free to contact me at extension #5689 with any questions or concerns.**

**Respectfully submitted,**

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

**Lt. Joshua Bard**

R# 227-15

**RESOLUTION AWARDING BID  
CONTRACT FOR SAIRS AVENUE PHASE II  
ROADWAY IMPROVEMENTS**

**WHEREAS**, the City of Long Branch has the need to contract for Sairs Avenue Phase II Roadway Improvements and;

**WHEREAS**, through a fair and open process, the City has advertised to receive bids on September 10, 2015 for Sairs Avenue Phase II Roadway Improvements and the following bids were received as followed:

|                             | <b>Base Bid</b>     |
|-----------------------------|---------------------|
| <b>EARLE ASPHALT</b>        | <b>\$297,813.13</b> |
| <b>BLACK ROCK INC</b>       | <b>\$332,568.00</b> |
| <b>FERNANDES</b>            | <b>\$334,420.00</b> |
| <b>A-TEAM</b>               | <b>\$337,027.00</b> |
| <b>PM CONSTRUCTION</b>      | <b>\$350,542.00</b> |
| <b>PRECISE CONSTRUCTION</b> | <b>\$357,645.00</b> |
| <b>S.BATATA</b>             | <b>\$374,305.00</b> |
| <b>MIXALIA</b>              | <b>\$392,000.00</b> |
| <b>BRENNAN BROTHERS</b>     | <b>\$399,533.75</b> |

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

**WHEREAS**, it is the recommendation of the Engineer that it is in the City's best interest to award a contract to **Earle Asphalt Company** as the low bidder; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in, **Appro. #C-04-121-605, in the amount of \$136,313.13, Appro. #G-14-024-401, in the amount of \$161,500.00 for a Grand Total of \$297,813.13**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, and it is the recommendation of the Engineer and in the City's best interest that a contract be awarded to **Earle Asphalt Company** for **Sairs Avenue Phase II Roadway Improvements**, in accordance with the bid specifications and proposal, **for a sum not to exceed \$297,813.13.**

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



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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 25 DAY OF Sept 2015

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:

**IMPROVEMENTS TO SAIRS AVENUE -PHASE II**

Said contract being made as follows:

**EARLE ASPHALT COMPANY \$297,813.13**

Said funds being available in the form of:

**CITY WIDE PAVING APPRO. #G-14-024-401,\$161,500.00 # C-04-121-605,  
\$136,313.13 GRAND TOTAL = \$297,813.13**

  
\_\_\_\_\_  
Michael Martin, Chief Financial Officer

9/14/15  
Date

**LEON S. AVAKIAN, INC. Consulting Engineers**

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)  
PETER R. AVAKIAN, P.E., P.L.S., P.P.  
MEHRYAR SHAFAI, P.E., P.P.  
GREGORY S. BLASH, P.E., P.P.  
LOUIS J. LOBOSCO, P.E., P.P.  
GERALD J. FREDA, P.E., P.P.  
ALAN P. HILLA, JR., P.E., P.P.  
WILLIAM D. PECK, P.E., P.P.

September 11, 2015

Ms. Kathy Schmelz, Clerk  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

**Re: Improvements to Sairs Avenue-Phase II**  
**Recommendation of Award**  
**Our file: LB 13-08**

Dear Ms. Schmelz:

Bids were received on Thursday, September 10, 2015 for above referenced project. Ten (10) contractors purchased bid documents and of those, nine (9) complete bids were received. The base bid amount ranged from a low bid of \$297,813.13 to a high of \$399,533.75. The apparent low bid is marked with an asterisk (\*) as shown below:

|    | <b>Bidders</b>                    | <b>Bid Amount</b>                    |
|----|-----------------------------------|--------------------------------------|
| 1. | Earle Asphalt Company             | \$297,813.13 *                       |
| 2. | Black Rock Enterprises, LLC       | \$332,568.00                         |
| 3  | Fernandes Construction, Inc.      | <del>\$342,920.00</del> \$334,420.00 |
| 4. | A-Team Concrete Inc.              | \$337,027.00                         |
| 5. | P M Construction                  | \$350,542.00                         |
| 6. | Precise Construction, Inc.        | \$357,645.00                         |
| 7. | S. Batata Construction, Inc.      | \$374,305.00                         |
| 8. | Mixalia Enterprises               | \$392,000.00                         |
| 9. | Brennan Brothers Contracting, LLC | \$399,533.75                         |

The references for the low bidder, Earle Asphalt Company, P.O. Drawer 556, Farmingdale, NJ 07727 have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to Earle Asphalt Company in the amount of \$297,813.13, subject to the favorable review of the bid bond by the City Attorney, and the availability of funding to complete the project.

Should you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Gerald J. Freda, P.E.  
City Engineer

DMH:mfl

Enclosure

cc: Howard H. Woolley, Jr. Administrator  
Michael Martin, CFO  
David J. Spaulding, Jr., Purchasing Agent  
Fred Migliaccio, Director of Engineering

PHONE (732) 922-9229

FAX (732) 922-0044

LB/13/13-08 rec

**RESOLUTION IMPOSING SPECIAL CONDITION ON PLENARY RETAIL LICENSE #1325-33-027-008  
OWNED BY LB CITY, INC**

**WHEREAS**, plenary retail consumption license No. 1325-33-027-008 is owned by LB City, Inc.; and

**WHEREAS**, plenary retail consumption license is located at 23 Ocean Avenue in the City of Long Branch; and

**WHEREAS**, the City of Long Branch through the Long Branch Police Department, through an investigation of the Long Branch Police Department as to a number of incidents that have occurred at beach parties held by the licensee on its license premises during the summer seasons of 2014 and 2015; and

**WHEREAS**, the Police Department of the City of Long Branch has recommended to the Council of the City of Long Branch that a special condition be imposed upon the licensee, which special condition should improve the issues created by the licensees activities as it relates to other businesses in the area, crowd control, arrests and disturbances for improper conduct and noise complaints which have been received by the Police Department and have been investigated over the past two summers; and

**WHEREAS**, the special condition is deemed to be necessary and appropriate to allow the licensee to continue its operations; and

**WHEREAS**, the Public Safety Director of the City of Long Branch believes that the Special Condition sought to be imposed to wit:

“Events open to the public upon payment of an admission fee or other fee or fee equivalent as determined by the City of Long Branch and which features live or recorded music in any part of the enclosed portion of the beach located in the licensed premises (“beach premises”) shall not be permitted unless the licensee shall have obtained a Special Event Permit under the City of Long Branch Special Event Ordinance. This Special Condition shall not apply to private events held by full seasonal members of the beach club in the beach premises. The licensee understands that seasonal members do not include any daily member who joins for the specific purpose of having an event which features live or recorded

music. Private Event shall be defined as those events paid for by the member to whom only guests of the member are admitted without fee or fee equivalent. "

Is an appropriate Special Condition based upon the number of complaints by neighboring businesses and Police investigations, which have revealed that this Special Condition as proposed is necessary to protect the general public and welfare of the residents of the City of Long Branch; and

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Long Branch that License No. 1325-33-027-008 owned by LB City, Inc. hereby renewed for the 2015-2016 term with the imposition of a special condition to wit:

"Events open to the public upon payment of an admission fee or other fee or fee equivalent as determined by the City of Long Branch and which features live or recorded music in any part of the enclosed portion of the beach located in the licensed premises ("beach premises") shall not be permitted unless the licensee shall have obtained a Special Event Permit under the City of Long Branch Special Event Ordinance. This Special Condition shall not apply to private events held by full seasonal members of the beach club in the beach premises. The licensee understands that seasonal members do not include any daily member who joins for the specific purpose of having an event which features live or recorded music. Private Event shall be defined as those events paid for by the member to whom only guests of the member are admitted without fee or fee equivalent. "

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be forwarded to the licensee at addresses for the owner as on file with the Clerk's office; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately; and

**BE IT FURTHER RESOLVED**, that this Special Condition be annexed to the license issued to LB City, Inc.

OFFERED: Sirianni  
SECOND: Bastelli  
AYES: 5  
NAYES: 0  
ABSENT: 0  
0

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4000.1158.00279136.1

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-29-15  
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 29 DAY OF SEPT 2015  
MUNICIPAL CLERK, R.M.C.



R # 229-15

**RESOLUTION  
SPECIAL ITEM OF REVENUE  
STATE OF NEW JERSEY  
URBAN ENTERPRISE ZONE FUNDS  
SHUTTLE SERVICE PROJECT 2015  
\$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 2015 in the amount of \$60,000.00, which item is now available from the State of New Jersey, Urban Enterprise Zone Funds on hand with the City of Long Branch

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

|                            |             |
|----------------------------|-------------|
| State of New Jersey        |             |
| Urban Enterprise Zone Fund |             |
| Shuttle Service Project    | \$60,000.00 |

BE IT FURTHER RESOLVED that the Chief Financial Officer will apply electronically for approval from the Department of Community Affairs and attach this resolution hereto.

|           |                 |
|-----------|-----------------|
| APPROVED: | <u>Sirianni</u> |
| AND:      | <u>Bastelli</u> |
|           | <u>5</u>        |
| YES:      | <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 9-24-15  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 27 DAY OF Sept 2015  
MUNICIPAL CLERK, R.M.C.

R# 230-15

**RESOLUTION FOR THE MAYOR AND CITY COUNCIL TO APPROVE THE SERVICE AGREEMENT FOR YEAR-ROUND SHUTTLE SERVICE 2015-2016**

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

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

**WHEREAS**, the City of Long Branch Urban Enterprise Zone Board of Directors authorized the use of \$55,500 of the Urban Enterprise Zone Assistance Fund for Year-Round Shuttle Service certified in account number G-15-053-401 to support drivers for the service for five days weekly during the year and seven days weekly during the summer period until Labor Day; and

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

**WHEREAS**, In item #2 ( a ) on page #2 of 11 of the AGREEMENT reads the "...LONG BRANCH, will pay to MEADOWLINK a total price not to exceed \$55,500 (Fifty-five Thousand Five Hundred Dollars) for the year" ; and

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

**WHEREAS**, the project will operate from October 1, 2015 through September 30, 2016; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize that \$55,500 of UEZ matching funds are used for the project and that this Agreement is approved for the purpose of addressing the Year-Round Shuttle Service costs and expenditures relevant to the Year-Round Shuttle Service Project for the City of Long Branch UEZ Program.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
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RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24 DAY OF Sept 2015  
\_\_\_\_\_  
MUNICIPAL CLERK, R.M.C.



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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

**UEZ YEAR- ROUND SHUTTLE**

Said contract being made as follows:

**MEADOWLANDS TRANSPORTATION BROKERAGE CORP. (T/A  
MEADOWLINK) \$60,000.00**

Said funds being available in the form of:

**#G-15-053-401, \$60,000.00 THIS CONTRACT IS CONTINGENT UPON  
APPROVAL OF CHAPTER 159 BEING APPROVED BY THE GOVERNING  
BODY AND THE DIVISION OF LOCAL GOVERNMENT SERVICES**

 *Comptroller* 9-15-15  
Michael Martin, Chief Financial Officer Date

**SHUTTLE SERVICES AGREEMENT BETWEEN**

**THE COUNCIL OF  
CITY OF LONG BRANCH**

**AND**

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

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2015, and effective when executed by all parties (the "Effective Date"), between the Council of City of Long Branch, (hereinafter "**LONG BRANCH**"), with its municipal building located at 344 Broadway, Long Branch, New Jersey 07740, and Meadowlands Transportation Brokerage Corporation D/B/A MEADOWLINK (hereinafter "**MEADOWLINK**") a New Jersey non-profit corporation, having its principal place of business at 144 Park Place East, Wood-Ridge, New Jersey 07075, (collectively hereafter, the "Parties").

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

**WHEREAS**, LONG BRANCH has participated in this grant for two years and is desirous of continuing with the shuttle service for another year; and

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

**1. Shuttle Service.**

(a) MEADOWLINK agrees to provide a shuttle service connecting the Long Branch Train station with various locations in Long Branch City, per the route set forth on **Exhibit-**

A and the schedule set forth on **Exhibit-B**, which are attached hereto and made a part hereof. The route and shuttle stops have been selected by LONG BRANCH in coordination with MEADOWLINK. This route may be modified from time to time as mutually agreed upon by all parties. The list of holidays when shuttle service will not be provided is set forth on **Exhibit-C**, which is attached hereto and made a part hereof.

(b) The shuttle will run 5-days a week (M – F) until Memorial Day weekend in May' 2016, when it will start running all seven (7) days a week until Labor Day weekend in September' 2016. It will revert back to running 5-days a week after Labor Day weekend.

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

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

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

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

## **2. Cost and Fares.**

(a) LONG BRANCH, will pay to MEADOWLINK a total price not to exceed \$55,500 (Fifty Five Thousand Five Hundred Dollars) for the year. For eight (8) hours of shuttle service each day from Monday to Friday, LONG BRANCH will pay \$3,500 (Three Thousand Five Hundred Dollars) per month. The additional cost for weekend and holiday service will be charged per details noted below.

(b) LONG BRANCH may request changes in the route and schedule, which MEADOWLINK will accommodate as soon as feasible so long as the total hours of service

in a day do not exceed eight (8) hours during the week (M – F). With at least five (5) business days advance notice, LONG BRANCH may request service beyond the schedule included at Exhibit “A,” which will be billed as under:

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

(c) MEADOWLINK will collect a fare of one dollar (\$1.00) per person per ride. There is no discount for seniors; children under 10 ride free when accompanying fare paying adults.

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

### **3. Term.**

(a) The term of this Agreement shall commence on the Effective Date and will continue in effect through September 30, 2016, unless extended by mutual agreement in writing.

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

(c) Additionally, in the event of a Default (Clause 4), the non-defaulting party may terminate this Agreement by written notice and all rights hereunder shall cease, but without prejudice to any claim by any party against the other arising prior to the effective date of

termination. Termination pursuant to this sub-clause (c) shall be effective upon the date of receipt of such notice or the date specified therein, whichever is later.

#### **4. Default.**

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

- (a) Failure to Perform. A material breach of any term, covenant or agreement herein which continues un-remedied or uncorrected for a period of fifteen (15) calendar days, after written notice of default and demand for the cure of such default, from the non-defaulting party; or
- (b) Creditors – Bankruptcy. If a party makes an assignment for the benefit of other creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of any substantial part of its property, or (save for the purpose of reorganization or amalgamation without insolvency) commences any proceeding relating to itself under any reorganization, arrangement, readjustment or debt, dissolution or liquidation under law or statute of any jurisdiction, whether now or hereafter in effect, or if it by any act indicates consent to, approval of, or acquiescence in, the appointment of any receiver or any trustee for it, or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (30) calendar days; or
- (c) Cessation of Business. If a party ceases its business or operations covered under this Agreement or its legal existence.

#### **5. Force Majeure.**

The Parties shall not be liable for loss or delays or failure in performance of any part of this Agreement from any cause reasonably beyond their control and without their fault or negligence, including, but not limited to, acts of God, strikes, traffic, or weather conditions (collectively referred to as “Force Majeure” conditions). The Party affected by a Force Majeure condition, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of the Force Majeure condition, provided,

however, that the party so affected shall use diligence to avoid or remove such cause of nonperformance and shall resume performance whenever such condition is removed or ceases.

**6. Representations.**

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

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

**7. Notices.**

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

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

LONG BRANCH: Long Branch Municipal Building  
344 Broadway  
Long Branch, NJ 07740  
Attn: Howard H. Woolley Jr.  
Business Administrator  
Tel: 732-571-5645  
Fax: 732-775-5143  
Email: [hwoolley@ci.long-branch.nj.us](mailto:hwoolley@ci.long-branch.nj.us)

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

## **8. Indemnity.**

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

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

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

## **9. Assignment.**

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

## **10. Governing Law and Forum.**

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



**11. Amendment.**

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

**12. Agreement.**

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

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

**13. Separability.**

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

**14. Authority.**

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

**REMAINING PAGE INTENTIONALLY LEFT BLANK**

*Signature page follows.*

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

**City of Long Branch**

**Meadowlands Transportation Brokerage  
Corporation d/b/a MEADOWLINK**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Adam Schneider

Name: Krishna Murthy

Title: Mayor

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attestation:**

**For City of Long Branch**

**For Meadowlink**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Howard Woolley

Name: Avnish Gupta

Title: Business Administrator

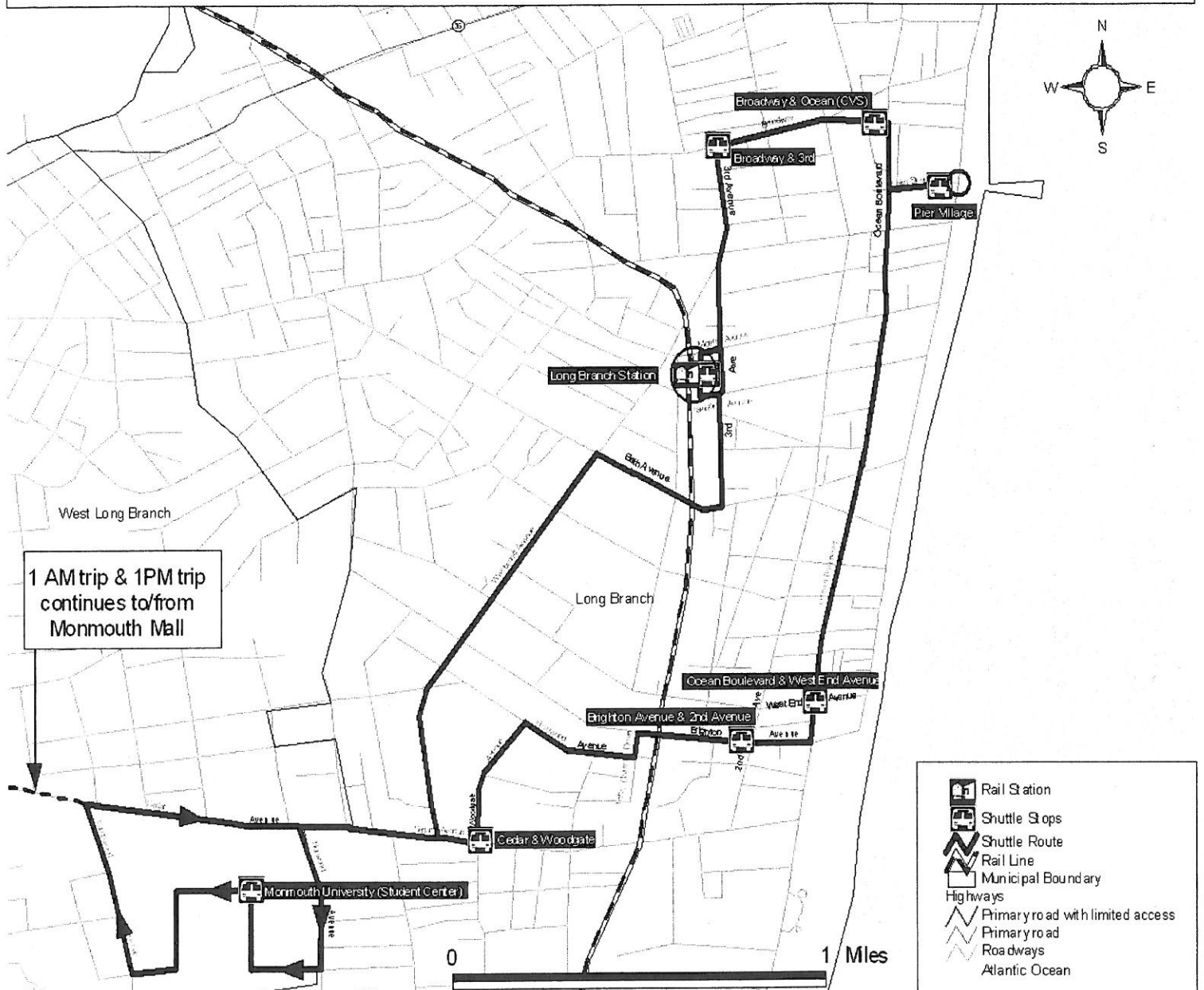
Title: Assistant Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## Long Branch Shuttle Route



# EXHIBIT B

## Long Branch Community Shuttle Schedule

| AM Schedule Mon - Fri   |      |      |      |      |      |       |
|---|------|------|------|------|------|-------|
| Long Branch Rail Station (Train Arrives From New York/Newark) | -    | 7:12 | 7:54 | 8:38 | 9:23 | -     |
| Long Branch Rail Station (Shuttle Leaves)                     | 6:55 | 7:16 | 7:58 | 8:42 | 9:24 | 9:53  |
| Monmouth University (Student Center)                          | -    | 7:23 | 8:07 | 8:51 | 9:32 | 10:00 |
| Woodgate Avenue & Cedar Avenue (Cedar & Beeches)              | 7:00 | 7:26 | 8:10 | 8:54 | 9:35 |       |
| Brighton Avenue & 2nd Avenue                                  | 7:03 | 7:29 | 8:13 | 8:57 | 9:38 |       |
| Ocean Boulevard & West End Avenue                             | 7:04 | 7:31 | 8:15 | 8:59 | 9:40 |       |
| Pier Village  | 7:07 | 7:35 | 8:19 | 9:03 | 9:44 |       |
| Broadway & Ocean Ave (CVS)                                    | 7:09 | 7:37 | 8:21 | 9:05 | 9:46 |       |
| Broadway & 3rd Avenue (Brookdale)                             | 7:11 | 7:39 | 8:23 | 9:07 | 9:48 |       |
| Long Branch Rail Station (Shuttle Arrives)                    | 7:15 | 7:43 | 8:27 | 9:11 | 9:52 |       |
| Monmouth Mall (AMC Theater) (ONLY ONE DROP-OFF)               |      |      |      |      |      | 10:15 |
| Long Branch Rail Station (Train Leaves To New York/Newark)    | 7:33 | 7:45 | 8:29 | 9:13 | 9:54 | -     |

| PM Schedule Mon-Fri   |      |      |      |      |      |      |      |      |
|---|------|------|------|------|------|------|------|------|
| Long Branch Rail Station (Train Arrives From New York/Newark) | -    | 3:25 | -    | 4:24 | 5:52 | 6:24 | 6:48 | 7:19 |
| Monmouth Mall (AMC Theater) (ONLY ONE PICK-UP)                | 3:02 |      |      |      |      |      |      |      |
| Long Branch Rail Station (Shuttle Leaves)                     | 3:18 | 3:47 | 4:15 | 4:55 | 5:56 | 6:26 | 6:54 | 7:23 |
| Monmouth University (Student Center)                          | 3:25 | 3:54 | 4:22 | 5:02 | 6:03 | 6:33 | 7:01 | 7:30 |
| Woodgate Avenue & Cedar Avenue (Cedar & Beeches)              | 3:28 | 3:57 | 4:25 | 5:05 | 6:06 | 6:36 | 7:04 | 7:33 |
| Brighton Avenue & 2nd Avenue                                  | 3:31 | 4:00 | 4:28 | 5:08 | 6:09 | 6:39 | 7:07 | 7:36 |
| Ocean Boulevard & West End Avenue                             | 3:33 | 4:02 | 4:30 | 5:10 | 6:11 | 6:41 | 7:09 | 7:38 |
| Pier Village  | 3:37 | 4:06 | 4:34 | 5:14 | 6:15 | 6:45 | 7:13 | 7:42 |
| Broadway & Ocean Ave (CVS)                                    | 3:39 | 4:08 | 4:36 | 5:16 | 6:17 | 6:47 | 7:15 | 7:44 |
| Broadway & 3rd Avenue (Brookdale)                             | 3:41 | 4:10 | 4:38 | 5:18 | 6:19 | 6:49 | 7:17 | 7:46 |
| Long Branch Rail Station (Shuttle Arrives)                    | 3:45 | 4:14 | 4:42 | 5:22 | 6:23 | 6:53 | 7:21 | 7:50 |
| Long Branch Rail Station (Train Leaves To New York/Newark)    | 3:49 | -    | 4:48 | 5:36 | 6:37 | 6:55 | 7:19 | 8:00 |

Effective 9/8/15

## **Exhibit C**

### **List of Holidays – No Shuttle Service**

1. New Year's Day
2. Thanksgiving Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Christmas Day
7. Other holidays as designated by LONG BRANCH

RESOLUTION 231-15

**RESOLUTION CONDITIONALLY-DESIGNATING BLACK RIDGE REALTY, INC.  
AS A REDEVELOPER AND AUTHORIZING THE REDEVELOPMENT COMMITTEE  
TO PURSUE COLLABARATIVE PROJECT DESIGN DEVELOPMENT AND THE  
NEGOTIATION OF A REDEVELOPMENT AGREEMENT**

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-6(a) of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), 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 N.J.S.A. 40A:12A-5(a)-(e); and

**WHEREAS**, on May 14, 1996, the Mayor and Council enacted Ordinance No. 15-96 adopting the Oceanfront-Broadway Redevelopment Plan ("Redevelopment Plan") for the designated Redevelopment Area; and

**WHEREAS**, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City ("Redevelopment Agency"); and

**WHEREAS**, in or about August 2015, Black Ridge Realty, Inc. ("Black Ridge") submitted a request for Qualifications (RFQ) outlining its experience and qualifications as a candidate to redevelopment a portion of the Beachfront South Sector of the Redevelopment Area and submitted a Request for Proposal (RFP), outlining a concept for such proposed development (the "Proposed Project") of properties located at 345 Ocean Avenue and designated on the City of Long Branch Tax Map as Block 216, Lot 14.01 (the "Property"); and

**WHEREAS**, the Redevelopment Design Review Committee (the "DRC") and City financial consultants have reviewed the RFQ determined that Black Ridge has preliminarily demonstrated its experience and qualifications to develop the Properties, subject to verification of its ability to finance and construct the Proposed Project once the design details are finalized for the Proposed Project; and

**WHEREAS**, the DRC has reviewed the RFP and has met with Black Ridge and reviewed its design concepts for the Proposed Project and has determined that the Proposed Project, at the conceptual level, meets the goals and objectives of the Redevelopment Plan; and

**WHEREAS**, the Property is subject to the requirements of the Redevelopment Plan, the Design Guidelines Handbook 1, outlining the development standards for the Redevelopment Area generally, and Design Guideline Handbook 6, outlining the development standards specifically for the Beachfront South Sector ("Design Guidelines"); and

**WHEREAS**, on September 8, 2015, Black Ridge appeared before the Mayor and Council of the City during a public meeting and presented the Proposed Project for the development of the Property; and

**WHEREAS**, while the Council believes that the Proposed Project requires further refinement in certain design details, the Council has determined to conditionally-designate Black Ridge as a redeveloper for the Property, subject to further review and refinement of Black Ridge's plans to construct and finance the Proposed Project and the negotiation and execution of a redevelopment agreement setting forth the respective rights and obligations of the parties in connection with such redevelopment.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that Black Ridge is hereby conditionally-designated as a redeveloper for the Property, subject to the conditions set forth herein.

**BE IT FURTHER RESOLVED** that Black Ridge post an escrow in the amount required pursuant to City Code §345-94(E) and maintain such escrow during the term of this conditional-designation.

**BE IT FURTHER RESOLVED** that such conditional-designation shall be effective for a period of one hundred and twenty (120) days from the adoption of this Resolution, during which time period the City shall not solicit any other redevelopment proposals for the Property and shall engage in exclusive negotiations with Black Ridge with respect to the Property.

**BE IT FURTHER RESOLVED** that the Redevelopment Committee is hereby authorized and directed to conduct further due diligence into Black Ridge and its plans to construct and finance the Proposed Project and to engage in negotiations of a redevelopment agreement with Black Ridge, to address the respective rights and obligations of the parties, including but not limited to a development schedule, public contributions and/or off-site infrastructure/public elements, such redevelopment agreement being subject to review and approval by the City Council and the execution to be authorized by City Council resolution.

**BE IT FURTHER RESOLVED** the Redevelopment Committee is hereby authorized and directed to work collaboratively with Black Ridge to refine the Proposed Project and assure that the Proposed Project meets the requirements of to Design Guidelines.

**BE IT FURTHER RESOLVED** that if Black Ridge cannot finalize the Project Plans so that they meet all of the requirements of the Design Guidelines and/or the Redevelopment Committee is unable to successfully negotiate a satisfactory redevelopment agreement and present such proposed redevelopment agreement to the City Council within one hundred and twenty (120) days from the date hereof, the Redevelopment Committee shall, prior to the expiration of such one hundred and twenty (120) days, report the status of the design review and negotiations to the Council and make recommendation to the Council, based upon which the Council shall determine, in its sole discretion, to either (a) extend the time for such design review and negotiations for a reasonable period of time, if such extension is deemed likely to result in a Design Guidelines compliant project and a satisfactory agreement, or (b) cease such negotiations and de-designate Black Ridge as a conditional redeveloper for the Property.



**BE IT FURTHER RESOLVED** that this conditional-designation does not constitute an approval of any specific concept plan presented to date, which plans and design details remain subject to further review and refinement, in the City's discretion, nor shall this conditional-designation be deemed to vest or secure any approval, right or interest with respect to the Redevelopment Area, the Property, the development thereof or any specific concept plan, absent an executed redevelopment agreement setting forth any such rights of the parties.

MOVED: Sirianni  
SECONDED: Bastelli

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24 DAY OF Sept 2013  
[Signature]  
MUNICIPAL CLERK, R.M.C.

R# 232-15

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2015 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 2015 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 2015 taxes in the amount of \$3,126.55.

| BLOCK | LOT | QUAL. | OWNER  | AMOUNT   |
|-------|-----|-------|--|----------|
| 254   | 29  |       | CoreLogic<br>Account of: Taveras, Odalis<br>Attn: Refund Dept.<br>PO Box 961250<br>Fort Worth, TX 76161-9858 | 1,586.54 |
| 243   | 60  |       | Antonio Bagagem<br>62 Jackson Street<br>Long Branch, NJ 07740  | 1,540.01 |

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 9-24-15  
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 28 DAY OF Sept, 2015  
MUNICIPAL CLERK, R.M.C.

R# 233-15

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown below charging taxes for the years indicated in the amount of \$6,506.36.

| BLOCK  | LOT | NAME   | YEAR | AMOUNT   |
|--------|-----|--|------|----------|
| 304.01 | 14  | City of Long Branch                            | 2012 | 2,084.38 |
|        |     | Account of: Paley, Lisa D. & De Baene, Kenneth | 2013 | 2,173.75 |
|        |     |  | 2014 | 2,248.23 |

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-24-15  
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 15 DAY OF Sept 2015  
MUNICIPAL CLERK, R.M.C.

R# 234-15

**RESOLUTION  
APPROVAL PAYMENT OF BILLS**

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

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

MOVED: Sirianni  
SECONDED: Bastelli

AYES: 5

NAYES: 0

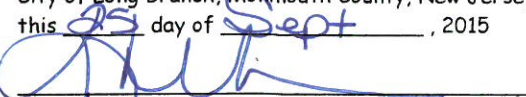
ABSENT: 0

ABSTAIN: 0

State of New Jersey  
County of Monmouth  
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on 9-24-15.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 25 day of Sept, 2015

  
Kathy L. Schmelz, City Clerk



# PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of September 24, 2015. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

|  |  |   |              |
|--|--|---|--------------|
| 24 Hour Locksmith, LLC                     | Emergency Service - Key Broke Off in Lock - Municipal Garage                 | * | 225.00       |
| Alexander Kelly                            | Cell Phone Allowance - July thru September 2015 - IT Department              |   | 120.00       |
| All Hands Fire Equipment                   | Badges - Fire Department   |   | 210.94       |
| Alonzo Rawls                               | DJ for Beach Party - 08/15/2015 - Recreation                                 |   | 675.00       |
| AT&T                                       | Telephone Service - Bills Dated August 2015 - Central, Fire & CDBG/VEZ       | * | 2,464.08     |
| AT&T                                       | Telephone Service - Bills Dated August 2015 - Central, Fire & Recreation     | * | 142.56       |
| Atlantic Plumbing Supply Corp.             | Miscellaneous Plumbing Supplies - Public Works                               |   | 53.90        |
| B & H Photo                                | Computers - IT Department  |   | 1,149.98     |
| Be Our Guest Entertainment                 | Entertainment for Annual Picnic - 8/21/2015 - Senior Affairs                 |   | 350.00       |
| Bergey's Truck, Inc.                       | Compressor - PW # 177 - Public Works   | * | 349.49       |
| Beyer Fleet                                | Auto Parts for Various Vehicles - Police                                     |   | 6,279.39     |
| Boundary Fence, Co                         | Supply & Install Chain Link Fence - City Hall Parking Lot - Public Works     |   | 8,750.00     |
| Builders' General                          | Door for Administration Office - Public Works                                |   | 168.34       |
| Bullet Look & Safe Co., Inc.               | Miscellaneous Keys/ Locks - Various Departments                              |   | 496.65       |
| Cablevision Lighthouse                     | Monthly Dark Fiber Lease - September 2015 - IT Department                    |   | 1,500.00     |
| Carl F. Jennings                           | Cell Phone Allowance - July thru September 2015 - Recreation Department      |   | 120.00       |
| CDWG                                       | Replacement Parts for Printer - Police Department                            |   | 275.00       |
| City of Long Branch Clearing Account       | To Reimburse Clearing Account  | * | 51,763.50    |
| City of Long Branch Clearing Account       | To Reimburse Clearing Account  | * | 314,502.49   |
| City of Long Branch Clearing Account       | To Reimburse Clearing Account  | * | 464,306.49   |
| City of Long Branch Clearing Account       | To Reimburse Clearing Account  | * | 57,234.50    |
| City of Long Branch Clearing Account       | To Reimburse Clearing Account - Payroll Dated 09/11/15                       | * | 1,034,046.99 |
| City of Long Branch Payroll Agency Account | Health Benefits - September 2015   | * | 435,510.30   |
| City of Long Branch Payroll Agency Account | Payroll Dated 09/11/15   | * | 988,114.40   |
| City of Long Branch Payroll Agency Account | Payroll Dated 09/11/15 - FICA/Medicare                                       | * | 45,932.59    |
| Coast Hardware                             | Miscellaneous Hardware - July 2015 - Traffic                                 |   | 26.87        |
| CWA Local 1075                             | Dental & Vision Insurance - September 2015                                   | * | 5,200.00     |
| D M S & D Associates                       | Sorbital - Public Works  |   | 1,374.00     |
| D. W. Smith Associates, LLC                | Professional Services Rendered - Turf Field Replacement - July & August 2015 |   | 997.50       |
| Danna Kawut                                | Cell Phone Allowance - July thru September 2015 - Community Development      |   | 120.00       |
| David Kolodinsky                           | Mileage Reimbursement - July thru August 2015 - Health Department            |   | 94.88        |
| David Roach                                | Cell Phone Allowance - July thru September 2015 - Health Department          |   | 120.00       |
| David Spaulding                            | Cell Phone Allowance - July thru September 2015 - Purchasing                 | * | 1,256.88     |
| Dearborn National Life Insurance           | Life Insurance - September 2015  | * | 11,814.00    |
| Edmunds & Associates                       | 2015 Software Maintenance Agreement - Tax & Finance                          |   | 734.00       |
| Efinger Sporting Goods Co                  | Soccer Balls/ Sauer Field Cones - Recreation                                 |   |              |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Pymt# 12

Pymt# 9

| Vendor Name                          | Service Description  | Amount    | Account     |
|--------------------------------------|--|-----------|-------------|
| Fire & Safety Services LTD           | Pump Service - Fire Department   | 1,975.00  |             |
| Fire One                             | Aerial Testing - Fire Department   | 650.00    |             |
| Freethold Ford, Inc.                 | Throttle Body Service - Public Works   | 699.71    |             |
| Gloria Winnick                       | Reimbursement for Purchase of Coffee Carafe for Office - Administration          | 40.08     | *           |
| Horizon Blue Cross Blue Shield of NJ | Dental Insurance - September 2015  | 13,949.96 | *           |
| Hunter Jersey Peterbilt              | Freon - Public Works   | 375.00    |             |
| Jacob L Jones                        | Cell Phone Allowance - July thru September 2015 - Community Development          | 120.00    |             |
| Jersey Cape Diagnostic               | Beach Badges - Recreation  | 54,971.70 |             |
| Jersey Central Power & Light         | Electric Service - Bills Dated August & September 2015 - Street Lighting         | 284.76    | *           |
| Jersey Central Power & Light         | Electric Service - Bills Dated July through September 2015 - Various Departments | 2,908.42  | *           |
| Jewel Electric Supply Co             | Traffic Signal Bulbs - Police Department   | 228.48    |             |
| Kepwell Water                        | Cooler Rental - May thru July 2015 - Finance Department                          | 30.00     |             |
| Konica Minolta Business Solutions    | Copier Agreement - July 2015 - Senior Center                                     | 335.04    |             |
| Leon S. Avakian, Inc.                | Engineering Services Rendered - Brighton Ave Streetscape- June thru July 2015    | 30,447.50 | Pymt # 4    |
| Lexis Nexis Risk & Information       | Engineering Services Rendered - Sairs Avenue Phase II - July & August 2015       | 610.00    | Pymt# 3     |
| Liberty Paper & Janitorial Supply    | Account License - July 2015 - Police   | 50.00     | *           |
| Maser Consulting, P.A.               | Miscellaneous Janitorial Supplies - City Hall & Beachfront - Public Works        | 909.60    |             |
| Maser Consulting, P.A.               | Engineering Services Rendered - Zoning Board Ordinance - March 2015              | 526.45    | Pymt# 26    |
| Masune First Aid & Safety            | Engineering Services Rendered - Zoning Board Ordinance Update - March 2015       | 3,464.80  | Pymt# 1 - 3 |
| Mazza & Sons Inc.                    | Various Medical Items - Recreation Department                                    | 528.40    |             |
| Meadowlink Transportation            | Recycle Tires - July 2015 - Public Works   | 950.00    |             |
| Michael A. Irene, Jr. Esq.           | Year Round Shuttle Service - Weekday & Weekend Service - August 2015             | 5,740.00  | Pymt #12    |
| Michael A. Irene, Jr. Esq.           | Legal Services Rendered - Retainer - Zoning Board - July 2015                    | 500.00    | Pymt# 6     |
| Mid-Atlantic Fire & Air              | Legal Services Rendered - Zoning Board Legal Services - July 2015                | 42.00     | Pymt# 7     |
| Mid-Atlantic Rescue Systems          | Compressor Service - Fire Department   | 695.00    |             |
| Mike Chambers Oakhurst Electric      | Various Brackets - Police Department   | 3,221.56  |             |
| Moore Medical                        | Supply & Install Photo Cell on Pole Lights - Administration                      | 2,100.00  |             |
| New Jersey American Water Co.        | Gloves - Police Department   | 382.70    |             |
| New Jersey American Water Co.        | Water Service - Bills Dated July & August 2015 - Fire & Parks                    | 319.20    | *           |
| New Jersey American Water Co.        | Water Service - Bills Dated July & August 2015 - Hydrants                        | 16,568.00 | *           |
| Party Pair                           | Paper Goods & Decorations for Picnic - 08/21/2015 - Senior Center                | 218.80    |             |
| Paul Conway Shields                  | Shields - Fire Department  | 1,816.06  |             |
| Pavement Stencil Company             | Various Signs for the City - Police Department                                   | 1,126.80  |             |
| Peaceable Kingdom                    | Plaques - Administration   | 330.00    |             |
| Perry's Trophy                       | Name Plate - Zoning Board  | 12.00     |             |
| Really Appraisal Company             | Reevaluation Appraisal Services - Bills Dated 08/31/15                           | 27,000.00 | Pymt # 11   |
| Red the Uniform Tailor               | Uniform - B. Garret - Police Department  | 1,105.65  |             |
| Riggins Incorporated                 | Gasoline & Diesel Fuel - August 2015 - Gasoline                                  | 23,020.81 |             |
| Robin Young                          | Reimbursement for Meeting - 08/21/2015 - Municipal Court                         | 10.00     |             |
| Saker Shoprites, Inc.                | Food / Refreshments for Various Functions-August 2015 - Senior Center            | 503.90    |             |
| Salvatore Merkel                     | Cell Phone Allowance - July thru September 2015 - Fire Department                | 120.00    |             |
| Scoles Floorshine Industries         | Janitorial Supplies for Beachfront - Public Works                                | 44.40     |             |
| Seaboard Welding Supply              | Oxygen Compressed - Public Works   | 136.50    |             |
| Sharp Electronics Corp               | Copier Rental - August 2015 - Recreation   | 198.05    | *           |
| Sheraton Atlantic City               | Hotel Reservation for Annual GFOA Conference - Finance                           | 286.00    |             |
| Shoreline Harley-Davidson            | Replaced Muffler Clamp & Repaired Broken Wires - Police Motorcycle               | 114.77    |             |
| Sickles Market LLC                   | Food & Door Prize - Annual Picnic - August 21, 2015 - Recreation                 | 101.32    |             |
| Sig Sauer                            | Ammunition - Police Department   | 34,676.00 |             |

\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Siperstein's  
 Specialty Graphics  
 Stan Dzuba  
 State of NJ Police  
 Stavola Asphalt Company  
 T&M Associates  
 T&M Associates  
 Terri L. Turner  
 Theresa Giordano  
 Tina Brown  
 Verizon Communications  
 Vision Service Plan  
 W.B. Mason Co., Inc.

**TOTAL CURRENT**

Brinkerhoff Environmental Services  
 Brinkerhoff Environmental Services  
 City of Long Branch Clearing Account  
 Leon S. Avakian, Inc.  
 Leon S. Avakian, Inc.  
 Leon S. Avakian, Inc.  
 Leon S. Avakian, Inc.  
 Leon S. Avakian, Inc.  
 Leon S. Avakian, Inc.  
 Leon S. Avakian, Inc.  
 SHI International Corp

**TOTAL CAPITAL**

City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency Account  
 City of Long Branch Payroll Agency Account  
 City of Long Branch Payroll Agency Account  
 Dearborn National Life Insurance  
 Horizon Blue Cross Blue Shield of NJ  
 Long Branch Animal Hospital  
 Monmouth County SPCA  
 New Jersey Dept. of Health & Senior Services  
 Vision Service Plan

**TOTAL DOG**

Paint - Public Works  
 Uniform - M. Martinez - Public Works  
 Reimbursement for Purchase of iPhone 6 Cell Phone Case - OEM  
 Security at Oceanfest - July 4, 2015 - Special Events  
 I-5 State Mix & Asphalt for Pot Holes and Street Paving - Streets & Roads  
 Professional Services Rendered - One Norwood Ave - August 2015  
 Professional Services Rendered - Public Works Yard - August 2015  
 Reimbursement for Meeting - 08/21/2015 - Municipal Court  
 Cell Phone Allowance - July thru September 2015 - Health Department  
 Reimbursement of Expenses for Registered Mail - Health Department  
 Telephone Service - Bills Dated August 2015 - Central  
 Vision Insurance - September 2015  
 Office Supplies for Various Departments - Various Departments

Professional Services - Expanded Preliminary Assessment for Due Diligence - July 2015  
 Professional Services - On-Site Documentation of Removal of Underground Storage Tank - June 2015  
 To Reimburse Clearing Account  
 Engineering Services Rendered - 2015 Road Program - July & August 2015  
 Engineering Services Rendered - Dale Street Drainage Survey - June through August 2015  
 Engineering Services Rendered - Lake Takanassee Phase II Dredging - July & August 2015  
 Engineering Services Rendered - Lake Takanassee Storm Damage Repairs - July & August 2015  
 Engineering Services Rendered - Promenade Storm Damage Impr. - May through August 2015  
 Engineering Services Rendered - Reconstruction of Boardwalk - June through September 2015  
 Cradle Point Router - Police Department

To Reimburse Clearing Account  
 To Reimburse Clearing Account - Payroll Dated 09/11/15  
 To Reimburse Clearing Account - Payroll Dated 09/11/15  
 Health Benefits - September 2015  
 Payroll Dated 09/11/15  
 Payroll Dated 09/11/15 - FICA/Medicare  
 Life Insurance - September 2015  
 Dental Insurance - September 2015  
 Veterinary Services - August 2015  
 Animal Shelter/Veterinary Services - August 2015  
 Dog Report - August 2015  
 Vision Insurance - September 2015

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

|   |                     |
|---|---------------------|
|   | 39.29               |
| * | 110.00              |
| * | 85.59               |
| * | 17,498.00           |
|   | 115.44              |
|   | 161.00 Pymt# 11     |
|   | 161.00 Pymt# 12     |
|   | 10.00               |
|   | 120.00              |
|   | 18.27               |
| * | 59.99               |
| * | 1,127.78            |
|   | 767.21              |
|   | <b>3,691,317.71</b> |

|   |                     |
|---|---------------------|
|   | 3,400.00 Final Pymt |
|   | 2,398.31 Pymt# 1    |
| * | 194,875.74          |
|   | 11,175.00 Pymt# 2   |
|   | 6,840.00 Pymt# 1    |
|   | 660.00 Pymt# 2      |
|   | 8,440.00 Pymt# 9    |
|   | 22,500.00 Pymt# 4   |
|   | 76,833.05 Pymt# 3   |
|   | 593.52              |
|   | <b>327,715.62</b>   |

|   |                  |
|---|------------------|
| * | 46,411.75        |
| * | 7,435.44         |
| * | 5,826.72         |
| * | 5,429.66         |
| * | 6,911.26         |
| * | 524.18           |
| * | 11.01            |
| * | 189.39           |
|   | 610.00 Pymt# 8   |
| * | 1,865.00 Pymt# 8 |
| * | 163.80           |
| * | 32.86            |
|   | <b>75,411.07</b> |



City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
Dearborn National Life Insurance  
Horizon Blue Cross Blue Shield of NJ  
Jersey Central Power & Light  
Leon S. Avakian, Inc.  
Lisa Bagwell  
NAHRO  
Sportable Scoreboards, Inc.  
Stewart Signs  
Vision Service Plan

**TOTAL HUD**

Alonzo Rawls  
City of Long Branch - Payroll Agency Acct.  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
Culmac Capital II, LLC  
Dearborn National Life Insurance  
E M Waterbury  
Horizon Blue Cross Blue Shield of NJ  
JNH funding Corp.  
Long Branch PTO/PTA Council  
Michael A Irene, Jr  
New Jersey Department of Labor  
TWR CST for Ebury Fund 1NJ LLC  
US Bank Cust for BV001 Trust  
US Bank Cust PC 4 Firstrust BK  
Vision Service Plan

**TOTAL TRUST OTHER**

To Reimburse Clearing Account  
To Reimburse Clearing Account  
To Reimburse Clearing Account - Payroll Dated 09/11/15  
To Reimburse Clearing Account - Payroll Dated 09/11/15  
Health Benefits - September 2015  
Payroll Dated 09/11/15  
Payroll Dated 09/11/15 - FICA/Medicare  
Life Insurance - September 2015  
Dental Insurance - September 2015  
Electric Service - Bills Dated July through September 2015 - CDBG  
Engineering Services Rendered - Digital Sign at Public Works - May through August 2015  
Hours Worked at the Community Garden - June, July & August 2015  
Membership Renewal & Dues - 07/01/2015-06/30/2016 - Community Development  
Upgrades to Scoreboard - City Park - Community Development  
Digital Sign - Public Works  
Vision Insurance - September 2015

**48,206.83**

DJ for Beach Party & Soccer Tournament - 08/22, 8/29 & 9/5/2015 - Recreation  
NJ State Unemployment/Disability Insurance - August 2015  
To Reimburse Clearing Account  
To Reimburse Clearing Account  
To Reimburse Clearing Account  
To Reimburse Clearing Account - Payroll Dated 09/11/15  
Health Benefits - September 2015  
Payroll Dated 09/11/15  
Payroll Dated 09/11/15 - FICA/Medicare  
Tax Sale Premium  
Life Insurance - September 2015  
Engineering Services Rendered - Zoning Board  
Dental Insurance - September 2015  
Tax Sale Premium  
Refund of Police Overtime  
Legal Services Rendered - Zoning Board  
Combined Billing for 2014 Assessments  
Tax Sale Premium  
Tax Sale Premium  
Tax Sale Premium  
Vision Insurance - September 2015

**102,817.21**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

\* 29.44  
\* 600.69  
\* 6,487.14  
\* 2,099.74  
\* 1,908.48  
\* 6,019.39  
\* 467.75  
\* 7.34  
\* 157.26  
\* 29.44  
\* 5,917.50 Pymt# 1 - 3  
\* 2,000.00 Pymt# 9 - 18  
\* 360.00  
\* 1,400.00  
\* 20,696.00  
\* 26.66

\* 1,350.00  
\* 569.37  
\* 5,661.87  
\* 10,462.56  
\* 148.50  
\* 29,061.52  
\* 2,566.93  
\* 28,536.19  
\* 525.33  
\* 1,600.00  
\* 3.67  
\* 4,645.25  
\* 78.63  
\* 3,100.00  
\* 5,661.87  
\* 1,372.00  
\* 4,360.19  
\* 800.00  
\* 300.00  
\* 2,000.00  
\* 13.33