

MINUTES
REGULAR SESSION BOARD OF COMMISSIONERS February 1, 2016
Flag Salute

Meeting came to order: 4:00 p.m.

Clerk called the roll:	Mayor Joseph H. Mancini	PRESENT
	Commissioner Ralph H. Bayard	PRESENT
	Commissioner Joseph P. Lattanzi	PRESENT

Also in attendance: Lynda J. Wells, Municipal Clerk
Kyle Ominski, Administrator

Municipal Clerk announced: Notice of the time and place of this meeting has been posted in the office of the Municipal Clerk, published by the BEACH HAVEN TIMES, ATLANTIC CITY PRESS and ASBURY PARK PRESS on January 28, 2016; and filed with the Municipal Clerk.

Motion: To dispense with the reading of the minutes of the previous meeting and to approve the same as recorded in the minute book:

Motion: Lattanzi Ayes: Lattanzi, Bayard, Mancini

Second: Bayard Nays:

AGENDA

ORDINANCES:

1. First Reading Ordinance 16-01C: **AN ORDINANCE AMENDING AN ORDINANCE ENTITLED, "CODE OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, (1997)" IN CHAPTER 51 PERTAINING TO BEACHES**

Motion to approve Ordinance 16-01C on First Reading:

Motion: Lattanzi Ayes: Lattanzi, Bayard, Mancini

Second: Bayard Nays:

2. First Reading Ordinance 16-02C: **AN ORDINANCE AMENDING AN ORDINANCE ENTITLED, "CODE OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, (1997)" IN CHAPTER 10 PERTAINING TO MUNICIPAL COURT ADMINISTRATOR**

Motion to approve Ordinance 16-02C on First Reading:

Motion: Lattanzi Ayes: Lattanzi, Bayard, Mancini

Second: Bayard Nays:

3. First Reading Ordinance 16-03C: **AN ORDINANCE AMENDING AN ORDINANCE ENTITLED, "CODE OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, (1997)" IN CHAPTERS 64 & 82 PERTAINING TO PERMIT FEES**

Motion to approve Ordinance 16-03C on First Reading:

Motion: Lattanzi Ayes: Lattanzi, Bayard, Mancini

Second: Bayard Nays:

4. First Reading Ordinance 16-04C: **AN ORDINANCE AMENDING AN ORDINANCE ENTITLED, "CODE OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, (1997)" REPEALING CHAPTER 28.**

Motion to approve Ordinance 16-04C on First Reading:

Motion: Lattanzi Ayes: Lattanzi, Bayard, Mancini

Second: Bayard Nays:

5. First Reading Ordinance 16-05C: **AN ORDINANCE AMENDING AN ORDINANCE ENTITLED, "CODE OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, (1997)" IN CHAPTER 25 PERTAINING TO PURCHASING PROCEDURES**

Motion to approve Ordinance 16-05C on First Reading:

Motion: Lattanzi Ayes: Lattanzi, Bayard, Mancini

Second: Bayard Nays:

6. First Reading Ordinance 16-06C: **AN ORDINANCE AMENDING AN ORDINANCE ENTITLED, "CODE OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, 1997" IS HEREBY AMENDED BY THE ADOPTION OF A NEW CHAPTER, CHAPTER 194, WHICH SETS FORTH THE REGULATIONS GOVERNING AND THE RECREATIONAL ACTIVITIES PERMITTED AT THE TOWNSHIP OF LONG BEACH MUNICIPAL PARKS**

Motion to approve Ordinance 16-06C on First Reading:

Motion: Lattanzi Ayes: Lattanzi, Bayard, Mancini

Second: Bayard Nays:

7. First Reading Ordinance 16-07: **AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK IN 2016 (N.J.S.A. 40A: 4-45.14)**

Motion to approve Ordinance 16-07 on First Reading:

Motion: Lattanzi

Ayes: Lattanzi, Bayard, Mancini

Second: Bayard

Nays:

ADOPTIONS & APPROVALS

8. Resolution 16-0201.01: Approve LBTBP participation in the 2016 St. Francis Super Plunge

RESOLUTION 16-0201.01

WHEREAS, in appreciation of its numerous acts of community service, the Long Beach Township Beach Patrol will assist in the 12th Annual Super Plunge benefiting St. Francis Community Center and the Southern Regional High School Boys and Girls Swim Teams on Sunday, February 7, 2016 at 1:00 PM on the 48th Street beach in Brant Beach; and

WHEREAS, the Long Beach Township Beach Patrol will provide employees as support services for the Plunge that include, but are not limited to, lifeguards and lifeguard equipment, and first aid personnel and medical supplies, as needed.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the Township of Long Beach acknowledges the Long Beach Township Beach Patrol will provide support services to the St. Francis Community Center and Southern Regional High School in grateful appreciation of its generous support to the Township and its Beach Patrol.

9. Resolution 16-0201.02: Appoint the Municipal Court Administrator (Interim):
Maureen Daniels: 1-year term

RESOLUTION 16-0201.02

BE IT RESOLVED that the Board of Commissioners of the Township of Long Beach, County of Ocean, State of New Jersey, pursuant to N.J.S.A. 2B:12-11(e), hereby appoint Maureen F. Daniels as Interim Municipal Court Administrator for a term of 1-year commencing February 1, 2016 and effective through December 31, 2016.

10. Resolution 16-0201.03: Appoint Deputy Court Administrator

RESOLUTION 16-0201.03

RESOLUTION OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING APPOINTMENT OF KAREN GARCIA AS DEPUTY COURT ADMINISTRATOR

WHEREAS, from time to time the Long Beach Township Court Administrator is unable to be reached after hours for urgent Police matters; and

WHEREAS, The Township of Long Beach Municipal Magistrate James, Liguori has given approval for the Borough of Ship Bottom Court Administrator, Karen Garcia to act as Deputy Court Administrator in these instances; and

WHEREAS, the Administrative Office of the Courts, Ocean County Vicinage has requested the Township of Long Beach authorize the appointment of Karen Garcia as Deputy Court Administrator by Resolution.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Township of Long Beach hereby appoint Karen Garcia as Deputy Court Administrator to be compensated Fifty Dollars (\$50.00) per call out and Seventy Five Dollars (\$75.00) for in court assistance; and

BE IT FURTHER RESOLVED, that this appointment shall be effective February 1, 2016.

11. Resolution 16-0201.04: Approve various personnel matters

RESOLUTION 16-0201.04

Approve the Family Medical Leave Act (FMLA) for employee with Civil Service number *****0537 effective retro-active to January 15, 2016.

Municipal Court

Appoint the following employee as Interim Municipal Court Administrator with the annual base salary of \$55,000 to be paid from Municipal Court Salary & Wage effective February 1, 2016.

Maureen Daniels

Parks and Recreation

Change the following employee's base annual base salary to \$28,560.00 to be paid from Parks & Recreation Salary & Wage effective retro-active to January 1, 2016.

Joni Bakum

Police

Change the following employee's annual base salary to \$33,453.00 to be paid from Police Salary & Wage effective retro-active to January 1, 2016.

Nathaniel Ehlers

Accept and Approve the resignation of the following employee retro-active to January 11, 2016.

Keith Smith

Public Works

Adjust the following employee's base annual salary to \$50,352.72 to be paid from Public Works Salary & Wage effective retro-active to January 1, 2016.

Brian Golla

Tax Collector's Office

Adjust the following employee's annual base salary to \$63,538.00 to be paid from Tax Collector's Salary & Wage effective February 1, 2016.

Carol Cerbone

Water/Sewer

Adjust the following employee's annual base salary to \$40,742.00 to be paid from Water/Sewer Salary & Wage effective retro-active to January 1, 2016.

Christopher Stankowski

Change the following employee to a Permanent Part-Time Laborer 1 at the rate of \$12.00 per hour to be paid from Water/Sewer Salary & Wage effective February 1, 2016.

Bruce Caparusso

- 12. Resolution 16-0201.05: Approve 2016 revised meeting schedule

RESOLUTION 16-0102.05

NOTICE

Pursuant to Chapter 231, P.L. 1975, PUBLIC NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Township of Long Beach may hold daily work sessions Monday, Tuesday, Wednesday, Thursday and Friday of each week between the hours of 10:00 a.m. and 2:00 p.m. Regular Meetings will be held in the Public Safety Building, 6805 Long Beach Boulevard, Brant Beach, NJ on the following dates and times:

DATE	CAUCUS MEETING	REGULAR PUBLIC MEETING	DAY OF WEEK
Jan. 4, 2016	2:30 PM	3:00 PM	Monday
Feb. 1, 2016	3:30 PM	4:00 PM	Monday
March 7, 2016	3:30 PM	4:00 PM	Monday
April 4, 2016	3:30 PM	4:00 PM	Monday
May 2, 2016	3:30 PM	4:00 PM	Monday
June 6, 2016	3:30 PM	4:00 PM	Monday
July 11, 2016	3:30 PM	4:00PM	Monday
August 1, 2016	3:30 PM	4:00 PM	Monday
Sept. 12, 2016	3:30 PM	4:00 PM	Monday
Oct. 3, 2016	3:30 PM	4:00 PM	Monday
Nov. 7, 2016	3:30 PM	4:00 PM	Monday
Dec. 5, 2016	3:30 PM	4:00 PM	Monday
Dec. 19, 2016	3:30 PM	4:00 PM	Monday

The agenda, to the extent known, for the Regular Meetings shall be:

1. Call the meeting to order;
2. Approval of the minutes;
3. Disposition of old business;
4. Disposition of new business;
5. Adjournment.

Formal action shall be taken on matters placed before the Board of Commissioners at All Meetings.

- 13. Resolution 16-0201.06: Approve various Water/Sewer changes

RESOLUTION 16-0201.06

WHEREAS, the following Water/Sewer accounts require changes in their billing and/or classification due to various reasons; and

WHEREAS, it is requested by the Director of Revenue and Finance that these changes be made as follows:

<u>BLOCK LOT/QUALACCT #/ACCT</u>	<u>YEAR</u>	<u>CANCEL/CHANGE</u>	<u>AMOUNT</u>
4.11 1 905-0 Sewer	2016	Standby credit	\$1287.50
4.34 3 1221-0 Sewer	2016	Standby credit	\$ 531.00
4.34 3 1221-0 Water	2016	Standby credit	\$ 179.00
7.04 2 2204-0 Sewer	2016	Standby credit	\$ 398.00
7.04 2 2204-0 Water	2016	Standby credit	\$ 146.00
11.16 16/CB 3566-0 Sewer	2016	Condo Conversion	\$ 531.00
12.13 14 4054-0 Sewer	2016	Standby credit	\$ 597.00
12.13 14 4054-0 Water	2016	Standby credit	\$ 284.00

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach, that the Municipal Clerk be and she is hereby authorized to make these changes.

Motion to approve Items 8 thru 13:

Motion: Lattanzi

Ayes: Lattanzi, Bayard, Mancini

Second: Bayard

Nays:

LICENSES & PERMITS

14. Resolution 16-0201.07: Approve an Application for a Social Affair Permit
LBI Foundation of Arts & Sciences: 4/29/16 from 5pm to 10pm

RESOLUTION 16-0201.07

BE IT RESOLVED that the Board of Commissioners of the Township of Long Beach grants a SOCIAL AFFAIR PERMIT to the Long Beach Island Foundation of the Arts & Sciences for their Murder Mystery Dinner on April 29, 2016 from 5 pm to 10 pm.

Motion to approve Item 14:

Motion: Lattanzi

Ayes: Lattanzi, Bayard, Mancini

Second: Bayard

Nays:

PURCHASES, CONTRACTS & AWARDS

15. Resolution 16-0201.08(a-c): Award various contracts, per bid:

- a) Lifeguard and Beach Patrol Uniforms
- b) Furnish, Haul and Unload Beach Sand
- c) W/S Fittings and Supplies

RESOLUTION 16-0201.08(a)

BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach that the following contracts, per bid, be awarded for the year 2016:

Lifeguard Uniforms - Various items per individual contracts on file in the Municipal Clerk's Office:

Ampro Sports: 1 yr. contract

Primos, PA

Original Watermen, Inc.: 1 yr. contract

Vista, CA

Shore Promotions: 1 yr. contract

Ship Bottom, NJ

Jetty: 1 yr. contract

Manahawkin, NJ

Beach Badge Uniforms - Various items per individual contracts on file in the Municipal Clerk's Office:

Ampro Sports: 1 yr. contract

Primos, PA

Shore Promotions: 1 yr. contract

Ship Bottom, NJ

Original Watermen: 1 yr. contract

Vista, CA

RESOLUTION 16-0201.08(b)

A RESOLUTION AWARDING A CONTRACT FOR THE SUPPLY AND DELIVERY OF BEACH SAND FOR THE PUBLIC WORKS DEPARTMENT OF THE TOWNSHIP OF LONG BEACH, PER BID

WHEREAS, the Township of Long Beach has solicited bids for the supply and delivery of beach sand for the Public Works Department; and

WHEREAS, the bid specifications advised multiple contract awards would be made; and

WHEREAS, it is the opinion of the Board of Commissioners of the Township of Long Beach the following vendors have provided qualified bids, said bids having received the review and approval of the Long Beach Township Qualified Purchasing Agent and Municipal Solicitor and that they be accepted for the same:

- **Sahara Sand:**
\$9.29 per ton for non-emergency (normal business hours) delivery
\$10.79 per ton for emergency (after normal business hours) delivery
- **Aqua Tex- Transport, Inc.:**
\$14.75 per ton for non-emergency (normal business hours) delivery
\$29.75 per ton for emergency (after normal business hours) delivery
- **Cardinal Contracting Co, LLC.:**
\$12.94 per ton for non-emergency (normal business hours) delivery
\$12.94 per ton for emergency (after normal business hours) delivery
- **Eastern Concrete Materials:**
\$15.97 per ton for non-emergency (normal business hours) delivery
\$20.97 per ton for emergency (after normal business hours) delivery

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach this 1st day of February 2016, for the reasons aforesaid, that one (1) 2-year contract with one (1) 2-year option to extend be and is hereby awarded to the above-named vendors at rates pursuant to the bids received by Long Beach Township on January 7, 2016.

RESOLUTION 16-0201.08(c)

A RESOLUTION AWARDING CONTRACTS FOR WATER/SEWER FITTINGS AND SUPPLIES FOR THE WATER/SEWER DEPARTMENT OF THE TOWNSHIP OF LONG BEACH, PER BID

WHEREAS, the Township of Long Beach has solicited and received bids for the Water Sewer Fittings and Supplies for the Water/Sewer Department; and

WHEREAS, the bid specifications advised multiple contract awards shall be made; the low bidder per group shall be contacted first, should the low bidder be unable to furnish the goods in the timeframe needed, the next lowest bidder shall be contacted, and each subsequent bidder in the same manner until the needed goods are furnished; and

WHEREAS, it is the opinion of the Board of Commissioners of the Township of Long Beach the following vendors have provided responsive bids, said bids having received the review and approval of the Long Beach Township Qualified Purchasing Agent and Municipal Solicitor and that they be accepted for the same:

Water Sewer Fittings and Supplies - Various items per individual contracts on file in the Municipal Clerk's Office,

Cutter:

Group B, Group G, Group H

HD Supply:

Group A, Group C, Group D, Group E, Group F, Group K, Group M, Group O, Group S, Group T

Water Works:

Group I, Group J, Group N, Group P

Campbell Foundry:

Group R,

Ferguson:

Group L, Group Q

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach this 1st day of February 2016, for the reasons aforesaid, that one (1) 2-year contract with one (1) 2-year option to extend be and is hereby awarded to the above-named vendors at rates pursuant to the bids received by Long Beach Township on January 21, 2016.

16. Resolution 16-0201.09: Approve various annual Police Off-Duty contracts: Effective Jan – Dec 2016: Gray Supply Corp.

RESOLUTION 16-0201.09

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach that the Mayor and/or the Municipal Clerk be and they hereby are authorized and directed to execute an annual contract with the following vendor for various Police Off-Duty Services during the 2016 calendar year:

- Gray Supply Corporation

17. Resolution 16-0201.10(a-g): Approve various Shared Service Agreements:
a. Street Sweeper Services: for Beach Haven Borough
b. Street Sweeper Services: for Ship Bottom Borough
c. Recycling Coordinator: for Pine Beach Borough
d. Recycling Coordinator: for Surf City Borough
e. Animal Control Services: Stafford Twp.
f. Ocean County: Schedule "C" Roads & Engineering
g. Ocean County Animal Facility Services

RESOLUTION 16-0201.10(a)

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED RESOURCES AGREEMENT BETWEEN THE TOWNSHIP OF LONG BEACH AS LEAD AGENCY AND THE BOROUGH OF BEACH HAVEN FOR THE USE OF ONE (1) STREET SWEEPER WITH DRIVER/OPERATOR.

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-4(3)b. authorizes two or more municipalities to enter into a mutual service agreement for the provision of certain governmental services; and

WHEREAS, the Township of Long Beach and the Borough of Beach Haven wish to enter into a Shared Services/Resources Agreement, with Long Beach Township as the Lead Agency, for the use of one (1) Street Sweeper with Driver/Operator; and

WHEREAS, the Township of Long Beach adopted Ordinance 11-44 effective December 13th 2012 that set forth funding for the purchase of (2) Street Sweepers; and

WHEREAS, the Township of Long Beach has determined the cost to operate the Street Sweeper with (1) Driver/Operator is \$617.48 per day; and

WHEREAS, the Borough of Beach Haven has agreed to enter into a Shared Services/Resources Agreement appended hereto as Exhibit "A" which would result in Borough of Beach Haven paying \$617.48 per day for the use of (1) Street Sweeper with Driver/Operator, as needed.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Township of Long Beach at a regular meeting held Monday, February 1, 2016, that the Agreement appended hereto as Exhibit "A" shall be executed by and between the Borough of Beach Haven and the Township of Long Beach with the same to be executed on behalf of the Township of Long Beach by Joseph H. Mancini, Mayor and attested to by Lynda Wells, RMC, Township Clerk with the seal of the Township of Long Beach affixed, and executed on behalf of the Borough of Beach Haven by the Mayor and attested to by Sherry Mason, RMC, Township Clerk with the seal of the Borough of Beach Haven affixed.

AGREEMENT

THIS AGREEMENT, made this ____ day of February 2016 (hereinafter "Agreement"), between the Township of Long Beach in the County of Ocean, a municipal corporation of the State of New Jersey (hereinafter "Township"), and Borough of Beach Haven, in the County of Ocean, a municipal corporation of the State of New Jersey (hereinafter "Borough").

is made under the following terms, covenants and conditions, to wit;

1. The Township and the Borough do agree to enter into a Shared Resources Agreement, pursuant to N.J.S.A. 40A:65-1, *et seq.*, whereby the Township shall furnish to the Borough the use of one (1) Street Sweeper with one (1) Driver/Operator as needed pursuant to the terms and conditions herein below set forth.

2. The parties agree that Long Beach Township shall serve as the Lead Agency for this Agreement.

3. Beach Haven Borough shall remit to the Township of Long Beach a fee of Six Hundred Seventeen Dollars and Forty Eight Cents (\$617.48) per day for the use of one (1) Street Sweeper with one (1) Driver/Operator, as needed.

4. The Borough of Beach Haven agrees to indemnify and hold the Township of Long Beach and its officers, agents and employees harmless from any and all liability, claims, costs and Attorney's Fees arising out of the use of the property referred to above.

5. The term of this Shared Service/Resource Agreement shall be one (1) year; commencing the 1st day of March 2016 and ending on the 28th day of February 2017.

6. The Borough agrees to utilize the Street Sweeper and Driver on at least two (2) occasions but not more than three (3) occasions during the term of this Agreement. Each use shall be for cleaning the streets in the entirety of the Borough of Ship Bottom, however, each such use shall not exceed ten (10) consecutive work days in total.

7. All dates for use of the Street Sweeper in the Borough shall be on such dates as are mutually agreed by and between the Public Works Departments of the two (2) Municipalities.

8. In addition to the consecutive work days specified in paragraph 6 above the Township will provide Street Sweeper Services for the consideration set forth in paragraph 3 above on single days as may be needed by the Borough and as agreed to by the Public Works Departments of the two (2) Municipalities.

9. If needed on an emergent basis for cleanup of accident debris and the like, the Township will supply the Street Sweeper to the Borough for a period of time of not over two (2) hours from the time the Street Sweeper leaves the boundaries of Long Beach Township until the time it returns to the boundaries of Long Beach Township, not to exceed five (5) times during the course of this Agreement, without charge.

10. This Agreement may be extended for a period of one (1) year if agreed to by both Parties and upon such renewal the Agreement shall be amended in paragraph 3 above to reflect a mutually agreed upon consideration for the *per diem* charge for the use of the Street Sweeper and Driver.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereto affixed as of the day and year first above written.

RESOLUTION 16-0201.10(b)

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED RESOURCES AGREEMENT BETWEEN THE TOWNSHIP OF LONG BEACH AS LEAD AGENCY AND THE BOROUGH OF SHIP BOTTOM FOR THE USE OF ONE (1) STREET SWEEPER WITH DRIVER/OPERATOR.

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-4(3)b. authorizes two or more municipalities to enter into a mutual service agreement for the provision of certain governmental services; and

WHEREAS, the Township of Long Beach and the Borough of Ship Bottom wish to enter into a Shared Services/Resources Agreement, with Long Beach Township as the Lead Agency, for the use of one (1) Street Sweeper with Driver/Operator; and

WHEREAS, the Township of Long Beach adopted Ordinance 11-44 effective December 13th 2012 that set forth funding for the purchase of (2) Street Sweepers; and

WHEREAS, the Township of Long Beach has determined the cost to operate the Street Sweeper with (1) Driver/Operator is \$617.48 per day; and

WHEREAS, the Borough of Ship Bottom has agreed to enter into a Shared Services/Resources Agreement appended hereto as Exhibit "A" which would result in Borough of Ship Bottom paying \$617.48 per day for the use of (1) Street Sweeper with Driver/Operator, as needed.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Township of Long Beach at a regular meeting held Monday, February 1, 2016 that the Agreement appended hereto as Exhibit "A" shall be executed by and between the Borough of Ship Bottom and the Township of Long Beach with the same to be executed on behalf of the Township of Long Beach by Joseph H. Mancini, Mayor and attested to by Lynda Wells, RMC, Township Clerk with the seal of the Township of Long Beach affixed, and executed on behalf of the Borough of Ship Bottom by William Huelsenbeck, Mayor and attested to by Kathleen Wells, RMC, Borough Clerk with the seal of the Borough of Ship Bottom affixed.

AGREEMENT

THIS AGREEMENT, made this ____ day of February 2016 (hereinafter "Agreement"), between the Township of Long Beach in the County of Ocean, a municipal corporation of the State of New Jersey (hereinafter "Township"), and the Borough of Ship Bottom, in the County of Ocean, a municipal corporation of the State of New Jersey (hereinafter "Borough"), is made under the following terms, covenants and conditions, to wit;

1. The Township and the Borough do agree to enter into a Shared Resources Agreement, pursuant to N.J.S.A. 40A:65-1, *et seq.*, whereby the Township shall furnish to the Borough the use of one (1) Street Sweeper with one (1) Driver/Operator as needed pursuant to the terms and conditions herein below set forth.

2. The parties agree that Long Beach Township shall serve as the Lead Agency for this Agreement.

3. Ship Bottom Borough shall remit to the Township of Long Beach a fee of Six Hundred Seventeen Dollars and Forty Eight Cents (\$617.48) per day for the use of one (1) Street Sweeper with one (1) Driver/Operator, as needed.

4. The Borough of Ship Bottom agrees to indemnify and hold the Township of Long Beach and its officers, agents and employees harmless from any and all liability, claims, costs and Attorney's Fees arising out of the use of the property referred to above.

5. The term of this Shared Service/Resource Agreement shall be one (1) year; commencing the 1st day of March 2016 and ending on the 28th day of February 2017.

6. The Borough agrees to utilize the Street Sweeper and Driver on at least two (2) occasions but not more than three (3) occasions during the term of this Agreement. Each use shall be for cleaning the streets in the entirety of the Borough of Ship Bottom, however, each such use shall not exceed ten (10) consecutive work days in total.

7. All dates for use of the Street Sweeper in the Borough shall be on such dates as are mutually agreed by and between the Public Works Departments of the two (2) Municipalities.

8. In addition to the consecutive work days specified in paragraph 6 above the Township will provide Street Sweeper Services for the consideration set forth in

paragraph 3 above on single days as may be needed by the Borough and as agreed to by the Public Works Departments of the two (2) Municipalities.

9. If needed on an emergent basis for cleanup of accident debris and the like, the Township will supply the Street Sweeper to the Borough for a period of time of not over two (2) hours from the time the Street Sweeper leaves the boundaries of Long Beach Township until the time it returns to the boundaries of Long Beach Township, not to exceed five (5) times during the course of this Agreement, without charge.

10. This Agreement may be extended for a period of one (1) year if agreed to by both Parties and upon such renewal the Agreement shall be amended in paragraph 3 above to reflect a mutually agreed upon consideration for the *per diem* charge for the use of the Street Sweeper and Driver.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereto affixed as of the day and year first above written.

RESOLUTION 16-0201.10(c)

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF SURF CITY FOR MUNICIPAL CERTIFIED RECYCLING COORDINATOR SERVICES

WHEREAS, the "Uniform Shared Services and Consolidation Act." N.J.S.A. 40A:65-1 et. seq authorizes the Township of Long Beach to enter into an agreement for the provision of certain governmental services with the Borough of Surf City; and

WHEREAS, N.J.S.A. 40A:65-5 requires such an agreement to be authorized by resolution; and

WHEREAS, it is the desire of the Board of Commissioners to authorize the execution of a Shared Service Agreement with the Borough of Surf City for Municipal Certified Recycling Coordinator Services.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach, County of Ocean, State of New Jersey, as follows:

1. The Mayor and Municipal Clerk are hereby authorized to execute a Shared Services Agreement with the Borough of Surf City for Municipal Certified Recycling Coordinator Services in accordance with the provisions of law. A copy of said agreement is attached hereto and made a part hereof as Schedule 'A'.
2. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Municipal Clerk's office during normal business hours.
3. That a certified copy of this resolution shall be forwarded to:
 - The Division of Local Government Services
 - The Borough of Surf City
 - Chief Financial Officer of Long Beach Township

SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF SURF CITY AND THE TOWNSHIP OF LONG BEACH, OCEAN COUNTY, NEW JERSEY

THIS AGREEMENT, made this ____ day of _____, 2016, by and between the Township of Long Beach, a municipal corporation of the State of New Jersey, having its principal offices located at 6805 Long Beach Boulevard, Brant Beach, New Jersey, 08008, hereinafter referred to as "Township" and the Borough of Surf City, a municipal corporation of the State of New Jersey, having its principal offices located at 813 Long Beach Blvd., Surf City, New Jersey, 08008, hereinafter referred to as "Borough"; and collectively the Township and the Borough referred to as "the parties".

WITNESSETH

WHEREAS, N.J.S.A. 13:1E-99:16 provides that each municipality in the State of New Jersey shall designate one or more persons as the municipal certified recycling coordinator who shall have completed the requirements of a course of instruction in various aspects of recycling program management as determined or administered by the Department of Environmental Protection (hereinafter "Department"); and

WHEREAS, both municipalities currently and independently provide a municipal recycling system to the residents and taxpayers of each municipality in accordance with the requirements of law; and

WHEREAS, the Borough is currently without the services of a certified recycling coordinator; and

WHEREAS, the Township has an employee designated as a municipal certified recycling coordinator who is capable of supplying such services to the Borough; and

WHEREAS, the Borough and the Township have pursued a plan for providing shared services for the position of municipal certified recycling coordinator; and

WHEREAS, as such, the Borough designates the Township as the provider for municipal certified recycling coordinator duties and services within the Borough hereinafter set forth; and

WHEREAS, N.J.S.A 40:65-1 et seq. specifically authorizes local government units to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the Township and the Borough do hereby agree as follows:

AGREEMENT

1. The parties shall share the municipal certified recycling coordinator services and duties wherein the Township shall provide the Borough with its municipal certified recycling coordinator in accordance with this agreement.
2. The municipal certified recycling coordinator services shall consist of, and be limited to, review and execution of the recycling tonnage report and/or recycling tonnage grant application as required by law, which recycling tonnage report and/or recycling tonnage grant application shall be prepared by the Borough and provided to the municipal certified recycling coordinator for his or her review and execution for submission to the Department.
3. The Township shall be the lead agency in connection with this agreement, and the employer of the municipal certified recycling coordinator for the provision of services provided in connection with this agreement as set forth in paragraph 2.
4. This agreement shall be effective for the period commencing upon the execution date of this agreement and shall continue for a period of one year. It is the intent of the parties to review and evaluate this shared services agreement for renewal at the end of the term; however, the agreement may be terminated by either of the parties during this term.
5. All notices required by this agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the municipal clerk of each party at the address listed in the preamble of this agreement.
6. This agreement constitutes the entire agreement between the Borough and the Township and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
7. The parties agree that this agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.
8. The parties agree that it is in the best interest of their respective taxpayers and citizens to avoid litigation if at all possible. Therefore, the parties agree to jointly mediate any and all outstanding issues pertaining to the services provided by the municipal certified recycling coordinator, not specifically provided for in this agreement.
9. The Borough shall indemnify, defend and hold harmless, the Township, its officers, employees and agents from and against any and all claims of whatsoever nature or type arising from this agreement and specially as may arise from employees or former employees of the Borough who are or may be affected by this agreement and the provision of services to the Borough hereunder by the Township. However, the Borough shall neither indemnify or hold harmless the Township for actions upon which a demand or claim or assertion of liability are found to have arisen outside the course of carrying out official duties on behalf the Borough of which were beyond the scope of performing official duties or performed in bad faith, or which constituted actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of all reasonable fees and costs and damages, if any in the defense of any claim by a third person. The Township shall have the option of either requiring the Borough to tender a defense on behalf of the Township or selecting its own counsel to defend the Township's interests for which the Borough will pay all reasonable fees and costs for any claims subject to indemnification hereunder.
10. The rights, duties and obligations of this agreement may not be assigned without either party's written consent.
11. It is agreed that a failure or delay in the enforcement of any of the provisions of this agreement by either party shall not constitute a waiver of those provisions.

12. If any provision or provisions of this agreement be determined to be invalid or contrary to New Jersey law and only those provisions shall be struck and the remaining provisions of this agreement shall survive.
13. In the event that this agreement shall be invalidated by a court of competent jurisdiction then, at the option of the Township, the Township shall continue to provide the services specified herein on an interim of emergency basis for a period of ninety (90) days as permitted within an order of the court.
14. The parties acknowledge and agree that they are associated for only the purposes set forth in this agreement and each is a public entity separate and distinct from the other. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.
15. Professional Liability Coverage is through the Joint Insurance Fund for each municipality. Each municipality shall provide coverage for the services, which are specifically performed for the respective municipality.
16. The parties hereto represent and warrant that the person executing this agreement has the full power and authority to enter into this agreement and that this agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

RESOLUTION 16-0201.10(d)

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF PINE BEACH FOR MUNICIPAL CERTIFIED RECYCLING COORDINATOR SERVICES

WHEREAS, the "Uniform Shared Services and Consolidation Act." N.J.S.A. 40A:65-1 et. seq . authorizes the Township of Long Beach to enter into an agreement for the provision of certain governmental services with the Borough of Pine Beach; and

WHEREAS, N.J.S.A. 40A:65-5 requires such an agreement to be authorized by resolution; and

WHEREAS, it is the desire of the Board of Commissioners to authorize the execution of a Shared Service Agreement with the Borough of Pine Beach for Municipal Certified Recycling Coordinator Services.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach, County of Ocean, State of New Jersey, as follows:

4. The Mayor and Municipal Clerk are hereby authorized to execute a Shared Services Agreement with the Borough of Pine Beach for Municipal Certified Recycling Coordinator Services in accordance with the provisions of law. A copy of said agreement is attached hereto and made a part hereof as Schedule 'A'.
5. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Municipal Clerk's office during normal business hours.
6. That a certified copy of this resolution shall be forwarded to:
 - The Division of Local Government Services
 - The Borough of Pine Beach
 - Chief Financial Officer of Long Beach Township

SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF PINE BEACH AND THE TOWNSHIP OF LONG BEACH, OCEAN COUNTY, NEW JERSEY

THIS AGREEMENT, made this ____ day of _____, 2016, by and between the Township of Long Beach, a municipal corporation of the State of New Jersey, having its principal offices located at 6805 Long Beach Boulevard, Brant Beach, New Jersey, 08008, hereinafter referred to as "Township" and the Borough of Pine Beach, a municipal corporation of the State of New Jersey, having its principal offices located at 599 Pennsylvania Avenue, Pine Beach, New Jersey, 08741, hereinafter referred to as "Borough"; and collectively the Township and the Borough referred to as "the parties".

WITNESSETH

WHEREAS, N.J.S.A. 13:1E-99:16 provides that each municipality in the State of New Jersey shall designate one or more persons as the municipal certified recycling coordinator who shall have completed the requirements of a course of instruction in various aspects of recycling program management as determined or administered by the Department of Environmental Protection (hereinafter "Department"); and

WHEREAS, both municipalities currently and independently provide a municipal recycling system to the residents and taxpayers of each municipality in accordance with the requirements of law; and

WHEREAS, the Borough is currently without the services of a certified recycling coordinator; and

WHEREAS, the Township has an employee designated as a municipal certified recycling coordinator who is capable of supplying such services to the Borough; and

WHEREAS, the Borough and the Township have pursued a plan for providing shared services for the position of municipal certified recycling coordinator; and

WHEREAS, as such, the Borough designates the Township as the provider for municipal certified recycling coordinator duties and services within the Borough hereinafter set forth; and

WHEREAS, N.J.S.A 40:65-1 et seq. specifically authorizes local government units to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the Township and the Borough do hereby agree as follows:

AGREEMENT

1. The parties shall share the municipal certified recycling coordinator services and duties wherein the Township shall provide the Borough with its municipal certified recycling coordinator in accordance with this agreement.
2. The municipal certified recycling coordinator services shall consist of, and be limited to, review and execution of the recycling tonnage report and/or recycling tonnage grant application as required by law, which recycling tonnage report and/or recycling tonnage grant application shall be prepared by the Borough and provided to the municipal certified recycling coordinator for his or her review and execution for submission to the Department.
3. The Township shall be the lead agency in connection with this agreement, and the employer of the municipal certified recycling coordinator for the provision of services provided in connection with this agreement as set forth in paragraph 2.
4. This agreement shall be effective for the period commencing upon the execution date of this agreement and shall continue for a period of one year. It is the intent of the parties to review and evaluate this shared services agreement for renewal at the end of the term; however, the agreement may be terminated by either of the parties during this term.
5. All notices required by this agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the municipal clerk of each party at the address listed in the preamble of this agreement.
6. This agreement constitutes the entire agreement between the Borough and the Township and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
7. The parties agree that this agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.
8. The parties agree that it is in the best interest of their respective taxpayers and citizens to avoid litigation if at all possible. Therefore, the parties agree to jointly mediate any and all outstanding issues pertaining to the services provided by the municipal certified recycling coordinator, not specifically provided for in this agreement.
9. The Borough shall indemnify, defend and hold harmless, the Township, its officers, employees and agents from and against any and all claims of whatsoever nature or type arising from this agreement and specially as may arise from employees or former employees of the Borough who are or may be affected by this agreement and the provision of services to the Borough hereunder by the Township. However, the Borough shall neither indemnify or hold harmless the Township for actions upon which a demand or claim or assertion of liability are found to have arisen outside the course of carrying out official duties on behalf the Borough of which were beyond the scope of performing official duties or performed in bad faith, or which constituted actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of all reasonable fees and costs and damages, if any in the defense of any claim by a third person. The Township shall have the option of either requiring the Borough to tender a defense on behalf of the Township or

selecting its own counsel to defend the Township's interests for which the Borough will pay all reasonable fees and costs for any claims subject to indemnification hereunder.

10. The rights, duties and obligations of this agreement may not be assigned without either party's written consent.
11. It is agreed that a failure or delay in the enforcement of any of the provisions of this agreement by either party shall not constitute a waiver of those provisions.
12. If any provision or provisions of this agreement be determined to be invalid or contrary to New Jersey law and only those provisions shall be struck and the remaining provisions of this agreement shall survive.
13. In the event that this agreement shall be invalidated by a court of competent jurisdiction then, at the option of the Township, the Township shall continue to provide the services specified herein on an interim of emergency basis for a period of ninety (90) days as permitted within an order of the court.
14. The parties acknowledge and agree that they are associated for only the purposes set forth in this agreement and each is a public entity separate and distinct from the other. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.
15. Professional Liability Coverage is through the Joint Insurance Fund for each municipality. Each municipality shall provide coverage for the services, which are specifically performed for the respective municipality.
16. The parties hereto represent and warrant that the person executing this agreement has the full power and authority to enter into this agreement and that this agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

RESOLUTION 16-0201.10(e)

A RESOLUTION OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF STAFFORD FOR ANIMAL CONTROL SERVICES FY 2016

WHEREAS, the Shared Service Services Act, N.J.S.A. 40A:65-4(3)b, authorizes two or more municipalities to enter into a mutual service agreement for the provision of certain governmental services; and

WHEREAS, it is deemed to be in the public interest for the Township of Long Beach to execute such an agreement with the Township of Stafford for the provision of animal control services in accordance with the terms set forth in the said Agreement for 2016; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach, County of Ocean, State of New Jersey that the Mayor and Municipal Clerk are hereby authorized to execute a Shared Services Agreement with the Township of Stafford for the provision of Animal Control Services for 2016, a copy of which is attached hereto, in accordance with the provisions of law; and

BE IT FURTHER RESOLVED that this Resolution shall take effect January 1, 2016 thru December 31, 2016.

RESOLUTION 16-0201.10(f)

RESOLUTION OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE COUNTY OF OCEAN FOR VARIOUS SERVICES UNDER "SCHEDULE C"

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1 et seq. authorizes the Township of Long Beach to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1 et seq. requires such contracts be authorized by resolution of the Governing Body; and

WHEREAS, the County of Ocean has created and established a program to assist municipalities and governmental agencies in the repair and maintenance of municipal streets and property in addition to providing certain materials and supplies in connection therewith; and

WHEREAS, the Governing Body of the Township of Long Beach has requested the County to provide certain various services on certain municipal streets and property within the municipality at a cost not to exceed \$910,000.00; and

Schedules A & B attached hereto.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach that the Chief Financial Officer be and she is hereby approve the increases to the 2016 Temporary Current Fund Budget.

SCHEDULE A

REV & FINANCE	S & W	6-01-20-100-010	\$3,200.00	PUBLIC WORKS	S & W	6-01-26-300-010	\$266,500.00
	O & E	6-01-20-100-100	\$200.00		O & E	6-01-26-300-100	\$57,400.00
PUBLICITY	O & E	6-01-20-101-100	\$50.00	PUB BLDGS & GRNDS	S & W	6-01-26-310-011	\$75,000.00
MUN CLERK	S & W	6-01-20-120-010	\$72,000.00	PUB BLDGS & GRNDS	O & E	6-01-26-310-100	\$40,000.00
	O & E	6-01-20-120-100	\$5,000.00	RECYCLING	S & W	6-01-26-307-011	\$47,500.00
ADVERTISING	O & E	6-01-20-120-200	\$500.00		O & E	6-01-26-307-100	\$1,000.00
ELECTION	O & E	6-01-20-121-100	\$0.00	BEACH EROSION	O & E	6-01-26-311-100	\$200.00
FIN ADMIN	S & W	6-01-20-130-010	\$50,000.00	BRD OF HEALTH	S & W	6-01-27-330-010	\$101,140.00
	O & E	6-01-20-130-100	\$2,000.00		O & E	6-01-27-330-100	\$15,000.00
AUDITING	O & E	6-01-20-135-100	\$100.00	ANIMAL CONTROL	O & E	6-01-27-340-100	\$3,000.00
PURCHASING	S & W	6-01-20-131-010	\$2,500.00	HANDICAP ADA	O & E	6-01-27-360-000	\$50.00
	O & E	6-01-20-131-100	\$100.00	AID TO DEM VIOLENCE	O & E	6-01-27-362-000	\$50.00
CENTRALIZED PURCHASING	O&E	6-01-20-132-100	\$2,500.00	RECREATION	O & E	6-01-28-370-100	\$500.00
TAX COLLECTION	S & W	6-01-20-145-010	\$34,000.00	PARKS & PLAYGROUNDS	S & W	6-01-28-375-011	\$7,200.00
	O & E	6-01-20-145-100	\$1,500.00	LIFEGUARDS	S & W	6-01-28-380-011	\$52,460.00
TAX ASSESSMENT	S & W	6-01-20-150-010	\$43,000.00		O & E	6-01-28-380-100	\$30,000.00
	O & E	6-01-20-150-100	\$3,000.00	BEACH BADGE	S & W	6-01-28-381-011	\$600.00
LEGAL	O & E	6-01-20-155-100	\$20,000.00		O & E	6-01-28-381-100	\$27,500.00
LOBBYIST-BEACH REPLEN	O & E	6-01-20-156-100	\$9,000.00	ACCUM ABSENCES	O & E	6-01-30-415-000	\$100.00
CONSULTING SERVICES	O&E	6-01-20-158-100	\$500.00	CELEB PUB EVENTS	O & E	6-01-30-420-000	\$100.00
ENGINEERING	O & E	6-01-20-165-100	\$15,000.00	UTILITY CHARGES			
LAND USE	S & W	6-01-21-180-010	\$26,000.00	ELECTRICITY	O & E	6-01-31-430-000	\$20,000.00
	O & E	6-01-21-180-100	\$2,500.00	STREET LIGHTING	O & E	6-01-31-435-000	\$50,000.00
UNIF CONST CODE (I/C)	S & W	6-01-22-195-010	\$74,000.00	TELEPHONE	O & E	6-01-31-440-000	\$30,000.00
	O & E	6-01-22-195-100	\$3,000.00	NATURAL GAS	O & E	6-01-31-446-000	\$5,000.00
UNIF CONST CODE (O/C)	S & W	6-01-22-195-201	\$45,000.00	GASOLINE	O & E	6-01-31-447-000	\$20,000.00
	O & E	6-01-22-195-300	\$30,000.00	SHARED EQUIP	O & E	6-01-31-451-100	\$40,000.00
OTHER INSURANCE				COMM RATING	S & W	6-01-31-470-010	\$3,800.00
OTHER INSURANCE	O & E	6-01-23-210-000	\$4,000.00		O & E	6-01-31-470-100	\$2,500.00
GENERAL LIABILITY	O & E	6-01-23-210-000	\$132,000.00	TRANSPORTATION	S&W	6-01-31-471-011	\$1,000.00
SURETY BONDS	O & E	6-01-23-210-001	\$0.00		O & E	6-01-31-471-100	\$1,000.00
WORKERS COMP	O & E	6-01-23-215-000	\$285,600.00	SOC SECURITY	O & E	6-01-36-472-000	\$150,000.00
GRP INS EMPLOYEES	O & E	6-01-23-220-000	\$1,300,000.00	I/L POLICE	O & E	6-01-42-100-000	\$50.00
UNEMPLOY INS	O & E	6-01-23-225-000	\$15,100.00	I/L DISPATCHING	O & E	6-01-42-150-100	\$100.00
PUB AFF/SAFETY DIR	S & W	6-01-25-200-010	\$5,880.00	I/L BRD OF HEALTH	O & E	6-01-42-100-000	\$50.00
	O & E	6-01-25-200-100	\$1,000.00	MUN COURT	S & W	6-01-43-490-010	\$38,500.00
POLICE DEPT	S & W	6-01-25-240-010	\$1,300,000.00		O & E	6-01-43-490-100	\$3,000.00
	O & E	6-01-25-240-100	\$200,000.00	MUN PUB DEFENDER	O & E	6-01-43-495-100	\$2,100.00
911 EMERG	S & W	6-01-25-250-010	\$50.00	CAP IMP FUND	O & E	6-01-44-900-000	\$100.00
	O & E	6-01-25-250-100	\$50.00	RES FOR BEACH REPLENISH	O & E	6-01-44-920-100	\$100,000.00
EMERGENCY MNGT	S & W	6-01-25-252-011	\$100.00	PURCH OF REAL PROPERTY	O & E	6-01-44-916-103	\$0.00
EMERGENCY MNGT	O & E	6-01-25-252-100	\$2,000.00	BOND PRINCIPAL	O & E	6-01-45-920-000	\$200,000.00
PROSECUTOR'S OFFICE	S & W	6-01-25-275-010	\$0.00	BOND INTEREST	O & E	6-01-45-930-000	\$86,000.00
	O & E	6-01-25-275-100	\$3,770.00	NOTE PRINCIPAL	O & E	6-01-45-925-000	\$875,000.00
PUBLIC WORKS DIR	S & W	6-01-26-200-010	\$3,200.00	NOTE INTEREST	O & E	6-01-45-935-000	\$86,667.00
	O & E	6-01-26-200-100	\$200.00	GREEN TRUST LOAN	O & E	6-01-45-950-000	\$15,000.00
STREETS & RDS	S & W	6-01-26-290-010	\$145,750.00	PERS CONTRIBUTION	O & E	6-01-36-471-000	\$410,885.00
	O & E	6-01-26-290-100	\$35,200.00	PFRS CONTRIBUTION	O & E	6-01-36-475-000	\$987,598.00
SCHEDULE "C"	O & E	6-01-26-300-020	\$1,000.00	DCRP CONTRIBUTION	O & E	6-01-36-476-000	\$500.00
GARBAGE & TRASH	O & E	6-01-26-305-100	\$285,800.00				\$3,854,150.00
SANITARY LANDFILL	O & E	6-01-26-306-100	\$40,000.00				
			\$4,205,350.00			TOTAL BUDGET:	\$8,059,500.00

SCHEDULE B

REV & FINANCE	S & W	6-01-20-100-010	\$3,200.00	PUBLIC WORKS	S & W	6-01-26-300-010	\$266,500.00
	O & E	6-01-20-100-100	\$200.00		O & E	6-01-26-300-100	\$57,400.00
PUBLICITY	O & E	6-01-20-101-100	\$50.00	PUB BLDGS & GRNDS	S & W	6-01-26-310-011	\$75,000.00
MUN CLERK	S & W	6-01-20-120-010	\$72,000.00	PUB BLDGS & GRNDS	O & E	6-01-26-310-100	\$40,000.00
	O & E	6-01-20-120-100	\$7,500.00	RECYCLING	S & W	6-01-26-307-011	\$47,500.00
ADVERTISING	O & E	6-01-20-120-200	\$500.00		O & E	6-01-26-307-100	\$1,000.00
ELECTION	O & E	6-01-20-121-100	\$0.00	BEACH EROSION	O & E	6-01-26-311-100	\$200.00
FIN ADMIN	S & W	6-01-20-130-010	\$50,000.00	BRD OF HEALTH	S & W	6-01-27-330-010	\$101,140.00
	O & E	6-01-20-130-100	\$2,000.00		O & E	6-01-27-330-100	\$15,000.00
AUDITING	O & E	6-01-20-135-100	\$100.00	ANIMAL CONTROL	O & E	6-01-27-340-100	\$3,000.00
PURCHASING	S & W	6-01-20-131-010	\$2,500.00	HANDICAP ADA	O & E	6-01-27-360-000	\$50.00
	O & E	6-01-20-131-100	\$500.00	AID TO DEM VIOLENCE	O & E	6-01-27-362-000	\$50.00
CENTRALIZED PURCHASING	O & E	6-01-20-132-100	\$2,500.00	RECREATION	O & E	6-01-28-370-100	\$500.00
TAX COLLECTION	S & W	6-01-20-145-010	\$34,000.00	PARKS & PLAYGROUNDS	S & W	6-01-28-375-011	\$7,200.00
	O & E	6-01-20-145-100	\$2,000.00	LIFEGUARDS	S & W	6-01-28-380-011	\$52,460.00
TAX ASSESSMENT	S & W	6-01-20-150-010	\$43,000.00		O & E	6-01-28-380-100	\$30,000.00
	O & E	6-01-20-150-100	\$5,000.00	BEACH BADGE	S & W	6-01-28-381-011	\$1,000.00
LEGAL	O & E	6-01-20-155-100	\$20,000.00		O & E	6-01-28-381-100	\$27,500.00
LOBBYIST-BEACH REPLEN	O & E	6-01-20-156-100	\$9,000.00	ACCUM ABSENCES	O & E	6-01-30-415-000	\$100.00
CONSULTING SERVICES	O & E	6-01-20-158-100	\$500.00	CELEB PUB EVENTS	O & E	6-01-30-420-000	\$100.00
ENGINEERING	O & E	6-01-20-165-100	\$15,000.00	UTILITY CHARGES			
LAND USE	S & W	6-01-21-180-010	\$26,000.00	ELECTRICITY	O & E	6-01-31-430-000	\$20,000.00
	O & E	6-01-21-180-100	\$2,500.00	STREET LIGHTING	O & E	6-01-31-435-000	\$50,000.00
UNIF CONST CODE (I/C)	S & W	6-01-22-195-010	\$74,000.00	TELEPHONE	O & E	6-01-31-440-000	\$30,000.00
	O & E	6-01-22-195-100	\$3,000.00	NATURAL GAS	O & E	6-01-31-446-000	\$7,500.00
UNIF CONST CODE (O/C)	S & W	6-01-22-195-201	\$45,000.00	GASOLINE	O & E	6-01-31-447-000	\$40,000.00
	O & E	6-01-22-195-300	\$30,000.00	SHARED EQUIP	O & E	6-01-31-451-100	\$40,000.00
OTHER INSURANCE				COMM RATING	S & W	6-01-31-470-010	\$3,800.00
OTHER INSURANCE	O & E	6-01-23-210-000	\$4,000.00		O & E	6-01-31-470-100	\$2,500.00
GENERAL LIABILITY	O & E	6-01-23-210-000	\$132,000.00	TRANSPORTATION	S & W	6-01-31-471-011	\$1,000.00
SURETY BONDS	O & E	6-01-23-210-001	\$0.00		O & E	6-01-31-471-100	\$1,000.00
WORKERS COMP	O & E	6-01-23-215-000	\$285,600.00	SOC SECURITY	O & E	6-01-36-472-000	\$150,000.00
GRP INS EMPLOYEES	O & E	6-01-23-220-000	\$1,300,000.00	I/L POLICE	O & E	6-01-42-100-000	\$50.00
UNEMPLOY INS	O & E	6-01-23-225-000	\$15,100.00	I/L DISPATCHING	O & E	6-01-42-150-100	\$100.00
PUB AFF/SAFETY DIR	S & W	6-01-25-200-010	\$5,880.00	I/L BRD OF HEALTH	O & E	6-01-42-100-000	\$50.00
	O & E	6-01-25-200-100	\$1,000.00	MUN COURT	S & W	6-01-43-490-010	\$38,500.00
POLICE DEPT	S & W	6-01-25-240-010	\$1,300,000.00		O & E	6-01-43-490-100	\$3,000.00
	O & E	6-01-25-240-100	\$255,000.00	MUN PUB DEFENDER	O & E	6-01-43-495-100	\$2,100.00
911 EMERG	S & W	6-01-25-250-010	\$50.00	CAP IMP FUND	O & E	6-01-44-900-000	\$100.00
	O & E	6-01-25-250-100	\$50.00	RES FOR BEACH REPLENISH	O & E	6-01-44-920-100	\$500,000.00
EMERGENCY MNGT	S & W	6-01-25-252-011	\$100.00	PURCH OF REAL PROPERTY	O & E	6-01-44-916-103	\$0.00
EMERGENCY MNGT	O & E	6-01-25-252-100	\$2,000.00	BOND PRINCIPAL	O & E	6-01-45-920-000	\$200,000.00
PROSECUTOR'S OFFICE	S & W	6-01-25-275-010	\$0.00	BOND INTEREST	O & E	6-01-45-930-000	\$86,000.00
	O & E	6-01-25-275-100	\$3,770.00	NOTE PRINCIPAL	O & E	6-01-45-925-000	\$875,000.00
PUBLIC WORKS DIR	S & W	6-01-26-200-010	\$3,200.00	NOTE INTEREST	O & E	6-01-45-935-000	\$86,667.00
	O & E	6-01-26-200-100	\$200.00	GREEN TRUST LOAN	O & E	6-01-45-950-000	\$15,000.00
STREETS & RDS	S & W	6-01-26-290-010	\$145,750.00	PERS CONTRIBUTION	O & E	6-01-36-471-000	\$410,885.00
	O & E	6-01-26-290-100	\$35,200.00	PFRS CONTRIBUTION	O & E	6-01-36-475-000	\$987,598.00
SCHEDULE "C"	O & E	6-01-26-300-020	\$1,000.00	DCRP CONTRIBUTION	O & E	6-01-36-476-000	\$500.00
GARBAGE & TRASH	O & E	6-01-26-305-100	\$285,800.00				
SANITARY LANDFILL	O & E	6-01-26-306-100	\$40,000.00				
			\$4,265,750.00				
				TOTAL BUDGET:			\$8,542,800.00

20. Resolution 16-0201.13:

Declaration of Emergency and Provision for Appropriation of Emergency Funding

Resolution 16-0201.13

DECLARATION OF EMERGENCY AND PROVISION FOR APPROPRIATION OF EMERGENCY FUNDING FOR THE TOWNSHIP OF LONG BEACH

WHEREAS, an emergency occurred in the Township of Long Beach as a result of Winter Storm "Jonas" striking Long Beach Island on Friday, January 22nd 2016 extending through Sunday morning, January 24th 2016 causing widespread severe erosion to the beaches of Long Beach Township; and

WHEREAS, the full extent of the damage and cost of repairs cannot be ascertained at the current time; and

WHEREAS, the Chief Financial Officer of the Township of Long Beach has certified that all necessary funds needed on a temporary basis shall be fully funded by an appropriate Bond Authorization Ordinance when the extent of funds has been determined; and

WHEREAS, a temporary emergency appropriation is necessary to undertake urgent emergency work.

NOW, THEREFORE, BE IT RESOLVED pursuant to N.J.S.A. 40A:11-6 and appropriate provisions of the New Jersey Administrative Code, that the sum of \$750,000.00 shall be and is hereby appropriated to undertake urgent emergency repairs and the Chief Financial Officer shall seek all appropriate reimbursement from appropriate insurance policies and State and Federal funding.

21. Resolution 16-0201.14(a&b): Approve various Change Orders:

- a. Demaio Electrical Company, Inc. reduction (\$4,529.65)
- b. DSC Construction, Inc.: C.O.#3 increase \$27,555.36

RESOLUTION 16-0201.14(a)

RESOLUTION AUTHORIZING A CHANGE ORDER FOR NORTH BEACH PUMP STATION SITE RESTORATION AND GENERATOR REPLACEMENT OF THE TOWNSHIP OF LONG BEACH

WHEREAS Demaio Electrical Company Inc., was awarded a contract for the North Beach Pump Station Site Restoration and Generator Replacement in the Township of Long Beach as per Resolution 13-1230.09(c), in the amount of Two Hundred Twenty Seven Thousand, Three Hundred Dollars (\$227,300.00); and

WHEREAS, as a result of the final quantities of work, a reduction in the overall project cost has occurred and the final cost is Two Hundred Twenty Two Thousand, Seven Hundred Seventy Dollars and Thirty Five Cents (\$222,770.35); and

WHEREAS, these changes have resulted in Reverse Change Order #1 of the original contract and has been approved and certified by the Municipal Engineer. Said detailed Certification contains all the facts associated with this Reverse Change Order in accordance with state statutes and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Long Beach hereby approve Reverse Change Order #1 in the amount of Four Thousand Five Hundred Twenty Nine Hundred and Sixty Five Cents (\$4,529.65) for the North Beach Pump Station Site Restoration and Generator Replacement in the Township of Long Beach.

RESOLUTION 16-0201.14(b)

RESOLUTION AUTHORIZING CHANGE ORDER #3 FOR THE 2013 WATER MAIN REPLACEMENT PROJECT NJEIT PROJECT # 1517001-014, IN THE TOWNSHIP OF LONG BEACH

WHEREAS, DSC Construction Company, Inc. was awarded a contract for the 2013 Water Main Replacement Project, NJEIT Project #151700-014 in the Township of Long Beach pursuant to Resolution 13-1230.09(a), in an not to exceed not to exceed One Million Eight Hundred Fifty Seven Thousand Three Hundred Seventy Dollars No Cents (\$1,857,370.00) as per the bid on December 12, 2013; and

WHEREAS, Change Order #1 was approved pursuant to Resolution 14-0620.07(b) for additional costs and extra work; and

WHEREAS, Change Order #2 was approved pursuant to Resolution 15-0619.13 for additional costs and additional work required; and

WHEREAS, based on the actual project, additional changes in accordance with the project supplementary specifications to the scope of the project have resulted in unexpected additional costs detailed in Change Order #3; and

WHEREAS, sufficient funds are available and certified by the Chief Financial Officer from the Appropriation created by Ordinance 13-40, Water Main Replacement (NJEIT) #U-08-55-959-901 in the amount of \$27,555.36.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach at a regular scheduled meeting, (not less than two-thirds (2/3) of the members thereof affirmatively concurring) this 1st day of February 2016 that DSC Construction Company, Inc., 308 Lexington Avenue, Bayville, NJ 08721, be and is hereby awarded Change Order #3 in the amount of Twenty Seven Thousand Five Hundred Fifty Five Dollars and Thirty Six Cents (\$27,555.36) for payment of the additional work required to complete the 2013 Water Main Replacement Project, NJEIT Project #151700-014 in the Township of Long Beach. Change Order #3 represents a 1.48% increase to the original contract amount.

22. Resolution 16-0201.15: Appoint a Certifying Officer for the payment of Township Obligations: Elizabeth Jones, CFO

RESOLUTION 16-0201.15

BE IT RESOLVED that the Board of Commissioners of the Township of Long Beach hereby authorizes and approves the designation of Elizabeth Jones, CFO, as Certifying Officer for the review and payment of claims and other various obligations of the Township of Long Beach pursuant to Chapter 5-7.D. and 5-7.D. (5) of the Code, and in accordance with the Local Public Contracts Law.

23. Resolution 16-0201.16: Approve Bills & Payroll
Bills in the amount of: \$ 6,976,693.19
Payroll in the amount of: \$ 966,371.60

RESOLUTION 16-0201.16

RESOLUTION OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE PAYMENT OF TOWNSHIP BILLS

WHEREAS, the Chief Financial Officer and various Department Heads of the Township of Long Beach have carefully examined all vouchers presented for the payment of claims; and

WHEREAS, after due consideration of the said vouchers, the Board of Commissioners of the Township of Long Beach has approved payment of same; and

WHEREAS, Payroll Department has certified and submitted a request for approval of Township payroll in the amount of \$966,371.60.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach as follows:

1. The said approved vouchers amounting to the sum of \$6,976,693.19 be and the same are hereby authorized to be paid on Monday, February 1, 2016.

2. The said approved payroll amounting to the sum of \$ 966,371.60 be and the same are hereby authorized to be paid on Monday, February 1, 2016.

The Municipal Clerk be and she is hereby directed to list on the page in the Minute Book following the Minutes of this meeting all of the said vouchers hereby authorized to be paid.

Motion to approve Items 19 thru 23:

Motion: Lattanzi

Ayes: Lattanzi, Bayard, Mancini

Second: Bayard

Nays:

Mayor Mancini states the Tax Collector and Treasurers' Reports for the month of December 2015 are on file in the Municipal Clerk's Office.

COMMISSIONERS' REPORTS

Commissioner Lattanzi sadly noted the unexpected passing of Bill Kunz of Brant Beach; he was remembered as an active member of the community and a wonderful friend to Long Beach Township. He further went on to note the Township budget had been impacted by the recent nor'easter storm which had resulted in widespread beach erosion. He anticipated monetary aid from the State of New Jersey to help defray the associated cost(s).

Commissioner Bayard noted some changes to the Township Trash/Recycling Calendar. He advised the Brant Beach Water Tower Project had been completed, and the Holgate Water Tower Project would soon be underway. The Sewer Project on Joan Avenue in Holgate had begun.

Mayor Mancini announced the next meeting of the Land Use Board and that Second Reading and Public Hearing for Ordinances 16-01C, 16-02C, 16-03C, 16-04C, 16-05C, 16-06C and 16-07 would take place at the public meeting held on March 7, 2016 at 4:00 pm.; and provided updates from the Police Department.

The Mayor extended condolences to the Kunz Family and remembered Bill as a strong community leader who possessed vast knowledge of the local school system and school boards; his Long Beach Township family and the entire community would profoundly miss him. Mayor Mancini also noted the recent retirement of the Township Court Administrator, Helen Jean Robinson, after 31 years of exceptional service. Maureen Daniels was welcomed as the new Court Administrator.

Kyle Ominski, Administrator provided an update on the Beach Storm Reduction Project; the dredge was due back to the Holgate section of Long Beach Township in March. Inlet dredging was anticipated begin at that time, as well.

Mayor Mancini commented that he had worked for seven years to secure the dredging of the inlet, crucially needed to not only clear the waterway, but to re-distribute the collected sand back to its original location, the beach.

Lynda Wells, Municipal Clerk commented on the revised Public Meeting Schedule for 2016, noting the Board of Commissioners would hold monthly meetings at 4:00pm in the Municipal Court Room. Schedules were available to the public.

OPEN PUBLIC SESSION

Roger Gayley/Beach Haven Park asked for information regarding various traffic light upgrades, the impact of heavy trucks carrying sand on Long Beach Blvd., and the availability of transport vehicles to assist patrons accessing beaches.

Mayor Mancini responded the traffic lights were required to be updated to meet current Codes, and an additional 3 - 4 new lights would be erected. These lights would operate during the summer season and change to blinking signals during the off-season. The heavy dump trucks transporting sand had no adverse effect on Long Beach Blvd. Beach accesses would be surfaced with "hard-pack" prior to the summer season, and the Gator Transports would continue to be provided to elderly or handicapped persons needing assistance to access the beach(es).

Marianne Hurley/Holgate thanked the Board of Commissioners for their help in the wake of the recent nor'easter storm that caused severe erosion in Holgate.

John Connolly/Beach Haven Crest asked that current information concerning storms as they occur be posted on the Township website.

Commissioner Lattanzi suggested citizens visit the Township's Facebook page which was the fastest way to review storm conditions in "real time". Mayor Mancini and Kyle Ominski would look into placing up to date conditions on the Township website, as well.

Don O'Brien/Brant Beach continued efforts to resurrect the Surfflight Theatre.

Mayor Mancini thanked Mr. O'Brien for his efforts.

CLOSE PUBLIC SESSION

Motion for adjournment at 4:26pm:

Motion: Lattanzi

Ayes: Lattanzi, Bayard, Mancini

Second: Bayard

Nays:

Lynda J. Wells, RMC
Municipal Clerk

Joseph H. Mancini, Mayor

Ralph H. Bayard, Commissioner

Dr. Joseph P. Lattanzi, Commissioner