

WORKSHOP AGENDA

CITY COUNCIL

MAY 26, 2021

6 P.M.

1. 111 Park Avenue (George Jackson and Jennifer Krimko)
2. Extra Mile (Councilwoman Voogt)
3. Review of Regular Meeting Agenda

EXECUTIVE SESSION:

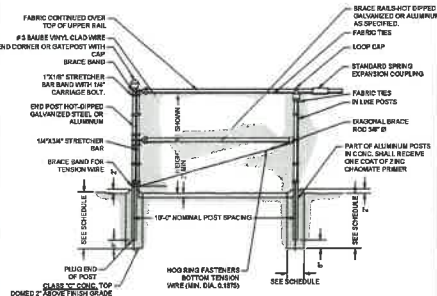
1. PERSONNEL
 - a. Police Department (Council President Vieira)
2. CONTRACT NEGOTIATIONS
 - a. Municipal Pool (Louis Rainone)
 - b. Lower Broadway (Louis Rainone)
 - c. Riparian Zone Mitigation Plan (George Jackson)
3. ATTORNEY/CLIENT PRIVILEGE
 - a. Cannabis (Louis Rainone)
 - b. Project Labor Agreements (Louis Rainone)
 - c. Bike Path (Councilwoman Voogt)
 - d. The Bluffs (Council President Vieira)



CONCRETE VERTICAL CURB
ITS



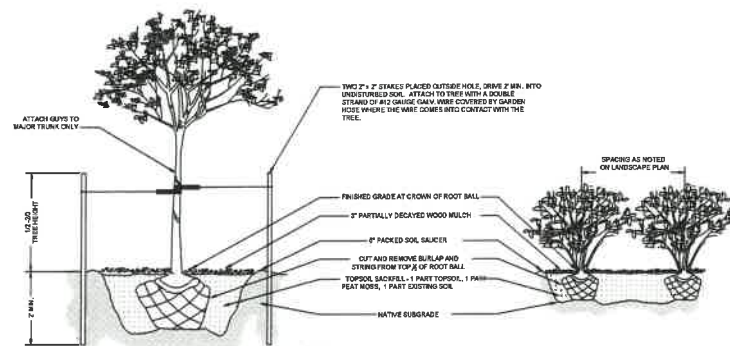
DECORATIVE WALL & FENCE DETAIL
NTS



- NOTES:**
1. FENCE FABRIC SHALL BE #3 GAUGE VINYL CLAD WIRE
2. UNLESS OTHERWISE PROVIDED, FENCE DETAILS SHALL CONFORM TO THE REQUIREMENTS
OF ASTM M111-60.

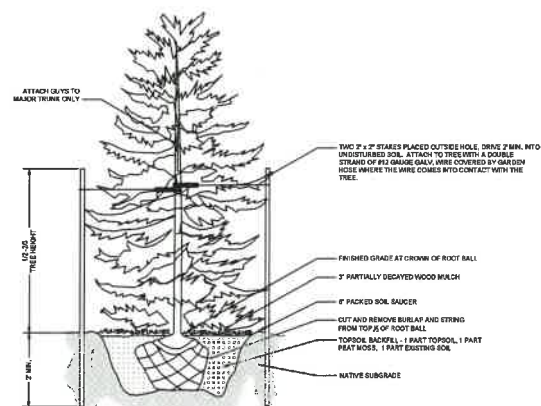
DESCRIPTION	NORMAL FEATHER DEFLECT			
	UNDER 4"	4" - 6"	6" - 8"	8" - 12"
INTERIOR ROOFLINE				
MAXIMUM DEFLECT	0"	3/16"	3/16"	3/16"
TERMINAL AND CORNER POSTS	3/16"	0"	0"	0"
BRACE RAILS				
CORNER OR INTERMEDIATE POSTS	1/8"	1/8"	1/8"	1/8"
POOFING SCHEDULE				
POOFING DEPTH				
CORNER AND TERMINAL POSTS	1/2"	1/2"	1/2"	1/2"
IN LINE POSTS	3/2"	3/2"	3/2"	3/2"
GATE POSTS	3/4"	4/2"	4/2"	4/2"
POOFING DIAMETER (NORMAL)				
CORNER AND TERMINAL POSTS	1/2"	1/2"	1/2"	1/2"
IN LINE POSTS	1/2"	1/2"	1/2"	1/2"
GATE POSTS	1/2"	1/2"	1/2"	1/2"
POOFING DIAMETER (TOP)				
CORNER AND TERMINAL POSTS	1/2"	1/2"	1/2"	1/2"
IN LINE POSTS	1/2"	1/2"	1/2"	1/2"
GATE POSTS	1/2"	1/2"	1/2"	1/2"
SPRING AND POLE BRACKS LEAF				

CHAIN LINK FENCE & SCHEDULE



- NOTES:**
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
 2. DO NOT DISTURB ROOT BALL WHEN PLANTING OR STAKING.
 3. WATER THOROUGHLY IMMEDIATELY FOLLOWING PLANTING.

TREE & SHRUB PLANTING & STAKING
NTS



- NOTES:**
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
 2. DO NOT DISTURB ROOT BALL WHEN PLANTING OR STAKING.
 3. WATER THOROUGHLY IMMEDIATELY FOLLOWING PLANTING.

EVERGREEN PLANTING & STAKING
NTS

DOCCUMENT

**NIGRI
RESIDENCE**

DISTRICT LOCATION

BLOCK 27, LOT 3.01
111 PARK AVENUE
CITY OF LONG BRANCH
MONMOUTH COUNTY, NJ

APPENDIX

111 PARK AVENUE LLC XALBERT NIGRI
PO BOX 1378 800 PMN STATION
NEW YORK, NY 10018

APPLICANT'S PROFESSIONALS

ATTORNEY:
JENNIFER S. KOSMICK, ESQ.
ANSELL GRIMM & AARON, PC
1500 LAWRENCE AVENUE-EN7807
OCEAN, NJ 07712

SURVEYOR
TOWNKINS & WISTE, INC.
23 VILLAGE COURT
HAZLET, NJ 07730



CALL BEFORE YOU DIG
 IN ONE CALL... 800-272-1000
 24 hours a day, 7 days a week




 InSite Engineering, LLC
 CERTIFICATE OF AUTHORIZATION: 246A2806XXXX
 1855 ROUTE 34, SUITE 1A, WALL, NJ 07719
 732-531-7100 (Tel) 732-531-7344 (Fax)
info@insiteeng.net www.insiteeng.net

EXEMPTED BY NEW JERSEY, MARYLAND, PENNSYLVANIA,
DELAWARE, CONNECTICUT, NORTH CAROLINA,
COLORADO, & DISTRICT OF COLUMBIA

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN THE SIGNATURE
AND RAISED SEAL OF THE PROFESSIONAL, IT IS NOT AN ORIGINAL
AND MAY HAVE BEEN ALTERED

Patrick H. Ward, P.E., P.F.
AL/PW 34/0095370000 NJ/PW 33/00020000

REVISIONS

F 0106021 REVISED SUMMARY 0 107200 INITIAL RELEASE	
SCALE AS SHOWN	DRAWN BY: PRW
DATE 11/17/70	DRAWN BY: TJJ
JOB# 20-556-02	CHECKED BY: PRW
CROSS 20-556-020 <input checked="" type="checkbox"/> NOT FOR CONSTRUCTION APPROVED BY:	

CONSTRUCTION	
PLAN INFORMATION	

PLOT PLAN

INSTRUCTIONS

CONSTRUCTION DETAILS

2 OF 4



THE NIGRI RESIDENCE

111 Park Avenue ~ City of Long Branch
Monmouth County, New Jersey



THE NIGRI RESIDENCE

111 Park Avenue ~ City of Long Branch
Monmouth County, New Jersey

APPLICANT: 111 PARK AVENUE LLC
APPLICANT'S ATTORNEY: Jennifer S. Krimko, Esq.
APPLICATION NO.: ZB 21-04
BLOCK 27, LOT 3.01

**RESOLUTION OF THE
ZONING BOARD OF ADJUSTMENT
OF THE CITY OF LONG BRANCH**

APPROVAL OF BULK ("C") VARIANCE RELIEF

WHEREAS, 111 PARK AVENUE LLC, hereinafter referred to as the "Applicant", filed an application with the Zoning Board of Adjustment of the City of Long Branch (hereinafter referred to as the "Board") seeking the following:

variance relief to permit installation of a tennis court at the subject single-family residential property;

WHEREAS, the application pertains to the premises designated as Block 27, Lot 3.01, on the Tax Map of the City of Long Branch, which premises are commonly known as 111 Park Avenue, Long Branch, New Jersey;

WHEREAS, all notice requirements were satisfied by the Applicant, and the Board had jurisdiction to hear, consider, and decide the application at issue;

WHEREAS, the Board held a public hearing with regard to the referenced application on April 12, 2021; and

WHEREAS, the Board, having given due consideration to the exhibits moved into evidence and the testimony presented at said hearing, does hereby make the following findings of fact:

1. The premises are located in the R-1 (single family residential) zone.

2. The applicant submitted the following exhibits into evidence: Plot Plan, prepared by Patrick R. Ward, PE, of InSite Engineering LLC, consisting of 4 sheets, dated 11/17/20, last revised 1/4/21 (A-1); Aerial exhibit of the site, prepared by InSite Engineering LLC (A-2); and Two photographs of the premises (collectively, A-3).

3. At the outset, it was noted that in 2017 the Board denied relief for the installation of a tennis court at the subject property (prior to expansion of the site). The Board was advised and determines that subsequent to 2017, the applicant acquired an adjacent parcel (Lot 3), and that parcel was combined with the prior lot to create new Lot 3.01 here at issue. Hence, the property in question is larger than the premises that was the subject of the prior application. Moreover, the prior application required relief for excess lot coverage, among other proposed deviations; here lot coverage will conform. As a result of these circumstances, the Board determined that the doctrine of *res judicata* did not bar it from considering this application on the merits, and it proceeded to do so.

4. Jason Fichter, PE & PP, the applicant's Professional Engineer and Professional Planner, testified in support of the application. He stated that the subject property consists of 1.96 acres of land area, and is 5 times larger than the minimum required lot area for the zone. Mr. Fichter noted that the site is a through-lot with frontage on both Park Avenue and Vozi Court, although the yard fronting on Vozi Court is the functional rear yard of the property. He advised that the applicant proposes to install 60 foot by 120 foot tennis court which will be enclosed by a 10 foot high fence. The court will have a Har-Tru surface. Mr. Fichter further testified that the tennis court will be screened on all sides by landscaping, and the applicant proposes to also install 12 Green Giant Arborvitae along the south side of the court. He stipulated on behalf of the applicant that the entire landscaping screen will

be maintained as long as the tennis court exists at the site. He also confirmed that there will be no lighting at the tennis court.

5. Mr. Fichter advised that the project will conform to Ordinance lot coverage limitations. He pointed out, however, that variance relief is required insofar as the Ordinance prohibits tennis courts from being located in front yard areas. Mr. Fichter opined that the C(1) ("hardship") criteria support granting relief for this deviation as a result of the geometry of the site and the fact that it is a through-lot. He further suggested that the proposal will improve aesthetics at the property, and that the C(2) ("flexible C") criteria would also support the proposal. In this regard, Mr. Fichter opined that incorporation of the neighboring lot into the subject property for the location of the tennis court is a much better planning alternative than would be construction of a residence on the adjacent lot had it not been absorbed into this property.

6. No objectors or interested parties appeared with regard to this matter.

7. The Board finds that the subject property is an irregularly shaped through-lot, with frontage on Park Avenue and Vozi Court. The site is improved with a single-family dwelling, in-ground pool, and pool cabana. Subsequent to the denial of the prior application in 2017, the applicant acquired adjacent Lot 3, and incorporated same into the subject property. The resulting new Lot 3.01 here at issue is more than 5 times the minimum required lot area in the zone. The applicant proposes to install a tennis court on the land area that constituted the former Lot 3. The project will conform to lot coverage requirements, and the tennis court will conform to required setbacks. Bulk ("C") variance relief is required insofar as the tennis court will be located in a front yard area, and the Ordinance prohibits such location. The Board finds that "hardship" (C(1) criteria) has been demonstrated to support relief for this

project. The applicant proposes to locate the tennis court on the land area that was formerly Lot 3 prior to its incorporation into the subject property. That land area was adjacent to the east side of the former site. Because of the irregular shape of the property as it now exists, further because the site is a through-lot, and also as a result of the location of the existing improvements on the property, there is no conforming location on the site where a tennis court could be constructed.

8. The Board finds that granting relief for this project will have no negative impact on neighboring properties, and the Board further finds that this relief can be granted without causing substantial detriment to the public good and without causing substantial impairment of the intent and purpose of the zone plan and zoning ordinance. The site is a substantially oversized lot that can accommodate the proposal. Indeed, the land area that formerly was a separate adjacent lot has been incorporated into the subject property and will serve as the location for the proposed tennis court. The tennis court will be set back more than 50 feet from the Park Avenue frontage, and the court will otherwise meet side and rear yard setback requirements. The court will have no lighting and no sound system. There exists substantial landscaping around the perimeter of the property to screen the court, and in addition, the applicant will install enhanced landscaping along the south side of the court (between the court and the Park Avenue frontage). Immediately interior of the Park Avenue frontage, the applicant proposes to install a masonry wall and fence which will be a continuation or extension of the wall and fence existing along the balance of the Park Avenue frontage. The applicant was initially uncertain as to whether the wall/fence extension, and in particular the pillars for same, would conform to Ordinance fence height limitations. The Ordinance limits fence height in front yard areas to no more than 4 feet.

The applicant thereafter confirmed that the wall/fence extension and its pillars will conform to fence height requirements. The existing and proposed landscaping, as well as the proposed wall/fence extension, will served to buffer and screen the tennis court from view from the street.

9. It was also noted during the proceedings that some of the landscaping existing and/or proposed for the property encroaches into the right-of-way. It was determined that the applicant would be required to obtain permission (via license, easement, or otherwise) from the City to allow such encroachment, and absent same, all such encroachments would be eliminated by the applicant. It was further noted that in the event that any and all such landscaping that encroaches into the right-of way was required to be removed, there would nevertheless remain ample landscaping within the bounds of the property to adequately buffer and screen the tennis court.

NOW, THEREFORE, be it hereby resolved by the Board that it adopts the aforesaid findings of fact, and specifically makes the following conclusions:

1. Based upon the aforesaid findings of fact, the Board concludes that the Applicant has established and demonstrated that the premises are of such exceptional size or shape, and/or are so uniquely affected by exceptional topographic or physical features, and/or are so uniquely affected by other extraordinary and exceptional circumstances that the strict application of the zoning regulations would result in exceptional practical difficulties or exceptional and undue hardship; and

2. Based upon the aforesaid findings of fact, the Board further concludes that granting the approvals set forth herein will not cause substantial detriment to the public

good and will not substantially impair the intent and purpose of the zoning ordinance and zoning plan.

BE IT FURTHER RESOLVED by the Board that the following bulk ("C") variance relief be and is hereby GRANTED:

1. Variance relief to permit the tennis court to be located in a front yard area as depicted on the plan, whereas the Ordinance otherwise prohibits such location.

BE IT FURTHER RESOLVED by the Board that any relief not expressly granted by the Board herein, be and is hereby denied.

ALL APPROVALS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING CONDITIONS:

General Conditions

1. Subject to the development here at issue being undertaken in accordance with the testimony presented to the Board and the plans submitted to/approved by the Board.

2. Subject to the testimony of all witnesses called on behalf of the Applicant being true and accurate.

3. Subject to the Application, all attachments thereto, and all exhibits offered by the Applicant being accurate depictions of that which they purport to represent.

4. The Applicant shall furnish proof that taxes have been paid through the current quarter and through the quarter in which he receives his initial construction permits.

5. Subject to the Applicant paying in full all application fees, review fees, engineering and consulting fees, and escrows.

6. Subject to the Applicant obtaining and complying with the approval of any other reviewing agency having jurisdiction over the Property and/or the Project, including but not limited to the Board of Health, the municipal Engineer, the municipal Fire Official, and any County, State, or Federal agency; provided, however, that in the event that any other agency or authority shall require any changes in the plans herein approved, then any such changes must be submitted to this Board for review and approval. Further, if another governmental agency grants a waiver or variance of a regulation, which same affects this approval or any condition attached hereto, or otherwise requires any changes in the plans

herein approved, then this matter shall be brought back before the Board for review of any such action, and the Board shall have the right to modify this approval and/or the conditions attached hereto as a result of any such action.

7. The action of the Board in approving this Application shall not relieve the Applicant from responsibility for any damage caused by the Project, nor does the Board of Adjustment or the City of Long Branch or any of their respective professionals and consultants, accept any responsibility for the design or the installation of the Project.

8. Subject to the provisions of section 69-24 of the Zoning and Land Use Ordinances of the City of Long Branch, which section provides for the expiration of variances upon the date occurring one (1) year from the date of publication of the notice of determination, except upon the circumstances referenced in said ordinance section (or unless said time period is otherwise extended, or the variance relief is otherwise granted in conjunction with final approval of a site plan or major subdivision as provided in said ordinance section).

9. Subject to the applicant complying with any and all applicable affordable housing requirements, including but not limited to payment of any and all applicable affordable housing development fees, or otherwise demonstrating exemption therefrom.

Specific Conditions

1. Subject to the applicant complying with all requirements and recommendations set forth in the Board Engineer's review letter dated March 5, 2021, and supplements thereto, if any.

2. Subject to the proposed masonry wall and fence conforming to Ordinance fence height limitations, and subject to the plans being revised to note the height of same.

3. Subject to the condition that there be no lighting at the tennis court (the court shall not be illuminated), and no sound system at the tennis court; subject to the plans being revised to note same.

4. Subject to the applicant obtaining permission (via license, easement, or otherwise) from the City of Long Branch to allow any and all existing and proposed landscaping that encroaches into the right-of-way to remain or be installed, as the case may be, but absent such permission, all such encroachments shall be eliminated by the applicant.

5. Subject to the enhanced landscaping screen proposed to be installed along the south side of the tennis court being installed and maintained by the applicant and successors in title, for so long as the tennis court shall exist at the site.

6. Subject to the applicant repairing/replacing to the satisfaction of the City Engineer, any curb, sidewalk and/or roadway pavement that is in poor condition or otherwise damaged as a result of the construction here at issue, and subject further to a note in this regard being added to the plans, which plan revision shall be subject to review and approval by the Board Engineer.

7. Subject to the applicant submitting a grading/drainage plan to the Board Engineer for review and approval.

8. Subject to the Applicant complying with any and all requirements established by, and obtaining any and all necessary approvals/permits (or "letters of no interest") from, the Freehold Soil Conservation District; provided, however, that in the event that any other agency or authority shall require any changes in the plans herein approved, then any such changes must be submitted to this Board for review and approval.

ROLL CALL VOTE

THOSE IN FAVOR: 7

THOSE OPPOSED: 0

CERTIFICATION

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment of the City of Long Branch at its meeting on

May 10th, 2021.

DATED: 5/10/2021


Courtney Lopez, Secretary

The “Love of Long Branch” Recognition

(AKA: Extra Mile America)

The “Love of Long Branch” is being established as a local chapter of the “Extra Mile America” movement that celebrates the power of volunteerism to bring about positive change in our city. The Long Branch Mayor and City Council joined that national movement in 2020 with a resolution proclaiming November 1st of every year “Extra Mile Day” that in the future will be called the “Love of Long Branch” Day. The resolution recognizes the special vibrancy that exists throughout the year when our citizens go the extra mile in personal effort, volunteerism, and service to make our beloved city an even better place to live.

A “Love of Long Branch” Award is being established to celebrate those citizens who go the extra mile to make a positive difference for our city and inspire each of us to ask ourselves what contribution we can also make. Anyone can nominate individuals to be considered for the award using the short nomination form on the Long Branch website. Each month the Mayor and City Council will select an awardee based on the positive impact, scope, and long-term sustainability of the nominee’s actions. All awardees will receive a “Love of Long Branch” certificate from the Mayor and City Council at a Council meeting, will be listed as awardees on the city website, and will be honored at an annual celebratory event hosted by the Mayor at which they will receive a (?????) as a token of the City’s appreciation for their selfless volunteerism and service.

Next Steps

- Endorsement by the Mayor and City Council of the initiative and proposed guidelines
- Design of the Certificate
- Design and placement of the information on the website
- Assignment for the oversight and implementation of this initiative. (Should this be a responsibility of the City Clerk who provides administrative support for the Council?)

**ADMINISTRATIVE AGENDA
CITY COUNCIL
CITY OF LONG BRANCH
MAY 26, 2021
7:30 P.M.**

ROLL CALL:

**BILL DANGLER, COUNCILMAN
DR. ANITA VOOGT, COUNCILWOMAN
ROSE WIDDIS, COUNCILWOMAN
DR. MARY JANE CELLI, COUNCIL VICE PRESIDENT
MARIO VIEIRA, COUNCIL PRESIDENT**

PLEDGE OF ALLEGIANCE

THE MAYOR, COUNCIL AND ADMINISTRATION OF THE CITY OF LONG BRANCH ARE COMMITTED TO CULTIVATING AN ENVIRONMENT OF MUTUAL TRUST AND RESPECT, AND TO VALUE THE DIVERSITY WHICH EXISTS IN OUR COMMUNITY. WE WILL STRIVE TO ENHANCE THE QUALITY OF LIFE FOR ALL WHO LIVE HERE, BY MAKING LONG BRANCH A DESIRABLE PLACE IN WHICH TO LIVE, LEARN, PLAY AND PROSPER

CERTIFICATION BY CLERK

READING AND APPROVAL OF PREVIOUS MINUTES

MAY 12, 2021

PRESENTATION

JEWISH WAR VETERAN 125TH ANNIVERSARY

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION: (INTRODUCED: MAY 12, 2021)

- 9-21 AN ORDINANCE OF THE CITY OF LONG BRANCH, AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT (OCEAN PLAZA CONDOMINIUM)
- 10-21 AN ORDINANCE AMENDING CHAPTER 325-3K, SECTION 44, SCHEDULE XVIII (ADDING A HANDICAPPED PARKING SPACE ON WEST END COURT)
- 11-21 AN ORDINANCE AMENDING CHAPTER 325-3C, SECTION 26, SCHEDULE II (NO PARKING ANYTIME-LESLIE COURT)

ORDINANCES FOR INTRODUCTION: (PUBLIC HEARING SCHEDULED FOR JUNE 9, 2021)

- 12-21 AN ORDINANCE OF THE CITY OF LONG BRANCH AMENDING SECTION 75-9 OF THE CODE OF THE CITY OF LONG BRANCH TO DECLARING JUNETEENTH DAY AS AN OFFICIAL CITY HOLIDAY

PUBLIC PARTICIPATION:

RESOLUTIONS:

- 99-21 RESOLUTION APPROVING PAYMENT OF BILLS
- 100-21 RESOLUTION AUTHORIZING ISSUANCE OF CERTIFICATE OF COMPLETION (STAVOLA ASSOCIATES)
- 101-21 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 (SAFE AND SECURE COMMUNITIES PROGRAM 6/3/21-6/2/22)

- 102-21 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE LIFEGUARD SERVICES FOR THE 2021 SEASON
- 103-21 RESOLUTION AUTHORIZING CONTRACTS FOR THE 2021 SUMMER CONCERT MUSICAL PERFORMANCES
- 104-21 RESOLUTION AUTHORIZING CONTRACTS FOR SUMMER MUSICAL PERFORMANCES WITH LEGACY LIGHTING LLC
- 105-21 RESOLUTION AUTHORIZING CONTRACTS FOR THE 2021 SUMMER CONCERT MUSICAL PERFORMANCES BROADWAY BAND SHELL
- 106-21 RESOLUTION AWARDING A CONTRACT TO MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF RADIO COMMUNICATIONS EQUIPMENT AND ACCESSORIES FOR THE POLICE DEPARTMENT
- 107-21 RESOLUTION AUTHORIZING 2021 EMERGENCY TEMPORARY APPROPRIATIONS
- 108-21 RESOLUTION EMERGENCY AWARD OF CONTRACT DUE TO FISH CLEAN UP TO McVAC ENVIRONMENTAL SERVICES INC.
- 109-21 A RESOLUTION AUTHORIZING THE UTILIZATION OF PROJECT LABOR AGREEMENTS FOR PUBLIC WORKS PROJECTS UNDERTAKEN BY THE CITY IN EXCESS OF FIVE-MILLION DOLLARS
- 110-21 RESOLUTION APPROVING PERSON TO PERSON/PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-33-073-015 (SALT STEAKHOUSE, LLC)
- 111-21 RESOLUTION APPROVING PERSON TO PERSON/PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-33-047-013 (KAHUNA BURGER)

112-21 RESOLUTION APPROVING PERSON TO PERSON/PLACE-TO-
PLACE TRANSFER OF STATE LICENSE #1325-33-012-011
(ROBINSON ALE HOUSE)

APPLICATIONS:

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

**CITY OF LONG BRANCH
ORDINANCE # 9-21**

**AN ORDINANCE OF THE CITY OF LONG BRANCH,
AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT**

WHEREAS, the City of Long Branch (the “City”) is the owner or easement holder of a certain tract of land, which is legally described on the official Tax Map of the City of Long Branch as Block 141, Lot 1; and

WHEREAS, The Ocean Plaza Condominium Association, Inc. is the owner of real property which is legally described on the official Tax Map of the City of Long Branch as Block 137, Lot 4.609; and

WHEREAS, in exchange for the mutual promises contained within the Agreement and General Release dated the 12 day of May, 2021 (the “Agreement”) by and between the City of Long Branch and the Ocean Plaza Condominium Association, Inc. (the “Parties”), the City of Long Branch has taken the necessary steps to amend the Parties’ Easement Agreement dated May 2004 to shift the Parties’ existing Easement to the North, to accommodate a Ramp Encroachment, as defined in the Agreement; and

WHEREAS, said portion of the City’s Property contemplated by the Agreement is more fully described and depicted in relevant Exhibits A and B to the Deed of Easement attached hereto. Exhibit A is a “Description of Easement Part of Lot 1, Block 141 and Exhibit B depicts the “proposed easement” on the survey for Block 141, Lot 1; and

NOW THEREFORE BE IT ORDAINED by the governing body of the City of Long Branch, County of Monmouth and State of New Jersey as follows:

1. That the governing body does hereby authorize the Deed of Easement in substantially the form attached hereto; and
2. That the Mayor and Municipal Clerk are hereby authorized to execute and attest to, respectively, any and all documents necessary to facilitate the transfer of the above-mentioned easement subject to the review and approval of the City Attorney.
3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.
4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
5. This ordinance shall take effect after second reading and publication as required by law.

Introduced:
Adopted:

Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor

**CITY OF LONG BRANCH
DEED OF EASEMENT**

THIS DEED OF EASEMENT IS MADE THIS ____ day of May, 2021

BY AND BETWEEN

THE CITY OF LONG BRANCH, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, New Jersey 07740,

herein after referred to as the “Grantor”;

and

OCEAN PLAZA CONDOMINIUM ASSOCIATION, INC., a Corporation of the State of New Jersey whose address is 525 Ocean Boulevard, Long Branch, New Jersey 07740,

herein after referred to as the “Grantee”;

WITNESSETH

WHEREAS, Grantor is the owner in fee of real property located in the City of Long Branch, County of Monmouth, State of New Jersey, which is legally described on the official Tax Map of the City of Long Branch as Block 141, Lot 1 (“Grantor’s Property”); and

WHEREAS, Grantee is the owner of real property located in the City of Long Branch, County of Monmouth, State of New Jersey, which is legally described on the official Tax Map of the City of Long Branch as Block 137, Lot 4.609 (“Grantee’s Property”); and

WHEREAS, Grantor’s Property is the beach property to the east of Grantee’s Property, Ocean Avenue, and the City Boardwalk, as depicted in **Exhibit B** attached hereto; and

WHEREAS, in exchange for the mutual promises contained within the Agreement and General Release dated the ____ day of May, 2021 (the “Agreement”) between the City of Long Branch and the Ocean Plaza Condominium Association (the “Parties”) annexed hereto as **Exhibit C**, the City of Long Branch has agreed to take the necessary steps to amend the Parties’ Easement Agreement dated May 2004 to shift the Parties’ existing Easement to the North, to accommodate a Ramp Encroachment, as defined in the Agreement; and

WHEREAS, said portion of Grantor's Property contemplated by the Agreement is more fully described in **Exhibit A** attached hereto and entitled "Description of Easement Part of Lot 1, Block 141 and depicted as the "proposed easement" within **Exhibit B** attached hereto; and

NOW, THEREFORE, for good and valuable consideration and in exchange for the mutual promises contained within the Agreement by and between the Parties, Grantor does hereby create, grant and convey to Grantee the following irrevocable, perpetual and permanent easement as set forth herein:

1. An irrevocable, perpetual and permanent easement is hereby created across that land of the Property (the "Easement") which is more particularly described on the written description annexed hereto as **Exhibit A**, entitled "Description of Easement Part of Lot 1, Block 141" and more particularly depicted as the "proposed easement" within **Exhibit B**. The easement area granted to Grantee under the Easement Agreement dated May 2004 is hereby extinguished; and
2. Grantor holds the requisite interest to grant the Easement listed above, for use by Grantee, their representatives, agents, contractors and assigns to operate and maintain the Easement for the sole use and enjoyment of its residents and their guests; and
3. Grantor holds the requisite power and authority to grant the Easement; and
4. The Easement and restrictions, terms and conditions of the Easement shall permanently run with the land and shall both bind and benefit Grantor, all future owners of the Lot and their heirs, assigns and successors in and to the Lot. The covenants, terms, conditions and restrictions of the Easement shall be binding upon, and inure to the benefit of the Parties hereto and their respective representatives, successors and assigns and shall continue as a servitude running in perpetuity with the land.
5. The Easement may be signed in one or more counterparts, each of which shall be deemed an original.
6. The Easement reserves to the Grantor, Grantor's successors and assigns, the rights and privileges as may be used and enjoyed without interfering with or abridging the rights and privileges hereby conveyed to Grantee; and

7. The restrictions and terms and conditions of this Deed of Easement shall be in addition to any existing deed restrictions binding the Lot in the Agreement (if any) and shall in no way lessen, negate or alter any existing deed restrictions.
8. Nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property(s).

Miscellaneous:

1. The enforcement of the terms of this Easement shall be at the discretion of Grantee and any forbearance by Grantee to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantee of such violation or of any subsequent violation of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of the Easement shall be governed by the laws of the State of New Jersey.
3. If any provisions of the Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Easement or the application of such provisions to person or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under the Easement shall be sent by regular first-class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.
6. Structures not part of the Agreement are not authorized. This Easement does not permit Grantee to place any other structure besides what is already described in the Agreement on any part of the Easement; Grantor retains the right to reasonable use and occupancy of the property so long as the same does not interfere with the rights conveyed herein.

IN WITNESS WHEREOF, with the Parties understanding and agreeing to the above, they do hereby place their signature on the date as set forth below.

Accepted by the Property(s) Owner,

GRANTOR, the City of Long Branch

Witnessed by:

By _____

John Pallone, Mayor, City of Long Branch

NOTARY PUBLIC OF THE

STATE OF NEW JERSEY

Date: _____

STATE OF NEW JERSEY

:

: **ss**

COUNTY OF MONMOUTH

:

I CERTIFY that on _____, 2021

JOHN PALLONE, personally came before me and stated to my satisfaction that this person:

- (a) Signed, sealed and delivered this Deed of Easement as his or her act and deed;
- (b) was authorized to and did execute this instrument as the Mayor of the City of Long Branch, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument;

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Accepted by the

GRANTEE, Ocean Plaza Condominium Association, Inc.

Witnessed by:

By _____
Jeff Rosenzweig, Board President

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Date: _____

STATE OF NEW JERSEY

:

: ss

COUNTY OF MONMOUTH

:

I CERTIFY that on _____, 2021

JEFF ROSENZWEIG, personally came before me and stated to my satisfaction that this person:

- (a) Signed, sealed and delivered this Deed of Easement as his or her act and deed;
- (b) was authorized to and did execute this instrument as the President of the Ocean Plaza Condominium Association, Inc. the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument;

NOTARY PUBLIC OF THE
STATE NEW JERSEY



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

HLB00003.19

February 22, 2021

**Description of Easement
Part of Lot 1, Block 141
City of Long Branch
Monmouth County, New Jersey**

Description of all that certain lot, parcel or tract of land known and designated as a part of Lot 1 in Block 141, situate, lying and being in the City of Long Branch, County of Monmouth, State of New Jersey and being more particularly bounded and described as follows:

Commencing at a point on the existing easterly Right-of-Way line of Ocean Avenue (88' Foot Wide Right-of-Way-Deed), said point being distant the following two (2) courses from a rebar found at the intersection of the westerly Right-of-Way line of Ocean Avenue with the southerly Right-of-Way line of Brown Road (25 Foot Wide Right of Way-TM), thence,

- a) Crossing Ocean Avenue and being parallel with the southerly Right-of-Way line of Brown Road, North $89^{\circ} 31' 19''$ East, a distance of 88.75 feet to a point on the easterly Right-of-Way line of Ocean Avenue; thence,
- b) Along the easterly Right-of-Way line of Ocean Avenue, South $06^{\circ} 57' 57''$ West, a distance of 3.18 feet to the Point and Place of BEGINNING and continuing thence,

Within Lot 1 Block 141 the following three (3) courses:

- 1) South $83^{\circ} 02' 03''$ East, a distance of 30.00 feet to a point; thence,
- 2) South $06^{\circ} 57' 57''$ West, a distance of 50.00 feet to a point; thence,
- 3) North $83^{\circ} 02' 03''$ West, a distance of 30.00 feet to a point on easterly Right-of-Way line of Ocean Avenue; thence,
- 4) Along the easterly Right-of-Way line of Ocean Avenue, North $06^{\circ} 57' 57''$ East, a distance of 50.00 feet to the Point and Place of BEGINNING.

Said described lands being subject to easements, restrictions and agreements of record and such facts as may be disclosed in a full and accurate Title Search and Survey into the property-in-question and the immediate adjoiners.

Total Area of Easement within Lot 1 in Block 141 containing 1,500 square feet – 0.034 Acres.



The Easement as described herein being and intended to be the same property as depicted on a certain map entitled "Sketch of Easement, Part of Lot 1 in Block 141, Ocean Plaza Condominium, City of Long Branch, Monmouth County, New Jersey", as prepared by Robert K. Sanchez, Land Surveyor of CME Associates, 1460 Route 9 South, Howell, NJ 07731-1194, dated February 22, 2021.



Robert K. Sanchez, P.L.S.
Professional Land Surveyor
N.J. License No. 43294

Qtt:rks

**CITY OF LONG BRANCH
ORDINANCE NO. 10-21**

**ORDINANCE AMENDING CHAPTER 325-3K SECTION 44 SCHEDULE XVIII
(Adding a handicapped parking space on West End Court)**

NOW, THEREFORE, BE IT ORDAINED In accordance with the provisions of 325-3k, no person other than those persons who have been issued a special vehicle identification card by the Division of Motor Vehicles shall be permitted to park a vehicle upon any of the streets or parts of the street.

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
West End Ct	North Side	Beginning at a point 193' feet East of Second Ave. and continuing 20' East

Introduced:

Adopted:

Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor

To: City Clerk's Office

April 22, 2021

From: Cpl. Cesare Simonelli #298
Traffic Safety

Ref: Handicapped Parking Space 429 West End Ct

City Clerk,

Please find attached, an ordinance proposal, designating a section of West End Ct as a Handicapped parking space. Please have this placed on the council agenda for adoption.

Respectfully Submitted,

Cpl. C. Simonelli #298
Traffic Safety Division

**CITY OF LONG BRANCH
ORDINANCE NO. 11-21**

**ORDINANCE AMENDING CHAPTER 325-3C SECTION 26 SCHEDULE II
(No Parking Anytime-Leslie Court)**

NOW, THEREFORE, BE IT ORDAINED in accordance with the provisions of 325-3C, Parking Prohibited at all times on certain streets. No person shall park a vehicle at any time upon any of the streets or parts thereof described in Schedule II (325-26) attached to and made a part of this chapter.

325-26 Schedule II: Prohibited at All Times on Certain Streets.
[Amended 11-23-1971 by Ord. No 618; 11-14-1972 by Ord. No. 660; 8-28-1973 by Ord. No. 700; 5-27-1975 by Ord. No. 780; 5-11-1976 by Ord. No. 815; 9-28-1976 by Ord. No. 831; 10-12-1976 by Ord. No. 833; 9-14-1977 by Ord. No. 891; 7-25-1978 by Ord. No. 920; 8-8-1978 by Ord. No. 922; 6-19-1979 by Ord. 948; 8-19-1980 by Ord. No. 990; 3-10-1981 by Ord. No. 1008; 5-12-1981 by Ord. No. 1020; 6-9-1981 by Ord. No. 10231]

In accordance with the provisions of 325-3C, no person shall park a vehicle at any time upon any of the following streets or parts of streets

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Leslie Court	West Side	Entire Length

Introduced:

Adopted:

Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor

To: Director Saldida

From: P.O. B Boryszewski #346

Subject: Repeal Parking Restriction on
W side of Leslie Ct

Date: May, 18 2021

Director,

I would like to request authorization to proceed with repealing the previous ordinance and allowing parking on the West side of Leslie Ct. It has come to the attention of the traffic safety unit that the residents on the street have all agreed to and signed a petition requesting the police department to remove the no parking anytime signs on the West side of the street. I've attached a copy of that petition to this packet. If this should meet your approval please forward this packet to the City Clerk's office so that it can be placed on the next council agenda.

Respectfully,

P.O. B Boryszewski #346

Traffic Safety Unit

**CITY OF LONG BRANCH
ORDINANCE NO. 11-21 (AMENDED)**

**ORDINANCE AMENDING CHAPTER 325-3C SECTION 26 SCHEDULE II
(No Parking Anytime-Leslie Court)**

NOW, THEREFORE, BE IT ORDAINED In accordance with the provisions of § 325-326 Parking prohibited at all times on certain streets. No person shall park a vehicle at any time upon any of the streets or parts thereof described in Schedule II (§ 325-26) attached to and made a part of this chapter.

325-26Schedule II: Parking Prohibited at All Times on Certain Streets.
[Amended 11-23-1971 by Ord. No. 618; 11-14-1972 by Ord. No. 660; 8-28-1973 by Ord. No. 700; 5-27-1975 by Ord. No. 780; 5-11-1976 by Ord. No. 815; 9-28-1976 by Ord. No. 831; 10-12-1976 by Ord. No. 833; 9-14-1977 by Ord. No. 891; 7-25-1978 by Ord. No. 920; 8-8-1978 by Ord. No. 922; 6-19-1979 by Ord. No. 948; 8-19-1980 by Ord. No. 990; 3-10-1981 by Ord. No. 1008; 5-12-1981 by Ord. No. 1020; 6-9-1981 by Ord. No. 1023]

In accordance with the provisions of § 325-3C, no person shall park a vehicle at any time upon any of the following streets or parts of streets

Name of Street

Side

Location

Leslie Court

East Side

Entire Length

**CITY OF LONG BRANCH
ORDINANCE NO. 12-21**

**AN ORDINANCE OF THE CITY OF LONG BRANCH AMENDING SECTION 75-9 OF THE
CODE OF THE CITY OF LONG BRANCH TO DECLARING JUNETEENTH DAY AS AN
OFFICIAL CITY HOLIDAY**

SUMMARY

**An ordinance establishing Juneteenth Day as an official City holiday to be celebrated on the 3rd
Friday of June**

WHEREAS, Juneteenth commemorates June 19, 1865 when Union General Gordon Granger rode into Galveston, Texas to inform enslaved people of the 1863 Emancipation Proclamation and their freedom; and

WHEREAS, on September 10, 2020 Govern Phil Murphy signed into law legislation that establish Juneteenth Day, to be celebrated on the 3rd Friday of June each year, as a state holiday; and

WHEREAS, the City Council has determined that to commemorate this important day that Juneteenth Day should be an official City Holiday.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that it does hereby declare Juneteenth Day an official City Holiday and Section 75-9(A) of the Code of the City of Long Branch is hereby amended to include on the list of official holidays Juneteenth Day to be celebrated on the 3rd Friday of June.

BE IT FURTHER ORDAINED that this ordinance shall take effect in a time and manner prescribed by law

Introduced:

Adopted:

Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor

**CITY OF LONG BRANCH
RESOLUTION R-99-21**

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS the City Council of the City of Long Branch has 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:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of May 26, 2021. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

All Hands Fire Equipment	Supplies - Fire Department	931.98	
Amazon Capital Services	Supplies - Recreation Department	436.72	
Ambassador Medical Services	Drug/Alcohol Tests - March - April 2021	476.00	
AT&T	Utilities - Phone Service - April 2021	325.63	*
Atlantic Engineering Laboratories, Inc.	Inspection and Testing Pleasure Bay Pool - January 2021	1,405.00	PMT # 5
Atlantic Flooring, Inc.	Flooring Police Locker Room and Bathroom - Public Works	5,647.53	
Atlantic Plumbing Supply Corp.	Plumbing Supplies - Public Works	1,310.07	
Auto Parts	Supplies - Multiple Departments	9,056.77	
BHMG - Corporate Care	Breath Alcohol Test - Administration	25.00	
Candoris Technologies, LLC	Support Agreement - Police Department	1,006.60	
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 6, 2021	20,399.03	*
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 12, 2021	361,833.39	*
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 14, 2021	475,146.48	*
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 1, 2021	1,079,629.04	*
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 16, 2021	1,318,657.96	*
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 30, 2021	1,058,921.90	*
City of Long Branch Payroll Agency Account	Health Benefits - May 2021	452,551.57	*
City of Long Branch Payroll Agency Account	Payroll - April 1, 2021	1,032,438.35	*
City of Long Branch Payroll Agency Account	FICA/Medicare - April 1, 2021	47,190.69	*
City of Long Branch Payroll Agency Account	Payroll - April 16, 2021	1,267,834.48	*
City of Long Branch Payroll Agency Account	FICA/Medicare - April 16, 2021	50,823.48	*
City of Long Branch Payroll Agency Account	Payroll - April 30, 2021	1,011,327.96	*
City of Long Branch Payroll Agency Account	FICA/Medicare - April 30, 2021	47,593.94	*
C. Bento	Reimbursement for Notary Commission Renewal - Tax Department	55.20	
CME Associates	Public Safety Building - February 2021	6,017.50	PMT # 14 - # 15
Coastal Inspections, LLC.	Food and Lead Inspections - Health Department	2,938.75	
Comcast Business	Utilities - IP Service - April 2021	328.14	*
Doretta A. Ricci	Instructor: Strength/Stability - March - April 2021 - Senior Center	605.00	
Eagle Point Gun	Ammunition for Police - Police Department	13,781.70	
Elite Vehicle Solutions	Siren and Bedliner - Fire Department	1,953.99	
Environmental Products and Accessories LLC	Parts for Sewer Vac - Public Works	542.45	
Fine Fare	Food for Good to Go - March 31, 2021 - Senior Center	91.83	
Fire & Safety Services LTD	Parts - Fire Department	59.62	
Flowers by Vanbrunt	Chief's Flowers - Fire Department	300.00	
Freehold Dodge Inc.	Parts for PD #50 - Public Works	463.14	
Gann Law	2021 Edition NJ Police Manual - Police Department	996.50	
Genuine Parts Company	Parts - Public Works	1,226.05	
Gluck Walrath LLP	Professional Services - Tax Appeals - April 2021	288.00	PMT # 3
Hoagland Longo Moran Dunst & Doukas	Professional Services - Tax Appeals - April 2021	4,405.50	PMT # 4
Home Depot Credit Services	Supplies - Recreation Department	467.02	
Iłumscka Kusinow	Instructor - Tai Chi - March 2021 - Senior Center	90.00	
Impact Tech. Solutions LLC	Annual Service Agreement for Court Video Arraignment System - Municipal Court	1,165.00	
Imperial Bag & Paper Co., LLC	Supplies - Public Works	5,258.50	
In Time Solutions Inc.	Annual Renewal - In Time Software Plan - Police Department	4,777.00	
Institute for Forensics Psychology	Psychological Evaluation - Fire Department	500.00	
Jamm Printing	Posters and Flyers - Health Department	1,792.00	
Jersey Auto Spa Car Wash	Car Washes - March 2021 - Multiple Departments	648.00	
Jersey Central Power & Light	Utilities - Electrical - April 2021	3,364.72	*
John Guire Rental, LLC	Rental of Ditch Witch Dingo - Public Works	1,075.50	
John Guire Supply LLC	Top Soil - Public Works	135.00	
John's Auto & Truck Repair	Two (2) Tows for Investigation - Police Department	200.00	
Keyper Systems	Premier Warranty & Support - Public Works and Police Department	1,618.20	
Konica Minolta Business Solutions USA Inc.	Copier Rental - Police Department	258.77	
Lawson Products, Inc.	Supplies - Police Department	1,179.89	
Leon S Avakian, Inc.	CAFRA Permit	8,225.00	PMT # 1
Matthew Bender & Co.	NJ Admin Code Title 4a - Public Works	95.07	
Mazza Recycling Service LTD.	Recycle - Tires - Public Works	434.00	
MGL Printing Solutions	Forms - Tax Collector	162.00	
Michael A Irene, Jr. Esq.	Professional Services - Planning Board - April 2021	1,000.00	PMT # 3
Monmouth County	Shared Services Car Washes - March 2021	515.00	PMT # 2
New Jersey American Water Co.	Utilities - Water - April 2021	18,634.58	*
OHD, LLP	Annual Calibration - OEM Office	810.00	
Pedi Source National Supply	Supplies - Police Department	728.95	
Quality Rebuilders	Parts - Public Works	310.00	
Rainone Coughlin Minchello LLC	Professional Services General Legal Services - April 2021	31,154.74	PMT # 14 - # 19
Redwood Biotech, Inc.	Supplies - Human Services/Recreation Department	3,130.21	
Republic Services of NJ, LLC	Bulky Waste - April 2021	7,015.36	PMT # 16 - # 17
Riggins Incorporated	Fuel - Public Works	24,127.30	
S. Dziuba	Opening Bank Daily Beach Badge - Beach Operations	15,700.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Saker Shoprite	Food for Good to Go - May 14, 2021 - Senior Center	398.22	
Seaboard Welding Supply Inc.	Supplies - Public Works	1,295.40	
Shoreline Harley-Davidson	Service Three (3) Bikes Police Department	573.09	
SIP's Paint & Hardware	Supplies - Public Works	23.96	
State of NJ/Dept. of Comm Affairs	Elevator Inspection Fee - Public Works	258.00	
Statewide Insurance Fund	2Q'2021 Assessment and Workers Compensation	406,706.25	PMT # 2
The Hungry Puppy	Food for K-9 Officer - Police Department	236.97	
Toshiba Business Solutions	Printer Ribbon - Police Department	246.95	
Tracey C Witter	Instructor: Art Class- March - April 2021 - Senior Center	360.00	
Treasurer State of NJ Division of Revenue	Vehicle Registration - Public Works	4,110.00	
Turn Out Fire & Safety	Uniforms - Fire Department	2,792.79	
United Imaging	Office Supplies - Police Department	372.31	
Verizon	Utilities - Phone Service - April 2021	* 199.98	
Verizon Wireless	Utilities - Smart Phones and Wireless Laptops Services - May 2021	* 7,433.11	
W.B. Mason Co., Inc.	Supplies - Multiple Departments	4,853.28	
W.W. Grainger Inc.	Supplies - Public Works	2,067.09	
Wilentz, Goldman & Spitzer, PA	Bond Counsel Services	* 12,542.78	

TOTAL CURRENT		8,858,064.93	
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City of Long Branch Clearing Account	To Reimburse Clearing Account - May 12, 2021	*	43,168.75	
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 6, 2021	*	167,543.89	
CME Associates	Jackson Woods Park - December 2020		649.60	PMT # 20
CME Associates	2020 Road Project - February 2021		3,528.00	PMT # 7
CME Associates	Third Avenue Improvements - Construction Phase - February 2021		2,062.50	PMT # 9
CME Associates	Lake Takanassee Beautification - April 2021		300.00	PMT # 1
CME Associates	Jackson Woods Trail Improvement - April 2021		5,400.00	PMT # 1
Garden State Highway Products Inc.	Items for Traffic/Police (Signs, Posts, Flashers, etc.) - Police Department		9,450.15	
Leon S. Avakian, Inc.	Garfield & Harrison Drainage Improvements - March - April 2021		4,367.50	PMT # 5
Precise Construction, Inc.	3rd Avenue Improvements	*	167,543.89	PMT # 1

TOTAL CAPITAL		404,014.28	
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City of Long Branch Clearing Account	To Reimburse Clearing Account - May 12, 2021	*	24,866.50	
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 6, 2021	*	114.35	
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 14, 2021	*	1,227.66	
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 1, 2021	*	3,552.74	
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 16, 2021	*	2,199.73	
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 30, 2021	*	2,242.97	
City of Long Branch Payroll Agency Account	Health Benefits - May 2021	*	978.66	
City of Long Branch Payroll Agency Account	Payroll - April 1, 2021	*	3,308.85	
City of Long Branch Payroll Agency Account	FICA/Medicare - April 1, 2021	*	243.89	
City of Long Branch Payroll Agency Account	Payroll - April 16, 2021	*	2,052.00	
City of Long Branch Payroll Agency Account	FICA/Medicare - April 16, 2021	*	147.73	
City of Long Branch Payroll Agency Account	Payroll - April 30, 2021	*	2,090.49	
City of Long Branch Payroll Agency Account	FICA/Medicare - April 30, 2021	*	152.48	
Monmouth County SPCA	Animal Shelter Services - Animal Control - April 2021		8,675.00	PMT # 4
NJ State Dep. Of Health & Senior Services	Dog Licenses - April 2021	*	249.00	
The Hungry Puppy	Food for ACO K-9 - April 2021 - Health Department		73.97	
Verizon Wireless	Utilities - Smart Phones and Wireless Laptops Services - May 2021	*	114.35	

TOTAL ANIMAL CONTROL		52,290.37	
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A. Bruno & Son Landscaping	City Flower Beds - April - May 2021		17,505.00	PMT # 1 - # 2
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 12, 2021	*	31,527.64	
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 1, 2021	*	6,648.57	
City of Long Branch Payroll Agency Account	Payroll - April 1, 2021	*	6,158.03	
City of Long Branch Payroll Agency Account	FICA/Medicare - April 1, 2021	*	490.54	
Home Depot Credit Center	Supplies - Community Development		647.08	
Jersey Auto Spa Car Wash	Car Washes - March 2021 - Community Development		8.00	
Leon S. Avakian, Inc.	Safe Routes to School - February - March 2021		4,345.00	PMT # 2
United Services NE, Inc.	Port-A-John Rental - Community Development		461.28	

TOTAL HUD			67,791.14	
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City of Long Branch Clearing Account	To Reimburse Clearing Account - May 6, 2021	*	5,140.01	
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 14, 2021	*	4,057.32	
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 1, 2021	*	116,017.78	
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 16, 2021	*	23,360.12	
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - April 30, 2021	*	35,633.04	
City of Long Branch Payroll Agency Account	Health Benefits - May 2021	*	1,957.32	
City of Long Branch Payroll Agency Account	Payroll - April 1, 2021	*	115,095.23	
City of Long Branch Payroll Agency Account	FICA/Medicare - April 1, 2021	*	922.55	
City of Long Branch Payroll Agency Account	Payroll - April 16, 2021	*	22,692.23	
City of Long Branch Payroll Agency Account	FICA/Medicare - April 16, 2021	*	667.89	
City of Long Branch Payroll Agency Account	Payroll - April 30, 2021	*	34,482.73	
City of Long Branch Payroll Agency Account	FICA/Medicare - April 30, 2021	*	1,150.31	
CME Associates	Professional Services - Planning and Zoning Board		26,081.00	
De Large Landen Fin. Serv. Inc.	Tax Sale Premium	*	5,100.00	
E M Waterbury & Assoc, PA	Professional Services - Planning and Zoning Board		3,644.25	
Maser Consulting PA	Professional Services - Planning and Zoning Board		700.00	
McManimon, Scotland & Baumann, LLC	Professional Services - Bluffs Development - February 2021		1,202.50	PMT # 1
Michael A Irene, Jr.	Professional Services - Planning and Zoning Board		4,059.00	
US Bank Cust for Pro Cap 8	Tax Sale Premium	*	2,100.00	
Verizon Wireless	Utilities - Smart Phones and Wireless Laptops Services - May 2021	*	40.01	
Weiner Law Group, LLC	Professional Services - Planning and Zoning Board		3,481.50	

TOTAL TRUST OTHER			407,584.79	
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**CITY OF LONG BRANCH
RESOLUTION R-100-21**

RESOLUTION AUTHORIZING ISSUANCE OF CERTIFICATE OF COMPLETION

PROJECT: Stavola Associates
BLOCK: 302
LOT: 12.01-12.09, 12.1, 12.11, 12.12

WHEREAS, the City of Long Branch entered into a Redevelopment Agreement (the “Agreement”) with Stavola Associates on January 26, 2018 to govern the major subdivision of various properties in the Beachfront North section of City; and

WHEREAS, the requirements of performance as set forth in the aforesaid Agreement have been satisfied by the Applicant, including the payment of an additional sum of \$5,000.00 for additional infrastructure work that was performed with regard to sidewalks and relocation of a fire hydrant installed by the water company; and

WHEREAS, the City Engineer has reviewed and signed off on all of the various infrastructure improvements that were performed by Stavola Associates prior to the sale of the subject properties, having been sold in February and March of 2020; and

WHEREAS, pursuant to Section 4.2 of the Agreement, upon completion of the obligations in the Agreement and Planning Board approval, the Applicant is permitted to seek and secure from the City a Certificate of Completion recognizing same; and

WHEREAS, based upon a review by the City Administration, the City Engineer and the Planning Division, the City recommends that the Certificate of Completion be issued by the City to Stavola Associates;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch, County of Monmouth that the Planning Division is hereby authorized to issue a Certificate of Completion to Stavola Associates; B200, 620 Tinton Avenue, Tinton Falls, NJ 07724.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch,
do hereby certify the foregoing to be a true, complete and
correct copy of a resolution adopted by the City Council at a
Regular Meeting held on May 26, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-101-21**

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

SAFE AND SECURE COMMUNITIES PROGRAM / FY 21

GRANT PERIOD: 6/3/21 – 6/2/22 – GRANT #21-1327

**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 a funding of approximately \$32,400.00 with a match of \$315,163.20 project total cost of \$290,957.97 for an approximate project under the State of New Jersey FY21 Safe and Secure Communities Program Grant Program; and

WHEREAS, the City Council of the City of Long Branch has reviewed the 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;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that

1. As a matter of public policy Long Branch Police Department wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Office of the Attorney General will receive funds on behalf of the applicant.
3. The Office of the Attorney General shall be responsible for the receipt and review of the applications for said funds.
4. The Office of Attorney General shall initiate allocations to each applicant as authorized

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey

County of Monmouth

City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



**PROGRAM ADMINISTRATION
AND FUNDING GUIDELINES**

June 2019

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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 in the application, program development, and implementation processes, as well as the reporting and state compliance requirements, of the Safe and Secure Communities Grant Program (Safe and Secure Grant Program).

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 increase its law enforcement personnel, with the goal of enhancing the effectiveness of police operations and other crime reduction strategies needed by the community. The Act established a Safe Neighborhood Services Fund to support the Safe and Secure Grant Program. This fund is supported by a \$75.00 assessment imposed upon any criminal conviction.

Under the Safe and Secure Communities Act, municipalities are eligible to receive grant funding if they meet the following requirements:

- (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) they received a subaward for a personnel grant, pursuant to their application.

Participation in the Safe and Secure Grant Program requires municipalities to not reduce their 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 subaward amount or the total loss of the subaward.

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. **Municipalities that receive a subaward for a law enforcement project shall be responsible for paying the fringe benefits of all police officers or other law enforcement personnel hired under the subaward, which shall be deemed the local cash match. Requests for overtime funds will not be considered.** N.J.A.C. 13:79-3.1(b).

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 in the creation of a sustainability plan. Additionally, receipt of these grant funds is contingent upon the timely filing of grant applications, as well as the timely submission of all financial and programmatic reports.

Please Note:

- **Municipalities that receive funding are required to notify the Office of the Attorney General (OAG) Grants Development Section staff in writing if their complement of officers drops below the full required complement (those added with grant funds).**
- **Applicants and Subrecipients are required to report their total complement of officers each quarter on the financial reports (Detailed Cost Statements).**
- **Applicants and Subrecipients are bound by changes made in State law and policy regardless of inclusion in these guidelines.**
- **OAG reserves the right to decline any application for funding and to award funding in amounts that may be other than offered or requested.**

The OAG Grants Development Section awards, administers, and monitors subawards made under the Safe and Secure Grant Program. Staff from OAG Grants Development Section is available to provide technical assistance during the application process and subaward period.

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

Office of the Attorney General
Grants Development Section
25 Market Street, 4th Floor, West Wing
P.O. Box 085
Trenton, N.J. 08625-0085
Main No.: (609) 376-2445
Fax No.: (609) 292-1451
E-mail address: grants@njoag.gov

II. APPLICATION REQUIREMENTS

A. SUBMISSION

Applications are due within sixty (60) days of the issuance of the notification letter from the OAG Grants Development Section. One copy of the application must be submitted via e-mail to grants@njoag.gov. *Unless otherwise noted, the head of the Subrecipient local unit of government (Mayor, Chief Executive or Village President) should sign required grant documents.*

B. GRANT APPLICATION

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

Effective October 2018, a consolidated application and award process was implemented to streamline processing of a fully-executed subaward.

Applicants must complete and return the following:

1. The Applicant Information Form
2. The Application Authorization (Signed by Mayor and Project Director)
3. The Program Application Narrative (Provided by Applicant)
4. The Budget Detail Form
5. Subaward Contract
6. Governing Body Resolution & Certification
7. General and Special Conditions

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. 13:79-3.1.

B. PROHIBITION AGAINST SUPPLANTING

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

C. UNALLOWABLE COSTS

The Safe and Secure Grant 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 CATEGORIES

The budget categories appearing on the Budget Detail Form are explained below. Note that applicants should only use whole dollars 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.

*****FYI:** Pursuant to statute, the officers' fringe benefit is your match for this grant. Therefore, **your contract will reference "fringe benefits" as the match amount, and so your resolution may also reference "fringe benefits" as the match amount for the grant.**

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 Application Authorization Form**) 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 the applicant 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 Applicant certifies that all grant funds will be used exclusively for the purposes specified in the grant award; it will not reduce its regular complement of police officers and other law enforcement personnel during the grant period; it will 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 Applicant 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

Applicants, except State Agency applicants, must return a certified Resolution with their Consolidated Application and Award Package.

The Resolution must contain all data requirements listed on the Required Resolution & Certification Checklist which is provided as a reference document in the Consolidated Application and Award Package.

Also note, in reference to the match amount, pursuant to statute is equal to the officers' fringe benefits.

- It is sufficient to reference "fringe benefits" as the match in your resolution, as fringe benefits will be referenced in your contract under the match amount.

The Resolution must be certified by the recording officer and should contain the official seal.

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, policies, 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 online, searchable database of those individuals, corporations, and agencies who are debarred from conducting business with the State of New Jersey: <https://www.state.nj.us/treasury/revenue/debarment/index.shtml>. In the performance of any grant, Subrecipients 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. SUBRECIPIENT OFFICIAL FILE

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

- A. Copy of approved application for the grant including: grant contract; Applicant Information Form; Program Narrative; Budget Detail; Application Authorization; General Conditions and Special Conditions; Approved Project Budget; copy of award letter; copies of all project modification requests; grant adjustments; and related written approvals from OAG.
- 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

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

A. PROGRAMMATIC REPORTS

Subrecipients are required to submit a Final Grant Narrative Report to OAG which assesses the overall impact of the program and determines whether the program accomplished its goals. The report should be submitted to OAG summarizing

project activities and program impact within fifteen (15) days of the end of the grant period.

B. FINANCIAL REPORTS

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

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

Subrecipients are required to submit **quarterly** Detailed Cost Statements (DCS). Two (2) DCS forms with original signatures should be sent, *to their grant analyst via e-mail*, within **fifteen (15)** days after the end of each quarter. For each funding request, a separate State of New Jersey Payment Voucher must be submitted.

NOTE: If a Subrecipient is submitting its application near the end of its project grant period, the Subrecipient 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. Subrecipients are required to report deviations from the approved budget and receive prior written approvals for budget revisions and modifications in excess of one percent of the total subaward amount. To request a budget revision, Subrecipients should submit a written explanation and complete OAG Grant Adjustment Request Form.
- B. The Subrecipient shall request approval in writing, from OAG, 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. SUBRECIPIENT FISCAL RESPONSIBILITY

The Subrecipient 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, Subrecipients are expected to conform to accepted accounting standards.

A. FINANCIAL MANAGEMENT SYSTEM

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

1. The Subrecipient'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 Controls:**
Effective internal and accounting controls over all funds, property and other assets. The Subrecipient 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 Controls:**
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 Costs:**

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 OAG and the disbursement by the Subrecipient, whenever funds are advanced by OAG.

B. AUDIT REQUIREMENTS

The Subrecipient must comply with audit requirements located in the State Treasury Department, State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08- OMB, 2 CFR Part 200, Subpart F, Audit Requirements (2 C.F.R. § 200.500, et seq.), and the Government Accountability Office's Generally Accepted Government Auditing Standards (also known as the Yellow Book).

1. Applicants that expend Federal and/or State financial assistance of \$100,000 or more, but less than \$750,000 of Federal or State financial assistance during their fiscal year (including federal pass-through funds), must have either:
 - a. A financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or
 - b. A program specific audit performed in accordance with 2 C.F.R. § 200.500, et seq., and state policy.
2. For applicants that expend Federal or State financial assistance, (including funds received from the Federal Government or federal funds passed through state agencies) of \$750,000 or more during their fiscal year must have:
 - a. A single audit performed or
 - b. A program specific audit performed in accordance with 2 C.F.R. § 200.500, et seq., and state policy.
3. For applicants receiving less than \$100,000 of State and/or Federal financial assistance, no audit is required.

C. GENERAL AND SPECIAL CONDITIONS

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

1. RETENTION OF RECORDS

All grant records, 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 Subrecipient will be recorded by the Subrecipient 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 Subrecipient in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG 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 OAG Approved Project Budget and Grant Award.

4. PROJECT INCOME (MONIES RECEIVED AND EXPENDED)

All interest or other income earned by the Subrecipient 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 reporting 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.

5. OBLIGATION OF GRANT FUNDS

Grant funds must be used only for expenditures taking place during the grant 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 grant period. Funds that are not obligated within the grant award period will lapse and revert back to OAG. Obligations outstanding at the end date of the grant period must be liquidated within forty-five (45) days. Subrecipients will be required to submit an 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 an 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 Subrecipient must assure that performance goals are being achieved.
- B. The Subrecipient shall inform OAG 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 OAG assistance required to resolve the situation.

- C. OAG 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.

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



**CONSOLIDATED APPLICATION
AND
AWARD DOCUMENTS
TO BE COMPLETED AND RETURNED**

June 2019

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

CONSOLIDATED APPLICATION AND AWARD PACKAGE CHECKLIST

SUBGRANTEE: City of Long Branch

INSTRUCTIONS: The Consolidated Application and Award Documents Checklist is a guide for filing all required documents, at one time, to streamline processing of a fully-executed subaward. Return 1 copy of the Consolidated Application and Award package via e-mail to grants@njoag.gov.

APPLICATION:

PART I

- ☐ Applicant Information Form
- ☐ Application Authorization (Signed by Mayor and Project Director)
- ☐ Program Application Narrative (Provided by Applicant)
- ☐ Project Budget Detail Form

AWARD DOCUMENTS:

PART II

- ☐ Subaward Contract
- ☐ Governing Body Resolution & Certification [see Resolution and Certification Checklist for specific information requirements]
- ☐ General and Special Conditions

NOTE: **ALL OF THE ABOVE ITEMS ARE REQUIREMENTS AND PROCESSING WILL NOT OCCUR WITHOUT ALL DOCUMENTATION.**

Applicant Information Form**Safe and Secure Communities Program**

Requested Project Duration Period (when to when): June 3, 2020 - June 2, 2021	Grant No.: 20- 1327
---	---------------------

Municipality: City of Long Branch			
Address: 344 Broadway			
City: Long Branch	State: NJ	Zip Code + 4: 07740	County: Monmouth

Name and Title of Chief Executive/Mayor: John Pallone			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 732-222-7000	Ext.	Email: johnpallone@longbranch.org	Fax:

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

Name and Title of Project Director: Jason S. Roebuck, Police Chief (co-signer on financial reports)			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 732-222-1000	Ext.	Email: jroebuck@longbranch.org	Fax:

Name and Title of Contact Person: Charles F. Shirley Jr. (Person directly responsible for project operations)			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 732-222-1000	Ext.	Email: cshirley@longbranch.org	Fax:

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

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Office of the Attorney General, to participate in the State's Safe and Secure Communities Program at an estimated total project cost of \$ 290,957.97.

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

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.

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 Applicant's legal counsel as considered appropriate or necessary, and shall be responsible for undertaking the programs and activities described in the application.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall use these grant funds to carry out the project and activities specifically described in the application.

As the duly authorized representative of the Applicant, I am responsible for authorizing expenditures and disbursements of grant funds.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.

All grant funds shall be used exclusively for the purposes specified in the grant award.

The Applicant shall not reduce its baseline regular complement of police officers and other law enforcement personnel during the grant period.

The Applicant shall pay all fringe benefit expenses and all costs in excess of the grant award.

The Applicant shall 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.

As of the date of this document, the Applicant 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:

94 **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 Form
4. Subaward Contract
5. Governing Body Resolution and Certifications
6. General and Special Conditions

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
Applicant Municipality

Grant # 20- 1327

Mayor John Pallone
Printed Name
(Mayor, Chief Executive or Village President)

John Pallone
Signature
(Mayor, Chief Executive or Village President)

8/11/2020
Date

Chief Jason Roebuck
Printed Name of Project Director

[Signature]
Signature of Project Director

8/11/2020
Date

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

SUBRECIPIENT: City of Long Branch

GRANT NUMBER: 20- 1327

PROJECT DURATION: June 3, 2020 to June 2, 2021

Total Number of Sworn Law Enforcement Officers: 94

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:

N/A

Applicant: City of Long BranchGrant # 20- 1327**Budget Detail Form**

COST ELEMENT	State Share	Local Match	Project Total
A. Salaries and Wages			
List the names, ranks, and salaries of all personnel assigned to the grant.			
<u>Kim Leavy</u>	\$30,000.00	\$91,232.49	\$121,232.49
<u>Julio DeLaCruz</u>	\$30,000.00	\$91,232.49	\$121,232.49
<u></u>			
<u></u>			
<u></u>			
A-1. Fringe Benefits			
Include your agency's fringe benefit rate.			
<u>Fringe Rate is 40% of Salary</u>		\$182,464.98	\$242,464.98
<u></u>			
<u></u>		\$48,492.99	\$48,492.99
<u></u>			
<u></u>			
<u></u>		\$230,957.97	\$290,957.97
<u></u>			



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**


PROJECT TITLE 2020 Safe and Secure Communities Grant Program	SUBAWARD AMOUNT State \$ 60,000 Match <u>\$ Fringe Benefits</u> Total \$ 60,000
IMPLEMENTING AGENCY Long Branch Police Department	DATE OF AWARD March 17, 2020
SUBRECIPIENT City of Long Branch	STATE ACCOUNT NO. 20-100-066-1020-232

In accordance with the provisions of the Safe and Secure Communities Act of 1993, P.L. 1993, c. 220 (N.J.S.A. 52:17B-159, et seq.) and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal, State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:



Signature of Authorizing Official
Mayor John Pallone

Typed Name of Authorizing Official and Title
08/11/2020

Date

Subaward Number: 20-1327
Subaward Period: 6/3/20 to 6/2/21
Subrecipient Fiscal Year Start Date: January

**FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:**

Attorney General or Designee

Date

Contact:

William H. Cranford, Acting Administrator
Office of the Attorney General
Department of Law and Public Safety
609-376-2445
grants@njoag.gov

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**

GENERAL CONDITIONS

1. **Legal Authority for the Application:** 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. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars 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.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** 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.
5. **Anti-Discrimination/Affirmative Action:** 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.

6. **Debarments and Suspensions:** 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. **Minimum Wage/Maximum Hours:** 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.
8. **Financial Management System:** 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.
9. **Accounting Records:** 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 OAG may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.

11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on

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

13. Budget Revisions/Grant Extensions: The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:

- a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG 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 OAG 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 OAG via a OAG Grant Adjustment Request Form.

14. Program Income: 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. The use of program income must be shown on the detailed cost statements.

State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

15. Licensing and Publishing: The Grantee agrees that L&PS and OAG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to

publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

16. **Records Retention:** Unless otherwise directed by OAG, 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.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG 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.
18. **Grant Fund Availability:** 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.
19. **Subcontracts and Assignments:** 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 OAG 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.
20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
22. **Grant Termination:** 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.
23. **L&PS Termination of the Grant:** 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.
24. **Mutual Termination of the Grant:** 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.
25. **Grant Termination for Convenience:** 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.

26. **Grant Termination - Notification and Due Process:** If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee: Has a history of unsatisfactory performance.
 - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - ii. Is not financially stable.
 - iii. 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.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. 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.

27. **Corruption of Public Resources Act:** 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.
28. **Prohibition Against State Employee Status:** 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.
29. **Indemnification by non-State Agencies:** The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, 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 Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient'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 Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient'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.
30. **Release by State Agencies:** The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

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 Office of the Attorney General (OAG), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
4. **Baseline Regular Complement:** The Grantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Grantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.
6. **Match Requirement:** The Grantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers' compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Grantee will also agree to satisfy any State requirement on matching and cost sharing.

7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 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 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 # 20-1327

Mayor John Pallone

Printed Name

(Mayor, Chief Executive or Village President)


Signature

(Mayor, Chief Executive or Village President)

08/11/2020

Date



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 DeLaCruz'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 Leavy, in addition to her 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 Leavy 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 DeLaCruz and Leavy 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 DeLaCruz 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 DeLaCruz 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 Leavy is currently assigned to the patrol division, Urban Enterprise Zone and has served with distinction. Corporal Leavy continues to be one of the most active officers in creating and maintaining community partnerships. She 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.

**CITY OF LONG BRANCH
RESOLUTION R-102-21**

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE LIFEGUARD
SERVICES FOR THE 2021 SEASON**

WHEREAS, the City of Long Branch provides equipment and personnel to supervise some of the private beach and pools owned by various facilities within the City; and

WHEREAS, the administration through Stan Dziuba and George Jackson have recommended that the City of Long Branch enter into such agreements with these facilities as same would be mutually beneficial to both the City and the facilities; and

WHEREAS, the City of Long Branch's proposals are set forth in the agreements as annexed hereto as Exhibit A to cover the purchase of equipment and providing personnel for certain hours of operation; and

WHEREAS, the agreements provide that the facilities shall pay the City of Long Branch for lifeguard services for the 2021 season as set forth as follows: Harbour Mansion \$22,000.00; Imperial House \$64,700.00; Ocean Cove \$40,000.00; Ocean Place Hotel \$70,800.00; Renaissance \$50,000.00; The Villas \$22,000.00; Wave Resort \$23,500.00; and

WHEREAS, the City of Long Branch will supply equipment listed in the Agreements per the USLA guidelines; and

WHEREAS, all lifeguard training and certification will be conducted by the Long Branch Ocean Rescue; and

WHEREAS, all facilities agree to follow City Ordinance (CH 116-4) regarding beach operations;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch and the Mayor of the City of Long Branch being the same is hereby authorized to execute the lifeguard services agreements in substantially the forms annexed hereto as Exhibit A between the City of Long Branch and each individual facility for Lifeguard Services both as to equipment and personnel to maintain proper surveillance of pools and beaches during the 2021 season as limited by this resolution and the agreements.

MOVED:

SECONDED:

AYES:

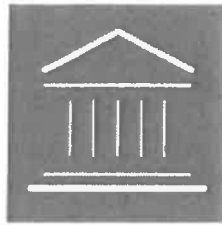
NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Charles R.G. Simmons*
Anne E. Rowan
Matthew R. Tavares*
* Also admitted in New York

Frank Guagliardi
Andy G. Mercado
Christopher D. Zingaro
Judith M. O'Malley
Vaughn Parchment
Thomas Schoendorf

Writer's Direct:
CBerlen@NJRCMLaw.com

May 6, 2021

Via Regular Mail
The Villas at Harbor Island
c/o UBE Inc.
1 Willow Pond Drive
Howell, NJ 07721
Attn: Dorothy Mandell

**RE: Ocean Cove – City of Long Branch
2021 Lifeguard Services Agreement**

Dear Ms. Mandell:

Please find enclosed an original +1 Lifeguard Services Agreement for the 2021 season. Kindly execute both copies and return them to the attention of the City Clerk for execution by the City. Your seasonal payment is due in full no later than **May 21, 2021**.

Very truly yours

RAINONE COUGHLIN MINCHELLO, LLC

By: 
Carol A. Berlen, Esq.

CAB/arg
Enclosure

cc: George Jackson, City of Long Branch Business Administrator (w/o enc.)
Heather Capone, City of Long Branch Clerk
Stan Dziuba, Beach Manager
Chris Keiper, Assistant Beach Manager

169291v1

LIFEGUARD SERVICES AGREEMENT

(The Villas)

This Agreement is entered into on this ____ day of _____ 2021 between the **City of Long Branch**, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, NJ 07750 (hereinafter the “City”) and **The Villas at Harbor Island**, whose address is 701 Ocean Ave, Long Branch, New Jersey 07740 (hereinafter the “Owner” or the “Villas”), collectively referred to as the “Parties”.

WHEREAS, the City of Long Branch has asked The Villas for a lifeguard proposal for the 2021 Summer Season covering the surveillance of The Villas beach and;

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, the Owner would like the City to provide Lifeguard services at their facility; and

WHEREAS, the City is willing and capable of provide the services to the Owner; and

WHEREAS, the Parties wish to memorialize the terms of their Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

- A. FINANCIAL TERMS**, the Parties agree for the 2021 Beach season as defined herein, the Villas shall pay to the City of Long Branch the sum of \$22,000.00 from Owner, upon execution of this agreement. The Villas payment in full for the 2021 season shall be received by the City no later than Friday, May 21, 2021.
- B. SCOPE OF SERVICE AND EQUIPMENT**. Per USLA guidelines, the below listed equipment will need to be purchased in order to meet the minimum standards of operation. In consideration for receipt of \$22,000.00 from Owner, the City of Long Branch shall provide, pursuant to USLA guidelines, the following equipment:

Kayak	Rescue Torps	Rescue Board
Kayak Paddle	Umbrella	Two-way Kenwood Radio
NJ State Approved First Aid Kit	Line Bucket	Backboard
Warning Flags	Lifeguard Stand	

The City of Long Branch shall provide beach guards to maintain proper surveillance of The Villas beach in the following manner:

- 1) All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue.
 - 2) Beach operations are agreed to follow City Ordinance (Chapter 116-4), on-duty hours starting at 10:00 AM and closing at 5:00 PM.
 - 3) The Villas/Harbor Mansion Lifeguard stand will be guarded weekends only, May 29th to June 13th 2021 and every day from June 14th to September 6th, 2021.
 - 4) **Days Closed Due to COVID-19 Pandemic.** During the 2021 beach season, any pool or beach day that must remain closed due to the State of Emergency, as declared by the Governor of New Jersey and as recommended by State Department of Health Guidelines, shall receive a credit for that day. The facility shall receive a pro-rata daily credit which shall be calculated by the Business Administrator or his designee. Such credit amount(s) shall be carried over and applied to the 2022 beach season. An audit of any days credited will be prepared for the Facility's review and approval after September 15, 2021.
 - 5) **NOTE: The City shall only be responsible for the training and scheduling of the lifeguards. All other obligations, including but not limited to pool testing and maintenance, security, placement of security and COVID protocol enforcement at the facility shall be the sole responsibility of the Owner.**
- C. INDEMNIFICATION.** To the extent permitted by law, the Owner agrees to protect, indemnify and hold harmless the City of Long Branch, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, "The Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include but not be limited to, matters arising from, based upon, or relating to Bodily Injury, Personal Injury including death to, or damage to or loss of property of, loss of use of property, to any person(s) caused in whole or in part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or by which this agreement applies.

This indemnification agreement will in no way limit the Owner's liability arising out of their operations and ownership of the property to the insurance requirements set forth in this agreement.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provision thereof. If any portion of this

indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

D. INSURANCE REQUIREMENTS FOR BEACH/POOL OWNER. The Owner shall provide to the City proof of the following insurance coverage:

- a. Comprehensive General Liability Coverage

Bodily Injury and Property Damage Liability:	\$2,000,000 general annual aggregate
Personal Injury Liability:	\$1,000,000 each occurrence
Products Completed Operations:	\$1,000,000 each occurrence
Personal Injury Liability:	\$1,000,000 each occurrence
Medical Payments:	\$25,000 each occurrence

 Coverage to include Assault and Battery
 Limits Per location
 Cross Liability Exclusion removed
 Host Liquor Liability
 Including Waiver of Subrogation
- b. Commercial Automobile Liability Coverage:

Bodily Injury and Property Damage Liability:	\$1,000,000 each occurrence
Non-Owned and Hired Car Coverage:	\$1,000,000 each occurrence

 Including Waiver of Subrogation
- c. Workers Compensation Coverage:

Coverage A: NJ Statutory Benefits
Coverage B: \$1,000,000 each claim/\$1,000,000 policy limit disease/\$1,000,000 each claim disease
- d. Pollution Liability Coverage (only in agreements wherein chemicals are used)

\$1,000,000 per pollution condition
\$2,000,000 annual aggregate

 Including non-owned disposal sites
- e. Sexual Abuse and Molestation (can be part of the General Liability)

\$1,000,000 each claim
\$2,000,000 annual aggregate
- f. Third Party Employment Practices Liability Coverage:

\$1,000,000 each claim
\$2,000,000 annual aggregate
- g. Liquor Law Liability Coverage: (if applicable)

\$1,000,000 each claim
\$1,000,000 annual aggregate
- h. Commercial Umbrella Policy: Follow Form

\$5,000,000 each occurrence
\$5,000,000 annual aggregate

The City of Long Branch shall be named as an additional insured on a primary and non-contributory basis to the general liability, automobile liability, sexual abuse and molestation, liquor law liability and commercial umbrella policy. Coverage shall be primary regardless of whether insured, excess or self-insured.

E. **NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CITY OF LONG BRANCH:

City of Long Branch
344 Broadway
Long Branch, New Jersey 07750
Attention: Stan Dziuba and City Business Administrator

THE VILLAS:

The Villas at Harbor Island
c/o UBE Inc.
1 Willow Pond Drive
Howell, New Jersey 07721
Attention: Dorothy Mandell

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amendment to this agreement shall take place without the same being in writing.

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

CITY OF LONG BRANCH

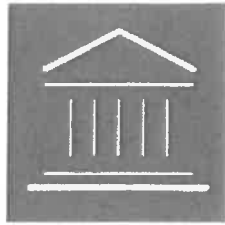
, City Clerk

John Pallone, Mayor

ATTEST:

THE VILLAS AT HARBOR ISLAND

Neal Cohen, President



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Charles R.G. Simmons*
Anne E. Rowan
Matthew R. Tavares*

* Also admitted in New York

Frank Guagliardi
Andy G. Mercado
Christopher D. Zingaro
Judith M. O'Malley
Vaughn Parchment
Thomas Schoendorf

Writer's Direct:
CBerlen@NJRCMLaw.com

May 6, 2021

Via Regular Mail

Ocean Cove
717 Ocean Avenue
Long Branch, NJ 07740
Attn: Tracey M. Allen, Business Manager

**RE: Ocean Cove – City of Long Branch
2021 Lifeguard Services Agreement**

Dear Ms. Allen:

Please find enclosed an original +1 Lifeguard Services Agreement for the 2021 season. Kindly execute both copies and return them to the attention of the City Clerk for execution by the City. Your seasonal payment is due in full no later than **May 21, 2021**.

Very truly yours

RAINONE COUGHLIN MINCHELLO, LLC

By: 
Carol A. Berlen, Esq.

CAB/arg
Enclosure

cc: George Jackson, City of Long Branch Business Administrator (w/o enc.)
Heather Capone, City of Long Branch Clerk
Stan Dziuba, Beach Manager
Chris Keiper, Assistant Beach Manager

169289v1

LIFEGUARD SERVICES AGREEMENT

(Ocean Cove)

This Agreement made by and between the **City of Long Branch**, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, NJ 07750 (hereinafter referred to as "City") and **Ocean Cove, C.A.**, whose address is 717 Ocean Ave., Long Branch, New Jersey 07740 (hereinafter referred to as "Ocean Cove").

WHEREAS, the City of Long Branch has asked Ocean Cove for a lifeguard proposal for the 2021 Summer Season covering the surveillance of Ocean Cove beach and;

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guideline, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2021 Beach season as defined herein, Ocean Cove shall pay to the City of Long Branch the sum of \$40,000.00 upon execution of this agreement; and

WHEREAS, payment in full for the 2021 season shall be received no later than Friday, May 21, 2021; and

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

A. FINANCIAL TERMS, the Parties agree for the 2021 Beach season as defined herein, Ocean Cove shall pay to the City of Long Branch the sum of \$40,000.00 from Owner, upon execution of this agreement. The Ocean Cove payment in full for the 2021 season shall be received by the City no later than Friday, May 21, 2021.

B. SCOPE OF SERVICE AND EQUIPMENT. Per USLA guideline, the below listed equipment will need to be purchased in order to meet the minimum standards of operation. In consideration for receipt of \$40,000.00 from Owner, the City of Long Branch shall provide, pursuant to USLA guidelines, the following equipment:

Rescue Torps

Rescue Board

Kayak Paddle

Umbrella

NJ State Approved First Aid Kit	Line Bucket
Warning Flags	Lifeguard Stand
Two-way Kenwood Radio	Backboard
Uniforms	Personnel

The City of Long Branch shall provide beach guards to maintain proper surveillance of Ocean Cove beach in the following manner:

- 1) All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue.
- 2) Beach operations are agreed to follow City Ordinance (Chapter 116-4), on-duty hours starting at 9:00 AM and closing at 6:00 PM. Ocean Cove beach lifeguard stands will be guarded weekends only May 22nd – June 13th, 2021 and every day from June 14th- September 6th, 2021 and the weekends of September 11th, 12th, 18th and 19th.
- 3) **Days Closed Due to COVID-19 Pandemic.** During the 2021 beach season, any pool or beach day that must remain closed due to the State of Emergency, as declared by the Governor of New Jersey and as recommended by State Department of Health Guidelines, shall receive a credit for that day. The facility shall receive a pro-rata daily credit which shall be calculated by the Business Administrator or his designee. Such credit amount(s) shall be carried over and applied to the 2022 beach season. An audit of any days credited will be prepared for the Facility's review and approval after September 15, 2021.
- 4) **NOTE: The City shall only be responsible for the training and scheduling of the lifeguards. All other obligations, including but not limited to pool testing and maintenance, security, placement of security and COVID protocol enforcement at the facility shall be the sole responsibility of the Owner.**

C. INDEMNIFICATION. To the extent permitted by law, the Owner agrees to protect, indemnify and hold harmless the City of Long Branch, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, "The Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorneys fees), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include but not be limited to, matters arising from, based upon, or relating to Bodily Injury, Personal Injury including death to, or damage to or loss of property of, loss of use of property, to any person(s) caused in whole or in part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or by which this agreement applies.

This indemnification agreement will in no way limit the Owner's liability arising out of their operations and ownership of the property to the insurance requirements set forth in this agreement.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provision thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

D. INSURANCE REQUIREMENTS FOR BEACH/POOL OWNER. The Owner shall provide to the City proof of the following insurance coverage:

- a. Comprehensive General Liability Coverage

Bodily Injury and Property Damage Liability:	\$2,000,000 general annual aggregate
Personal Injury Liability:	\$1,000,000 each occurrence
Products Completed Operations:	\$1,000,000 each occurrence
Personal Injury Liability:	\$1,000,000 each occurrence
Medical Payments:	\$25,000 each occurrence
Coverage to include Assault and Battery	
Limits Per location	
Cross Liability Exclusion removed	
Host Liquor Liability	
Including Waiver of Subrogation	
- b. Commercial Automobile Liability Coverage:

Bodily Injury and Property Damage Liability:	\$1,000,000 each occurrence
Non-Owned and Hired Car Coverage:	\$1,000,000 each occurrence
Including Waiver of Subrogation	
- c. Workers Compensation Coverage:

Coverage A: NJ Statutory Benefits
Coverage B: \$1,000,000 each claim/\$1,000,000 policy limit disease/\$1,000,000 each claim disease
- d. Pollution Liability Coverage (only in agreements wherein chemicals are used)

\$1,000,000 per pollution condition
\$2,000,000 annual aggregate
Including non-owned disposal sites
- e. Sexual Abuse and Molestation (can be part of the General Liability)

\$1,000,000 each claim
\$2,000,000 annual aggregate
- f. Third Party Employment Practices Liability Coverage:

\$1,000,000 each claim
\$2,000,000 annual aggregate
- g. Liquor Law Liability Coverage: (if applicable)

\$1,000,000 each claim

- h. \$1,000,000 annual aggregate
Commercial Umbrella Policy: Follow Form
\$5,000,000 each occurrence
\$5,000,000 annual aggregate

The City of Long Branch shall be named as an additional insured on a primary and non-contributory basis to the general liability, automobile liability, sexual abuse and molestation, liquor law liability and commercial umbrella policy. Coverage shall be primary regardless of whether insured, excess or self-insured.

E. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CITY OF LONG BRANCH:

City of Long Branch
344 Broadway
Long Branch, New Jersey 07750
Attention: Stan Dziuba and City Business Administrator

OCEAN COVE:

Ocean Cove
717 Ocean Avenue
Long Branch, New Jersey 07740
Attention: Tracey M. Allen, Business Manager

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the part.
No amendment to this agreement shall take place without the same being in writing.

[Balance of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

CITY OF LONG BRANCH

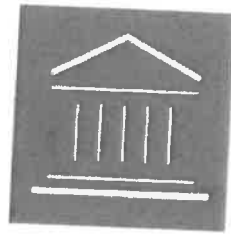
, City Clerk

John Pallone, Mayor

ATTEST:

OCEAN COVE

Tracey M. Allen, Business Manager



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
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Claudia Marchese
Charles R.G. Simmons*
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* Also admitted in New York

Frank Guagliardi
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Christopher D. Zingaro
Judith M. O'Malley
Vaughn Parchment
Thomas Schoendorf

Writer's Direct:
CBerlen@NJRCMLaw.com

May 6, 2021

Via Regular Mail

Renaissance on the Ocean
26 Riviera Drive
Long Branch, NJ 07740
Attn: Sal Pirrera

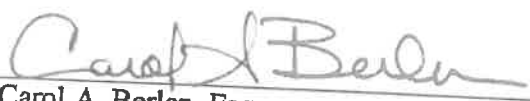
**RE: Renaissance on the Ocean – City of Long Branch
2021 Lifeguard Services Agreement**

Dear Mr. Pirrera:

Please find enclosed an original +1 Lifeguard Services Agreement for the 2021 season. Kindly execute both copies and return them to the attention of the City Clerk for execution by the City. Your seasonal payment is due in full no later than **May 21, 2021**.

Very truly yours

RAINONE COUGHLIN MINCHELLO, LLC

By: 
Carol A. Berlen, Esq.

CAB/arg
Enclosure

cc: George Jackson, City of Long Branch Business Administrator (w/o enc.)
Heather Capone, City of Long Branch Clerk
Stan Dziuba, Beach Manager
Chris Keiper, Assistant Beach Manager

LIFEGUARD SERVICES AGREEMENT

(Renaissance on the Ocean)

This Agreement made by and between the **City of Long Branch**, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, NJ 07750 (hereinafter referred to as "City") and **Renaissance (On the Ocean) Condominium Association Inc.**, whose address is 26 Riviera Drive, Long Branch, New Jersey 07740 (hereinafter referred to as the "Renaissance" or "Owner"), collectively referred to as the "Parties".

WHEREAS, the City of Long Branch has asked Renaissance for a lifeguard proposal for the 2021 Summer Season covering the surveillance of Renaissance beach and pool and;

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS the Owner would like the City to provide Lifeguard services at their facility; and

WHEREAS, the City is willing and capable of providing the services to the Owner; and

WHEREAS, the Parties wish to memorialize the terms of their Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

- A. FINANCIAL TERMS.** The parties agree for the 2021 Summer season as defined herein, Renaissance shall pay to the City of Long Branch the sum of \$50,000.00 upon execution of this agreement. The payment in full for the 2021 season shall be received no later than Friday, May 21, 2021.
- B. SCOPE OF SERVICES AND EQUIPMENT.** Per USLA guidelines, the below listed equipment will need to be purchased in order to meet the minimum standards of operation. In consideration for receipt of \$50,000.00 from Owner, the City of Long Branch shall provide, pursuant to USLA guidelines, the following equipment:

Kayak	Rescue Torps	
Rescue Board	Umbrella	
NJ State Approved First Aid Kit	Line Bucket	
Warning Flags	Lifeguard Stand	
Two-way Kenwood Radio	Backboard	Uniforms

The City of Long Branch shall provide beach guards to maintain proper surveillance of Renaissance beach in the following manner:

- 1) All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue.
- 2) Beach operations are agreed to follow City Ordinance (Chapter 116-4), on-duty hours starting at 10:00 AM and closing at 5:00 PM. Three (3) beach lifeguards will be needed to maintain proper surveillance of Renaissance beach. Renaissance beach lifeguard stands will be guarded weekends only May 29th – June 13th, 2021 and every day from June 13th- September 6th, 2021
- 3) The Pool Lifeguard Stand will be guarded 10:00 AM to 6:00 PM. One (1) lifeguard will be needed to maintain proper surveillance of the Renaissance pool to meet State of New Jersey Bathing Code minimum standards. The Pool will be guarded weekends only, May 29th – September 26th (Friday, Saturday and Sundays)
- 4) **Days Closed Due to COVID-19 Pandemic.** During the 2021 beach season, any pool or beach day that must remain closed due to the State of Emergency, as declared by the Governor of New Jersey and as recommended by State Department of Health Guidelines, shall receive a credit for that day. The facility shall receive a pro-rata daily credit which shall be calculated by the Business Administrator or his designee. Such credit amount(s) shall be carried over and applied to the 2022 beach season. An audit of any days credited will be prepared for the Facility's review and approval after September 15, 2021.
- 5) **NOTE: The City shall only be responsible for the training and scheduling of the lifeguards. All other obligations, including but not limited to pool testing and maintenance, security, placement of security and COVID protocol enforcement at the facility shall be the sole responsibility of the Owner.**

C. **INDEMNIFICATION.** To the extent permitted by law, the Owner agrees to protect, indemnify and hold harmless the City of Long Branch, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, "The Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include but not be limited to, matters arising from, based upon, or relating to Bodily Injury, Personal Injury including death to, or damage to or loss of property of, loss of use of property, to any person(s) caused in whole or in part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or by which this agreement applies.

This indemnification agreement will in no way limit the Owner's liability arising out of their operations and ownership of the property to the insurance requirements set forth in this agreement.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provision thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

D. INSURANCE REQUIREMENTS FOR BEACH/POOL OWNER. The Owner shall provide to the City proof of the following insurance coverage:

- a. Comprehensive General Liability Coverage
 - Bodily Injury and Property Damage Liability: \$2,000,000 general annual aggregate
 - Personal Injury Liability: \$1,000,000 each occurrence
 - Products Completed Operations: \$1,000,000 each occurrence
 - Personal Injury Liability: \$1,000,000 each occurrence
 - Medical Payments: \$25,000 each occurrence
 - Coverage to include Assault and Battery
 - Limits Per location
 - Cross Liability Exclusion removed
 - Host Liquor Liability
 - Including Waiver of Subrogation
- b. Commercial Automobile Liability Coverage:
 - Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
 - Non-Owned and Hired Car Coverage: \$1,000,000 each occurrence
 - Including Waiver of Subrogation
- c. Workers Compensation Coverage:
 - Coverage A: NJ Statutory Benefits
 - Coverage B: \$1,000,000 each claim/\$1,000,000 policy limit disease/\$1,000,000 each claim disease
- d. Pollution Liability Coverage (only in agreements wherein chemicals are used)
 - \$1,000,000 per pollution condition
 - \$2,000,000 annual aggregate
 - Including non-owned disposal sites
- e. Sexual Abuse and Molestation (can be part of the General Liability)
 - \$1,000,000 each claim
 - \$2,000,000 annual aggregate
- f. Third Party Employment Practices Liability Coverage:
 - \$1,000,000 each claim
 - \$2,000,000 annual aggregate
- g. Liquor Law Liability Coverage: (if applicable)
 - \$1,000,000 each claim

- h. \$1,000,000 annual aggregate
Commercial Umbrella Policy: Follow Form
\$5,000,000 each occurrence
\$5,000,000 annual aggregate

The City of Long Branch shall be named as an additional insured on a primary and non-contributory basis to the general liability, automobile liability, sexual abuse and molestation, liquor law liability and commercial umbrella policy. Coverage shall be primary regardless of whether insured, excess or self-insured.

E. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CITY OF LONG BRANCH:

City of Long Branch
344 Broadway
Long Branch, New Jersey 07750
Attention: Stan Dziuba and City Business Administrator

RENAISSANCE ON THE OCEAN :

Renaissance Condominium Association
26 Riviera Drive
Long Branch, New Jersey 07740
Attention: Sal Pirrera, Manager

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the part.
No amendment to this agreement shall take place without the same being in writing.

[Balance of page intentionally left blank,signature page follows]

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

CITY OF LONG BRANCH

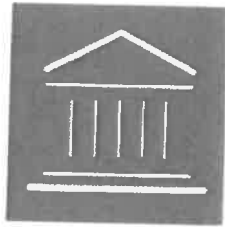
, City Clerk

John Pallone, Mayor

ATTEST:

RENAISSANCE ON THE OCEAN

Hymie Azar, Board President



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Charles R.G. Simmons*
Anne E. Rowan
Matthew R. Tavares*

* Also admitted in New York

Frank Guagliardi
Andy G. Mercado
Christopher D. Zingaro
Judith M. O'Malley
Vaughn Parchment
Thomas Schoendorf

Writer's Direct:
CBerlen@NJRCMLaw.com

May 6, 2021

Via Regular Mail

Wave Resort
110 Ocean Avenue
Long Branch, NJ 07740
Attn: Rosaly Borrero, Jr., Chief Engineer

**RE: Wave Resort – City of Long Branch
2021 Lifeguard Services Agreement**

Dear Mr. Borrero:

Please find enclosed an original +1 Lifeguard Services Agreement for the 2021 season. Kindly execute both copies and return them to the attention of the City Clerk for execution by the City. Your seasonal payment is due in full no later than **May 21, 2021**.

Very truly yours

RAINONE COUGHLIN MINCHELLO, LLC

By: 
Carol A. Berlen, Esq.

CAB/arg
Enclosure

cc: George Jackson, City of Long Branch Business Administrator (w/o enc.)
Heather Capone, City of Long Branch Clerk
Stan Dziuba, Beach Manager
Chris Keiper, Assistant Beach Manager

LIFEGUARD SERVICES AGREEMENT

(Wave Resort)

This Agreement made by and between the **City of Long Branch**, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, NJ 07750 (hereinafter referred to as "City") and **Wave Resort**, whose address is 110 Ocean Ave. Long Branch, New Jersey 07740 (hereinafter referred to as "Wave Resort" or "Owner"), collectively referred to as the "Parties".

WHEREAS, the City of Long Branch has asked Wave Resort for a lifeguard proposal for the 2021 summer season covering the surveillance of Wave Resort pool and;

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, the Owner would like the City to provide Lifeguard services at their facility; and

WHEREAS, the City is willing and capable of providing the services to the Owner; and

WHEREAS, the Parties wish to memorialize the terms of their Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

- A. FINANCIAL TERMS.** the Parties agree for the 2021 Beach season as defined herein, Wave Resort shall pay to the City of Long Branch the sum of \$23,500.00 from Owner, upon execution of this agreement. The Wave Resort payment in full for the 2021 season shall be received by the City no later than Friday, May 21, 2021.
- B. SCOPE OF SERVICE AND EQUIPMENT.** Per USLA guideline, the below listed equipment will need to be purchased in order to meet the minimum standards of operation. In consideration for receipt of \$23,500.00 from Owner, the City of Long Branch shall provide, pursuant to USLA guidelines, the following equipment:

Rescue ring buoy	Rescue Board
Kayak Paddle	Shepard's hook
NJ State Approved First Aid Kit	Rescue Line
Pool rescue tube	Uniforms
Two-way Kenwood Radio	Backboard

The City of Long Branch shall provide pool guards to maintain proper surveillance of Wave Resort pool in the following manner:

- 1) All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue.
- 2) The Pool lifeguard stand will be guarded 10:00 AM to 6:00 PM. Pool operations are agreed to follow New Jersey Bathing Code. One (1) lifeguard will be needed to maintain proper surveillance of the Wave Resort pool to meet State of New Jersey Bathing Code minimum standards. The pool will be staffed with one lifeguard May 22nd to September 6th, 2021 every day and weekends from September 11th to September 26th. If Wave Resort requests additional lifeguard services outside of the dates and hours above, the hourly rate shall be \$25/hour.
- 3) **Days Closed Due to COVID-19 Pandemic.** During the 2021 beach season, any pool or beach day that must remain closed due to the State of Emergency, as declared by the Governor of New Jersey and as recommended by State Department of Health Guidelines, shall receive a credit for that day. The facility shall receive a pro-rata daily credit which shall be calculated by the Business Administrator or his designee. Such credit amount(s) shall be carried over and applied to the 2022 beach season. An audit of any days credited will be prepared for the Facility's review and approval after September 15, 2021.
- 4) **NOTE: The City shall only be responsible for the training and scheduling of the lifeguards. All other obligations, including but not limited to pool testing and maintenance, security, placement of security and COVID protocol enforcement at the facility shall be the sole responsibility of the Owner.**
- C. **INDEMNIFICATION.** To the extent permitted by law, the Owner agrees to protect, indemnify and hold harmless the City of Long Branch, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, "The Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include but not be limited to, matters arising from, based upon, or relating to Bodily Injury, Personal Injury including death to, or damage to or loss of property of, loss of use of property, to any person(s) caused in whole or in part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or by which this agreement applies.

This indemnification agreement will in no way limit the Owner's liability arising out of their operations and ownership of the property to the insurance requirements set forth in this agreement.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provision thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

D. INSURANCE REQUIREMENTS FOR BEACH/POOL OWNER. The Owner shall provide to the City proof of the following insurance coverage:

- a. Comprehensive General Liability Coverage

Bodily Injury and Property Damage Liability:	\$2,000,000 general annual aggregate
Personal Injury Liability:	\$1,000,000 each occurrence
Products Completed Operations:	\$1,000,000 each occurrence
Personal Injury Liability:	\$1,000,000 each occurrence
Medical Payments:	\$25,000 each occurrence

 Coverage to include Assault and Battery
 Limits Per location
 Cross Liability Exclusion removed
 Host Liquor Liability
 Including Waiver of Subrogation
- b. Commercial Automobile Liability Coverage:

Bodily Injury and Property Damage Liability:	\$1,000,000 each occurrence
Non-Owned and Hired Car Coverage:	\$1,000,000 each occurrence

 Including Waiver of Subrogation
- c. Workers Compensation Coverage:

Coverage A: NJ Statutory Benefits
Coverage B: \$1,000,000 each claim/\$1,000,000 policy limit disease/\$1,000,000 each claim disease
- d. Pollution Liability Coverage (only in agreements wherein chemicals are used)

\$1,000,000 per pollution condition
\$2,000,000 annual aggregate

 Including non-owned disposal sites
- e. Sexual Abuse and Molestation (can be part of the General Liability)

\$1,000,000 each claim
\$2,000,000 annual aggregate
- f. Third Party Employment Practices Liability Coverage:

\$1,000,000 each claim
\$2,000,000 annual aggregate
- g. Liquor Law Liability Coverage: (if applicable)

\$1,000,000 each claim
\$1,000,000 annual aggregate
- h. Commercial Umbrella Policy: Follow Form

\$5,000,000 each occurrence

\$5,000,000 annual aggregate

The City of Long Branch shall be named as an additional insured on a primary and non-contributory basis to the general liability, automobile liability, sexual abuse and molestation, liquor law liability and commercial umbrella policy. Coverage shall be primary regardless of whether insured, excess or self-insured.

E. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CITY OF LONG BRANCH:

City of Long Branch
344 Broadway
Long Branch, New Jersey 07750
Attention: Stan Dziuba and City Business Administrator

WAVE RESORT ON THE OCEAN:

Wave Resort
110 Ocean Ave
Long Branch, New Jersey 07740
Attention: Rosaly Borrero, Jr., Chief Engineer

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the part. No amendment to this agreement shall take place without the same being in writing.

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

CITY OF LONG BRANCH

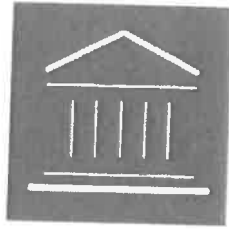
, City Clerk

John Pallone, Mayor

ATTEST:

WAVE RESORT

Rosaly Borrero, Jr., Chief Engineer



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Charles R.G. Simmons*
Anne E. Rowan
Matthew R. Tavares*
* Also admitted in New York

Frank Guagliardi
Andy G. Mercado
Christopher D. Zingaro
Judith M. O'Malley
Vaughn Parchment
Thomas Schoendorf

Writer's Direct:
CBerlen@NJRCMLaw.com

May 6, 2021

Via Regular Mail

Ocean Place Resort and Spa
One Ocean Blvd.
Long Branch, NJ 07740
Attn: Carol Rossman

**RE: Ocean Place Resort and Spa – City of Long Branch
2021 Lifeguard Services Agreement**

Dear Ms. Rossman:

Please find enclosed an original +1 Lifeguard Services Agreement for the 2021 season. Kindly execute both copies and return them to the attention of the City Clerk for execution by the City. Your seasonal payment is due in full no later than **May 21, 2021**.

Very truly yours

RAINONE COUGHLIN MINCHELLO, LLC

By: 
Carol A. Berlen, Esq.

CAB/arg
Enclosure

cc: George Jackson, City of Long Branch Business Administrator (w/o enc.)
Heather Capone, City of Long Branch Clerk
Stan Dziuba, Beach Manager
Chris Keiper, Assistant Beach Manager

LIFEGUARD SERVICES AGREEMENT

(Ocean Place Hotel)

This Agreement made by and between the **City of Long Branch**, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, NJ 07750 (hereinafter referred to as "City") and **Ocean Place Resort and Spa**, whose address is One Ocean Blvd., Long Branch, New Jersey 07740 (hereinafter referred to as "Ocean Place" or "Owner") and collectively as the "Parties".

WHEREAS, the City of Long Branch has asked Ocean Place Resort and Spa for a lifeguard proposal for the 2021 Summer Season covering the surveillance of Ocean Place beach and;

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, the Owner would like the City to provide Lifeguard services at their facility; and

WHEREAS, the City is willing and capable of provide the services to the Owner; and

WHEREAS, the Parties wish to memorialize the terms of their Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

- A. FINANCIAL TERMS**, the Parties agree for the 2021 Beach season as defined herein, Ocean Place Resort shall pay to the City of Long Branch the sum of \$70,800.00 from Owner, upon execution of this agreement. Ocean Place payment in full for the 2021 season shall be received by the City no later than Friday, May 21, 2021.
- B. SCOPE OF SERVICE AND EQUIPMENT**, Per USLA guidelines, the below listed equipment will need to be purchased in order to meet the minimum standards of operation. In consideration for receipt of \$70,800.00 from Owner, the City of Long Branch shall provide, pursuant to USLA guidelines, the following equipment:

Kayak	Rescue Torps	Rescue Board
Kayak Paddle	Umbrella	Two-way Kenwood Radio
NJ State Approved First Aid Kit	Line Bucket	Backboard
Warning Flags	Lifeguard Stand	Uniforms

The City of Long Branch shall provide beach guards to maintain proper surveillance of Ocean Place beach and pool in the following manner:

- 1) All lifeguard training and certifications will be conducted and maintained by Long Branch Ocean Rescue.
- 2) Beach operations are agreed to follow City Ordinance (Chapter 116-4), on-duty hours starting at 9:00 AM and closing at 7:00 PM. A minimum of two (2) lifeguards will be on stand at all times during hours of operation. The Ocean Place Lifeguard stand will be guarded weekends only, May 29th to June 13th 2021 and every day from June 14th to September 6th, 2021 and the weekend of September 11th and 12th.
- 3) Pool staffing will meet minimum State of New Jersey Bathing Code Standards. The pool will be open and staffed 9:00 AM to 7:00 PM with two (2) lifeguards working overlapping 8-hour shifts. The pool will be guarded weekends only, May 29th to June 13th 2021 and every day from June 14th to September 6th, 2021 and for two weekends after Labor Day, (September 11th, 12th, 18th and 19th).
- 4) **Days Closed Due to COVID-19 Pandemic.** During the 2021 beach season, any pool or beach day that must remain closed due to the State of Emergency, as declared by the Governor of New Jersey and as recommended by State Department of Health Guidelines, shall receive a credit for that day. The facility shall receive a pro-rata daily credit which shall be calculated by the Business Administrator or his designee. Such credit amount(s) shall be carried over and applied to the 2022 beach season. An audit of any days credited will be prepared for the Facility's review and approval after September 15, 2021.
- 5) **NOTE: The City shall only be responsible for the training and scheduling of the lifeguards. All other obligations, including but not limited to pool testing and maintenance, security, placement of security and COVID protocol enforcement at the facility shall be the sole responsibility of the Owner.**
- C. **INDEMNIFICATION.** To the extent permitted by law, the Owner agrees to protect, indemnify and hold harmless the City of Long Branch, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, "The Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include but not be limited to, matters arising from, based upon, or relating to Bodily Injury, Personal Injury including death to, or damage to or loss of property of, loss of use of property, to any person(s) caused in whole or in part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or by which this agreement applies.

This indemnification agreement will in no way limit the Owner's liability arising out of their operations and ownership of the property to the insurance requirements set forth in this agreement.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provision thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

D. INSURANCE REQUIREMENTS FOR BEACH/POOL OWNER. The Owner shall provide to the City proof of the following insurance coverage:

- a. Comprehensive General Liability Coverage

Bodily Injury and Property Damage Liability:	\$2,000,000 general annual aggregate
Personal Injury Liability:	\$1,000,000 each occurrence
Products Completed Operations:	\$1,000,000 each occurrence
Personal Injury Liability:	\$1,000,000 each occurrence
Medical Payments:	\$25,000 each occurrence

 Coverage to include Assault and Battery
 Limits Per location
 Cross Liability Exclusion removed
 Host Liquor Liability
 Including Waiver of Subrogation
- b. Commercial Automobile Liability Coverage:

Bodily Injury and Property Damage Liability:	\$1,000,000 each occurrence
Non-Owned and Hired Car Coverage:	\$1,000,000 each occurrence

 Including Waiver of Subrogation
- c. Workers Compensation Coverage:

Coverage A: NJ Statutory Benefits
Coverage B: \$1,000,000 each claim/\$1,000,000 policy limit disease/\$1,000,000 each claim disease
- d. Pollution Liability Coverage (only in agreements wherein chemicals are used)

\$1,000,000 per pollution condition
\$2,000,000 annual aggregate

 Including non-owned disposal sites
- e. Sexual Abuse and Molestation (can be part of the General Liability)

\$1,000,000 each claim
\$2,000,000 annual aggregate
- f. Third Party Employment Practices Liability Coverage:

\$1,000,000 each claim
\$2,000,000 annual aggregate
- g. Liquor Law Liability Coverage: (if applicable)

\$1,000,000 each claim

- h. \$1,000,000 annual aggregate
Commercial Umbrella Policy: Follow Form
\$5,000,000 each occurrence
\$5,000,000 annual aggregate

The City of Long Branch shall be named as an additional insured on a primary and non-contributory basis to the general liability, automobile liability, sexual abuse and molestation, liquor law liability and commercial umbrella policy. Coverage shall be primary regardless of whether insured, excess or self-insured.

- E. **NOTICES**. All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CITY OF LONG BRANCH:

City of Long Branch
344 Broadway
Long Branch, New Jersey 07750
Attention: Stan Dziuba and City Business Administrator

OCEAN PLACE RESORT AND SPA:

Ocean Place Resort and Spa
One Ocean Blvd.
Long Branch, New Jersey 07750
Attention: Carol Rossman

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amendment to this agreement shall take place without the same being in writing.

[Balance of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

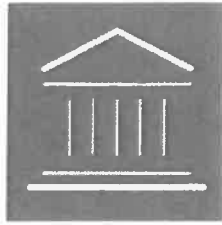
CITY OF LONG BRANCH

, City Clerk

John Pallone, Mayor

ATTEST:

OCEAN PLACE RESORT AND SPA



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Charles R.G. Simmons*
Anne E. Rowan
Matthew R. Tavares*
* Also admitted in New York

Frank Guagliardi
Andy G. Mercado
Christopher D. Zingaro
Judith M. O'Malley
Vaughn Parchment
Thomas Schoendorf

Writer's Direct:
CBerlen@NJRCMLaw.com

May 6, 2021

Via Regular Mail

Harbour Mansion
675 Ocean Avenue
Long Branch, NJ 07740
Attn: Raymond Ambrosino, Board President

**RE: Harbour Mansion – City of Long Branch
2021 Lifeguard Services Agreement**

Dear Mr. Ambrosino:

Please find enclosed an original +1 Lifeguard Services Agreement for the 2021 season. Kindly execute both copies and return them to the attention of the City Clerk for execution by the City. Your seasonal payment is due in full no later than **May 21, 2021**.

Very truly yours

RAINONE COUGHLIN MINCHELLO, LLC

By: 
Carol A. Berlen, Esq.

CAB/arg
Enclosure

cc: George Jackson, City of Long Branch Business Administrator (w/o enc.)
Heather Capone, City of Long Branch Clerk
Stan Dziuba, Beach Manager
Chris Keiper, Assistant Beach Manager
Cheril Rogers, MidAtlantic Property Management

LIFEGUARD SERVICES AGREEMENT

(Harbour Mansion)

This Agreement made by and between the **City of Long Branch**, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, NJ 07750 (hereinafter referred to as "City") and **Harbour Mansion Condominium Association Inc** ,whose address is 675 Ocean Ave, Long Branch, New Jersey 07740 (hereinafter referred to as "Harbour Mansion").

WHEREAS, the City of Long Branch has asked Harbour Mansion for a lifeguard proposal for the 2021 Summer Season covering the surveillance of the Harbour Mansion beach and;

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, the Owner would like the City to provide Lifeguard services at their facility; and

WHEREAS, the City is willing and capable of providing the services to the Owner; and

WHEREAS, the Parties wish to memorialize the terms of their Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

A. FINANCIAL TERMS. the Parties agree for the 2021 Beach season as defined herein, Harbour Mansion shall pay to the City of Long Branch the sum of \$22,000.00 from Owner, upon execution of this agreement. The Harbour Mansion payment in full for the 2021 season shall be received by the City no later than Friday, May 21, 2021.

B. SCOPE OF SERVICE AND EQUIPMENT. Per USLA guideline, the below listed equipment will need to be purchased in order to meet the minimum standards of operation. In consideration for receipt of \$22,000.00 from Owner, the City of Long Branch shall provide, pursuant to USLA guidelines, the following equipment:

Kayak	Rescue Torps	Rescue Board
Kayak Paddle	Umbrella	
NJ State Approved First Aid Kit	Line Bucket	
Warning Flags	Lifeguard Stand	
Two-way Kenwood Radio	Backboard	

The City of Long Branch shall provide beach guards to maintain proper surveillance of Harbour Mansion beach in the following manner:

- 1) All lifeguard training and certifications will be conducted by Long Branch Ocean Rescue.
- 2) Beach operations are agreed to follow City Ordinance (Chapter 116-4), on-duty hours starting at 10:00 AM and closing at 5:00 PM.
- 3) The Harbour Mansion Lifeguard stand will be guarded weekends only, May 29th to June 13th, 2021 and every day from June 14th to September 6th, 2021.
- 4) **Days Closed Due to COVID-19 Pandemic.** During the 2021 beach season, any pool or beach day that must remain closed due to the State of Emergency, as declared by the Governor of New Jersey and as recommended by State Department of Health Guidelines, shall receive a credit for that day. The facility shall receive a pro-rata daily credit which shall be calculated by the Business Administrator or his designee. Such credit amount(s) shall be carried over and applied to the 2022 beach season. An audit of any days credited will be prepared for the Facility's review and approval after September 15, 2021.
- 5) **NOTE: The City shall only be responsible for the training and scheduling of the lifeguards. All other obligations, including but not limited to pool testing and maintenance, security, placement of security and COVID protocol enforcement at the facility shall be the sole responsibility of the Owner.**

C. INDEMNIFICATION. To the extent permitted by law, the Owner agrees to protect, indemnify and hold harmless the City of Long Branch, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, "The Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include but not be limited to, matters arising from, based upon, or relating to Bodily Injury, Personal Injury including death to, or damage to or loss of property of, loss of use of property, to any person(s) caused in whole or in part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or by which this agreement applies.

This indemnification agreement will in no way limit the Owner's liability arising out of their operations and ownership of the property to the insurance requirements set forth in this agreement.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provision thereof. If any portion of this

indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

D. INSURANCE REQUIREMENTS FOR BEACH/POOL OWNER. The Owner shall provide to the City proof of the following insurance coverage:

- a. Comprehensive General Liability Coverage

Bodily Injury and Property Damage Liability:	\$2,000,000 general annual aggregate
Personal Injury Liability:	\$1,000,000 each occurrence
Products Completed Operations:	\$1,000,000 each occurrence
Personal Injury Liability:	\$1,000,000 each occurrence
Medical Payments:	\$25,000 each occurrence

 Coverage to include Assault and Battery
 Limits Per location
 Cross Liability Exclusion removed
 Host Liquor Liability
 Including Waiver of Subrogation
- b. Commercial Automobile Liability Coverage:

Bodily Injury and Property Damage Liability:	\$1,000,000 each occurrence
Non-Owned and Hired Car Coverage:	\$1,000,000 each occurrence

 Including Waiver of Subrogation
- c. Workers Compensation Coverage:

Coverage A: NJ Statutory Benefits
Coverage B: \$1,000,000 each claim/\$1,000,000 policy limit disease/\$1,000,000 each claim disease
- d. Pollution Liability Coverage (only in agreements wherein chemicals are used)

\$1,000,000 per pollution condition
\$2,000,000 annual aggregate

 Including non-owned disposal sites
- e. Sexual Abuse and Molestation (can be part of the General Liability)

\$1,000,000 each claim
\$2,000,000 annual aggregate
- f. Third Party Employment Practices Liability Coverage:

\$1,000,000 each claim
\$2,000,000 annual aggregate
- g. Liquor Law Liability Coverage: (if applicable)

\$1,000,000 each claim
\$1,000,000 annual aggregate
- h. Commercial Umbrella Policy: Follow Form

\$5,000,000 each occurrence
\$5,000,000 annual aggregate

The City of Long Branch shall be named as an additional insured on a primary and non-contributory basis to the general liability, automobile liability, sexual abuse and molestation, liquor law liability and commercial umbrella policy. Coverage shall be primary regardless of whether insured, excess, or self-insured.

E. **NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CITY OF LONG BRANCH:

City of Long Branch
344 Broadway
Long Branch, New Jersey 07750
Attention: Stan Dziuba and City Business Administrator

HARBOUR MANSION:

Harbour Mansion
675 Ocean Ave
Long Branch, New Jersey 07740
Attention: Raymond Ambrosino Board President

With Copy to: MidAtlantic Property Management
315 Raritan Ave.
Highland Park, New Jersey 08904
Attn: Cheril Rogers

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amendment to this agreement shall take place without the same being in writing.

[Balance of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

CITY OF LONG BRANCH

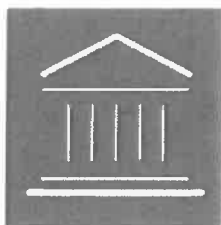
, City Clerk

John Pallone, Mayor

ATTEST:

HARBOUR MANSION

Raymond Ambrosino, Board President



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Charles R.G. Simmons*
Anne E. Rowan
Matthew R. Tavares*
* Also admitted in New York

Frank Guagliardi
Andy G. Mercado
Christopher D. Zingaro
Judith M. O'Malley
Vaughn Parchment
Thomas Schoendorf

Writer's Direct:
CBerlen@NJRCMLaw.com

May 6, 2021

Via Regular Mail

Imperial House
787 Ocean Avenue
Long Branch, NJ 07740
Attn: Sandy Orozco, Property Manager

**RE: Imperial House – City of Long Branch
2021 Lifeguard Services Agreement**

Dear Ms. Orozco:

Please find enclosed an original +1 Lifeguard Services Agreement for the 2021 season. Kindly execute both copies and return them to the attention of the City Clerk for execution by the City. Your seasonal payment is due in full no later than **May 21, 2021**.

Very truly yours

RAINONE COUGHLIN MINCHELLO, LLC

By: 
Carol A. Berlen, Esq.

CAB/arg
Enclosure

cc: George Jackson, City of Long Branch Business Administrator (w/o enc.)
Heather Capone, City of Long Branch Clerk
Stan Dziuba, Beach Manager
Chris Keiper, Assistant Beach Manager

LIFEGUARD SERVICES AGREEMENT

(Imperial House)

This Agreement made by and between the **City of Long Branch**, a Municipal Corporation of the State of New Jersey whose address is 344 Broadway, Long Branch, NJ 07750 (hereinafter referred to as "City") and **Imperial House Condominium Association.**, whose address is 787 Ocean Ave., Long Branch, New Jersey 07740 (hereinafter referred to as "Imperial Houses").

WHEREAS, the City of Long Branch has asked Imperial House for a lifeguard proposal for the 2021 Summer Season covering the surveillance of Imperial House beach and pool operation and;

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guideline, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2021 Beach season as defined herein, Imperial House shall pay to the City of Long Branch the sum of \$64,700.00 upon execution of this agreement; and

WHEREAS, payment in full for the 2020 season shall be received no later than Friday, May 21, 2021; and

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

A. FINANCIAL TERMS. the Parties agree for the 2021 Beach season as defined herein, Imperial House shall pay to the City of Long Branch the sum of \$64,700.00 from Owner, upon execution of this agreement. The Imperial House payment in full for the 2021 season shall be received by the City no later than Friday, May 21, 2021.

B. SCOPE OF SERVICE AND EQUIPMENT. Per USLA guideline, the below listed equipment will need to be purchased in order to meet the minimum standards of operation. In consideration for receipt of \$64,700.00 from Owner, the City of Long Branch shall provide, pursuant to USLA guidelines, the following equipment:

Kayak	Rescue Torps	Rescue Board
Kayak Paddle	Umbrella	

NJ State Approved First Aid Kit	Line Bucket
Warning Flags	Lifeguard Stand
Two-way Kenwood Radio	Backboard Uniform

The City of Long Branch shall provide beach guards to maintain proper surveillance of Imperial House beach in the following manner:

- 1) All lifeguard training and certifications will be conducted and maintained by Long Branch Ocean Rescue.
- 2) Beach operations are agreed to follow City Ordinance (Chapter 116-4), on-duty hours Monday through Thursday starting at 9:15 AM and closing at 5:00 PM. Friday through Sunday starting at 9:15 AM and closing 7:00 PM. A minimum of two lifeguards will be on-duty during the hours of operation.
- 3) The Imperial House Lifeguard stand will be guarded weekends only, May 29th to June 20th 2021 and every day from June 21st to September 6th, 2021 and the weekends of September 11th, 12th, 18th and 19th, 2021.
- 4) The following staffing will be needed to meet State of New Jersey Bathing Code minimum standards. The pool will be open and guarded with two lifeguards with overlapping schedules 9:15 AM to 5:00 PM, Monday through Thursday and 9:15 AM through 7:00 PM Friday through Sunday, weather permitting. The pool will be guarded weekends only, May 29th to June 20th, 2021 and every day from June 21st to September 6th, 2021. The pool will also be open one weekend after Labor Day (September 11th and 12th).
- 5) **Days Closed Due to COVID-19 Pandemic.** During the 2021 beach season, any pool or beach day that must remain closed due to the State of Emergency, as declared by the Governor of New Jersey and as recommended by State Department of Health Guidelines, shall receive a credit for that day. The facility shall receive a pro-rata daily credit which shall be calculated by the Business Administrator or his designee. Such credit amount(s) shall be carried over and applied to the 2022 beach season. An audit of any days credited will be prepared for the Facility's review and approval after September 15, 2021.
- 6) **NOTE: The City shall only be responsible for the training and scheduling of the lifeguards. All other obligations, including but not limited to pool testing and maintenance, security, placement of security and COVID protocol enforcement at the facility shall be the sole responsibility of the Owner.**

C. INDEMNIFICATION. To the extent permitted by law, the Owner agrees to protect, indemnify and hold harmless the City of Long Branch, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, "The Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include but not be limited to, matters arising from, based upon, or relating to Bodily Injury, Personal Injury including death to, or damage to or loss of property of, loss of use of property, to any person(s) caused in whole or in part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or by which this agreement applies.

This indemnification agreement will in no way limit the Owner's liability arising out of their operations and ownership of the property to the insurance requirements set forth in this agreement.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provision thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

D. INSURANCE REQUIREMENTS FOR BEACH/POOL OWNER. The Owner shall provide to the City proof of the following insurance coverage:

- a. Comprehensive General Liability Coverage

Bodily Injury and Property Damage Liability:	\$2,000,000 general annual aggregate
Personal Injury Liability:	\$1,000,000 each occurrence
Products Completed Operations:	\$1,000,000 each occurrence
Personal Injury Liability:	\$1,000,000 each occurrence
Medical Payments:	\$25,000 each occurrence

 Coverage to include Assault and Battery
 Limits Per location
 Cross Liability Exclusion removed
 Host Liquor Liability
 Including Waiver of Subrogation
- b. Commercial Automobile Liability Coverage:

Bodily Injury and Property Damage Liability:	\$1,000,000 each occurrence
Non-Owned and Hired Car Coverage:	\$1,000,000 each occurrence

 Including Waiver of Subrogation
- c. Workers Compensation Coverage:

Coverage A: NJ Statutory Benefits
Coverage B: \$1,000,000 each claim/\$1,000,000 policy limit disease/\$1,000,000 each claim disease

- d. Pollution Liability Coverage (only in agreements wherein chemicals are used)
\$1,000,000 per pollution condition
\$2,000,000 annual aggregate
Including non-owned disposal sites
- e. Sexual Abuse and Molestation (can be part of the General Liability)
\$1,000,000 each claim
\$2,000,000 annual aggregate
- f. Third Party Employment Practices Liability Coverage:
\$1,000,000 each claim
\$2,000,000 annual aggregate
- g. Liquor Law Liability Coverage: (if applicable)
\$1,000,000 each claim
\$1,000,000 annual aggregate
- h. Commercial Umbrella Policy: Follow Form
\$5,000,000 each occurrence
\$5,000,000 annual aggregate

The City of Long Branch shall be named as an additional insured on a primary and non-contributory basis to the general liability, automobile liability, sexual abuse and molestation, liquor law liability and commercial umbrella policy. Coverage shall be primary regardless of whether insured, excess or self-insured.

E. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CITY OF LONG BRANCH:

City of Long Branch
344 Broadway
Long Branch, New Jersey 07750
Attention: Stan Dziuba and City Business Administrator

IMPERIAL HOUSE:

Imperial House
787 Ocean Ave
Long Branch, New Jersey 07740
Attention: Sandy Orozco, Property Manager

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amendment to this agreement shall take place without the same being in writing.

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

CITY OF LONG BRANCH

_____, City Clerk

John Pallone, Mayor

ATTEST:

IMPERIAL HOUSE

David Felder, Board Member President

**CITY OF LONG BRANCH
RESOLUTION R-103-21**

**RESOLUTION AUTHORIZING CONTRACTS FOR THE 2021 SUMMER CONCERT
MUSICAL PERFORMANCES**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the 2021 Summer Musical Performances; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Programs and Events staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Appropriation #1 -01-012-801, in the amount of \$11,400.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes contracts as follows:

The VooDudes not to exceed \$1,000.

Robert Lanza not to exceed \$1,000.

XOL AZUL Band not to exceed \$1,000.

Charles Lambert not to exceed \$1,000

Authority Entertainment not to exceed \$1,400.

Jeff Bavaro not to exceed \$1,000.

Deseree Spinks not to exceed \$1,500.

Eddie Testa not to exceed \$1,000.

Dragon King Entertainment not to exceed \$1,000.

Anthony Krizan not to exceed \$1,500.

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-104-21**

**RESOLUTION AUTHORIZING CONTRACTS FOR SUMMER MUSICAL
PERFORMANCES WITH LEGACY LIGHTING LLC**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the 2021 Summer Musical Performances; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(1)(a)(i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Director of Building and Development, and the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Appropriation #1 -01-012-801, in the amount of \$5,600.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes contracts as follows:

Bands by the Beach (Sound) June 6, 13, 27, 2021 not to exceed \$1,500.

Bands by the Beach (Sound) July 11, 18, 25, 2021 not to exceed \$1,500.

Bands by the Beach (Sound) August 1, 8, 15, 29, 2021 not to exceed \$2,000.

Tito Puentes Band (Sound) June 20, 2021 not to exceed \$600.

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL
PERFORMANCES SOUND LIGHTING LEGACY 2021**

Said contract being made as follows:

**SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS
FOR EVENTS THAT TOTAL \$5,600.00**

Said funds being available in the form of:

APPRO #1-01-012-801 \$5,600.00



Michael Martin, Chief Financial Officer

5/12/21

Date



Legacy Lighting LLC
2400 Belmar Blvd.
Wall, NJ 07719
732-998-6664
legacylightingllc@gmail.com

ADDRESS

City of Long Branch
Danna Kawut

Quote 9982

DATE 04/12/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/06/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Chuck Lambert	1	500.00	500.00
06/13/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Xol Azul	1	500.00	500.00
06/27/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Philadelphia Funk Authority	1	500.00	500.00

Bands By The Beach June 2021 - Please note performances
moved to the beach will be subject to additional charges

TOTAL

\$1,500.00

Accepted By

Accepted Date



Legacy Lighting LLC
2400 Belmar Blvd.
Wall, NJ 07719
732-998-6664
legacylightingllc@gmail.com

ADDRESS

City of Long Branch
Danna Kawut

Quote 9983

DATE 04/12/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/11/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Fish Eyed Blues	1	500.00	500.00
07/18/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Bob Lanza Band	1	500.00	500.00
07/25/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Eddie Testa Band	1	500.00	500.00

Bands By The Beach July 2021 - Please note for any
performances moved to the beach will be subject to additional
charges

TOTAL

\$1,500.00

Accepted By

Accepted Date



Legacy Lighting LLC
2400 Belmar Blvd.
Wall, NJ 07719
732-998-6664
legacylightingllc@gmail.com

ADDRESS

City of Long Branch
Danna Kawut

Quote 9984

DATE 04/12/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/01/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Des & The Swagmatics	1	500.00	500.00
08/08/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Tom Craig Band	1	500.00	500.00
08/15/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - Anthony Krizan Band	1	500.00	500.00
08/29/2021	Audio Package	Audio Package - Daily Rate 4 Monitors, 1 Midas Digital Audio Console, stands, mics and cables needed, audio engineer and assistant with discount for multiple events and returning client discount - The VooDudes	1	500.00	500.00

Bands By The Beach August 2021 - Please note for any
performances moved to the beach will be subject to additional
charges

TOTAL

\$2,000.00

Accepted By

Accepted Date



Legacy Lighting LLC
2400 Belmar Blvd.
Wall, NJ 07719
732-998-6664
legacylightingllc@gmail.com

ADDRESS

Danna Kawut
City of Long Branch

Quote 9985

DATE 04/12/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/20/2021	HP Monitor	High Power Monitor (including Amp & wires)	4	50.00	200.00
07/20/2021	Midas 32	Midas 32 Digital Audio Console	1	300.00	300.00
07/20/2021	Audio Package B	Audio Package	1	125.00	125.00
07/20/2021	Audio Engineer	Audio Engineer	6	40.00	240.00
07/20/2021	Stage Hands	Stage Hand	6	30.00	180.00
07/20/2021	discount	Customer Appreciation Discount	1	-445.00	-445.00

Tito Puentes Jr. Broadway Band Shell 7/20/2021

TOTAL

\$600.00

Accepted By

Accepted Date

**CITY OF LONG BRANCH
RESOLUTION R-105-21**

**RESOLUTION AUTHORIZING CONTRACTS FOR SUMMER CONCERT MUSICAL
PERFORMANCES BROADWAY BAND SHELL**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the 2021 Summer Musical Performances Band Shell; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Programs and Events staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Appropriation #1 -01-012-801, in the amount of \$11,700.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes contracts as follows:

A.C.T. not to exceed \$1,500.

Jesus Rios not to exceed \$1,300.

Eric Cabanilla not to exceed \$1,400.

Jack Lowery not to exceed \$450

David Ceden to exceed \$1,700.

Tito Puente Jr Entertainment not to exceed \$2,000.

Juan Fan Productions not to exceed \$1,750.

Edwin Muniz not to exceed \$1,600.

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-106-21**

**A RESOLUTION AWARDING A CONTRACT TO MOTOROLA SOLUTIONS INC.
FOR THE PURCHASE OF RADIO COMMUNICATIONS EQUIPMENT AND
ACCESSORIES FOR THE POLICE DEPARTMENT**

WHEREAS, the City has the need to upgrade the communications system utilized by the Department of Police and Office of Emergency Management (OEM). The purchase of portable radios and remote receiver equipment, and replacement of radio controller equipment, console equipment and support workstations for the Police Specials on the Beachfront; and

WHEREAS, in accordance with NJSA 40A:11-12, the City may award a contract without publicly advertising for bids when purchasing under any contract entered into on behalf of the State of New Jersey, Department of Treasury, Division of Purchase and Property; and

WHEREAS, there exist New Jersey State Contracts for said equipment from Motorola Solutions Inc. Contract #83909 and, based on extensive research by Police Department personnel, and input from, OEM personnel, it is the recommendation of the Public Safety Director that the brands /models equipment offered by Motorola Solutions Inc. will best meet the needs of this Department; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this purchase from, **Appropriation Line Item # 1-01-450-716, in the amount of \$111,054.80.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that contracts be awarded to **Motorola Solutions Inc.** for Motorola radio equipment and accessories, in accordance with NJ State Contract #83909 terms and conditions, and as detailed in Attachment A annexed hereto, **for a sum not to exceed \$111,054.80.**

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

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

**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:

RADIO COMUNICATIONS EQUIPMENT BEACHFRONT SPECIALS

Said contract being made as follows:

MOTOROLA SOLUTIONS INC. \$111,054.80

Said funds being available in the form of:

#1-01-450-716, \$111,054.80



Michael Martin, Chief Financial Officer

5/11/21
Date



QUTOE DATE: March 23, 2021

Quote #: Q51721-MR-0323-101

ITEM: APX6000 Portables

**PLEASE MAKE PURCHASE ORDER OUT TO:
NEW JERSEY COTRACT #83909**

VENDOR:

MOTOROLA SOLUTIONS, INC.

C/O WIRELESS C&E

153 Cooper Rd.

West Berlin, NJ 08091

Attn: Bob Resetar

E-MAIL: bresetar@wirelessce.com

Tel# 609-203-1053

State of New Jersey Contract
RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

Motorola Proposal- State of New Jersey Contract #83909

Bill To

Name: City of Long Branch

Address: 344 Broadway

Long Branch, NJ 07740

SHIP To

Name: City of Long Branch

Address: 344 Broadway

Long Branch, NJ 07740

Ultimate Destination

Name: City of Long Branch

Address: 344 Broadway

Long Branch, NJ 07740

Quote Provided To

Name: City of Long Branch

Address: 344 Broadway

Long Branch, NJ 07740

Contact: C. Shirley

Tele: 732-222-1000 Ext: 5462

Contact: C. Shirley

Tele: 732-222-1000 Ext: 5462

Contact: C. Shirley

Tele: 732-222-1000 Ext: 5462

Contact: C. Shirley

Tele: 732-222-1000 Ext: 5462

24 Quantity

Line Number	Commodity Code	Model Number	Description	Qty	List Unit Price	List Extended Price	T-0109 Disc. %	T-0109 Discount Unit Price	T-0109 Extended Total
			APX6000 700/800 MODEL 1.5 PORTABLE						
00002	726-88-085633	H98UCD9PW5 N	APX6000 700/800 MODEL 1.5 PORTABLE	24	\$ 1,900.00	\$ 45,600.00	25%	\$1,425.00	\$ 34,200.00
00002	726-88-085633	H38BT	ADD:SMARTZONE OPERATION	24	\$ 1,200.00	\$ 28,800.00	25%	\$900.00	\$ 21,600.00
00002	726-88-085633	Q806	ADD:ASTRO DIGITAL	24	\$ 515.00	\$ 12,360.00		\$386.25	\$ 9,270.00
00002	726-88-085633	QA02756	ADD: P25 9600 BAUD TRUNKING	24	\$ 300.00	\$ 7,200.00	25%	\$225.00	\$ 5,400.00
00002	726-88-085633	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	24	\$ 5.00	\$ 120.00	25%	\$3.75	\$ 90.00
00002	726-88-085633	G996	ADD: PROGRAMMING OVER P25 (OTAP)	24	\$ 100.00	\$ 2,400.00	25%	\$75.00	\$ 1,800.00
00002	726-88-085633	QA00580	ADD: TDMA OPERATION	24	\$ 400.00	\$ 9,600.00	25%	\$300.00	\$ 7,200.00
00002	726-88-085633	QA03399	ADD: ENHANCED DATA	24	\$ 150.00	\$ 3,600.00	25%	\$112.50	\$ 2,700.00
00002	726-88-085633	QA05570	ALT: LI-ION IMPRES IP67 3400 MAH (PMNN4486)	24	\$ 100.00	\$ 2,400.00		\$75.00	\$ 1,800.00
00002	726-88-085633	H869	ENH: MULTIKEY	24	\$ 330.00	\$ 7,920.00	25%	\$247.50	\$ 5,940.00
00002	726-88-085633	Q629	ENH: AES ENCRYPTION	24	\$ 475.00	\$ 11,400.00	25%	\$356.25	\$ 8,550.00
00028	920-46-085647	HA00022AB	ENH: SFS COMPREHENSIVE	24	\$ 360.00	\$ 8,640.00	0%	\$360.00	\$ 8,640.00
			PORTABLE ACCESSORIES for APX6000/8000 Radios						
00013	726-90-085643	HMN4104B	IMPRES RSM DSPLY W JACK, W CHNL	24	\$ 375.00	\$ 9,000.00	20%	\$273.75	\$ 6,570.00
00013	726-90-085643	PMNN4486	BATT IMPRES 2 LIION R IP68 3400T (Spare)	24	\$ 142.00	\$ 3,408.00	40%	\$85.20	\$ 2,044.80
00013	726-90-085643	NNTN8844	MULTI UNIT CHARGER	4	\$ 1,500.00	\$ 6,000.00	20%	\$912.50	\$ 3,650.00
00013	726-90-085643	RLN6424	RX ONLY EARPIECE W/TRANSLUCENT TUBE	0	\$ 80.00	\$ -	20%	\$64.00	\$ -
00032	961-53-085650	SVC01SVC2007C	Quantity Discount Monmouth County System	24	\$ (350.00)	\$ (8,400.00)	0%	-\$350.00	\$ (8,400.00)
						Sub Total Per Unit Cost			\$ 111,054.80
			VENDOR:						
			MOTOROLA SOLUTIONS, INC.						
CONTRACT		LINE ITEM	C/O WIRELESS C&E						
LINE No.	COMM CODE	PRICE SUMMARY	153 Cooper Rd.						
00001	725-78-081934		West Berlin, NJ 08091 Show Contract #83909 on PO						
00002	726-88-085633	\$98,550.00							
00003	726-88-085633								
00008	726-16-085634								
00013	726-90-085643	\$12,264.80							
00025	920-37-085644		Signature Must be on Purchase Order						
00027	925-36-085646	\$ -							
00028	920-46-085647	\$ 8,640.00	1.Terms are Net 30 Days as shipped						
00032	961-53-085650	\$ (8,400.00)	2.Terms and Prices are quoted from the Motorola NJ State Contract #83909						
	Grand Total	\$111,054.80					Order Grand Total		\$111,054.80

**CITY OF LONG BRANCH
RESOLUTION R-107-21**

2021 EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for most city departments due to extension of budget introduction and hearing schedules.

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2021 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total \$30,692,718.00 in addition to the original temporary budget adopted January 13, 2021 in the amount of **\$16,828,563.00** for a total Year to Date temporary budget of **\$ 47,521,281.00**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2021, and that in accordance with the Statute such item of appropriation will be included in the 2021 budget as finally adopted.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

Budget Appropriations

5/26/2021

a) Operations - within "CAPS"

General Administration

Office of the Chief Executive - Mayor

Salaries and Wages

Other Expenses

70,000.00

18,375.00

9,700.00

2,547.00

Office of the Chief Administrator

Salaries and Wages

Other Expenses

Miscellaneous Other Expenses (Vet. Service Officer)

Miscellaneous Other Expense (Green City)

Miscellaneous Other Expense (IT Services)

Miscellaneous Other Expenses (Special Events)

438,000.00

114,975.00

34,400.00

9,030.00

8,860.00

2,326.00

3,500.00

919.00

191,226.00

50,197.00

145,000.00

38,063.00

Division of Personnel

Salaries and Wages

Other Expenses

136,000.00

35,700.00

2,100.00

552.00

Central Switchboard

Salaries and Wages

55,000.00

14,438.00

Office of Emergency Management

Salaries and Wages

Other Expenses

7,500.00

1,969.00

46,664.00

100,000.00

Office of the City Council

Salaries and Wages

Other Expenses

17,500.00

4,594.00

1,850.00

486.00

Office of the City Attorney

Salaries and Wages (Prosecutor / Ass't City Attorney)

Other Expenses

Misc. -Other Expenses (Labor Counsel)

Misc. -Other Expenses (Planning Board Attorney)

Misc. -Other Expenses (Zoning Board Attorney)

Misc. -Other Expenses (Prosecutor / Ass't City Attorney)

Misc. - Other Expenses (Retainer City Attorney)

30,000.00

7,875.00

455,000.00

119,438.00

125,000.00

32,813.00

6,000.00

1,575.00

10,000.00

2,625.00

1,000.00

263.00

-

Office of the City Clerk

Salaries and Wages

Other Expenses

Misc- Other Expenses

246,000.00

64,575.00

29,151.52

7,653.00

51,680.00

13,566.00

Department of Finance

Office of the Director		
Salaries and Wages	174,000.00	45,675.00
Other Expenses	25,000.00	6,563.00
Division of Accounts and Control		
Salaries and Wages	435,000.00	114,188.00
Other Expenses	45,175.00	11,859.00
Misc. Other Expenses (Audit Services)	74,500.00	19,557.00
Office of the Tax Collector		
Salaries and Wages	228,000.00	59,850.00
Other Expenses	24,000.00	6,300.00
Divison of Purchasing		
Salaries and Wages	219,000.00	57,488.00
Other Expenses	11,480.00	3,014.00
Central Reproduction		
Other Expenses	6,600.00	1,733.00
Central Postage		
Other Expenses	72,500.00	19,032.00
Insurance		
Employee Group Health	4,604,041.00	1,208,561.00
Health Benefit Waiver	115,000.00	-
General Liability	837,458.00	219,833.00
Workers Compensation	1,066,520.00	279,962.00
Department of Public Works		
Office of the Director		
Salaries and Wages	456,500.00	119,832.00
Other Expenses	30,000.00	7,875.00
Division of Street Construction & Maintenance		
Salaries and Wages	1,140,000.00	299,250.00
Other Expenses	330,750.00	86,822.00
Office of the City Engineer		
Other Expenses	210,000.00	50,000.00
Municipal Garage		
Salaries and Wages	482,000.00	126,525.00
Other Expenses	481,550.00	126,407.00
Division of Parks		
Salaries and Wages	342,000.00	89,775.00
Other Expenses	60,500.00	15,882.00
Miscellaneous Other Expense		
Division of Public Facilities		
Salaries and Wages	1,051,000.00	275,888.00
Other Expenses	208,850.00	54,824.00
Misc. Other Expenses		

Division of Solid Waste / Recycling		
Salaries and Wages	1,566,000.00	411,075.00
Other Expenses	31,250.00	8,204.00
Disposal Costs (Sanitation and Recycling)		
Other Expenses	1,696,700.00	445,384.00
Department of Public Safety		
Office of the Director		
Salaries and Wages	239,000.00	30,000.00
Other Expenses	9,450.00	2,481.00
Division of Police		
Salaries and Wages	11,200,000.00	2,940,000.00
Other Expenses	765,543.53	200,956.00
Police Dispatch		
Salaries and Wages	450,000.00	118,125.00
School Traffic Guards		
Salaries and Wages	190,000.00	49,875.00
Other Expenses	1,310.00	344.00
Traffic Control		
Salaries and Wages	280,000.00	73,500.00
Other Expenses	32,416.00	8,510.00
Miscellaneous Other Expense (Parking Meters)	195,000.00	51,188.00
Division of Fire		
Salaries and Wages	2,790,000.00	732,375.00
Other Expenses	208,955.42	54,851.00
Miscellaneous Other Expense (Chiefs Honorariums)	4,500.00	1,182.00
Miscellaneous Other Expense (Appraisals)	15,000.00	3,938.00
Fire House Rental	32,100.00	8,427.00
Miscellaneous Other Expenses	24,000.00	6,300.00
Contribution to Volunteer First Aid Squads		
Other Expenses	80,000.00	44,000.00
Division of Fire		
Uniform Fire Safety		
(Chapter 383, P.L. 1983)		
Salaries and Wages	598,000.00	156,975.00
Other Expenses	29,267.00	7,683.00
Miscellaneous Other Expense	133,150.00	34,952.00
Department of Health		
Office of the Director		
Salaries and Wages	473,000.00	124,163.00
Other Expenses	76,852.00	20,174.00
Miscellaneous Other Expenses		
Bloodborne Pathogen Immunization	1,200.00	315.00
Animal Control Subsidy (to Trust)	260,000.00	68,250.00

Public Health Consortium	11,960.00	3,140.00
Bureau of Welfare		
Miscellaneous Other Expenses (Reloc)	9,000.00	2,363.00
Department of Recreation		
Office of the Director		
Salaries and Wages	312,000.00	81,900.00
Other Expenses	23,800.00	6,248.00
Miscellaneous Other Expense	16,150.00	4,240.00
Bureau of Recreation		
Salaries and Wages	79,000.00	20,738.00
Other Expenses	47,200.00	12,390.00
Miscellaneous-Other Expenses (celebrations)	47,500.00	12,469.00
Bureau of Conservation (Beaches)		
Salaries and Wages	893,000.00	234,413.00
Other Expenses	110,550.00	52,510.00
Misc. Other Expenses		
Office of Senior Citizen Activities		
Salaries and Wages	77,000.00	20,213.00
Other Expenses	36,700.00	9,634.00
Environmental Commission		
Other Expenses	6,000.00	1,575.00
Miscellaneous Other Expense (Grant Match)	4,000.00	1,050.00
Office of Cable Television Commission		
Other Expenses	23,600.00	6,195.00
Long Branch Arts Council		
Other Expenses	21,000.00	5,513.00
Urban Enterprize Zone		
Salaries and Wages	60,000.00	15,750.00
Other Expenses	3,980.00	1,045.00
Long Branch Parking Authority		
Other Expenses	2,500.00	657.00
Statutory & Other Agencies		
Planning Board		
Other Expenses	7,335.00	1,926.00
Misc. - Other Expenses (Retainer)	6,000.00	1,575.00
Zoning Board of Adjustment		
Other Expenses	6,435.00	1,690.00
Misc. - Other Expenses (Retainer)	12,000.00	3,150.00
Department of Building & Development		
Office of the Director		
Salaries and Wages	130,050.00	34,139.00

Other Expenses	7,500.00	1,969.00
Miscellaneous Other Expense (Demolition)	120,000.00	31,500.00
Office of the Construction Code Official		
Salaries and Wages	531,000.00	139,388.00
Other Expenses	27,470.00	7,211.00
Miscellaneous Other Expense	172,200.00	45,203.00
Office of Planning		
Salaries and Wages	214,000.00	56,175.00
Other Expenses	15,020.00	3,943.00
Miscellaneous-Other Expenses (Redevelopment)	100,000.00	26,250.00
Office of the Tax Assessor		
Salaries and Wages	316,000.00	82,950.00
Other Expenses	7,575.00	1,989.00
Miscellaneous Other Expenses	69,200.00	18,165.00
Revaluation		
Municipal Court		
Salaries and Wages	436,500.00	114,582.00
Other Expenses	165,517.30	43,449.00
Municipal Public Defender		
Salaries and Wages	22,000.00	5,775.00
Salary Adjustments		
Salaries & Wages	50,000.00	13,125.00
Unclassified:		
Utilities:		
Electricity	245,000.00	64,313.00
Telephone	180,000.00	47,250.00
Natural Gas	60,000.00	15,750.00
Street Lighting	445,000.00	116,813.00
Fire Hydrant Service	205,000.00	53,813.00
Water	65,000.00	17,063.00
Other (specify)		
Sewer	13,000.00	3,413.00
Diesel Fuel	250,000.00	65,625.00
Gasoline	275,000.00	72,188.00
Accumulated Leave Compensation		
Salaries and Wages	350,000.00	91,875.00
=====		
Total Operations {Item 8(A)} within "CAPS"	42,523,991.77	11,228,776.00
-----	-----	-----
B. Contingent		
-----	-----	-----
Total Operations Including Contingent- within "CAPS"	42,523,991.77	11,228,776.00
-----	-----	-----
Deferred Charges and Statutory Expenditures- Municipal within "CAPS"		
DEFERRED CHARGES:		

Emergency Authorizations		
STATUTORY EXPENDITURES:		
Public Employees Retirement System	1,403,885.48	-
Social Security System (O.A.S.I.)	1,090,000.00	286,125.00
Police & Firemens Retirement System of New Jersey	3,723,561.54	-
Defined Contribution Retirement Plan	10,000.00	2,625.00
Unemployment Insurance	10,000.00	-
= =====	= = = = =	= = = = =
Total Deferred Charges and Statutory Expenditures-Municipal within "CAPS"	6,237,447.02	288,750.00
- - - - -	- - - - -	- - - - -
Total General Appropriations for Municipal Purposes within "CAPS"	48,761,438.79	11,517,526.00
= =====	= = = = =	= = = = =
(A) Operations - Excluded from "CAPS"		
Maintenance of Free Public Library	1,750,050.00	
Employee Group Health		
Disposal Costs (Sanitation and Recycling) Other Expenses (Recycling)	44,000.00	11,550.00
Special Emergency Appropriation (Sandy)		
- - - - -	- - - - -	- - - - -
Total Other Op Excluded From Caps	1,794,050.00	11,550.00
- - - - -	- - - - -	- - - - -
West Long Branch Finance Dept Salary and Wage Other Expenses	- 70,359.00	18,470.00
West Long Branch IT Dept Salary and Wage Other Expenses	- 32,640.00	8,568.00
Implementation of "911" System Other Expenses	140,372.98	147,000.00
- - - - -	- - - - -	- - - - -
Total Interlocal Municipal Service Ag.	243,371.98	174,038.00
- - - - -	- - - - -	- - - - -
State and Federal Programs Off-Set by Revenues		
- - - - -		

State of New Jersey				
Department of Environmental Protection				
Clean Communities Grant				
County Grant				
Monmouth County Office on Aging				
Senior Citizen Program				
Monmouth County Share	25,000.00			
City Share	221,485.00			
State of New Jersey				
Department of Transportation Safe Routes to Schools	-			
State Grant				
Safe and Secure Communities Grant	60,000.00			
State of New Jersey				
Urban Enterprise Zone Administration				
UEZ Administrative Budget				
UEZ Security Phase X				
Summer Shuttle Project				
Year-Round Shuttle Project				
Marketing and Business Development				
West End Gazebo Project				
Digital Communications Project				
Administration 2013-14				
Police Security				
State of New Jersey				
Division of Criminal Justice				
Body Armor Replacement	8,557.71			
U. S. Department of Justice				
Office of Justice Programs				
Edward Byrne Memorial Justice Assistance Grant			8,775.00	
State of New Jersey				
Recycling Tonnage Grant	-			
US Department of Justice				
Bulletproof Vest Partnership	7,561.89			
State of New Jersey				
Environmental Commission Grant	1,000.00			
State of New Jersey				
Department of Health COVID-19	-			
County of Monmouth				
Municipal Open Space Project				
Jackson Woods Park				

County of Monmouth Childhood Lead Exposure Prevention Project		
U. S. Department of Justice Office of Justice Programs 2019 Body Worn Camera Program	52,500.00	-
State of New Jersey HCN Grant	10,000.00	
Statewide Insurance Fund Grant		
	- - - - -	- - - - -
Total State and Federal Programs Off-Set by Revenues	386,104.60	8,775.00
Total Operations Excluded from "CAPS"	2,423,526.58	194,363.00
	- - - - -	- - - - -
Capital Improvements - Excluded from "CAPS"		
Capital Improvement Fund	100,000.00	
Capital Projects:		
Acquisition of Equipment:		
Department of Recreation Bureau of Conservation (Beach)	100,000.00	-
Department of Public Safety		
Division of Fire		
Division of Police/ Parking Meters	100,000.00	
Vehicles and Equipment	-	
Office of Emergency Management (OEM)		
Division of Buildings and Grounds		
Emergency Generator Annex Building Brighton Avenue		
Improvements to City Buildings	200,000.00	100,000.00
State of New Jersey DOT Trust Fund	-	
	- - - - -	- - - - -
Total Capital Improvements Excluded from "CAPS"	500,000.00	100,000.00
	- - - - -	- - - - -
Municipal Debt Service Excluded form "CAPS"		
Payment of Bond Principal	4,355,000.00	
Payment of Bond Anticipation Notes	99,000.00	
Interest on Bonds	1,749,479.59	600,000.00
Interest on Notes	375,000.00	
Interest on Tax Anticipation Notes		
Ineterst and Principal on Green Trust	78,610.00	
Ineterst and Principal on Unsafe Bldg. Demo Grant (DCA)		
Payment of Special Emerg. Note Principal		
Interest on Special Emergency Notes		

Total Municipal Debt Service - excluded from "CAPS"	6,657,089.59	600,000.00
Deferred Charges - Municipal- Excluded from "CAPS"		
(1) DEFERRED CHARGES		
Emergency Authorizations	-	
Special Emergency Auth 5 Yr (40A:4-55)		
Deferred Charges to future taxation-Unfunded		
Total Deferred Charges - Municipal- Excluded from "CAPS"	-	-
Total General Appropriations for Municipal Purposes Excluded from "CAPS"	9,580,616.17	894,363.00
Total General Appropriations - Excluded from "CAPS"	9,580,616.17	894,363.00
Subtotal General Appropriations (Items (H-1) and (O))	58,342,054.96	12,411,889.00
Reserve for Uncollected Taxes	2,018,564.00	-
Total General Appropriations	60,360,618.96	12,411,889.00
	= = = = =	= = = = =

**CITY OF LONG BRANCH
RESOLUTION R-108-21**

**RESOLUTION EMERGENCY AWARD OF CONTRACT DUE TO FISH CLEAN UP TO
McVAC ENVIRONMENTAL SERVICES INC.**

WHEREAS, N.J.S.A. 40A:11-6 authorizes a municipality to adopt a resolution authorizing special emergency contracts without public advertising for bids when emergency affects public health, safety or welfare; and

WHEREAS, the City, due to the emergency condition created by dead fish cleanup, had to issue and emergency contract; and

WHEREAS, the City of Long Branch has to enter into a emergency contract with **McVac Environmental Services Inc.** not to exceed \$38,475 to provide fish cleanup services; and

WHEREAS, the Administration of the City of Long Branch and Long Branch City Council needs to approve emergency contract to comply with the Health Department concerns and protect public safety; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto and incorporated herein, that funds for this contract are available in Appropriation Line Item #1-01-052-371, for \$38,475.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the contract for fish cleanup is hereby awarded to **McVac Environmental Services Inc** without public bidding and that the for aforesaid contract and fish cleanup shall **not exceed the sum of \$38,475.**

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on May 26, 2021.

City Clerk

**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:

EMERGENCY FISH CLEAN UP

Said contract being made as follows:

MC VAC ENVIRONMENTAL SERVICES INC \$38,475.00

Said funds being available in the form of:

#1-01-052-371, \$38,475.00



Michael Martin, Chief Financial Officer

5/26/21
Date



INVOICE	
INVOICE 2619967	
Date	5/10/2021

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BILL TO: CITY OF LONG BRANCH
ACCOUNTS PAYABLE 344 BROADWAY LONG BRANCH, NJ 07740

LOCATION: LONG BRANCH PUBLIC WORKS
STAN 636 JOLINE AVE LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	41897	NET 30	5/10/2021	ORD0047825

Qty	Unit Of Measure	Description	Price	Extended Price
1	DAY	VAC TRUCK W/OPERATOR/RACK BODY/TECH/FLEX HOSE	\$4,850.00	\$4,850.00
2	HR	VAC TRUCK W/OPERATOR/RACK BODY/TECH/FLEX HOSE OT	\$675.00	\$1,350.00

Clean up dead bunker at various locations.

Subtotal	\$6,200.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$6,200.00
Deposit	\$0.00
Total Due	\$6,200.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513



INVOICE	
INVOICE 2619968	
Date	5/11/2021

Page 1/1

BILL TO: CITY OF LONG BRANCH
ACCOUNTS PAYABLE 344 BROADWAY LONG BRANCH, NJ 07740

LOCATION: LONG BRANCH PUBLIC WORKS
STAN 636 JOLINE AVE LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	41937	NET 30	5/11/2021	ORD0047860

Qty	Unit Of Measure	Description	Price	Extended Price
1	EACH	BOAT/TECH/EQUIPMENT OPERATOR/MASON DUMP: CREW	\$3,750.00	\$3,750.00

BOAT CREW FOR FISH CLEAN-UP

Subtotal	\$3,750.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$3,750.00
Deposit	\$0.00
Total Due	\$3,750.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513



INVOICE	
INVOICE 2619969	
Date	5/11/2021

Page 1/1

BILL TO: CITY OF LONG BRANCH
ACCOUNTS PAYABLE 344 BROADWAY LONG BRANCH, NJ 07740

LOCATION: LONG BRANCH PUBLIC WORKS
STAN 636 JOLINE AVE LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	41924	NET 30	5/11/2021	ORD0047826

Qty	Unit Of Measure	Description	Price	Extended Price
1	DAY	VAC TRUCK W/OPERATOR/RACK BODY/TECH/FLEX HOSE	\$4,850.00	\$4,850.00
2	HR	VAC TRUCK W/OPERATOR/RACK BODY/TECH/FLEX HOSE OT	\$675.00	\$1,350.00

Clean up dead bunker at various locations

Subtotal	\$6,200.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$6,200.00
Deposit	\$0.00
Total Due	\$6,200.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513

**INVOICE****INVOICE 2619970**

Date 5/12/2021

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BILL TO:

CITY OF LONG BRANCH

ACCOUNTS PAYABLE

344 BROADWAY

LONG BRANCH, NJ 07740

LOCATION:

LONG BRANCH PUBLIC WORKS

STAN

636 JOLINE AVE

LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	42004	NET 30	5/12/2021	ORD0047933

Qty	Unit Of Measure	Description	Price	Extended Price
1	EACH	BOAT/TECH/EQUIPMENT OPERATOR/MASON DUMP: CREW	\$3,750.00	\$3,750.00

BOAT CREW FOR FISH CLEAN-UP

Subtotal	\$3,750.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$3,750.00
Deposit	\$0.00
Total Due	\$3,750.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513



INVOICE	
INVOICE 2619971	
Date	5/12/2021

Page 1/1

BILL TO: CITY OF LONG BRANCH
ACCOUNTS PAYABLE 344 BROADWAY LONG BRANCH, NJ 07740

LOCATION: LONG BRANCH PUBLIC WORKS
STAN 636 JOLINE AVE LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	41966	NET 30	5/12/2021	ORD0047887

Qty	Unit Of Measure	Description	Price	Extended Price
1	EACH	VAC TRUCK W/OPERATOR/RACK BODY/TECH/EQUIPMENT OOPERATOR (BOAT)/FLEX HOSE: CREW	\$4,850.00	\$4,850.00
2	HR	VAC TRUCK W/OPERATOR/RACK BODY/TECH/EQUIPMENT OOPERATOR (BOAT)/FLEX HOSE: CREW OT	\$675.00	\$1,350.00

Clean up dead bunker at various locations

Subtotal	\$6,200.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$6,200.00
Deposit	\$0.00
Total Due	\$6,200.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513



INVOICE	
INVOICE 2619972	
Date	5/13/2021

Page 1/1

BILL TO: CITY OF LONG BRANCH
ACCOUNTS PAYABLE 344 BROADWAY LONG BRANCH, NJ 07740

LOCATION: LONG BRANCH PUBLIC WORKS
STAN 636 JOLINE AVE LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	42005	NET 30	5/13/2021	ORD0047934

Qty	Unit Of Measure	Description	Price	Extended Price
1	EACH	BOAT/TECH/EQUIPMENT OPERATOR/MASON DUMP: CREW	\$3,750.00	\$3,750.00

BOAT CREW FOR FISH CLEAN-UP

Subtotal	\$3,750.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$3,750.00
Deposit	\$0.00
Total Due	\$3,750.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513



INVOICE	
INVOICE 2619973	
Date	5/13/2021

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BILL TO: CITY OF LONG BRANCH
ACCOUNTS PAYABLE 344 BROADWAY LONG BRANCH, NJ 07740

LOCATION: LONG BRANCH PUBLIC WORKS
STAN 636 JOLINE AVE LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	42011	NET 30	5/13/2021	ORD0047936

Qty	Unit Of Measure	Description	Price	Extended Price
1	EACH	VAC TRUCK W/OPERATOR/RACK BODY/TECH/EQUIPMENT OPERATOR (BOAT)/FLEX HOSE: CREW	\$4,850.00	\$4,850.00
2	HR	VAC TRUCK W/OPERATOR/RACK BODY/TECH/EQUIPMENT OPERATOR (BOAT)/FLEX HOSE: CREW OT	\$675.00	\$1,350.00

Clean up dead bunker at various locations

Subtotal	\$6,200.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$6,200.00
Deposit	\$0.00
Total Due	\$6,200.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513



INVOICE	
INVOICE 2620094	
Date	5/14/2021

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BILL TO: CITY OF LONG BRANCH
ACCOUNTS PAYABLE 344 BROADWAY LONG BRANCH, NJ 07740

LOCATION: LONG BRANCH PUBLIC WORKS
STAN 636 JOLINE AVE LONG BRANCH, NJ 07740

Cust Job #	P.O. #	Customer ID	W.O. #	Payment Terms	Service Date	Order #
	21-01625	C0319	42033	NET 30	5/14/2021	ORD0047977

Qty	Unit Of Measure	Description	Price	Extended Price
.5	DAY	VAC TRUCK W/OPERATOR/ RACK/MASON /TECH/EQUIPMENT OPERATOR (BOAT)/FLEX HOSE	\$4,850.00	\$2,425.00

Clean up dead bunker at various locations.

Includes work order 42032.

Subtotal	\$2,425.00
Energy Surcharge	\$0.00
Tax	\$0.00
Total	\$2,425.00
Deposit	\$0.00
Total Due	\$2,425.00

Please remit payment to: McVac Environmental Services 481 Grand Ave, New Haven CT 06513



481 GRAND AVE, NEW HAVEN, CT 06513

P. (203) 498-1427

20 INDUSTRIAL DRIVE, LAURENCE HARBOR, NJ 08879

F. (203) 498-1429

WORK ORDER #: 0032
DATE: 5/14/2021
VEHICLE ID: _____

OPERATOR: Jose B
TECHNICIAN: Karl A

START TIME: 0530
END TIME: 1500
DISPOSAL TIME: _____

BILLING INFORMATION

SITE INFORMATION

Customer Name: CITY OF LONG BRANCH
Address: 514 BROADWAY
City, State, Zip: LONG BRANCH, NJ 07740
Contact: SEFY WALFORD
Phone: (732) 571-5556
Email: walford@longbranch.org
Purchase Order/COD: 11-01625

Generator/Site: CITY OF LONG BRANCH
Address: 335 JOLINE AVE
City, State, Zip: LONG BRANCH, NJ 07740
Site Contact: STAN
Phone: (732) 904-4743
Email: _____
EPA ID #: _____

LABOR

EQUIPMENT

OPERATOR: _____	SUPER VAC _____	ROLLOFF _____	JET TRUCK _____	ER VAN _____
TECHNICIAN: _____	VAC TRAILER _____	DUMP TRAIL _____	HYDRO BLASTER _____	EXCAVATOR _____
FOREMAN: _____	TRACTOR _____	RACK BODY _____	CCTV TRUCK _____	BACK HOE _____
CONFINED SPACE: _____	COMBO _____	BOX TRUCK _____	PICK UP _____	TRI AXLE _____

WORK DESCRIPTION:

BOAT CREW FOR FISH CLEAN UP

onsite: 8630
offsite: 1400

SPECIAL REQUIREMENTS:

HARD BOTTOM & SOFT BOTTOM

BOL/MANIFEST #'s: _____

FOR MCVAC USE ONLY:

	QTY	UNITS	PRICE	EXTENDED
--	-----	-------	-------	----------

BOAT

TECHNICIAN

EQUIPMENT OPERATOR

MASON DUMP

Customer agrees to the following terms: Payment Due Net 30 Days. 1.5% Finance Charge Per Month (18% per year) on all past due balances plus Collection Costs and Reasonable Attorney Fees. If applicable, Customer certifies that the contents of this consignment is either non-hazardous, non-RCRA regulated material, or is fully and accurately described by the proper shipping name on the referenced bill of lading/manifest, and is classified, packaged, marked and labeled/placarded correctly. ☐ Support of Utility work for Consumer, HOS exemption.

Subtotal
Energy Surcharge
Sales Tax
Total

Customer Name (print): STAN DZMGA

Customer Signature: [Signature]

Date: 5/14/21

MCVAC COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MCVAC ENVIRONMENTAL SERVICES, INC.

Trade Name:

Address: 481 GRAND AVENUE
NEW HAVEN, CT 06513-3800

Certificate Number: 1661233

Effective Date: August 26, 2011

Date of Issuance: May 13, 2021

For Office Use Only:

20210513150202407

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

MCVAC ENVIRONMENTAL SERVICES, INC.

0400439638

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for MCVAC ENVIRONMENTAL SERVICES, INC. was submitted on 08/04/2020 for the year: 2020

Registered Agent and Office

UNITED CORPORATE SERVICES INC
80 MAIN STREET
SUITE 415
WEST ORANGE, NJ 07052

Main Business Address

481 GRAND AVE
NEW HAVEN, CT 06513

Officers and Directors

PRESIDENT
SERGE DEMERS
9 MULLIGAN DRIVE
WALLINGFORD, CT 06492

SECRETARY
CHARLES DEMERS
433R POWDER HILL RD
DURHAM, CT 06422



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
4th day of August, 2020*

Elizabeth Maher Muoio

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 2497775973
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. McVac Environmental Services, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 481 Grand Ave	Requester's name and address (optional)
6 City, state, and ZIP code New Haven, CT 06513	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
0	6	-	1	2	9	3	4	3 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 4/19/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate Number
698399

Registration Date: 01/30/2021
Expiration Date: 01/29/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

McVac Environmental Services, Inc
2021

Responsible Representative(s):
Serge Demers, President

Responsible Representative(s):
Charles Demers, Vice-President

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N.J. 07740 (732) 222-7000

May 13, 2021

Mr. George Jackson, City Business Administration
344 Broadway
Long Branch, New Jersey 07740

Subject: ***Emergency Contractor Clean-up of Dead Mossbunkers in the Shrewsbury River & Creeks that border the City of Long Branch***

Dear Mr. Jackson:

The magnitude of the fish kill concerning the dead Menhaden in the river creeks and tributaries along the shorelines of the City of Long Branch has created a public health emergency. The thousands and thousands of dead Moss Bunkers are decomposing and rotting. The odor and stink are horrendous. The number of flies that are feasting on the dead fish is unprecedented and causing much grief to the City residents living along the river.

The City has hired a contractor to clean-up and remove the dead fish, but the Director of Public Works has informed me that it will require a few more days to finish the job. As the clean-up tasks need, be done immediately to resolve this public health nuisance and abate this public health emergency. It is important to continue with the necessary clean-up and removal of the dead fish to eliminate the objectionable odors, multitude of flies and prevent an epic rodent problem. Continuation of the clean-up until it is successfully concluded will end this public health emergency.

Sincerely,


Sidney Johnson, Director
Long Branch Public Health Department

Cc: Michael Martin, CFO. Stan Dziuba, Director of Public Works, David Spaulding, Purchasing



recycled paper

**CITY OF LONG BRANCH
COUNTY OF MONMOUTH**

RESOLUTION R-109-21

**A RESOLUTION AUTHORIZING THE UTILIZATION OF
PROJECT LABOR AGREEMENTS FOR PUBLIC WORKS PROJECTS
UNDERTAKEN BY THE CITY IN EXCESS OF FIVE-MILLION DOLLARS**

WHEREAS, the Project Labor Agreement Act (“PLA”), P.L. 2002, Chapter 44, was signed into law on July 21, 2002; and

WHEREAS, project labor agreements are pre-hire collective bargaining agreements with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project; and

WHEREAS, the use of project labor agreements is beneficial for construction projects in excess of five million dollars as they lead to less disputes, delays, fair and agreed to employment terms and more efficient project management; and

WHEREAS, the City of Long Branch (the “City”) finds the use of such agreements for projects in excess of five million dollars beneficial, as they:

- (a) Set forth effective, immediate and mutually binding procedures for resolving jurisdictional, labor disputes and grievances arising before the completions of work;
- (b) Contain guarantees against strikes, lockouts or other similar actions; and
- (c) Standardize the terms and conditions of employment of labor on the public works projects;
- (d) Permit flexibility in work scheduling and shift hours and times;
- (e) Ensure a reliable source of skilled and experienced labor; and
- (f) Further public policy objectives by improving employment opportunities for minorities, women and the economically disadvantaged; and permit the selection of the lowest responsible bidder, without regard to union or non-union status at other construction sites; and
- (g) Promote employment of residents of the City of Long Branch; and,
- (h) Are on all contractors and subcontractors, or whatever tier, on the public works project through the inclusion of appropriate bid specifications in all relevant documents; and

WHEREAS, the City endorses project labor agreements and pledges to utilize same for construction projects in excess of five million dollars.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Long Branch, County of Monmouth, State of New Jersey as follows:

1. That the City Council does hereby endorse the use of project labor agreements for construction projects in excess of five million dollars and pledges to utilize same for such projects; and

2. That a certified copy of this resolution be forwarded to the Chief Financial Officer and the Division of Purchasing

**CITY OF LONG BRANCH
COUNTY OF MONMOUTH**

RESOLUTION R-110-21

**RESOLUTION APPROVING PERSON TO PERSON /
PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-33-073-015
(Salt Steakhouse, LLC)**

WHEREAS, PV3 Grill, LLC d/b/a Salt Steakhouse, LLC has applied for a person to person / place to place transfer of Plenary Retail Consumption License No. 1325-33-073-015 from Pier Village II Liquor License 2, pocket status with a mailing address of 767 Fifth Avenue, 50th Floor, New York, NY 10153 to Salt Steakhouse LLC, 15 Morris Avenue, Unit 6, Long Branch, NJ and the application for a person to person / place to place appears to be complete in all respects; and

WHEREAS, proof of publication of notice has been submitted and there have been no written objections received by the City Clerk and fees have been paid; and

WHEREAS, the applicant has submitted plans to the Clerks office which outlines the area where alcoholic beverages will be served which has also been approved by the Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-073-015, in the name of Pier Village II Liquor License 2 pocket status, be and the same is hereby transferred to PV3 Grill LLC d/b/a Salt Steakhouse, LLC, 15 Morris Avenue, Unit 6, Long Branch, NJ. This resolution merely approves the person to person / place to place transfer of a pocketed license. The application will be amended once an opening date has been determined for activation of this license.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

**CITY OF LONG BRANCH
COUNTY OF MONMOUTH**

RESOLUTION R-111-21

**RESOLUTION APPROVING PERSON TO PERSON /
PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-33-047-013
(Kahuna Burger)**

WHEREAS, KB PV LLC d/b/a Kahuna Burger has applied for a person to person / place to place transfer of Plenary Retail Consumption License No. 1325-33-047-013 from OHM NJ LLC, inactive status, with a mailing address of 68 Ocean Avenue, Long Branch, NJ, 07740 to Kahuna Burger, 20 Centennial Drive, Long Branch, NJ and the application for a person to person / place to place appears to be complete in all respects; and

WHEREAS, proof of publication of notice has been submitted and there have been no written objections received by the City Clerk and fees have been paid; and

WHEREAS, the applicant has submitted plans to the Clerks office which outlines the area where alcoholic beverages will be served which has also been approved by the Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-047-013, in the name of OHM NJ LLC, be and the same is hereby transferred to KB PV LLC d/b/a Kahuna Burger, 20 Centennial Drive, Long Branch, NJ. This resolution merely approves the person to person / place to place transfer of a pocketed license. The application will be amended once an opening date has been determined for activation of this license.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

**CITY OF LONG BRANCH
COUNTY OF MONMOUTH**

RESOLUTION R-112-21

**RESOLUTION APPROVING PERSON TO PERSON /
PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-33-012-011
(Robinson Ale House)**

WHEREAS, RAH PV LLC d/b/a Robinson Ale House has applied for a person to person / place to place transfer of Plenary Retail Consumption License No. 1325-33-012-011 from Pier Village III Liquor License 3 LLC, pocket status, with a mailing address of 767 Fifth Avenue, 50th Floor, New York, NY, 10153 to Robinson Ale, 68 Ocean Avenue, Long Branch, NJ and the application for a person to person / place to place appears to be complete in all respects; and

WHEREAS, proof of publication of notice has been submitted and there have been no written objections received by the City Clerk and fees have been paid; and

WHEREAS, the applicant has submitted plans to the Clerks office which outlines the area where alcoholic beverages will be served which has also been approved by the Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-047-013, in the name of Pier Village III Liquor License 3 LLC, be and the same is hereby transferred to RAH PV LLC d/b/a Robinson Ale House, 68 Ocean Avenue, Long Branch, NJ. This resolution merely approves the person to person / place to place transfer of a pocketed license. The application will be amended once an opening date has been determined for activation of this license.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN: