

## **RESOLUTIONS ADOPTED BY CITY COUNCIL DECEMBER 23, 2014**

**R292-14** RESOLUTION OF PARTICIPATION STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE SAFE AND SECURE COMMUNITIES PROGRAM

**R293-14** RESOLUTION CONTINUING THE GREEN TEAM AND RE-APPOINTING GREEN COMMITTEE MEMBERS

**R294-14** RESOLUTION RE-APPOINTING CHRISTOPHER SONNTAG AS A MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

**R295-14** RESOLUTION RE-APPOINTING TERRY JANECZEK AS A MEMBER OF THE LONG BRANCH BOARD OF ADJUSTMENT

**R296-14** RESOLUTION RE-APPOINTING GARRY ELLIOTT AS A MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

**R297-14** RESOLUTION RE-APPOINTING JEFF STUFSKY AS AN ALTERNATE #1 MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

**R298-14** RESOLUTION RE-APPOINTING ADAM PONSI AS AN ALTERNATE #2 MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

**R299-14** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR GEORGE A HYNDMAN AND THELMA HYNDSMAN, AT PREMISES KNOWN AS 232 NORTH 5<sup>TH</sup> AVENUE, IN THE CITY OF LONG BRANCH

**R300-14** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO LEASE APPROXIMATELY 1,500 SQUARE FEET OF OFFICE SPACE FROM THE GREATER LONG BRANCH CHAMBER OF COMMERCE

**R301-14** RESOLUTION OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REAPPOINTING CARLA TOMAS, CTC AS THE TAX COLLECTOR FOR THE CITY OF LONG BRANCH EFFECTIVE JANUARY 1, 2015

**R302-14** RESOLUTION OF THE CITY OF LONG BRANCH RATIFYING THE CITY'S PARTICIPATION IN THE MCDC INITIATIVE

**R303-14** RESOLUTION TO REFUND OVERPAYMENT OF 2014 TAXES (BLOCK 251 Lot 12 BLOCK 277 LOT 12)

**R304-14** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO TAX COURT OF NEW JERSEY JUDGMENT (VARIOUS)

**R305-14** RESOLUTION AUTHORIZING THE CANCELANATION OF TAX OVERPAYMENTS OR DELINQUENT AMOUNTS LESS THAN \$10.00

**R306-14** RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE FEE FOR A DUPLICATE TAX SALE CERTIFICATE

**R307-14** RESOLUTION SETTING FORTH RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES FOR 2015

**R308-14** RESOLUTION ESTABLISHING A YEAR END PENALTY OF SIX (6%) PER CENT TO BE CHARGED ON DECEMBER 31<sup>ST</sup> OF EACH YEAR ON DELINQUENCIES IN EXCESS OF \$10,000.00

**R309-14** RESOLUTION ESTABLISHING A YEAR END PENALTY OF SIX (6%) PER CENT TO BE CHARGED ON THIRD PARTY LIENS ON DECEMBER 31<sup>ST</sup> OF EACH YEAR WHEN THE AMOUNT PAID BY THE LIEN HOLDER IS IN EXCESS OF \$10,000.00

**R310-14** RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE A FEE FOR RETURNED CHECKS

**R311-14** RESOLUTION TO APPOINT TAX SEARCH OFFICER FOR 2015 (CARLA TOMAS)

**R312-14** RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM SIGNATURE INFORMATION SOLUTIONS FOR THE CITY OF LONG BRANCH TO PROVIDE A WEEKLY TAX DATA TRANSMISSION OF CITY TAX RECORDS

**R313-14** RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE TAX SALE COSTS FOR PREPARING AND ADVERTISING TAX SALE LIST

**R314-14** RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CONDUCT A TAX LIEN SALE

**R315-14** RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL OBLIGATION BONDS OF THE CITY OF LONG BRANCH INTO A SINGLE ISSUE OF BONDS AGGREGATING \$17,431,000 IN PRINCIPAL AMOUNT

**R316-14** RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF \$17,431,000 GENERAL OBLIGATION BONDS OF THE CITY OF LONG BRANCH AND PROVIDING FOR THEIR SALE

**R317-14** RESOLUTION 2014 BUDGET APPROPRIATION TRANSFERS

**R318-14** RESOLUTION APPROVAL PAYMENT OF BILLS

**R319-14** RESOLUTION AWARDING BID CONTRACT FOR HURRICANE SANDY STORM DRAINAGE REPAIRS TAKANASSEE LAKE

**R320-14** RESOLUTION AMENDING R266-14 WHICH AUTHORIZED THE CITY OF LONG BRANCH TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

R# 292-14

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 \$ 60,000.00 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

FY 2015 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

23rd day of December, 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

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



**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**



**PROGRAM ADMINISTRATION  
AND FUNDING GUIDELINES**





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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.



Applicant: <u>City of Long Branch</u> Grant # P- <u>6379-15</u>			
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	\$82,933.00	\$112,933.00
<u>Corporal Joseph Graziano</u>	\$30,000.00	\$82,933.00	\$112,933.00
	\$60,000.00	\$165,866.00	\$225,866.00
		\$102,034.00	\$102,034.00
A-1. Fringe Benefits			
	\$60,000.00	\$267,900.00	\$327,900.00

**STATE OF NEW JERSEY**

**SAFE AND SECURE COMMUNITIES  
GRANT PROGRAM**



**PART I**

**APPLICATION DOCUMENTS  
TO BE COMPLETED AND RETURNED**





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

**SAFE AND SECURE COMMUNITIES PROGRAM**

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Program Application Narrative (Provided by Applicant)

Project Budget Detail Form

**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

Requested Project Duration Period (when to when): June 3, 2015–June 2, 2016	Grant No.:P-6379-15
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Municipality: City of Long Branch			
Address: 344 Broadway			
City: Long Branch	State: NJ	Zip Code + 4: 07740-6938	County: Monmouth

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

Police Department: City of Long Branch Police Department			
Address: 344 Broadway			
City: Long Branch	State: NJ	Zip Code + 4: 07740-6938	County: Monmouth
Agency Website: longbranch.org	Start of Fiscal Year: January 1 (i.e., Jan, July, Oct)	Federal ID Number: 21-60000806	

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: 732-222-7000	Ext. 5220	Email: jroebuck@longbranch.org	Fax: N/A

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: 732-222-7000	Ext. 5462	Email: cshirley@longbranch.org	Fax: N/A

Name and Title of Chief Financial Officer: Michael Martin (Person who co-signs financial reports)			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 732-222-7000	Ext. 5650	Email: mmartin@longbranch.org	Fax: N/A

**SAFE AND SECURE COMMUNITIES PROGRAM  
PROGRAM APPLICATION NARRATIVE**

**SUBGRANTEE:**            City of Long Branch

**GRANT NUMBER:**     P- 6379-15

**PROJECT DURATION:**   June, 3 2015            to   June 2, 2016

Total Number of Sworn Law Enforcement Officers:   87

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**

**STATE OF NEW JERSEY**

**SAFE AND SECURE COMMUNITIES**  
**GRANT PROGRAM**



**PART II**

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



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

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- ✓ Application Authorization
- ✓ General Conditions and Special Conditions
- ✓ Resolution of Participation and Certification of Recording Officer

**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:

87    **Police Officers**                      30                      **Other Law Enforcement Personnel**  
(non-police employees who enhance  
a project's law enforcement capacity)

**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-** 6379-15

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**  
[S&S rev'd 10/2014]



**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 (EEOP) 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

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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

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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:

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- 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.

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- 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

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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 1. 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-** 6379-15

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

\_\_\_\_\_  
**Signature**  
**(Mayor, Chief Executive or Village President)**

\_\_\_\_\_  
**Date**

RESOLUTION # 293-14

**City of Long Branch**  
**Resolution Continuing the Green Team**  
**and Re-Appointing Green Committee Members**

**WHEREAS**, the City of Long Branch, in its efforts to save tax dollars, assure clean air and water, improve working and living environments to build a community that is sustainable economically, environmentally and socially; to create a more sustainable, earth friendly and greener environment; and

**WHEREAS**, the City of Long Branch wishes to continue building a model of government which benefits our residents now and far into the future with green community initiatives which are easy to replicate and affordable to implement; and

**WHEREAS**, in an attempt to focus attention on “green” issues, the Mayor and Council wish to continue the Green Team in accordance with its Sustainable Jersey efforts;

**WHEREAS**, the Green Team is a steering group of volunteers and city representatives that will continue to work closely with the Mayor’s Energy Review Committee, city agencies, and Long Branch Environmental Commission to lead and coordinate the green and sustainability activities of the community, the City’s Master Plan, Environmental Resource Inventory and Green Initiatives;

**WHEREAS**, creating a sustainable community requires leadership, vision, and a commitment to the long-term journey toward sustainability, the Green Team will continue to help create an understanding of what sustainability means in our community;

**WHEREAS**, a commitment to the environment and fellow committee members, attendance at periodic meetings and volunteer service, pending project needs, is required by Green Team members;

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Long Branch hereby continue the Green Team consisting of 6 to 12 members who are Long Branch concerned citizens, business owners or employees, teachers, students, college interns, members of a Long Branch civic organization, faith, medical or retirement community, chamber of commerce, business, etc., appointed bi-annually, but whose next term of appointment shall be through December 31, 2017.

R# 294-14

**RESOLUTION RE-APPOINTING CHRISTOPHER SONNTAG AS A MEMBER OF  
THE LONG BRANCH ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby re-appoint Christopher Sonntag as a member of the Long Branch Zoning Board of Adjustment for a term to commence on January 1, 2015 and to expire on December 31, 2019.

MOVED: *Byllings*  
SECONDED: *Palone*

AYES: *5*  
NAYS: *0*  
ABSENT: *0*  
ASBSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK,  
LONG BRANCH, DO HEREBY CERTIFY AND ATTEST  
TO BE A TRUE, COMPLETE AND CORRECT COPY  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT  
REGULAR MEETING HELD ON *Dec 23, 2014*  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS *24th* DAY OF *December*, *2014*  
*Kathy L. Schmeltz*  
MUNICIPAL CLERK, E.L.C.

R# 295-14

**RESOLUTION RE-APPOINTING TERRY JANECZEK AS A MEMBER OF THE  
LONG BRANCH ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby re-appoint Terry Janeczek as a member of the Long Branch Zoning Board of Adjustment for a term to commence on January 1, 2015 and to expire on December 31, 2019.

MOVED: *Billings*  
SECONDED: *Pallone*

AYES: *5*  
NAYS: *0*  
ABSENT: *0*  
ASBSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMEZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 26th DAY OF Dec. 20 14  
*Kathy L. Schmez*  
MUNICIPAL CLERK, R.M.C.

R# 296-14

**RESOLUTION RE-APPOINTING GARRY ELLIOTT AS A MEMBER OF THE LONG  
BRANCH ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby re-appoint Garry Elliott as a member of the Long Branch Zoning Board of Adjustment for a term to commence on January 1, 2015 and to expire on December 31, 2019.

MOVED: *Billings*  
SECONDED: *Pallone*

AYES: *50*  
NAYS:  
ABSENT: *0*  
ASBSTAIN: *0*

CITY OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, YANNY 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 Dec 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 26th DAY OF Dec 2014  
*[Signature]*  
MUNICIPAL CLERK, R.E.C.

R# 297-14

**RESOLUTION RE-APPOINTING JEFF STUFISKY AS AN ALTERNATE #1 MEMBER  
OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby re-appoint Jeff Stufsky as an alternate #1 member of the Long Branch Zoning Board of Adjustment for a term to commence on January 1, 2015 and to expire on December 31, 2015.

MOVED: *Billings*  
SECONDED: *Pallone*

AYES: *5*  
NAYS: *0*  
ABSENT: *0*  
ASBSTAIN: *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 *Dec. 23, 2014*  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS *24th* DAY OF *Dec*, 20*14*  
*Kathy L. Schmeltz*  
MUNICIPAL CLERK, R.M.C.

R# 298-17

**RESOLUTION RE-APPOINTING ADAM PONSİ AS AN ALTERNATE #2 MEMBER  
OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby re-appoint Adam Ponsi as an alternate #2 member of the Long Branch Zoning Board of Adjustment for a term to commence on January 1, 2015 and to expire on December 31, 2016.

MOVED: *Billings*  
SECONDED: *Pallone*

AYES: *5*  
NAYS: *0*  
ABSENT: *0*  
ASBTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KIMMY L. SCHNEIZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec 13, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 26th DAY OF Dec, 2014  
*[Signature]*  
MUNICIPAL CLERK, R.E.C.

R# 299-14

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR GEORGE A. HYNDSMAN AND THELMA HYNDSMAN, AT PREMISES KNOWN AS 232 NORTH 5TH AVENUE, IN THE CITY OF LONG BRANCH.**

**WHEREAS**, the City of Long Branch provided a mortgage in the amount of \$25,750.00 to George A. Hyndsman and Thelma Hyndsman on September 19, 1997 which was recorded on September 30, 1997 in Mortgage Book MB-6296 at Page 167; and

**WHEREAS**, said lien was made under a City of Long Branch RCA program; and

**WHEREAS**, pursuant to correspondence received from Tonya Medina, Housing Technician, of the Office of Community and Economic Development of the City of Long Branch, that George A. Hyndsman and Thelma Hyndsman has satisfied the requirements provided to them by the RCA lien and by complying with the requirements the City of Long Branch is in a position and obligated to discharge the mortgage in the amount of \$25,750.00; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$25,750.00, in Mortgage Book MB-6296 at Page 167 recorded September 30, 1997.

**MOVED:** *Billings*  
**SECONDED:** *Pallone*  
**AYES:** *5*  
**NAYES:** *0*  
**ABSENT:** *0*  
**ABSTAIN:** *0*

00134781.1

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, *THOMAS 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 *Dec. 23, 2014*  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS *24th* DAY OF *Dec.* 20 *14*  
*Thomas L. Schmidt*  
MUNICIPAL CLERK, R.M.C.



R# 300-14

**A RESOLUTION AUTHORIZING THE CITY OF LONG  
BRANCH, DEPARTMENT OF ECONOMIC AND COMMUNITY  
DEVELOPMENT TO LEASE APPROXIMATELY 1,500  
SQUARE FEET OF OFFICE SPACE FROM  
THE GREATER LONG BRANCH CHAMBER OF COMMERCE**

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

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

**WHEREAS**, the Office of Economic and Community Development of the City of Long Branch has a need for the use of a 1,500 square feet of space which cannot be provided to the Office of Economic and Community Development in any current City owned property; and

**WHEREAS**, the Greater Long Branch Chamber of Commerce is agreeable to leasing 1,500 square feet on the second floor at 226 Broadway in the City of Long Branch for use by the Office of Economic and Community Development and pursuant to the lease agreement annexed hereto and made part hereof; and

**WHEREAS**, the monthly rent will be \$1,650.00 payable on the first day of each month with the first payment due January 1<sup>st</sup>, 2015 for a total amount of \$19,800.00 per year; and

**WHEREAS**, said lease agreement is in the best interests of the citizens of the City of Long Branch; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form annexed hereto, that funds for said contract are available in, Appropriation Line Item #G-13-044-402, in the amount of \$10,000.00, Appropriation Line Item #H-02-040-554, in the amount of \$3,000.00 Appropriation Line Item #T-14-430-404, in the amount of \$6,800.00 for a grand total of \$19,800.00; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes the agreement with the Greater Long Branch Chamber of Commerce for a 1 year lease of office space for the Office of Economic and Community Development, **for an amount not to exceed \$19,800.00**

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KAREY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE ENCLOSED  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec 23, 2014  
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 24th DAY OF Dec, 2014  
Karey L. Schmidt  
MUNICIPAL CLERK, R.T.B.

**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:

**AGREEMENT TO LEASE 1,500 SQUARE FEET OF OFFICE SPACE FROM  
THE GREATER LONG BRANCH CHAMBER OF COMMERCE FOR OFFICE  
OF ECONOMIC COMMUNITY DEVELOPMENT**

Said contract being made as follows:

**GREATER LONG BRANCH CHAMBER OF COMMERCE \$19,800.00**

Said funds being available in the form of:

**#H-02-040-554-\$3,000 #G-14-044-402-\$10,000 #T-14-430-404-\$6,800  
GRAND TOTAL=\$19,800**

  
\_\_\_\_\_

Michael Martin, Chief Financial Officer

12/12/14

Date

## LEASE AGREEMENT

This agreement is made on the 1<sup>st</sup> day of January, 2015,

Between **GREATER LONG BRANCH CHAMBER OF COMMERCE**

226 City of Long Branch,. County of Monmouth and State of New Jersey, herein designated as the "Landlord";

And **THE OFFICE OF ECONOMIC COMMUNITY DEVELOPMENT , CITY OF LONG BRANCH**

Located at 344 Broadway, City of Long Branch, County of Monmouth and State of New Jersey, herein designated as "Tenant";

Witnesseth that the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises:

The office is located on the second floor with approximately 1500 square feet of space ;

for a term of one (1) year, beginning **January 1, 2015**

Upon the following Conditions and Covenants:

1. Payable \$1,650 per month, payable on the first day of each month with the first payment due on **January 1<sup>st</sup>, 2015**, for a total amount of \$19,800 per year. The tenant will also be responsible for electricity and maintenance of the office space.
2. Either party has the right to terminate this Lease on sixty (60) days written notice to the other. The Tenant shall not be responsible for any damages to the Landlord as a result of economic conditions or otherwise, as a result of the Tenant's cancellation of this lease.
3. The City of Long Branch shall install phone lines for all communications systems and will insure all equipment owned by the Tenant.
4. Workmen's Compensation will insure all City employees.
5. The Landlord will provide property liability insurance.
6. The Tenant has examined the premises and has entered into this lease without any representations on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use

thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.

7. No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus or fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, shall belong to and become the properties of the Landlord and shall be surrendered with the premises as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.
8. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively damaged as to require practically a rebuilding thereof then the tenant shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees or subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make repairs herein and such insurance carriers shall have no recourse against the Landlord for reimbursement.
9. The Tenant agrees that the Landlord and the Landlord's agents, employees, or other representatives shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.
10. This Lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective

of the date of recording or the date the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease or any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

11. Any equipment, fixtures, goods or other property of the tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the tenant, and shall not be accountable to the tenant for any part of the proceeds of such sale, if any.
12. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casual loss or because of strike or other labor trouble or for any cause beyond the control of the Landlord.
13. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.
14. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations of promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

In Witness Whereof, the parties hereto have hereunder set their hands and seals, or caused these presents to be signed their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of or Attested by

**GREATER LONG BRANCH CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
KATHY SCHMELZ, CLERK

By: \_\_\_\_\_  
Chamber of Commerce (Date)

**Mayor Adam Schneider**

By: \_\_\_\_\_  
Tenant (Date)

State of New Jersey, County of Monmouth SS:

Be it Remembered that on \_\_\_\_\_, before me, the subscriber, personally appeared KATHY SCHMELZ, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that she is the Clerk of the City of Long Branch, the Corporation named in the within instrument: that Adam Schneider is the Mayor of the City of Long Branch; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the City of Long Branch; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said Instrument is the proper corporate seal of said Corporation; and that the semi-affixed to said Instrument is the proper corporate seal and was hereto affixed and said Instrument signed and delivered by said Clerk as and for the voluntary act and deed of said Corporation, in presence of the deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me  
the date aforesaid:

\_\_\_\_\_

R# 301-17

**RESOLUTION OF THE CITY OF LONG BRANCH,  
COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY REAPPOINTING  
CARLA TOMAS, CTC AS THE TAX COLLECTOR  
FOR THE CITY OF LONG BRANCH EFFECTIVE JANUARY 1, 2015**

**WHEREAS**, Carla Tomas currently serves as the Tax Collector for the City of Long Branch;  
and

**WHEREAS**, Carla Tomas' term as Tax Collector expires as of December 31, 2014; and

**WHEREAS**, Carla Tomas has met all of the continuing education requirements and holds a valid Tax Collector Certificate with the State of New Jersey in accordance with NJSA 40A:9-145.7 et seq.

**WHEREAS**, pursuant to NJSA 40A:9-145.8, a tax collector who is reappointed for second four year term shall receive tenure and cannot be removed from office except for good cause shown after a fair and impartial hearing by the Director or his designee of the Division of Local Government Services.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Long Branch that Carla Tomas, CTC be reappointed as the Tax Collector of the City of Long Branch. Said reappointment provides tenure.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
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 23 DAY OF Dec, 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.



**RESOLUTION OF THE CITY OF LONG BRANCH  
RATIFYING THE CITY'S PARTICIPATION IN THE  
MCDC INITIATIVE**

WHEREAS, the Securities and Exchange Commission ("SEC") implemented its Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") on March 10, 2014 to address alleged widespread violations of federal securities laws by municipal and local authority issuers (the "Issuers"), and underwriters of an Issuer's securities, in connection with certain representations about timely continuing disclosures in bond offering documents;

WHEREAS, the MCDC Initiative aims to correct past failures to timely post information required by the Municipal Securities Rulemaking Board ("MSRB"), which Issuers agree to post through the execution of a secondary market disclosure undertaking, on the Electronic Municipal Market Access system ("EMMA");

WHEREAS, under the MCDC Initiative, the SEC will recommend favorable settlement terms to Issuers if they self-report to the SEC possible violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Securities Exchange Act of 1934;

WHEREAS, the City of Long Branch, a municipal corporation of the State of New Jersey (the "City"), engaged the services of Phoenix Advisors, LLC to conduct an audit of the City's continuing disclosure obligations and findings as related to the MCDC initiative (the "Disclosure Audit");

WHEREAS, after reviewing the findings of the Disclosure Audit and consulting with Kraft & Capizzi, LLC, the City's Bond Counsel, the Director of Finance determined that it was advisable for the City to participate in the MCDC Initiative;

WHEREAS, on or before December 1, 2014 the Director of Finance executed the MCDC Questionnaire and caused it to be filed with the SEC so that the City would be entitled to receive the benefits of participating in the MCDC Initiative (the "Filing"); now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH as follows:

Section 1. The Filing of the Director of Finance relating to the City's participation in the MCDC Initiative is hereby confirmed, ratified and deemed authorized by this Resolution.

Section 2. This resolution shall take effect immediately.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE  
CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF Dec, 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.R.C.

R # 303-14

**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 \$3,348.17.

BLOCK	LOT	QUAL.	OWNER	AMOUNT
251	12		Kenny Vu 5 Burlington Avenue Leonardo, NJ 07737	1,841.36
277	12		Kenny Vu 5 Burlington Avenue Leonardo, NJ 07737	1,506.81

OFFERED: Billings  
SECOND: Pallone  
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 December 23, 2014  
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 24 DAY OF Dec 20 14  
Kathy L. Schelez  
MUNICIPAL CLERK, R.M.C.

R# 304-14

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED** that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown on the attached sheet charging taxes for the years indicated in the amount of \$34,626.29.

BLOCK	LOT	NAME	YEAR	AMOUNT
12	6.02	City of Long Branch Account of: 91 Lincoln LLC	2013	4,972.66
			2014	5,143.04
154	4	City of Long Branch Account of: Aaron Court Equities LLC	2013	878.49
73	10.04	City of Long Branch Account of: Nardea, Jack & Sarah & Henry; Sutton, N	2013	490.32
27	11	City of Long Branch Account of: Nathanson, Sara	2013	3,869.44
			2014	4,002.02
18	13.02	City of Long Branch Account of: Hadda, James H.	2013	2,010.31
196	8	City of Long Branch Account of: Lastra, D & M; Cobo, C & M	2013	465.80
			2014	481.76
484	1.01	City of Long Branch Account of: RK Patten LLC	2014	12,312.45

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF Dec 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

R# 305-14

**RESOLUTION AUTHORIZING  
THE CANCELATION OF TAX OVERPAYMENTS  
OR DELINQUENT AMOUNTS LESS THAN \$10.00**

**WHEREAS**, NJSA 40A:5-17 permits the cancellation of property tax overpayments or delinquencies in the amounts of less than \$10.00; and,

**WHEREAS**, the City Council of the City of Long Branch may authorize the Tax Collector to process, without further action on their part, any cancellation of property tax overpayments or delinquencies of less than \$10.00.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey, that the Tax Collector has the authority to cancel said tax amounts as deemed necessary.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF Dec., 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.

R # 306-14

**RESOLUTION AUTHORIZING  
CITY OF LONG BRANCH  
TO CHARGE FEE FOR A  
DUPLICATE TAX SALE CERTIFICATE**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that pursuant to  
NJSA 54:5-52.1 a service charge of \$100.00 be charged for each duplicate tax sale certificate  
that has been either destroyed or lost and to be effective January 1, 2015.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KERRY 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 Dec. 23, 2014  
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 23 DAY OF Dec, 2014  
Kerry L. Schmidt  
MUNICIPAL CLERK, R.M.C.

R# 307-14

**RESOLUTION SETTING FORTH  
RATE OF INTEREST TO BE  
CHARGED ON DELINQUENT TAXES FOR 2015**

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that in addition to the interest provided above, on all delinquencies in excess of \$10,000.00 and which are not paid prior to the end of the fiscal year, the Tax Collector shall fix a 6% year end penalty, to become effective January 1, 2015.



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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMEIZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec 23, 2014  
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 23 DAY OF Dec, 2014  
Kathy L. Schmeiz  
MUNICIPAL CLERK, R.M.C.

R# 308-14

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

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

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

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF Dec. 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, CITY

R # 309-14

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

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

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

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

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Tax Collector has the authority to fix a 6% year end penalty to all third party tax sale certificates in excess of \$10,000.00 that have been paid in full by the lien holder prior to the end of the fiscal year and if not paid in full the lien holder shall be entitled to a pro rata share of the delinquency penalty upon redemption and the balance of the penalty shall be inure to the benefit of the municipality for the 2014 tax year and to become effective on January 1, 2015.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMETZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON December 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF Dec, 2014  
Kathy L. Schmetz  
MUNICIPAL CLERK, R.E.

R# 310-14

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

**BE IT RESOLVED**, by the City Council of the City of Long Branch that pursuant to  
NJSA 40:5-18 a service charge of \$20.00 be charged for each returned check, used to make any  
payment to the City of Long Branch, for insufficient funds and to become effective  
January 1, 2015.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF Dec 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, CITY OF LONG BRANCH

R# 311-14

**RESOLUTION TO APPOINT  
TAX SEARCH OFFICER  
FOR 2015**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that Carla Tomas, the Tax Collector of the City of Long Branch, be and hereby is designated as the Tax Search Officer of the City to make and certify Certificates of Searches of the Municipal Liens, as may be required under and by virtue of NJSA 54:5-11 and to make and certify Certificates of Searches of the Municipal Improvements, as may be required under and by virtue of NJSA 54:5-18.1 et. seq. and to become effective January 1, 2015.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, PATRICIA L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF Dec 2014  
Patricia L. Schemel  
MUNICIPAL CLERK, R.M.C.

R# 312-14

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

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

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

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec 23, 2014  
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 23 DAY OF Dec, 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK

R# 313-14

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

**BE IT RESOLVED**, by the City Council of the City of Long Branch that pursuant NJSA 54:5-38 the office of the Tax Collector is to charge a tax sale cost fee of 2% of the amount listed for sale but not less than \$15.00 and not more than \$100.00 dollars for each tax sale item that appears on the Tax Sale List 50 (fifty) days prior to the date of the Tax Sale. The fee is to be charged on all tax sale items that are paid in full prior to the tax sale to become effective January 1, 2015.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS 24th DAY OF Dec, 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.



R# 314-14

**RESOLUTION AUTHORIZING  
THE TAX COLLECTOR TO  
CONDUCT A TAX LIEN SALE**

**WHEREAS**, there remains on the records of the City of Long Branch delinquent taxes, sewer service charges and other municipal charges owing as of December 31, 2014 and,

**WHEREAS**, the statutes of the State of New Jersey, expressly NJSA-54:5 et seq., provide for the enforcement and collection of such delinquencies through a tax lien sale and,

**WHEREAS**, the Tax Collector is empowered by statute to conduct and preside over the sale of liens and,

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Long Branch, a Municipal Corporation of the State of New Jersey, that the Tax Collector is authorized to conduct a tax lien sale for 2014 delinquent taxes, sewer service charges and other municipal charges on or before December 31, 2015 and to become effective January 1, 2015.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 26th DAY OF Dec 2014  
Kathy L. Schmeltz  
MUNICIPAL CLERK

## R315-14

### RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL OBLIGATION BONDS OF THE CITY OF LONG BRANCH INTO A SINGLE ISSUE OF BONDS AGGREGATING \$17,431,000 IN PRINCIPAL AMOUNT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG  
BRANCH AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the General Obligation Bonds of the City of Long Branch, a municipal corporation of the State of New Jersey (the "City") authorized pursuant to the individual bond ordinances heretofore adopted and described as follows, shall be combined into a single and combined issue of General Obligation Bonds in the principal amount of \$17,431,000:

Principal Amount of Bonds To Be Sold	Bond Ordinance Number	Improvements Authorized and Bond Ordinance Adoption Date	Useful Life (years)
\$193,000	46-04	Improvements to various parks. Finally adopted 11/23/04	15
\$2,216,000	37-07	Improvements to property. Finally adopted 10/9/07	15
\$2,569,000	38-07	Various capital improvements. Finally adopted 10/9/07	20.98
\$1,993,000	3-08	Purchase of property. Finally adopted 2/13/08	40
\$401,000	27-08	Replacement of a new radio system for Police Department. Finally adopted 1/13/09	10
\$147,000	28-08	Purchase of a garbage truck. Finally adopted 1/13/09	5
\$852,000	3-09	Preliminary design and engineering expenses for Long Branch Pier Project. Finally adopted 3/10/09	15

\$103,000	5-10	City wide paving and drainage improvements. Finally adopted 6/29/10	10
\$868,000	16-11	Various capital improvements. Finally adopted 6/14/11	15.83
\$952,000	41-11	Design and engineering expenses for Long Branch Pier Project. Finally adopted 12/27/11	15
\$107,000	42-11	Improvements to Oceanfront Boardwalk Finally adopted 12/27/11	15
\$387,000	43-11	City wide paving, drainage and concrete improvements. Finally adopted 12/27/11	10
\$1,433,000	3-12	Purchase of property. Finally adopted 2/28/12	40
\$855,000	7-12	Purchase and installation of City wide parking meters. Finally adopted 4/24/12	10
\$133,000	16-12	City wide paving, drainage and concrete improvements. Finally adopted 8/28/12	10
\$1,209,000	17-12	Various capital improvements. Finally adopted 8/28/12	8.28
\$200,000	9-13	Phase I improvements to Oceanfront Boardwalk. Finally adopted 7/9/13	15
\$1,634,000	11-13	Various capital improvements. Finally adopted 10/22/13	14.11
\$1,179,000	1-14	Various capital improvements. Finally adopted 1/28/14	8.51
<hr/>			19.22*
\$17,431,000			
*Average period of usefulness.			

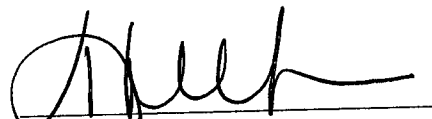
Section 2. None of the bonds described herein have been sold or issued. Further, the individual bond ordinances described herein have not been rescinded and remain in full force and effect as authorizations for the respective amounts of bonds described.

Section 3. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

MOVED: *Billings*  
SECONDED: *Pallone*  
AYES: *5*  
NAYES: *0*  
ABSENT: *0*  
ABSTAIN: *0*

The foregoing is a true copy of a resolution adopted by the City Council of the City of Long Branch on December 23, 2014.

  
Kathy Schmelz  
Clerk

**R316-14**

**RESOLUTION DETERMINING THE FORM AND OTHER  
DETAILS OF \$17,431,000 GENERAL OBLIGATION BONDS  
OF THE CITY OF LONG BRANCH AND PROVIDING FOR  
THEIR SALE**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG  
BRANCH AS FOLLOWS:

Section 1. The \$17,431,000 General Obligation Bonds of the City of Long Branch, a municipal corporation of the State of New Jersey (the “City”) referred to and described in the resolution adopted on December 23, 2014 and entitled “RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL OBLIGATION BONDS OF THE CITY OF LONG BRANCH INTO A SINGLE ISSUE OF BONDS AGGREGATING \$17,431,000 IN PRINCIPAL AMOUNT” (the “Combination Resolution”), shall be issued as general obligation bonds (the “General Obligation Bonds”). The General Obligation Bonds shall mature on January 15 in each of the years and principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
2016	\$ 550,000
2017	\$ 550,000
2018	\$ 550,000
2019	\$ 550,000
2020	\$ 550,000
2021	\$1,100,000
2022	\$1,100,000
2023	\$1,100,000
2024	\$1,100,000
2025	\$1,100,000
2026	\$1,100,000
2027	\$1,050,000
2028	\$1,000,000
2029	\$1,000,000
2030	\$1,000,000
2031	\$1,000,000
2032	\$1,000,000
2033	\$1,000,000
2034	\$1,031,000

The General Obligation Bonds maturing on or after January 15, 2026 are redeemable at the option of the City in whole or in part on any date on or after January 15, 2025 at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption

in accordance with the procedure set forth in the General Obligation Bonds. The General Obligation Bonds shall be issued with one certificate for each of the nineteen maturities, and shall be numbered GO-1 to GO-19.

Section 2. The General Obligation Bonds are collectively referred to as the "Bonds".

Section 3. The Bonds will be issued in fully registered form. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, Jersey City, New Jersey ("DTC"), which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of the interests among its participants. Individual purchases may be made in multiples of \$1,000 thereof through book-entries made on the books and the records of DTC and its participants. The Bonds will bear interest payable on July 15, 2015 and semiannually thereafter on the fifteenth days of the January and July in each year until maturity at the rate or rates per annum in accordance with the notice of sale authorized herein. The principal of and the interest on the Bonds will be paid by the City to the registered owners of the bonds as of January 1 and July 1 next preceding the date of such payments (the "Record Dates"). The Bonds shall be executed by the manual or facsimile signatures of the City's Mayor and its Chief Financial Officer, under the official seal affixed, printed, engraved or reproduced thereon and attested by the manual signature of its Clerk.

Section 4. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to conform with the requirements of the DTC:

REGISTERED  
NUMBER GO-\_\_\_\_

REGISTERED  
\$

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY

CITY OF LONG BRANCH

GENERAL OBLIGATION BOND

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	INTEREST RATE PER ANNUM:	CUSIP:
-------------------------------	-------------------	--------------------------------	--------

Delivery Date %

CITY OF LONG BRANCH, a municipal corporation of the State of New Jersey (the "City"), hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO. on the Maturity Date specified above, upon presentation and surrender of this bond, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Interest Rate Per Annum specified above on July 15, 2015 and semiannually thereafter on the fifteenth days of January and July in each year until maturity. Interest on this bond will be mailed by the City to the registered owner of this bond (the "Registered Owner") as of the January 1 and July 1 next preceding the date of such payments. Principal of this bond, when due, will be paid by the City to the Registered Owner upon presentation and surrender to the City.

No transfer of this bond shall be valid unless made on the registration books of the City and by surrender of this bond (together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or by his or her duly authorized attorney) and the issuance of a new bond or bonds in the same form and tenor as the original bond except for the differences in the name of its Registered Owner and the denominations. The owner of any bond or bonds may surrender same (together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or by his or her duly authorized attorney), in exchange for an equal aggregate principal amount of bonds of any authorized denominations.

The Bonds maturing on or after January 15, 2026 are redeemable at the option of the City in whole or in part on any date on or after January 15, 2025 at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the Bonds not less than thirty days, nor more than sixty days, prior to the date fixed for redemption, at their respective addresses as they last appear on the registration books kept for that purpose by the City or a duly appointed Bond



registrar. If the City determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by such method as the City, shall determine.

If notice of redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the redemption price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption and no further interest shall accrue beyond the redemption date.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey and a resolution of the City finally adopted on December 23, 2014 and entitled "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL OBLIGATION BONDS OF THE CITY OF LONG BRANCH INTO A SINGLE ISSUE OF BONDS AGGREGATING \$17,431,000 IN PRINCIPAL AMOUNT" (the "Authorization Proceedings").

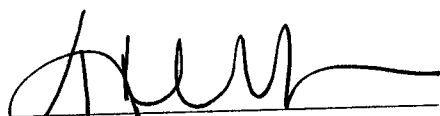
The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened, or to have been performed precedent to, or in the issuance of, this bond exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

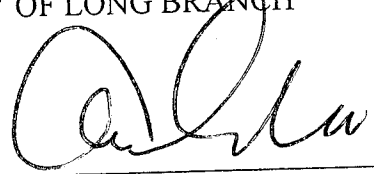
IN WITNESS WHEREOF, THE CITY OF LONG BRANCH has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Clerk, and this bond to be dated the Date of Original Issue as specified above.

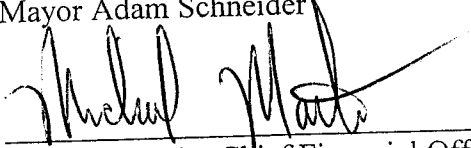
[ SEAL ]

ATTEST:

  
Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

  
Mayor Adam Schneider

  
Michael Martin, Chief Financial Officer

ASSIGNMENT

FOR VALUE RECEIVED \_\_\_\_\_ hereby assigns  
to \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name and Address of Assignee)  
the within bond and irrevocably appoints \_\_\_\_\_, as Attorney, to transfer  
this bond on the registration books of the City, with full power of substitution and revocation.

\_\_\_\_\_  
NOTICE: The signature of this assignment  
must correspond with the name as it appears  
on the face of the within bond in every  
particular.

Dated:

Signature Guarantee:

\_\_\_\_\_

Section 5. The Bonds shall be sold by electronic bids via PARITY on January 21, 2015 at 11:30 a.m. by the Chief Financial Officer in accordance with the Notice of Sale authorized herein. The City's Clerk is hereby directed to arrange for the publication of the Notice of Sale in the form provided herein in The Link and to arrange for the publication of the Summary of Notice of Sale in the form provided herein in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, such publications to be not less than seven days prior to the date of sale. Pursuant to N.J.S.A. 40A:2-34, the City hereby designates its Chief Financial Officer as the financial officer to sell and award the Bonds in accordance with the Notice of Sale authorized herein, and such financial officer shall report in writing the results of the sale to the City's governing body as required by law.

Section 6. The Notice of Sale shall be substantially in the following form:

## CITY OF LONG BRANCH

### NOTICE OF SALE OF \$17,431,000 GENERAL OBLIGATION BONDS (BOOK-ENTRY BONDS) (PARITY BID)

ELECTRONIC BIDS VIA PARITY will be received by the Chief Financial Officer of the CITY OF LONG BRANCH, a municipal corporation of the State of New Jersey (the "City") at the offices of the City of Long Branch, 344 Broadway, Long Branch, New Jersey on January 21, 2015 until 11:30 a.m., at which time they will be publicly announced for the purchase of the following Bonds of the City due, on January 15 as follows:

#### Maturity Schedule

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2016	\$ 550,000	2026	\$1,100,000
2017	\$ 550,000	2027	\$1,050,000
2018	\$ 550,000	2028	\$1,000,000
2019	\$ 550,000	2029	\$1,000,000
2020	\$ 550,000	2030	\$1,000,000
2021	\$1,100,000	2031	\$1,000,000
2022	\$1,100,000	2032	\$1,000,000
2023	\$1,100,000	2033	\$1,000,000
2024	\$1,100,000	2034	\$1,031,000
2025	\$1,100,000		

To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact i-Deal LLC at 40 West 23d Street, 5th Floor, New York, New York 10010, telephone (212) 404-8102.

All bidders for the Bonds must be participants of The Depository Trust Company, Jersey City, New Jersey (DTC) or affiliated with its participants. The Bonds will be issued in book-entry form only, in the form of one certificate for the principal amount of Bonds of each series maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each Bond will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository. The Bonds will be on deposit with DTC.

The Bonds will be dated the date of delivery and will bear interest at the rate or rates specified by the successful bidder therefor in accordance herewith, payable on July 15, 2015 and semiannually thereafter on the fifteenth days of January and July in each year until maturity to the registered owner of the Bonds as of the April 1 and October 1 next preceding each interest payment date. The principal of the Bonds, when due, will be payable by the City upon surrender of the Bonds.

The Bonds maturing on or after January 15, 2026 are redeemable at the option of the City in whole or in part on any date on or after January 15, 2025 at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the Bonds not less than thirty days, nor more than sixty days, prior to the date fixed for redemption, at their respective addresses as they last appear on the registration books kept for that purpose by the City or a duly appointed bond registrar. If the City determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by such method as the City shall determine.

If notice of redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption and no further interest shall accrue beyond the redemption date.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the purchase price, which must be not less than the par amount of the Bonds to be delivered plus any premium. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest net interest cost (the "Purchaser"). Such net interest cost shall be computed, as to each bid, by adding to the total principal amount of the Bonds offered for sale the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of the premium, if any, bid. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the City under any legally acceptable proposal.

The right is reserved to reject all bids, and any bid not complying with the terms of this notice will be rejected.

A Good Faith Deposit (the "Deposit") in the form of either (i) a certified, treasurer's or cashier's check in the amount of \$348,620 payable to the CITY OF LONG BRANCH, or (ii) a wire transfer of \$348,620 in immediately available funds is required for each bid to be considered.

If a certified, treasurer's or cashier's check is used, it must be received by the City's Bond Counsel, Kraft & Capizzi, LLC, 505 Thornall Street, Suite 206, Edison, New Jersey 08837 prior to the bond sale.

If a wire transfer is used, it must be received and confirmed received by the City **no later than 11:00 a.m. on January 21, 2015** and should be sent to Investors Savings Bank, ABA # 221272031 to the credit of the City of Long Branch Current Account, Account # 169901510. No interest on the Deposit will accrue to the Purchaser.

Certified, treasurer's or cashier's checks or a wire transfer for the Deposit will be returned to the unsuccessful bidders. The unsuccessful bidders must advise the City, via email to [mmartin@longbranch.org](mailto:mmartin@longbranch.org), where to return the checks or wire transfer of the Deposit **no later than 1:00 p.m. on January 21, 2015**.

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two hours after opening of the bids, but such successful bidder may not withdraw its proposal until after 2:00 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal.

The Bonds will be delivered within 30 days of the date of sale at the offices of the City's Bond Counsel, Kraft & Capizzi, LLC, 505 Thornall Street, Suite 206, Edison, New Jersey 08837 or at such other place as may be agreed upon with the successful bidder. **PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE IN IMMEDIATELY AVAILABLE FUNDS.**

The Purchaser at its option may refuse to accept the Bonds if prior to their delivery any change in the Internal Revenue Code of 1986, as amended (the "Code") shall provide that the interest thereon is includable or shall be includable in gross income at a future date for federal income tax purposes. In such case the Deposit shall be returned and the Purchaser will be relieved of its contractual obligations arising from the acceptance of its proposal.

If the Bonds qualify for issuance of any policy of municipal bond insurance, the Purchaser may, at its sole option and expense, purchase such insurance. Any failure of the Bonds to be so insured shall not in any way relieve the Purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Purchaser.

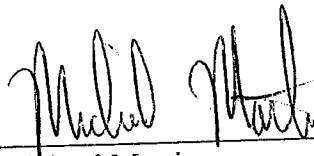
The obligation hereunder to deliver and to accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of the approving opinion of the law office of Kraft & Capizzi, LLC, Edison, New Jersey, which will be furnished without cost to the successful bidder, such opinion to be substantially in the form set forth in the Official Statement distributed in preliminary form in connection with the sale of the Bonds and certificates in form satisfactory to that law firm evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor, the compliance with the requirements of the Code necessary to preserve tax exemption, the completeness and accuracy of the information contained

in the Preliminary Official Statement and the Official Statement, and the absence of litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds. A copy of the approving opinion will be attached to the Bonds.

The Bonds are subject to the requirements of Rule 15c2-12 of the Securities and Exchange Commission with respect to Secondary Market Disclosure. The City will execute and deliver at closing an undertaking, in a form approved by Bond Counsel, to provide Secondary Market Disclosure as set forth in Rule 15c2-12.

The City has authorized the distribution of a Preliminary Official Statement deemed final for purposes of Rule 15c2-12. The final Official Statement will be delivered to the Purchaser within seven business days following the sale of the Bonds.

The Purchaser will be required to certify the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of the Bonds of each maturity were sold.

A handwritten signature in black ink, appearing to read "Michael Martin", is written over a horizontal line.

Michael Martin  
Chief Financial Officer

Section 7. The Summary of Notice of Sale for the Bonds shall be substantially in the following form:



**SUMMARY OF NOTICE OF SALE  
CITY OF LONG BRANCH**

**\$17,431,000 GENERAL OBLIGATION BONDS  
(BOOK-ENTRY BONDS) (PARITY BID)**

Dated Date: January 30, 2015

Bid Date: January 21, 2015 at 11:30 a.m., Award by 2:00 p.m.

Type of Sale: Electronic Bids via PARITY

Interest: Multiple Interest Rates

Maturity Schedule: The Bonds shall mature on January 15 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2016	\$ 550,000	2026	\$1,100,000
2017	\$ 550,000	2027	\$1,050,000
2018	\$ 550,000	2028	\$1,000,000
2019	\$ 550,000	2029	\$1,000,000
2020	\$ 550,000	2030	\$1,000,000
2021	\$1,100,000	2031	\$1,000,000
2022	\$1,100,000	2032	\$1,000,000
2023	\$1,100,000	2033	\$1,000,000
2024	\$1,100,000	2034	\$1,031,000
2025	\$1,100,000		

Legal Opinion: Kraft & Capizzi, LLC, Edison, New Jersey

Bid Security: Good Faith Check in the amount of \$348,620 payable to the CITY OF LONG BRANCH or a wire transfer of immediately available funds must be received by the City prior to the bond sale as provided in the Notice of Sale.

The Preliminary Official Statement, Notice of Sale and other details are available at [www.i-dealprospectus.com](http://www.i-dealprospectus.com).

Section 8. The Bonds shall have attached thereto a copy of the approving opinion with respect to the Bonds that is to be rendered by Kraft & Capizzi, LLC, Edison, New Jersey.

Section 9. Kraft & Capizzi, LLC, Edison, New Jersey, Bond Counsel, is authorized to arrange for the preparation of the Bonds and the printing of the Official Statement to be prepared by the Auditor and City officials. Kraft & Capizzi, LLC is also authorized to arrange for the distribution of the Preliminary Official Statement on behalf of the City to those financial institutions that customarily submit bids for such Bonds. The City's Mayor and its Chief Financial Officer are authorized to execute any certificates necessary in connection with the distribution of the Official Statement.

Section 10. The City Auditor is authorized to apply for a rating on the Bonds from Moody's Investors Service.

Section 11. The City hereby covenants that it will comply with any conditions subsequent imposed by the Code in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds.

Section 12. The City is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 13. In the event that DTC determines to discontinue providing its service with DTC to the Bonds or is removed by the City and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be registered in the names of the beneficial owners under the book-entry system. Upon such registration, the beneficial owners, will become the registered owners of the Bonds. The City shall be obligated to provide for the execution and delivery of the new registered Bonds without charge to the beneficial owners.

Section 14. The City shall enter into an undertaking to provide Secondary Market Disclosure as required by SEC Rule 15c2-12. The Chief Financial Officer and the Clerk are authorized to execute the undertaking on behalf of the City.

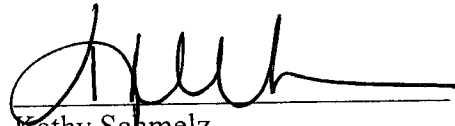
Section 15. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES: 5

NAYES: 0

The foregoing is a true copy of a resolution adopted by the City Council of the City of Long Branch on December 23, 2014.



Kathy Schmelz  
Clerk

R # 817-14

RESOLUTION  
2014 BUDGET APPROPRIATION TRANSFERS

WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year, to expend for any of the purposes specified in the budget an Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Director of Finance has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the budget transfers, attached and made a permanent part of this resolution, are hereby made and approved.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY ON Dec. 23, 2014  
Kathy L. Schmidt  
MUNICIPAL CLERK, R.M.C.

R# 318-14

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: Billings

SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL, AT A  
REGULAR MEETING HELD ON Dec 13, 2014  
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 13th DAY OF Dec, 2014  
Kathy L. Scheele  
MUNICIPAL CLERK, R.M.C.

## PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of December 23, 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.

A.C. Moore	Supplies for Holiday Decorations - Senior Affairs	280.22	
Alexander Kelly	Cell Phone Allowance - October through December 2014 & Reimbursement of Gsyncit Computer License - IT	149.97	
Ansell, Grimm & Aaron	Legal Services Rendered - General Services & Tax Appeals - November 2014	20,548.00	Pymt# 6
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - November 2014	2,500.00	Pymt# 5
AT&T	Telephone Service - Bills Dated 11/16, 11/21 & 11/22/14 - Central, Fire & UEZ	226.47	
AT&T	Telephone Service - Bills Dated 11/24 & 11/28/14 - Recreation, Fire & UEZ	209.03	
AT&T	Video Conferencing Services - Bills Dated 12/01/14 - Municipal Court	0.80	
Atlantic Engine Co.	Rental of Fire House Space - Fire	5,350.00	
Atlantic Plumbing Supply Corp.	Parts for Oil Generator & Plumbing Materials - Fire & Public Works	102.73	
B&H Photo	Soundbar, Computer Supplies & Printer Ink Cartridges - IT	220.63	
Bank of America	Refund of 2014 Tax Overpayments - Res. #289-14 - Tax Overpayments	3,866.09	
Baxter's Frame Works & Badge Frame	20' Round Scalloped Picture for Training Room - Police	474.70	
Benjamin Michael Rutman	Refund of 2014 Tax Overpayments - Res. #275-14 - Tax Overpayments	2,587.37	
Bergey's Truck, Inc.	Repair of Public Works Vehicle - Coolant Leak - Municipal Garage	811.03	
Beyer Fleet	Parts for 2013 Dodge Chargers & 2014 Chevrolet Tahoe - Police, Fire & Building	11,266.92	
Branchport Hose Co.	Rental of Fire House Space - Fire	5,350.00	
Bullet Lock & Safe Co., Inc.	Keys & Locks for Vehicles - October 2014 - Traffic	35.00	
Cablevision Lightpath, Inc.	Fiber Lease - 12/01 through 12/31/14 - IT	1,500.00	Final Pymt
Carl F. Jennings	Cell Phone Allowance - October through December 2014 - Recreation	120.00	
Carl Turner	Reimbursement of Expenses Incurred at the League of Municipalities Conference - Planning	130.90	
CDWG	Linksys WRT1900AC Wireless Router - IT	240.00	
Central Jersey Registrar Assoc.	Winter Luncheon/Business Meeting - 12/03/14 - Health	50.00	
Century Office Products	Staples for RICOH Copier/Printer & Copier Maintenance - 09/15 through 12/15/14 - City Clerk & Police	1,971.44	
Circle Chevrolet	Wiper Arm for Public Works Vehicle - Municipal Garage	37.77	
City of Long Branch	Refund of Tax Overpayments Applied as Credits - Tax Overpayments	709.16	
City of Long Branch Clearing Account	To Reimburse Clearing Account	2,500.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	6,910.33	
City of Long Branch Clearing Account	To Reimburse Clearing Account	20,548.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	22,497.37	
City of Long Branch Clearing Account	To Reimburse Clearing Account	150,000.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	245,910.85	
City of Long Branch Clearing Account	To Reimburse Clearing Account	946,453.54	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 12/05/14	909,854.24	
City of Long Branch Payroll Agency Account	Payroll Dated 12/05/14	36,599.30	
City of Long Branch Payroll Agency Account	Payroll Dated 12/05/14 - FICA/Medicare	199.32	
Coast Hardware Co., Inc.	Miscellaneous Hardware, Parts & Extension Cords - Traffic, Municipal Garage & Public Works	5.97	
Comcast Online	Internet Provider - November 2014 - IT/Administration		

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Complete Security Systems, Inc.	Installation of Keypad for Security System at Manahassett Creek Park - Parks	400.00	
Conte's Car Wash, Inc.	Car Washes - October & November 2014 - Various Departments	906.25	
Cooper Electric Supply Co.	Lamps for City Hall Parking Lot - Public Facilities	386.54	
COPS	Interview Seminar for Three Police Officers - 11/03 through 11/04/14 - Police	597.00	
Craft Oil Corporation/Petro	Three 55 Gallon Drums of Antifreeze & Mobil Motor Oil - Municipal Garage	4,186.48	
D.W. Smith Associates, LLC	Professional Services Rendered - Turf Field Replacement - October 2014	1,522.50	Pymt# 6
Data-Guard, Inc.	Paper Shredding Services - Various Departments	* 625.00	
David Roach	Cell Phone Allowance - October through December 2014 & Reimb. of 2015 Health Officer Lic. Renewal - Health	170.00	
David Spaulding	Cell Phone Allowance - October through December 2014 - Purchasing	120.00	
David Weber Oil Co.	Gear Oil & Tractor Fluid - Municipal Garage	564.80	
Dell Computer Corp.	Two Optiplex 7010DT Computers for Booking Room - Police	2,494.04	
Edmunds & Associates	Web Inquiry & Payment Portal - Tax Collector	1,200.00	
Edwards Tire Co., Inc.,	Tires for Fire Vehicle - Fire	1,171.84	
Elberon Engine Company	Rental of Fire House Space - Fire	5,350.00	
Eric Reisher	Technical Support Services - October & November 2014 - Long Branch Cable Commission	275.00	
Evergreen Translation Services	Arabic Interpreter for Municipal Court - Municipal Court	295.00	
E-Z Pass of New Jersey	Replenishment of E-Z Pass Account - Public Works	300.00	
Fine Fare	Food for Holiday Celebration - 12/12/14 - Senior Affairs	86.42	
Fire & Safety Services LTD	Service of Pumps for Fire Truck - Fire	8,585.00	
Flowers by Vanbrunt	Flowers for Veteran's Day - Administration	450.00	
Foley Incorporated	Parts for Sanitation Vehicle - Municipal Garage	449.40	
Freehold Cartage, Inc.	Transportation and Disposal of Leaves - August & September 2014	5,793.75	Pymt# 3
Freehold Ford, Inc.	Parts for Police Vehicle - Municipal Garage	482.93	
Gannett Satellite Information Network, Inc.	Newspaper Publications - November 2014 - City Clerk	1,174.11	
Garden State Highway Products, Inc.	"Please Do Not Litter" Signs - Police	500.75	
Gen-el Safety & Industrial Products, LLC	Vehicle Mounted Charging Stations for Fire Vehicles - Fire	963.30	
Harley Davidson of Long Branch, Inc.	Repair of Police Motorcycle - Municipal Garage	314.53	
Hilsen Pest Control, LLC	Integrated Pest Control - December 2014 - & Service Call - Public Facilities & Health	595.00	
Home Depot Credit Services	Parts & Supplies for Various Projects - Parks & Public Facilities	464.95	
Hunter Jersey Peterbilt	Brake & Drum Kit for Sanitation Vehicle - Municipal Garage	396.40	
Industrial Chemical Labs & Services	Coating for Snow Plows - Municipal Garage	141.36	
Institute for Professional Development	Purchasing Practices Seminar - 12/03/14 - City Clerk	198.00	
IOA Northeast NY, Inc.	Employee Group Benefit Plan - Installments 1 through 4	* 150,000.00	
Jacob L. Jones	Cell Phone Allowance - October through December 2014 - Community Development	120.00	
Jersey Central Power & Light	Electric Service - Bills Dated 09/27 - 12/01/14 - Parks & Street Lighting	* 2,073.65	
Jersey Central Power & Light	Electric Service - Bills Dated 09/30 - 12/03/14 - Various Departments	* 1,281.49	
Joann Fabrics & Crafts	Materials for Crafts - Senior Affairs	* 14.37	
Joann Fabrics & Crafts	Supplies for Centerpieces for Event - 12/12/14 - Senior Affairs	* 243.00	
John Butow	Reimbursement of Gsyncit Computer License & Mileage - Tax Assessor	243.51	
Joseph & Mary Asch	Refund of 2014 Tax Overpayments - Res. #275-14 - Tax Overpayments	* 250.00	
Joseph Fazzio - Wall, LLC	Flat Bar/Angle for Snow Plows - Municipal Garage	679.76	
Kepwel Water	Cooler Rental - November 2014 - Finance	10.00	
Lawson Products, Inc.	Wiring Supplies & Supplies for Signs/Signals - Police & Traffic	2,669.13	
Liberty Paper & Janitorial Supply	Janitorial Supplies for Various Locations - Various Departments	2,365.30	
Long Branch Board of Education	Building & Security/Custodian Fees for Recreation Activities - Recreation	9,000.00	
Long Branch Chamber of Commerce	Sponsorship of Chef's Challenge & Kay Guadagno Memorial Award & Scholarship Fund - Community Development	1,000.00	
Lowe's	Refrigerator for Senior Center - Public Facilities	1,803.10	
Lukoil	Gasoline for Police Motorcycles - November 2014 - Police	28.56	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Lynn Card Company	Holiday Greeting Cards - Police		90.95	
Mary Ann Lumia	Reimbursement of Mileage for Rutgers Class - Finance	*	149.40	
Maser Consulting, PA	Engineering Services Rendered - Zoning Board Ordinance - November 2014		1,085.00	Pymt# 23
Mazza & Sons, Inc.	Recycling of Concrete, Bulky Waste & Tires - Recycling		14,630.36	
McDonalds Restaurant	Meals for Prisoners - 2014 - Police		60.48	
McGrath Municipal Equipment, LLC	Parts for Public Works Paver - Municipal Garage		533.00	
Meadowlands Transportation	UEZ - Year Round Shuttle Service - November 2014		3,500.00	Pymt# 2
MGL Printing Solutions	Brass Dog Tags for 2015 - Health		366.00	
Mid-Atlantic Truck Center, Inc.	Parts for Public Works Vehicle - Municipal Garage		417.99	
Miquelina Guia	Reimbursement of Mileage for Central Jersey Meeting - 12/03/14 - Health		24.03	
Monmouth University	Use of Plangere Center TV Studio for "Community Connections" - 12/08/14 - Cable Commission		750.00	
Moore Medical	Rubber Gloves - Police		265.80	
Neptune Fire House	Rental of Fire House Space - Fire		5,350.00	
New Jersey American Water Co.	Water Service - Bills Dated 10/09 - 11/24/14 - Fire, Parks & Hydrants	*	17,110.91	
New Jersey Legislative Manual	2015 NJ Lawyers Diary & Manual - Municipal Court		396.00	
Newark Brush Co., LLC	Brooms for Public Works Vehicle - Power Boss - Streets		764.00	
NJ Assoc. of Veterans Service Officers	2015 Membership - Veterans/Administration		25.00	
NJ Fire Equipment Co.	Hyrdotest of "O" Rings - Fire		72.00	
NJ State League of Municipalities	2014 League Registration - Health & Building		195.00	
NJAPZA	Annual Luncheon - 11/09/14 - Planning & Zoning		50.00	
Norwood Auto Parts	Super 7 Concentrate Floor Cleaner - Municipal Garage		31.72	
NRS	Carlisle Oars - Beach		1,092.92	
Oceanport Landing, Inc.	Shrink Wrap of Life Guard Boat Racks - Beach		630.00	
Office Needs, Inc.	Printer Ink Cartridges - City Clerk		543.88	
Oliver Byron Engine Co.	Rental of Fire House Space - Fire		5,350.00	
Party Fair	Paper Goods & Decorations for Holiday Party - 12/12/14 - Senior Affairs		529.84	
PPC Lubricants, Inc.	55 Gallon Drum of Antifreeze - Municipal Garage		348.50	
Provantage, LLC	5 Port Switch & Wireless Mouse - Fire Prevention		150.89	
Quality Rebuilders	Starter for Public Works Vehicle & Rebuild Alternator for Sanitation Vehicle - Municipal Garage		340.00	
Ray Croft distributors	Rakes - Streets & Parks		147.00	
Republic Services	Disposal of Bulky Waste - November 2014		5,601.08	Pymt# 1
Riggins Incorporated	Diesel & Unleaded Fuel - November 2014 - Fuel		61,850.75	
RJK Media	Studio Directing for "Community Connections" - 12/08/14 - Cable Commission		500.00	
Rockafellers	Food & Refreshments for Hazmat Training - 11/21/14 - OEM		254.00	
Rotary Club of Long Branch	Rotary Dues for Howard Woolley - July 2014 through June 2015 - Administration		150.00	
Saker Shoprites, Inc.	Food & Refreshments for Various Events - Senior Affairs		549.06	
Sal's Original	Food for Holiday Celebration - 12/12/14 - Senior Affairs		1,147.84	
Sanitation Equipment Corp.	Center Partition for Sanitation Vehicle - Municipal Garage		591.86	
Seaboard Welding Supply, Inc.	Welding Supplies - Municipal Garage		685.45	
Seal 1, LLC	Cleaning Supplies - Police		744.22	
Shared Solutions and Services, Inc.	Telephone Maintenance - Senior Center - 10/01 through 12/31/14 - Public Facilities		208.29	
Sharp Electronics Corp.	Copier Rental - October & November 2014 - Recreation		396.10	
Sickles Market	Holiday Decorations - Senior Center		309.85	
Siperstein's	Paint for Dump Trucks & Flag Pole - Municipal Garage & Public Facilities		73.67	
Skylands Area Fire Equipment & Training, LLC	Fire Equipment & Supplies - Fire		3,036.00	
Standard Roofings, Inc.	Shingles for Shed at Public Works - Public Works		32.87	
Stavola Asphalt Company, Inc.	Asphalt Mix for Pot Holes - Streets/Roads		142.06	
Sustainable Jersey	Sustainable Jersey Awards Luncheon - 11/18/14 - City Clerk		35.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



T.Y.G. Productions	Videography Services - Summer Concert Series - Administration	2,900.00	
Technatype	Correctable Ribbon for Olympia Standard Typewriter - Health	51.45	
The Maintenance Connection, Inc.	Seal Connector & Tape - Public Works	115.98	
Thompson Design Group	Reimbursement of Expenses - General Services - November 2014	2,531.96	Pymt# 4
Tiger-Vac, Inc.	Tool for HEPA Vacuum - Public Facilities	113.91	
Timothy F. McGoughran, Esq.	Professional Services Rendered - Conflict Judge - November 2014	400.00	Final Pymt
Tom Chesek	Marketing for Sandy Poetry Project & Dorothy Parker Observation - Long Branch Arts Council	500.00	
TSD Resource, Inc.	Part for Printer - Fire Prevention	125.00	
Tuzzio's	Pizza for Travel Soccer Teams - 11/19/14 - Recreation	240.00	
Van Cleef Engineering Associates	Professional Services Rendered - Sustainable New Jersey Ordinance - November 2014	136.00	Pymt# 3
Verizon Communications	Telephone Service - Bills Dated 11/25/14 - Central	* 54.99	
W.B. Mason Co., Inc.	2015 Calendars & Office Supplies - Various Departments	950.71	
W.W. Grainger, Inc.	Rope, Pressure Switch & Disposable Coveralls - Parks, Public Facilities & Municipal Garage	480.26	
West End Engine Co.	Rental of Fire House Space - Fire	5,350.00	
Wireless Communications & Electronics	Parts for Dodge Charger - Building	740.00	
		<b>2,759,158.40</b>	

TOTAL CURRENT

City of Long Branch Clearing Account	To Reimburse Clearing Account	* 6,309.54	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 121,414.23	
Complete Security Systems, Inc.	Installation of an Alarm System at Manahassett Creek Park - Public Works	6,580.00	
Fieldturf USA, Inc.	Construction Services Rendered - Turf Replacement at Manahasset Creek Park - October 2014	86,087.85	Pymt# 4
Holiday Inn: Appleton	Hotel Reservations - Final Inspection of Fire Truck - Fire	* 1,658.34	
Jersey Shore Line Stripping	Painting of Parking Stall Lines - City Hall Building Parking Lot	800.00	
Key Tech	Improvements to Sairs Ave. Phase I - Public Works	1,300.00	
Oswald Enterprises, Inc.	Inspection & Video Recording of Storm Sewer Lines & Basins - Public Works	19,875.00	
Stavola Asphalt Company, Inc.	Asphalt Mix for Parking Lot at City Hall - Public Facilities	21,629.93	
Sunrise Travel Center, Inc.	Airfare - Final Inspection of Fire Truck - Fire	* 4,651.20	
		<b>270,306.09</b>	

TOTAL CAPITAL

City of Long Branch Clearing Account	To Reimburse Clearing Account	* 24.60	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 12/05/14	* 5,808.12	
City of Long Branch Payroll Agency Account	Payroll Dated 12/05/14	* 5,394.10	
City of Long Branch Payroll Agency Account	Payroll Dated 12/05/14 - FICA/Medicare	* 414.02	
Conte's Car Wash, Inc.	Car Washes - November 2014 - Health	6.25	
Long Branch Animal Hospital	Veterinary Services - November 2014	615.00	Pymt# 10
NJ Dept. of Health & Senior Services	Dog Report - November 2014 - Health	* 24.60	
Red Bank Veterinary Hospital	Veterinary Services - July - November 2014	2,619.78	Pymt# 2
		<b>14,906.47</b>	

TOTAL DOG

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



R # 319-14

**RESOLUTION AWARDING BID CONTRACT FOR  
HURRICANE SANDY STORM DRAINAGE REPAIRS  
TAKANASSEE LAKE**

**WHEREAS**, the City of Long Branch has the need to repair drainage around Takanassee Lake due to Hurricane Sandy and;

**WHEREAS**, through a fair and open process, the City has advertised to receive bids on December 16, 2014 to repair drainage around Takanassee Lake due to Hurricane Sandy and the following bids were received as followed:

<b>Precise Construction Inc.</b>	<b>\$497,150.00</b>
<b>Burke Construction</b>	<b>\$679,918.00</b>
<b>Bird Construction</b>	<b>\$848,635.00</b>
<b>Tri-State Dredging</b>	<b>\$873,999.80</b>
<b>R.Kremer &amp; Son Marine</b>	<b>\$875,342.00</b>

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

**WHEREAS**, it is the recommendation of Avakian Engineers that it is in the City's best interest to award a contract to **Precise Construction, Inc.** 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-04-119-601 in the amount of \$250,600.00**  
**Appro. # C-04-119-603 in the amount of \$246,550.00 for a Grand Total of \$497,150.00**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that a contract be awarded to **Precise Construction, Inc.** to repair drainage around Takanassee Lake due to Hurricane Sandy in accordance with the bid specifications and proposal, **for a sum not to exceed \$497,150.00**

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHREIBER, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Dec. 23, 2014  
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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
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:

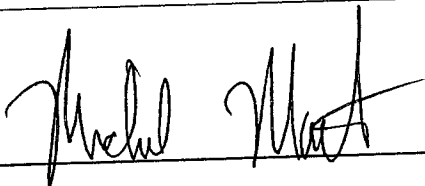
**DRAIN REPAIRS AROUND TAKANASSEE LAKE**

Said contract being made as follows:

**PRECISE CONSTRUCTION INC. \$497,150.00**

Said funds being available in the form of:

**#C-04-119-601- \$250,600.00 #C-04-119-603- \$246,550.00 GRAND TOTAL  
\$497,150.00**



Michael Martin, Chief Financial Officer

12/17/14

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.

December 16, 2014

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

**Re: Lake Takanassee Sandy Storm Drainage Repairs  
Recommendation of Award  
Our file: LB 14-06**

Dear Ms. Schmelz:

Bids were received on Tuesday, December 16, 2014 for above referenced project. Eight (8) contractors purchased bid documents and of those, five (5) bids were received. The bid amounts ranged from a low bid of \$497,150.00 to a high of \$875,342.00. The apparent low bid is marked with an asterisk (\*) as shown below:

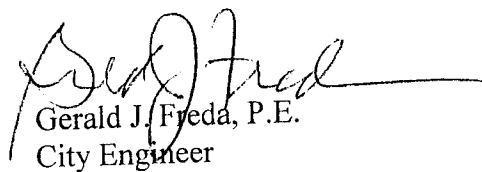
	<b>Bidders</b>	<b>Base Bid Amount</b>
1.	Precise Construction	\$497,150.00*
2.	Burke Construction	\$679,918.00
3.	Bird Construction	\$848,635.00
4.	Tri-State Dredging	\$873,999.80
5.	R. Kremer & Son Marine	\$875,342.00

The references for the low bidder, Precise Construction have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to Precise Construction in the amount of \$497,150.00 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  
Ronald Mehlhorn, Sr. CFO  
David J. Spaulding, Jr., Purchasing Agent  
Fred Migliaccio, Director of DPW  
PHONE (732) 922-9229

FAX (732) 922-0044

LB/14/14-06 rec

## TABULATION OF BIDS- LAKE TAKANASSEE SANDY STORM DAMAGE REPAIRS IN THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NJ

SHEET 1 of 1

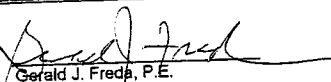
Bids Received - December 16, 2014

REQUIRED BID DOCUMENTS TO BE SUBMITTED				BIDDERS													
				Precise Construction 1016 Route 33 Freehold, NJ 07728	Burke Construction 3408 Sunset Avenue Ocean, NJ 07712	Bird Construction 105 Harbor Inn Road Bayville, NJ 08721	Tri State Dredging 4300 Holmesburg Avenue Philadelphia, PA 19136	R. Kremer & Son Marine 253 Drum Point Road Brick, NJ 08723	Earle Asphalt Company PO Drawer 556 Farmingdale, NJ 07727	KJGC 2517 Route 35, M202 Manasquan, NJ 08736							
Bid Security				X	X	X	X	X	X								
Consent of Surety				X	X	X	X	X	X								
Project Reference				X	X	X	X	X	X								
Statement of Ownership				X	X	X	X	X	X								
Certificate of Equipment Ownership				X	X	X	X	X	X								
Non-Collusion Affidavit				X	X	X	X	X	X								
Addendum Acknowledgement				X	X	X	X	X	X								
NJ Business Registration Certification				X	X	X	X	X	X								
ITEM NO.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$41,700.00	\$41,700.00	\$60,050.00	\$60,050.00	\$149,000.00	\$149,000.00	\$94,000.00	\$94,000.00				
2	Hydraulic Dredging	4000	cy	\$58.00	\$232,000.00	\$88.00	\$352,000.00	\$52.00	\$208,000.00	\$50.00	\$200,000.00	\$114.00	\$456,000.00				
3	Gabions	80	cy	\$150.00	\$12,000.00	\$360.00	\$28,800.00	\$615.00	\$49,200.00	\$312.50	\$25,000.00	\$460.00	\$36,800.00				
4	Lake Wall Sheeting	140	lf	\$1,135.00	\$158,900.00	\$1,290.00	\$180,600.00	\$995.00	\$139,300.00	\$1,428.57	\$199,999.80	\$1,177.00	\$164,780.00	NO	BID	NO	BID
5	Aluminum Stop Logs	1	LS	\$24,000.00	\$24,000.00	\$29,000.00	\$29,000.00	\$28,500.00	\$28,500.00	\$25,000.00	\$25,000.00	\$23,462.00	\$23,462.00				
6	Portable Davit Hoist	1	LS	\$3,000.00	\$3,000.00	\$6,250.00	\$6,250.00	\$3,885.00	\$3,885.00	\$50,000.00	\$50,000.00	\$31,320.00	\$31,320.00				
7	Timber Catch Repair	1	LS	\$34,750.00	\$34,750.00	\$21,900.00	\$21,900.00	\$26,400.00	\$26,400.00	\$50,000.00	\$50,000.00	\$44,200.00	\$44,200.00				
8	Soil Erosion	1	LS	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$305,000.00	\$305,000.00	\$100,000.00	\$100,000.00	\$16,800.00	\$16,800.00				
9	Restoration	1	LS	\$2,500.00	\$2,500.00	\$17,268.00	\$17,268.00	\$28,300.00	\$28,300.00	\$75,000.00	\$75,000.00	\$16,800.00	\$16,800.00				
Total Items 1-9					\$497,150.00		\$679,918.00		\$848,635.00		\$873,999.80		\$875,342.00				
Bid Rank					1		2		3		4		5				

C=CORRECTED AMOUNT

C=CORRECTED AMOUNT		Bid Rank		BIDDERS													
REQUIRED BID DOCUMENTS TO BE SUBMITTED				Albert Marine Construction, Inc. 65 Pennsylvania Avenue Waretown, NJ 08758													
Bid Security																	
Consent of Surety																	
Project Reference																	
Statement of Ownership																	
Certificate of Equipment Ownership																	
Non-Collusion Affidavit																	
Addendum Acknowledgement																	
NJ Business Registration Certification																	
ITEM NO.		DESCRIPTION		QUANTITY		UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	
				1 LS													
1		Mobilization		4000 cy													
2		Hydraulic Dredging		80 cy													
3		Gabions		140 lf		NO		BID									
4		Lake Wall Sheeting		1 LS													
5		Aluminum Stop Logs		1 LS													
6		Portable Davit Hoist		1 LS													
7		Timber Catch Repair		1 LS													
8		Soil Erosion		1 LS													
9		Restoration		1 LS													
		Total Items 1-9															
		Bid Rank															

I hereby certify that this is a true copy of the bids received  
for Lake Takanassee Sandy Storm Damage Repairs  
in the City of Long Branch, Monmouth County, NJ

  
Gerald J. Freda, P.E.  
NJPE Lic. No. 38546  
Leon S. Avakian, Inc.

# R320-14

## RESOLUTION AMENDING R266-14 WHICH AUTHORIZED THE CITY OF LONG BRANCH TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the original Agreement for funding for the Neighborhood Community Revitalization Project was approved in the amount of \$750,000, Section "D. Insurance" on Page 15 of the Agreement was changed to read:

"With respect to the Project, the Subrecipient shall at all times carry or cause to be carried general liability insurance with companies licensed to do business in New Jersey in amounts approved by the Authority and naming the Authority and the State as additional insureds."

NOW THEREFORE BE IT RESOLVED that the City of Long Branch is hereby approving the amended Subrecipient agreement with the New Jersey Economic Development Authority and hereby authorizes the Mayor and Clerk to be the Authorized signers for the agreement.

MOVED: *Billings*  
SECONDED: *Pallone*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMEZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON *Dec 23, 2014*  
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 *26th* DAY OF *Dec* 20 *14*  
*Kathy L. Schmez*  
MUNICIPAL CLERK, R.I.C.