

RESOLUTIONS ADOPTED BY CITY COUNCIL MARCH 22, 2011

R70-11 RESOLUTION TONNAGE GRANT APPLICATION

R71-11 RESOLUTION APPOINTING LILLIAN GRAUMAN AS AN ALTERNATE 2 MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

R72-11 RESOLUTION APPROVING SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE MONMOUTH COUNTY HEALTH DEPARTMENT FOR PUBLIC HEALTH PREPAREDNESS RESPONSE TO BIOTERRORISM, RESPONSE TO INFECTIOUS DISEASE AND OTHER PUBLIC HEALTH THREATS AND EMERGENCIES

R73-11 RESOLUTION APPROVING 2010/2011 LIQUOR LICENSE RENEWAL OF 565 BROADWAY INC. 1325-33-001-005

R74-11 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR POLICE OFFICER REPRESENTATION (PAUL ZAGER, ESQ.)

R75-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR 2011 FATHERS DAY CAR SHOW

R76-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR WEST END CRUISE NIGHT

R77-11 RESOLUTION AUTHORIZING THE MAYOR TO SIGN ADAM STREET SETTLEMENT AGREEMENT

R78-11 RESOLUTION RELEASING GUARANTEES (VARIOUS)

R79-11 RESOLUTION REDUCING REQUIRED PERFORMANCE GUARANTEES (BLOCK 228 LOT 5)

R80-11 RESOLUTION INTRODUCTION 2011 MUNICIPAL BUDGET

R81-11 RESOLUTION 2011 EMERGENCY TEMPORARY APPROPRIATIONS

R82-11 RESOLUTION APPROVAL PAYMENT OF BILLS

R83-11 RESOLUTION REQUESTING AUTHORIZATION TO SUBMIT AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR \$162,700 IN MATCHING FUNDS TO SUPPLEMENT SALARIES AND EQUIPMENT FOR FOUR UEZ POLICE OFFICERS

R84-11 RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AGREEMENT WITH LOCAL 1034 (BLUE COLLAR)

R85-11 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT WITH LOCAL 1034 (WHITE COLLAR) **(REMOVED)**

R86-11 RESOLUTION 2010 BUDGET APPROPRIATION RESERVE TRANSFERS

R87-11 RESOLUTION AWARDDING CONTRACT TO DW SMITH FOR ENGINEERING SERVICES **(REMOVED)**

RESOLUTION TONNAGE GRANT APPLICATION

- WHEREAS,** The Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and
- WHEREAS,** It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and
- WHEREAS,** The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and
- WHEREAS,** The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and
- WHEREAS,** A resolution authorizing this municipality to apply for the **2009 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of City Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and
- WHEREAS,** Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that Long Branch hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Fred Migliaccio, CPWM to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON MARCH 20, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 20th DAY OF MARCH, 2011
Kathy L. Scheele
 MUNICIPAL CLERK, R.N.C.

TAX REIMBURSEMENT CERTIFICATION

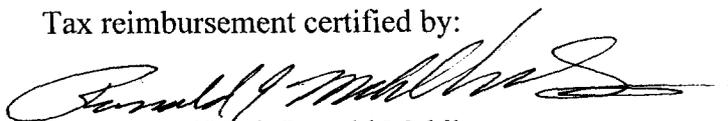
WHEREAS, The Recycling Enhancement Act, P.L.2007, chapter 311, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, There is levied upon the owner or operator of every solid waste facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the solid waste facility.

WHEREAS, Whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant moneys received by the municipality shall be expended only for its recycling program.

NOW THEREFORE BE IT RESOLVED by the City of Long Branch that the City of Long Branch hereby certifies a submission of expenditure for taxes paid pursuant to P.L.2007, chapter 311, in 2010 in the amount of **\$45,467.88**. Documentation supporting this submission is available at City Hall 344 Broadway, Long Branch, NJ and shall be maintained for no less than five years from this date.

Tax reimbursement certified by:



Name of Official: Ronald Mehlhorn

Title of Official: Chief Financial Officer

Date: March 15,2011

TAX REIMBURSEMENT STATEMENT MUST BE CERTIFIED USING MUNICIPAL SEAL

Recycling Tonnage Report for

NTY	ICPATRI	TONS	ECTO	MATERIAL	DEPID	COUNTYA	MUNIA	MARKETIN
13	27	22.25	C	Corrugated	01	Monmouth	Long Branch	Mazza-TF
13	27	1.17	C	Corrugated	01	Monmouth	Long Branch	Mazza-Nep
13	27	2.12	C	Corrugated	01	Monmouth	Long Branch	Delisa
13	27	1.44	C	Corrugated	01	Monmouth	Long Branch	GreenStar
13	27	494.93	C	Corrugated	01	Monmouth	Long Branch	JFD Associates
13	27	0.92	C	Corrugated	01	Monmouth	Long Branch	Delisa
13	27	22.54	C	Corrugated	01	Monmouth	Long Branch	JFD Associates
13	27	126.80	C	Corrugated	01	Monmouth	Long Branch	Waste management
13	27	298.84	C	Corrugated	01	Monmouth	Long Branch	Waste management
13	27	199.85	C	Corrugated	01	Monmouth	Long Branch	Freehold Cartage
13	27	68.73	R	Corrugated	01	Monmouth	Long Branch	Waste management
13	27	44.98	C	Mixed Office Paper	02	Monmouth	Long Branch	GreenStar
13	27	42.62	C	Mixed Office Paper	02	Monmouth	Long Branch	JFD Associates
13	27	0.26	C	Mixed Office Paper	02	Monmouth	Long Branch	Delisa
13	27	6.44	R	Mixed Office Paper	02	Monmouth	Long Branch	JFD Associates
13	27	85.38	C	Mixed Office Paper	02	Monmouth	Long Branch	Waste management
13	27	0.23	C	Mixed Office Paper	02	Monmouth	Long Branch	Verizon
13	27	0.78	C	Newspaper	03	Monmouth	Long Branch	Delisa
13	27	19.32	C	Newspaper	03	Monmouth	Long Branch	JFD Associates
13	27	256.15	C	Newspaper	03	Monmouth	Long Branch	Waste management
13	27	0.00	R	Newspaper	03	Monmouth	Long Branch	end market
13	27	0.65	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Delisa
13	27	16.10	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	JFD Associates
13	27	157.9	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Waste management
13	27	213.46	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Waste management
13	27	698.62	R	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Waste management
13	27	5.10	R	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Safeguard
13	27	0.46	C	Glass Containers	05	Monmouth	Long Branch	Delisa
13	27	11.27	C	Glass Containers	05	Monmouth	Long Branch	JFD Associates
13	27	11.24	C	Glass Containers	05	Monmouth	Long Branch	JFD Associates

Recycling Tonnage Report for

13	27	136.18	C	Glass Containers	05	Monmouth	Long Branch	Waste management
13	27	149.42	C	Glass Containers	05	Monmouth	Long Branch	Waste management
13	27	2.12	C	Glass Containers	05	Monmouth	Long Branch	Freehold Cartage
13	27	786.74	R	Glass Containers	05	Monmouth	Long Branch	Waste management
13	27	0.03	C	Aluminum Containers	06	Monmouth	Long Branch	Delisa
13	27	0.80	C	Aluminum Containers	06	Monmouth	Long Branch	JFD Associates
13	27	0.80	C	Aluminum Containers	06	Monmouth	Long Branch	JFD Associates
13	27	10.67	C	Aluminum Containers	06	Monmouth	Long Branch	Waste management
13	27	9.73	C	Aluminum Containers	06	Monmouth	Long Branch	Waste management
13	27	0.15	C	Aluminum Containers	06	Monmouth	Long Branch	Freehold Cartage
13	27	56.20	R	Aluminum Containers	06	Monmouth	Long Branch	Waste management
13	27	0.07	C	Steel Containers	07	Monmouth	Long Branch	Delisa
13	27	1.61	C	Steel Containers	07	Monmouth	Long Branch	JFD Associates
13	27	1.61	C	Steel Containers	07	Monmouth	Long Branch	JFD Associates
13	27	1.12	C	Steel Containers	07	Monmouth	Long Branch	Lorco Petroleum
13	27	21.35	C	Steel Containers	07	Monmouth	Long Branch	Waste management
13	27	0.30	C	Steel Containers	07	Monmouth	Long Branch	Freehold Cartage
13	27	19.45	C	Steel Containers	07	Monmouth	Long Branch	Waste management
13	27	112.39	R	Steel Containers	07	Monmouth	Long Branch	Waste management
13	27	0.10	C	Plastic Containers	08	Monmouth	Long Branch	Delisa
13	27	2.41	C	Plastic Containers	08	Monmouth	Long Branch	JFD Associates
13	27	2.41	C	Plastic Containers	08	Monmouth	Long Branch	JFD Associates
13	27	2.41	C	Plastic Containers	08	Monmouth	Long Branch	JFD Associates
13	27	32.02	C	Plastic Containers	08	Monmouth	Long Branch	Waste management
13	27	0.45	C	Plastic Containers	08	Monmouth	Long Branch	Freehold Cartage
13	27	29.18	C	Plastic Containers	08	Monmouth	Long Branch	Waste management
13	27	168.59	R	Plastic Containers	08	Monmouth	Long Branch	Waste management
13	27	0.00	R	Heavy Iron	09	Monmouth	Long Branch	end market
13	27	2.46	C	Heavy Iron	09	Monmouth	Long Branch	Verizon
13	27	11.60	C	NonFerrous/Aluminum Scrap	10	Monmouth	Long Branch	Mazza-TF
13	27	0.00	R	NonFerrous/Aluminum Scrap	10	Monmouth	Long Branch	end market
13	27	3.95	C	NonFerrous/Aluminum Scrap	10	Monmouth	Long Branch	Verizon

Recycling Tonnage Report for

13	27	185.05	C	White Goods & Light Iron	11	Monmouth	Long Branch	Mazza-TF
13	27	0.16	C	White Goods & Light Iron	11	Monmouth	Long Branch	Mazza-Scrap metal
13	27	0.00	R	White Goods & Light Iron	11	Monmouth	Long Branch	end market
13	27	0.70	C	Anti-freeze	12	Monmouth	Long Branch	Lorco Petroleum
13	27	0.00	C	Anti-freeze	12	Monmouth	Long Branch	Verizon
13	27	0.00	R	Anti-freeze	12	Monmouth	Long Branch	end market
13	27	0.22	C	Batteries (Automobile)	13	Monmouth	Long Branch	Verizon
13	27	2.83	R	Batteries (Automobile)	13	Monmouth	Long Branch	Monmouth HHW
13	27	0.00	C	Automobile Scrap	14	Monmouth	Long Branch	end market
13	27	0.00	R	Automobile Scrap	14	Monmouth	Long Branch	end market
13	27	36.83	C	Tires	15	Monmouth	Long Branch	Mazza-TF
13	27	0.00	R	Tires	15	Monmouth	Long Branch	end market
13	27	19.97	C	Used Motor Oil	16	Monmouth	Long Branch	Lorco Petroleum
13	27	0.00	C	Used Motor Oil	16	Monmouth	Long Branch	Verizon
13	27	0.00	R	Used Motor Oil	16	Monmouth	Long Branch	end market
13	27	30.00	C	Brush/Tree Parts	17	Monmouth	Long Branch	Delisa
13	27	90.38	C	Brush/Tree Parts	17	Monmouth	Long Branch	Reliable
13	27	6.00	C	Brush/Tree Parts	17	Monmouth	Long Branch	Benoit
13	27	1.85	C	Brush/Tree Parts	17	Monmouth	Long Branch	Manzo
13	27	1,272.50	R	Brush/Tree Parts	17	Monmouth	Long Branch	Atlantic Tree Service
13	27	0.00	C	Grass Clippings	18	Monmouth	Long Branch	end market
13	27	0.00	R	Grass Clippings	18	Monmouth	Long Branch	end market
13	27	7.00	C	Leaves	19	Monmouth	Long Branch	Reliable
13	27	1,056.00	R	Leaves	19	Monmouth	Long Branch	Pumpinfields
13	27	9.13	C	Stumps	20	Monmouth	Long Branch	Recycling of central jersey
13	27	0.00	R	Stumps	20	Monmouth	Long Branch	end market
13	27	0.00	C	Consumer Electronics	21	Monmouth	Long Branch	end market
13	27	63.87	R	Consumer Electronics	21	Monmouth	Long Branch	Monmouth Wire
13	27	0.30	R	Consumer Electronics	21	Monmouth	Long Branch	Back thru the Future
13	27	1.00	C	Consumer Electronics	21	Monmouth	Long Branch	Verizon
13	27	5,546.45	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Mazza-TF

Recycling Tonnage Report for

13	27	142.97	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Delisa
13	27	1,728.79	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Stavola-OB
13	27	80.44	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Clayton
13	27	30.00	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Tilcon-Kearny
13	27	13.80	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Lucas
13	27	50.00	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	South Brunswick
13	27	124.00	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Gold Star
13	27	139.11	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Manzo
13	27	10.83	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Delisa
13	27	124.31	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Manzo
13	27	143.94	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Freehold Cartage
13	27	77.11	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Recycling of central jersey
13	27	8.46	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Pure Soil Technologies
13	27	27.82	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Montecalvo Disposal
13	27	214.73	C	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	Bayshore Recycling
13	27	0.00	R	Concrete / Asphalt / Brick / Bio	22	Monmouth	Long Branch	end market
13	27	61.63	C	Food Waste	23	Monmouth	Long Branch	Darling
13	27	0.47	C	Food Waste	23	Monmouth	Long Branch	MC Landfill
13	27	0.00	R	Food Waste	23	Monmouth	Long Branch	end market
13	27	818.30	C	Other Material Not Listed	24	Monmouth	Long Branch	Mazza-TF
13	27	6.92	C	Other Material Not Listed	24	Monmouth	Long Branch	Mazza-TF
13	27	125.16	C	Other Material Not Listed	24	Monmouth	Long Branch	Mazza-TF
13	27	0.48	C	Other Material Not Listed	24	Monmouth	Long Branch	Mazza-TF
13	27	716.23	C	Other Material Not Listed	24	Monmouth	Long Branch	Delisa
13	27	1,909.49	C	Other Material Not Listed	24	Monmouth	Long Branch	Delisa
13	27	16.50	C	Other Material Not Listed	24	Monmouth	Long Branch	Reliable
13	27	40.18	C	Other Material Not Listed	24	Monmouth	Long Branch	Darling
13	27	27.32	C	Other Material Not Listed	24	Monmouth	Long Branch	Montecalvo Disposal
13	27	0.00	C	Other Material Not Listed	24	Monmouth	Long Branch	end market
13	27	0.00	R	Other Material Not Listed	24	Monmouth	Long Branch	end market
13	27	0.03	C	Fluorescent Lights	24	Monmouth	Long Branch	Verizon

Recycling Tonnage Report for

13	27	0.00	R	Fluorescent Lights	24	Monmouth	Long Branch	end market
13	27	0.00	C	Batteries (Dry Cell)	24	Monmouth	Long Branch	end market
13	27	0.00	R	Batteries (Dry Cell)	24	Monmouth	Long Branch	end market
13	27	0.00	C	Other Glass	25	Monmouth	Long Branch	end market
13	27	0.00	R	Other Glass	25	Monmouth	Long Branch	end market
13	27	15.18	C	Other Plastic	26	Monmouth	Long Branch	Mazza-TF
13	27	0.21	C	Other Plastic	26	Monmouth	Long Branch	Verizon
13	27	0.00	R	Other Plastic	26	Monmouth	Long Branch	end market
13	27	210.12	C	Oil Contaminated Soil	27	Monmouth	Long Branch	Pure Soil Technologies
13	27	8,525.36	C	Oil Contaminated Soil	27	Monmouth	Long Branch	Bayshore Recycling
13	27	32.83	C	Oil Contaminated Soil	27	Monmouth	Long Branch	Pure Earth
13	27	0.00	R	Oil Contaminated Soil	27	Monmouth	Long Branch	end market
13	27	6.89	C	Process Residue	28	Monmouth	Long Branch	Atlantic Cty U A
13	27	1,605.15	R	Process Residue	28	Monmouth	Long Branch	Reused
13	27	1.72	C	Textiles	29	Monmouth	Long Branch	Mazza-TF
13	27	0.00	R	Textiles	29	Monmouth	Long Branch	end market
13	27	558.41	C	Wood Scraps	30	Monmouth	Long Branch	Mazza-TF
13	27	28.94	C	Wood Scraps	30	Monmouth	Long Branch	Reliable
13	27	11.38	C	Wood Scraps	30	Monmouth	Long Branch	Freehold Cartage
13	27	0.10	C	Wood Scraps	30	Monmouth	Long Branch	Verizon
13	27	0.00	R	Wood Scraps	30	Monmouth	Long Branch	end market

30,340.00

R# 71-11

**RESOLUTION APPOINTING LILLIAN GRAUMAN AS AN ALTERNATE 2 MEMBER
OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT**

WHEREAS, the City Council of the City of Long Branch hereby appoints Lillian Grauman as an alternate 2 member of the Long Branch Zoning Board of Adjustment for a term to commence immediately and to expire on December 31, 2011.

MOVED: Pallone
SECONDED: Siranni

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 22, 2011
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 23 DAY OF MARCH, 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 72-11

RESOLUTION APPROVING SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE MONMOUTH COUNTY HEALTH DEPARTMENT FOR PUBLIC HEALTH PREPAREDNESS RESPONSE TO BIOTERRORISM, RESPONSE TO INFECTIOUS DISEASE AND OTHER PUBLIC HEALTH THREATS AND EMERGENCIES

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve and authorize the Mayor to execute an agreement between the City of Long Branch and the Monmouth County Health Department for public health preparedness, bioterrorism response, infectious disease outbreak and other public health emergencies.

MOVED: Pallone
SECONDED: Sinanni

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 23, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 23rd DAY OF MARCH 2011
Kathy L. Schemelz
MUNICIPAL CLERK

PUBLIC HEALTH SHARED SERVICES PARTNERSHIP AGREEMENT

**BETWEEN
THE MONMOUTH COUNTY HEALTH DEPARTMENT
AND THE
The City of Long Branch Health Department**

FOR

**PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM,
OUTBREAKS OF INFECTIOUS DISEASE, AND OTHER PUBLIC HEALTH
THREATS AND EMERGENCIES**

AN AGREEMENT, entered into between the Monmouth County Health Department, having its principal office at 3435 Highway 9, Freehold, NJ 07728, hereinafter referred to as the MCHD and the Long Branch Health Department having its principal office at 344 Broadway, Long Branch, NJ 07740, hereinafter referred to as the "Local Health Department," in the County of Monmouth, New Jersey, to ensure an adequate and appropriate level of countywide participation and collaboration for public health preparedness and response to bioterrorism, outbreaks of infectious disease and other public health threats and emergencies, and in accordance with the requirements of the New Jersey Department of Health and Senior Services' Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant.

WHEREAS, the MCHD has created the Monmouth County Health Department pursuant to N.J.S.A. 26:3A2-1 et seq., to provide an array of public health services; and

WHEREAS, the New Jersey Department of Health and Senior Services has designated the Monmouth County Health Department as the Local Information Network and Communication System – LINCS – agency for Monmouth County; and

WHEREAS, the LINCS Agency has applied for a Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant with the New Jersey Department of Health and Senior Services (DHSS); and

WHEREAS, in the interest of public health preparedness and response, effective and coordinated countywide public health systems must be created utilizing the valuable assets, talents and experience residing in local health departments and LINCS agencies throughout the State; and

WHEREAS, the Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant requires inter-local health services agreements between the Monmouth County Health Department and local health departments to cooperatively work to plan and implement approved activities and work plan for Monmouth County; and

WHEREAS, the Long Branch Health Department, herein after known as the "Local Health Department," cooperatively work with the LINCS Agency for the planning and implementation of State approved services/activities for bioterrorism, infectious disease outbreaks, and other public health threats and emergencies preparedness and response for Monmouth County; and

WHEREAS, the parties to this agreement are authorized to contract for said services pursuant to N.J.S.A. 40A:65-7 et seq.;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the parties, the parties do hereby mutually agree as follows:

1. General Provisions

The LINCS Agency Health Officer, his/her Local Core Capacity Infrastructure personnel and other designated staff and the Local Health Department's Health Officer and his/her designated staff shall work in collaboration with each other and in partnership with other the key public health care partners in Monmouth County, including but not limited to offices of emergency management, emergency medical services, local first responders, physicians and health care providers, hospitals and health care facilities, local health departments, academic institutions, and with the New Jersey Department of Health and Senior Services, the New Jersey Division of State Police, New Jersey Department of Environmental Protection, and other State and local public health system members in assessing, planning, implementing, and evaluating plans, activities and services for public health care system preparedness and response, and for protecting the population of Monmouth County from bioterrorism, infectious disease outbreaks, and other public health threats and emergencies.

2. LINCS Agency Activities

The LINCS Agency has agreed with the New Jersey Department of Health and Senior Services to build a public health infrastructure unit within its organization by hiring qualified personnel and supporting a DHSS Planner to assist in implementing State approved activities in its Local Core Capacity Infrastructure for Bioterrorism grant, including: SURVEILLANCE AND EPIDEMIOLOGY COORDINATOR, PUBLIC HEALTH EMERGENCY SYSTEMS COORDINATOR, INFORMATION TECHNOLOGY SPECIALIST, HEALTH EDUCATOR/RISK COMMUNICATOR , and MEDICAL RESERVE CORP VOLUNTEER COORDINATOR and shall perform activities required by the grant , in cooperation with the Local Health Department, for the benefit of all local health department jurisdictions, their municipalities and residents, including but not limited to:

a. Preparedness Planning and Readiness Assessment: Establish and ensure countywide strategic leadership, direction, assessment, and planning/response coordination to ensure readiness, interagency collaboration, local and regional preparedness for bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies within the county.

b. Surveillance and Epidemiology Capacity: Enhance, develop, and ensure the use of statewide, integrated surveillance systems and epidemiologic capacity for the rapid detection and control of unusual outbreaks of illness that may be the result of bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

c. **Health Alert Network, and Communications and Information Technology:** Establish, maintain, and ensure the use of a network that will support exchange of key information and training over the Internet by linking public health and private partners on a 24/7 basis; provide for rapid dissemination of public health alerts and advisories; ensure secure electronic data exchange between public health partners' computer systems; and ensure protection of data, information, and systems, with adequate backup, organizational, and surge capacity to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

d. **Communicating Health Risks and Health Information Dissemination:** Ensure effective risk communications capacity that provides for timely information dissemination within the county to citizens during a bioterrorist attack, outbreaks of infectious disease, or other public health threat or emergency; train key individuals in communication skills; identify key spokespersons (particularly those who can deal with infectious diseases); develop/disseminate/evaluate printed materials; ensure timely reporting of critical information; develop/implement/evaluate the effectiveness of health education strategies; and effectively interact with the public.

e. **Education and Training:** Ensure the assessment of the training needs of key public health professionals, infectious disease specialists, emergency department personnel, and other public health care providers related to preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies, and ensure the effective coordination, marketing, facilitation and provision of needed education and training to key target audiences through multiple channels, including academic institutions, distance learning, and other sources.

3. Local Health Department Activities

The Local Health Department, pursuant to the terms and objectives of the Local Core Capacity Infrastructure for Bioterrorism Grant and this inter-local agreement, agrees to:

a. recognize the LINCS Agency, its Core Capacity Infrastructure staff and the DHSS Planner as the planning and coordinating entity for countywide public health preparedness/response, as designated by the New Jersey Department of Health and Senior Services, and will work jointly with the LINCS agency and DHSS staff in determining the delineation of responsibilities of the LINCS Agency, the Local Health Department and other key local public health system partners in addressing bioterrorism, outbreaks of infectious diseases, and other public health threats and emergencies.

b. with the knowledge and invited participation of the Local Health Department's Health Officer, allow the LINCS Agency Health Officer, Core Capacity Infrastructure personnel, DHSS Planner, and other designated staff to work within the Local Health Department's jurisdiction and directly with key public health partners and facilities to meet grant objectives and perform required activities.

c. assist in the identification of other local public health system partners within its jurisdiction for inclusion in preparedness planning, surveillance, education/training, communication, and response activities, and to facilitate linkages, communication and the exchange of data/information between those partners, the Local Health Department, the LINCS Agency, and the New Jersey Department of Health and Senior Services.

d. cooperatively work as a partner with the LINCS Agency and DHSS staff, and ensure that the Local Health Department's Health Officer and other key staff participate in planning meetings; readiness assessment activities; surveillance monitoring and the collection of data and information; information dissemination and communication, including development and maintenance of the LINCS Community Health Alert and Information Network (CHAIN); education and training; drills and exercises, emergency response and other activities referred to above in 2 (a)-(e); and, provide input and guidance, and assist in and facilitate the performance of required grant activities within its jurisdiction. Cooperate with the LINCS Agency, DHSS staff, and other public health care partners to assure the completion of required grant activities in accordance with deadlines established in the Local Core Capacity Infrastructure Grant.

e. participate in the development and practice of a preparedness/response plan, including staff support and involvement that assures the appropriate development of the plan and public health emergency response within the Local Health Department's jurisdiction.

f. ensure the availability of the Local Health Department's Health Officer and other key staff on a 24/7 basis to exchange data and information with the LINCS Agency and DHSS staff, and to respond to, investigate, collect/submit specimens, and control illnesses or other health threatening conditions resulting from bioterrorism, outbreaks of other infectious diseases, and other public health threats and emergencies within its jurisdiction.

4. Mutual Aid

In the event of a bioterrorist event or incident, outbreak of infectious disease, or other public health threat, emergency event or incident, the LINCS Agency and Local Health Department agree to provide each other and any other local health department with mutual aid in the form of human resources, materials, supplies, equipment, etc to support the public health response to the incident, contain the threat, and protect the public's health. Mutual aid shall be requested and provided for large-scale incidents or other incidents that tax the resources of the impacted local health department, or that would otherwise result in an inadequate public health response. Mutual aid involving multiple local health department jurisdictions within the county will be coordinated by the LINCS Agency and with the Local Health Departments, in cooperation with the DHSS Planner. For multi-county incidents, mutual aid will be coordinated by the DHSS Regional Planners/Coordinators in cooperation with the LINCS Agencies and the effected local health departments, in cooperation with DHSS Planners of those counties.

5. Cost of Agreement

There is no cost to the Local Health Department nor the municipalities within its jurisdiction associated with the provision of services and the implementation of activities under this Agreement. However, the Local Health Department will designate appropriate staff and provide for the fullest participation of the Health Officer and other key personnel to support and implement activities under this Agreement.

6. Term of Agreement

This Agreement shall take effect upon passage and shall remain in effect unless terminated by either party in accordance with section 7, below.

Termination

This Agreement may be terminated by either party upon written notice by the party desiring to terminate said agreement. Such notice shall be given no later than sixty (60) days prior to the termination date.

8. Approval

This Agreement and any amendments hereto, shall be subject to the formal approval of the Health Officer of the LINCS Agency and the Health Officer of the Local Health Department, and their respective governing bodies as required. The Agreement shall be submitted for review and acceptance of the New Jersey Department of Health and Senior Services, Division of Local Health and Emergency Services.

9. Copy

a. A copy of the fully executed Agreement is to be maintained on file at the administrative offices of both the Local Health Department and LINCS Agency, and are subject to review by the DHSS and other interested parties as provided by the Open Public Records Act.

b. In accordance with N.J.S.A. 40A:65-7, a copy of this fully executed agreement shall be filed by the local authorities with: NJDCA, Division of Local Government Services, 101 South Broad Street, PO Box 803, Trenton, NJ 08625-0803.

10. Statutory Authority

Nothing in this Agreement shall be construed as a weakening or diminishing of the Local Health Department's, LINCS Agencies, and/or DHSS' statutory authority or responsibility to provide public health services.

WE, THE UNDERSIGNED consent to the contents, terms and conditions of this Agreement.

a. For the LINCS Agency:

Michael A. Meddis, MPH
Health Officer
Monmouth County Health Department

Signature: _____

Date: _____

b. For the CITY OF LONG BEACH

_____ (MAYOR FOR , CITY OF LONG BRANCH)

Signature: _____

Date: _____



R# 73-11

RESOLUTION APPROVING 2010 / 2011
LIQUOR LICENSE RENEWAL OF 565 BROADWAY INC
1325-33-001-005

BE IT FURTHER RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by 565 Broadway Inc., state license # 1325-33-001-005 for the 2010/2011 license term.

MOVED: Pallone
SECONDED: Sirianni

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, EMMY L. SCHELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 29, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29 DAY OF MARCH 2011
Emmy L. Schelz
MUNICIPAL CLERK, R.N.B.

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR POLICE OFFICER REPRESENTATION (PAUL ZAGER, ESQ.)

WHEREAS, the City on June 22, 2010 had the need to authorize a contract for professional legal services for the representation of Officer Todd Coleman for charges brought against him by William Coleman; and

WHEREAS, Paul Zager, Esq. had submitted a proposal dated June 16, 2010 for required services, and it was the recommendation of the Business Administrator that it is in the City's best interest to award a contract to Paul Zager, Esq.; and

WHEREAS, the matter was administratively dismissed by the Prosecutor's Office and the bill for services rendered was satisfied; and

WHEREAS, Mr. William Coleman has appealed the decision of the Judge and Officer Todd Coleman is asking for the continued services of his representation by Paul Zager, Esq.

WHEREAS, value of this contract does not exceed \$750.00 and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance # 18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgment by Paul Zager, Esq., that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation # 1-01-014-202 in an amount not to exceed \$750.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a contract with Paul Zager, Esq. for legal services relative to Officer Todd Coleman in accordance with the contract document and proposal attached hereto, for an hourly rate of \$85.00 for an amount not to exceed \$750.00.

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

MOVED: Pallone
SECONDED: Sinanni
AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON March 22, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 22 DAY OF March, 2011
Kathy L. Scheele
MUNICIPAL CLERK, R.K.

**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:

LEGAL REPRESENTATION FOR POLICE OFFICER TODD COLEMAN

Said contract being made as follows:

PAUL ZAGER, ESQ.

\$ 750.00

Said funds being available in the form of:

**2011 TEMPORARY BUDGET
OFFICE OF THE CITY ATTORNEY
APPRO. # 1-01-014-202**

\$ 750.00


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


Date

R# 75-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR 2011 FATHERS DAY CAR SHOW**

WHEREAS, as part of its 2011 Fathers Day Car Show, the City of Long Branch wishes to contract with R.B. Express Productions, to provide a musical performance by "RBX" on June 19, 2011; 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 a contract, annexed hereto, with R.B. Express Productions, for said performance, and it is the recommendation of the Director of the Urban Coordinating Council that it is in the City's best interest to enter into this contract; 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 the Office of the Administrator, # 1-01-012-801, in the amount of \$ 900.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with R.B. Express Productions, as follows:

Musical performance by "RBX" at the 2011 Fathers Day Car Show on June 19, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 900.00

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 or 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.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 22, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 22 DAY OF MARCH, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**CONTRACTS FOR MUSICAL ENTERTAINMENT
AT THE 2011 FATHERS DAY CAR SHOW**

Said contract being made as follows:

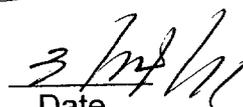
R.B. EXPRESS PRODUCTIONS	\$ 900.00
---------------------------------	------------------

Said funds being available in the form of:

2011 BUDGET OFFICE OF ADMINISTRATOR MISC. OTHER EXPENSE SPECIAL EVENTS APPRO. # 1-01-012-801	\$ 900.00
---	------------------



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



Date

R# 76-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR WEST END CRUISE NIGHT**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with R. B. Express Productions, to provide a musical performance at the West End Cruise Night on July 16, 2011; 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 a contract, annexed hereto, with R.B. Express Productions, for said performance, and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into this contract; 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 the Office of the Administrator, Appropriation 1-01-012-801, in the amount of \$ 800.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with R.B. Express Productions, for a musical performance at the West End Cruise Night on July 16, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 800.00.

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

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 contract.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT FOREGOING IS TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 22, 2011
IN WITNESS WHEREOF, I HAVE HERETOBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 22 DAY OF MARCH, 2011
Kathy L. Schemelz
MUNICIPAL CLERK, R.M.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

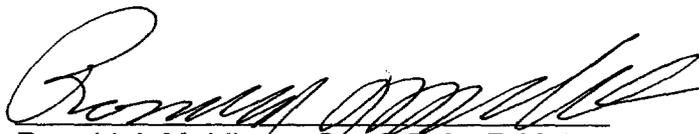
**CONTRACTS FOR MUSICAL ENTERTAINMENT
FOR VARIOUS SUMMER ENTERTAINMENT EVENTS**

Said contract being made as follows:

R.B. EXPRESS PRODUCTIONS	\$ 800.00
---------------------------------	------------------

Said funds being available in the form of:

2011 BUDGET OFFICE OF ADMINISTRATOR MISC. OTHER EXPENSE SPECIAL EVENTS APPRO. # 1-01-012-801	\$ 800.00
---	------------------



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

3/15/11
Date

R# 77-11

**RESOLUTION AUTHORIZING THE MAYOR TO
SIGN ADAM STREET SETTLEMENT AGREEMENT**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby consent to the Mayor signing the Consent Order setting forth the terms and conditions of the settlement agreement between Charles and Seryl Kushner and the City of Long Branch in accordance with all the terms and conditions attached hereto and made part of this resolution.

MOVED: Pallone
SECOND: Siricanni

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 22, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 22 DAY OF MARCH 2011
Kathy L. Schell
MUNICIPAL CLERK, R.M.C.

Gordon N. Gemma, Esq.
KUSHNER COMPANIES
 26 Columbia Turnpike
 Florham Park, New Jersey 07932
 Tel.(973)549-5086
 Fax (973) 549-0450
 Attorneys for Plaintiff,
Charles and Seryl Kushner.

Charles and Seryl Kushner	:	Superior Court of New Jersey
	:	Law Division: Monmouth County
Plaintiff	:	
	:	DOCKET NUMBER: L-4016-09
	:	
v.	:	Civil Action
	:	
	:	CONSENT ORDER
City of Long Branch, a	:	
Municipal Corporation	:	
Defendant	:	

THIS MATTER having been opened to the Court by way of motion of Gordon N. Gemma, Esq. of Kushner Companies, attorney for plaintiffs Charles and Seryl Kushner, for an Order confirming a settlement between the parties as to all matters in controversy which will result in the above litigation being dismissed with each party responsible for its own fees and costs, and for good cause shown;

IT IS ON this ____ day of _____, 2011;

ORDERED that the above matter be dismissed with prejudice subject to the following terms and conditions:

- a. Commencing approximately twenty-five (25') feet from the intersection of Ocean Avenue and continuing for an additional One Hundred (100') feet, Plaintiff will provide for the widening of the southern side of Adams Street by approximately five (5) feet so as to provide a cart path width of approximately twenty-four (24) feet, it being the intent of the parties to

provide on-street parking in this area which could accommodate five (5) vehicles.

- b. Other than as set forth above, no other on-street parking will be permitted along any other portion of Adams Street and Defendant will provide striping and signage consistent with municipal standards confirming same;
- c. Defendant will adopt and enforce an Ordinance permitting and otherwise prohibiting parking as set forth above consistent with all other parking Ordinances in the City;
- d. Other than as set forth above and other than if the City, in its sole discretion, ever decides to widen or otherwise make improvements to Adams Street, Plaintiff shall be entitled to keep and otherwise maintain all landscaping and other improvements as they currently exists along both sides of Adams Street as of this date in its existing location;
- e. The terms and conditions of this Agreement and any Consent Order shall apply to all successors, assigns, agencies, employees, or authorities of either party.

IT IS FURTHER ORDERED that a true copy of the within Order be served upon all interested parties within seven (7) days from the entry hereof.

Honorable Thomas W. Cavanagh , PCJSC

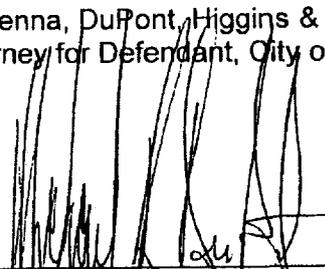
We hereby consent to the form and entry of the above Consent Order for and on behalf of the named parties.

Kushner Companies
Attorney For Plaintiffs,
Charles and Seryl Kushner

McKenna, DuPont, Higgins & Stone
Attorney for Defendant, City of Long Branch

By: 

Gordon N. Gemma, Esq.


By: _____
Michael DuPont, Esq.

Mayor Adam Schneider

R# 98-11

RESOLUTION RELEASING GUARANTEES

PROJECT: PIER VILLAGE II
BLOCK: Various
LOT: Various

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the project has been completed and the applicant has requested return of said guarantees, and,

WHEREAS the City Engineers have reviewed said request and has recommended release of said guarantees.

WHEREAS the City Planner has recommended said release.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the following balances, plus accrued interest if applicable:

Application Escrow	\$ 67,965.08
Performance Bond Cash	\$ 255,942.61
Engineering Escrow	\$ 59,601.15

BE IT FURTHER RESOLVED that said refund be sent to:

Pier Village Applied LWAG, LLC
5 Marine View Plaza # 500
Hoboken, NJ 07034

BE IT FURTHER RESOLVED that the Westchester Fire Insurance Company Performance Surety bond No: K07284901, November 7, 2007, in the original amount of \$2,258,122.86, is hereby released.

BE IT FURTHER RESOLVED that a certified copy of this resolution be sent to the above referenced address as proof of release of said bond.

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMLE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 22, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 22 DAY OF MARCH, 2011
Kathy L. Schmele
 MUNICIPAL CLERK, R.E.C.

R# 79-11

RESOLUTION REDUCING REQUIRED PERFORMANCE GUARANTEES

Project: SIBCO Properties, LLC
Block: 228
Lot: 5

WHEREAS the City Engineers, Birdsall Service Group, recommend the Performance guarantee on the above referenced project be reduced, and,

WHEREAS said reduction creates an excess deposit for said guarantees on said project, and,

WHEREAS the applicant has requested the reduction.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the performance guarantee on the above referenced project is hereby authorized follows:

	Original	Reduced By	New Amount
Surety:***	\$189,928.80	\$132,950.16	\$63,309.60
Cash	\$ 21,103.20	\$ 14,772.24	\$ 6,330.96

(***Surety = Letter of Credit, Central Jersey Bank, NA, dated March 8, 2010, No: 2010-03-069, in the amount of \$189,928.80

BE IT FURTHER RESOLVED, that the Director of Finance is hereby authorized to refund the amount of \$14,772.24 to:

SIBCO Properties, LLC
PO Box 193
West Long Branch, NJ 07764

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to forward a certified copy of this resolution to the above named party to be used as proof of said reduction by the City Council so that the above referenced surety may be amended by the applicant if so desired.

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, EMILY L. SCHWIZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 22, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 22 DAY OF MARCH, 2011
Emily L. Schwiz
 MUNICIPAL CLERK, E.L.C.

R# 80-11

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the City of Long Branch, County of Monmouth for the Fiscal Year 2011.

Be it resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2011;

Be It Further Resolved, that said Budget be published in the The Link Newspaper

In the issue of April 14th, 2011.

The Governing Body of the City of Long Branch, does hereby approve the following as the Budget for the year 2011:

RECORDED VOTE

(Insert last name)

Ayes

{
Bastelli
Billings
Celli
Fallone
Sircanni

Nays

{
None

Abstained

{
None

Absent

{
None

Notice is hereby given that the Budget and Tax Resolution was approved by the Governing Body of the City

of Long Branch, County of Monmouth, on March 22nd, 2011.

A Hearing on the Budget and Tax Resolution will be held at Council Chambers, 344 Broadway, Long Branch, NJ, on April 26th, 2011 at

(A.M.)

7:00 o'clock (P.M.) at which time and place objections to said Budget and Tax Resolution for the year 2011 may be presented by taxpayers or other

interested persons.
(Cross out one)

R# 81-11

**RESOLUTION
2011 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 2010 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 **\$ 16,336,000.00** in addition to the original temporary budget adopted January 1, 2011 in the amount of **\$15,300,000.00** for a total Year to Date temporary budget of **\$ 31,636,000.00**.

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 2010, and that in accordance with the Statute such item of appropriation will be included in the 2011 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 22 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 22 DAY OF MARCH 2011
Kathy L. Schemelz
MUNICIPAL CLERK, Etc.

Budget Appropriations 2011	Emergency	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
	Temporary Budget Approp. 03/22/2011		
a) Operations - within "CAPS"			
General Administration			
Office of the Chief Executive - Mayor			
Salaries and Wages	20,593.60	36,729.60	60.0%
Other Expenses	2,692.00	5,238.00	60.0%
Miscellaneous Other Expense (Lobbyist)			
Office of the Chief Administrator			
Salaries and Wages	138,182.80	232,279.80	60.0%
Other Expenses	3,219.00	6,264.00	60.0%
Miscellaneous Other Expenses (Vet. Service Officer)	694.00	1,350.00	60.0%
Miscellaneous Other Expense (Green City)	1,110.00	2,160.00	60.0%
Miscellaneous Other Expense (IT Services)	17,732.00	34,506.00	60.0%
Miscellaneous Other Expenses (Special Events)	(4,500.00)	40,500.00	100.0%
Division of Personnel			
Salaries and Wages	27,730.40	72,671.40	60.0%
Other Expenses	555.00	1,080.00	60.0%
Central Switchboard			
Salaries and Wages	15,308.60	26,409.60	60.0%
Office of Emergency Management			
Salaries and Wages	1,687.00	3,000.00	60.0%
Other Expenses	(2,480.00)	35,820.00	100.0%
Office of the City Council			
Salaries and Wages	5,906.00	10,500.00	60.0%
Other Expenses	694.00	1,350.00	60.0%
Office of the City Attorney			
Salaries and Wages (Prosecutor / Ass't City Attorney)	10,125.00	18,000.00	60.0%
Other Expenses		242,500.50	63.0%
Misc. -Other Expenses (Labor Counsel)		50,000.00	50.0%
Misc. -Other Expenses (Planning Board Attorney)		10,000.00	100.0%
Misc. -Other Expenses (Zoning Board Attorney)		10,000.00	100.0%
Misc. -Other Expenses (Prosecutor / Ass't City Attorney)		5,000.50	100.0%
Misc. - Other Expenses (Retainer City Attorney)		15,000.00	50.0%
Office of the City Clerk			
Salaries and Wages	22,207.80	77,473.80	60.0%
Other Expenses	6,389.50	12,433.50	60.0%
Misc- Other Expenses	12,959.00	25,218.00	60.0%
Department of Finance			
Office of the Director			
Salaries and Wages	97,490.40	166,430.40	60.0%
Other Expenses	6,982.00	15,120.00	60.0%

Budget Appropriations 2011	Emergency Temporary Budget Approp. 03/22/2011	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
Division of Accounts and Control			
Salaries and Wages	99,636.20	174,265.20	60.0%
Other Expenses	12,487.00	24,300.00	60.0%
Misc. Other Expenses (Audit Services)		77,700.00	100.0%
Office of the Tax Collector			
Salaries and Wages	34,309.00	101,136.00	60.0%
Other Expenses	7,023.40	13,667.40	60.0%
Divison of Purchasing			
Salaries and Wages	76,489.60	133,626.60	60.0%
Other Expenses	(590.00)	5,310.00	100.0%
Miscellaneous Other Expenses			
Central Reproduction			
Other Expenses	1,609.00	3,132.00	60.0%
Central Postage			
Other Expenses	24,047.00	42,750.00	60.0%
Insurance			
Employee Group Health	1,280,161.60	2,603,358.60	60.0%
Health Benefit Waiver			
General Liability		567,298.00	100.0%
Workers Compensation	(50,000.00)	1,054,702.00	100.0%
Unemployment Insurance (Trust)	234,000.00	234,000.00	50.0%
Department of Public Works			
Office of the Director			
Salaries and Wages	114,973.95	230,760.60	70.0%
Other Expenses	860.00	11,610.00	60.0%
Division of Street Construction & Maintenance			
Salaries and Wages	279,760.60	652,284.50	70.0%
Other Expenses	1,430.00	100,080.00	80.0%
Office of the City Engineer			
Other Expenses	10,000.00	60,000.00	60.0%
Municipal Garage			
Salaries and Wages	127,730.75	251,036.10	70.0%
Other Expenses	9,945.00	170,370.00	60.0%
Division of Parks			
Salaries and Wages	81,101.65	197,479.80	70.0%
Other Expenses	9,785.00	27,810.00	60.0%
Division of Public Facilities			

Budget Appropriations 2011	Emergency	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
	Temporary Budget Approp. 03/22/2011		
Salaries and Wages	223,309.80	494,571.70	70.0%
Other Expenses	32,870.00	93,420.00	60.0%
Misc. Other Expenses		8,400.00	100.0%
Division of Solid Waste / Recycling			
Salaries and Wages	297,004.52	700,443.80	70.0%
Other Expenses		22,088.00	90.9%
Disposal Costs (Sanitation and Recycling)			
Other Expenses	418,541.34	774,174.34	60.0%
Department of Public Safety			
Office of the Director			
Salaries and Wages	52,686.00	96,327.00	60.0%
Other Expenses	139.00	270.00	60.0%
Division of Police			
Salaries and Wages	2,846,011.80	5,571,898.80	60.0%
Other Expenses	104,392.60	203,142.60	60.0%
Police Dispatch			
Salaries and Wages	121,290.60	224,280.60	60.0%
School Traffic Guards			
Salaries and Wages	62,693.60	112,149.60	60.0%
Other Expenses	(145.56)	1,309.50	100.0%
Traffic Control			
Salaries and Wages	46,148.95	108,979.20	60.0%
Other Expenses	1,085.12	14,649.12	60.0%
Division of Fire			
Salaries and Wages	696,385.00	1,306,965.00	60.0%
Other Expenses	50,133.40	97,556.40	60.0%
Miscellaneous Other Expense (Chiefs Honorariums)			
Miscellaneous Other Expense (Fire Truck Leases)	67,980.54	67,980.54	100.0%
Fire House Rental			
Miscellaneous Other Expenses	9,600.00	9,600.00	60.0%
Contribution to Volunteer First Aid Squads			
Other Expenses			
Division of Fire			
Uniform Fire Safety (Chapter 383, P.L. 1983)			
Salaries and Wages	116,013.60	239,823.60	60.0%

Budget Appropriations 2011	Emergency	CUMULATIVE	CUMULATIVE
	Temporary Budget Approp. 03/22/2011	TEMPORARY BUDGET	% of TOTAL 2011
Other Expenses	8,404.00	14,940.00	60.0%
Miscellaneous Other Expense	43,932.60	91,707.60	60.0%
Department of Health			
Office of the Director			
Salaries and Wages	159,023.60	290,667.60	60.0%
Other Expenses	145.27	28,204.27	63.0%
Miscellaneous Other Expenses			
Bloodborne Pathogen Immunization	(300.00)	2,700.00	100.0%
Animal Control Subsidy (to Trust)	30,400.00	110,400.00	60.0%
Public Health Consortium	(10,000.00)	10,665.00	100.0%
Bureau of Welfare			
Miscellaneous Other Expenses (Reloc)	(1,000.00)	9,000.00	100.0%
Department of Recreation			
Office of the Director			
Salaries and Wages	89,752.20	187,132.20	60.0%
Other Expenses	2,303.00	4,482.00	60.0%
Miscellaneous Other Expense	2,578.00	10,854.00	60.0%
Bureau of Recreation			
Salaries and Wages		27,500.00	50.0%
Other Expenses	1,742.00	23,517.00	60.0%
Miscellaneous-Other Expenses (celebrations)	8,991.00	17,496.00	60.0%
Bureau of Conservation (Beaches)			
Salaries and Wages	202,000.00	252,000.00	60.0%
Other Expenses	10,065.00	60,390.00	100.0%
Office of Senior Citizen Activities			
Salaries and Wages	4,797.00	15,000.00	60.0%
Other Expenses	6,382.00	12,420.00	60.0%
Environmental Commission			
Other Expenses	(50.00)	450.00	100.0%
Office of Cable Television Commission			
Other Expenses		6,000.00	55.6%
Long Branch Arts Council			
Other Expenses		12,500.50	55.6%
Urban Enterprize Zone			
Salaries and Wages	(34.33)	17,500.00	100.0%
Other Expenses	1,249.00	2,430.00	60.0%
Long Branch Parking Authority			
Other Expenses			

Budget Appropriations 2011		Emergency Temporary Budget Approp. 03/22/2011	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
Statutory & Other Agencies				
Planning Board				
Other Expenses		326.00	4,401.00	60.0%
Misc. - Other Expenses (Retainer)			3,600.00	100.0%
Zoning Board of Adjustment				
Other Expenses		286.00	3,861.00	60.0%
Misc. - Other Expenses (Retainer)			12,000.00	100.0%
Department of Building & Development				
Office of the Director				
Salaries and Wages		36,521.20	64,927.20	60.0%
Other Expenses		2,275.00	4,428.00	60.0%
Miscellaneous Other Expense (Demolition)		400.00	5,400.00	60.0%
Office of the Construction Code Official				
Salaries and Wages		92,721.60	194,013.60	60.0%
Other Expenses		4,951.00	9,177.00	60.0%
Miscellaneous Other Expense		47,284.00	86,397.00	60.0%
Office of Planning				
Salaries and Wages		88,766.40	154,898.40	60.0%
Other Expenses		2,664.00	5,184.00	60.0%
Miscellaneous-Other Expenses (Redevelopment)			159,000.00	85.4%
Miscellaneous-Other Expenses (Master Plan)		5,550.00	10,800.00	60.0%
Office of the Tax Assessor				
Salaries and Wages		55,790.00	97,644.00	60.0%
Other Expenses		1,720.00	3,348.00	60.0%
Miscellaneous Other Expenses		19,863.12	38,652.12	60.0%
Miscellaneous Other Expense (Reassessment)				
Municipal Court				
Salaries and Wages		114,640.00	200,349.00	60.0%
Other Expenses			130,710.50	79.4%
Municipal Public Defender				
Salaries and Wages		7,425.00	13,200.00	60.0%
Unclassified:				
Utilities:				
Electricity		114,750.00	204,000.00	60.0%
Telephone		54,000.00	96,000.00	60.0%
Natural Gas			76,250.00	76.3%
Street Lighting		182,250.00	324,000.00	60.0%
Fire Hydrant Service		62,437.00	111,000.00	60.0%

Budget Appropriations 2011	Emergency Temporary Budget Approp. 03/22/2011	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
Water	21,937.00	39,000.00	60.0%
Other (specify)			
Sewer		9,500.00	100.0%
Diesel Fuel	25.00	129,900.00	60.0%
Gasoline		152,188.00	66.6%
Accumulated Leave Compensation			
Salaries and Wages			
Total Operations {Item 8(A)} within "CAPS"	9,363,140.82	21,593,526.69	62.9%
B. Contingent			
Total Operations Including Contingent- within "CAPS"	9,363,140.82	21,593,526.69	62.9%
Deferred Charges and Statutory Expenditures- Municipal within "CAPS"			
DEFERRED CHARGES: Samuel Klein and Co. (Parking Auth 2004-2005)			
STATUTORY EXPENDITURES:			
Public Employees Retirement System	1,035,342.00	1,035,342.00	100.0%
Social Security System (O.A.S.I.)	285,442.31	507,453.00	60.0%
Consolidated Police & Firemens Pension			
Police & Firemens Retirement System of New Jersey	3,054,771.00	3,054,771.00	100.0%
Total Deferred Charges and Statutory Expenditures-Municipal within "CAPS"	4,375,555.31	4,597,566.00	93.1%
Total General Appropriations for Municipal Purposes within "CAPS"	13,738,696.13	26,191,092.69	66.7%
(A) Operations - Excluded from "CAPS"			
Maintenance of Free Public Library	260,475.60	463,068.60	60.0%
Maintenance of Free Public Library	308,963.00	549,630.00	60.0%
Police and Fire Retirement System			
Public Employees Retirement System			
Disposal Costs (Sanitation and Recycling) Other Expenses (Recycling)			
Insurance			

Budget Appropriations 2011	Emergency Temporary Budget Approp. 03/22/2011	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
Group Plans for Employees			
Total Other Op Excluded From Caps	569,438.60	1,012,698.60	58.4%
Implementation of "911" System Other Expenses	128,663.62	128,663.62	100.0%
Total Interlocal Municipal Service Ag.	128,663.62	128,663.62	100.0%
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 City Share		25,000.00 221,485.00	100.0% 100.0%
State of New Jersey Department of Health Public Health Priority Funding Act of 1977			
State of New Jersey Department of Motor Vehicle Drunk Driving Enforcement			
County Grant Monmouth County Department of Alcohol & Drug Abuse Division of Alcohol & Drug Abuse County Share Municipal Match		30,472.00 7,618.00	100.0% 100.0%
State Grant Safe and Secure Communities Grant	421.00	47,900.00	100.0%
State of New Jersey Grant Alcohol Education & Rehab			
State of New Jersey Urban Enterprize Zone Administration UEZ Administrative Budget UEZ Security Phase X UEZ Redevelopment Assistance 2008 Marketing and Business Development			

Budget Appropriations 2011	Emergency Temporary Budget Approp. 03/22/2011	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
Broadway Business Development			
State of New Jersey Division of Criminal Justice Body Armor Replacement			
State of New Jersey Pandemic Flu Preparedness			
State of New Jersey Body Armor Replacement (Zylon)			
U. S. Department of Justice Office of Justice Programs Edward Byrne Memorial Justice Assistance Grant		17,868.00	100.0%
Monmouth County Historical Commission Library Grant (Exterior Rehab)			
State of New Jersey Recycling Tonnage Grant		46,926.93	100.0%
US Department of Justice Bulletproof Vest Partnership			
State of New Jersey Cops in Shops Grant			
Firemans Fund Insuracne Company Grant			
U. S. Dept. of Transportation Federal Transit Administration (FTA G-15 Oct. 1, 2008)			
State of New Jersey Health Services Grant			
State of New Jersey Over the Limit under Arrest			
FEMA - Homeland Security Assistance to Firefighters Grant Match		36,000.00	100.0%
		4,000.00	100.0%
Association of NJ Environmental Commissioners ANJEC			
NJ League of Municipalities Sustainable Jersey Small Grant			

Budget Appropriations 2011	Emergency Temporary Budget Approp. 03/22/2011	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
County of Monmouth Solid Waste Advisory Council Municipal Recycling Grant		15,000.00	100.0%
<hr/>			
Total State and Federal Programs Off-Set by Revenues	421.00	452,269.93	100.0%
Total Operations Excluded from "CAPS"	698,523.22	1,593,632.15	68.9%
<hr/>			
Capital Improvements - Excluded from "CAPS" Capital Improvement Fund Capital Projects:			
State of New Jersey Dept. of Transportation Grants Bath Avenue Third Ave. Phase		245,499.00	100.0%
Total Capital Improvements Excluded from "CAPS"		245,499.00	100.0%
<hr/>			
Municipal Debt Service Excluded form "CAPS"			
Payment of Bond Principal		1,613,000.00	100.0%
Payment of Bond Anticipation Notes		148,000.00	100.0%
Interest on Bonds	7,982.82	1,381,533.34	100.0%
Interest on Notes		127,350.00	100.0%
Interest on Tax Anticipation Notes	(802.10)	60,690.96	100.0%
Ineterst and Principal on Green Trust		163,343.26	100.0%
Ineterst and Principal on Unsafe Bldg. Demo Grant (DCA)		29,508.60	100.0%
Payment of Special Emerg. Note Principal		75,000.00	100.0%
Interest on Special Emergency Notes		7,350.00	100.0%
Total Municipal Debt Service - excluded from "CAPS"	7,180.72	3,605,776.16	100.0%
<hr/>			
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"			
<hr/>			
Total General Appropriations for Municipal Purposes Excluded from "CAPS"	705,703.94	5,444,907.31	86.4%
Total General Appropriations - Excluded from "CAPS"	705,703.94	5,444,907.31	86.4%

Budget Appropriations 2011	Emergency Temporary Budget Approp. 03/22/2011	CUMULATIVE TEMPORARY BUDGET	CUMULATIVE % of TOTAL 2011
Subtotal General Appropriations (Items (H-1) and (O))	14,444,400.07	31,636,000.00	69.4%
Reserve for Uncollected Taxes			
Total General Appropriations	14,444,400.07	31,636,000.00	66.3%

R# 82-11

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Pallone

SECONDED: Siranni

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on MARCH 22, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 22 day of MARCH, 2011

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

Complete Security Systems, Inc.	Fire Alarm Monitoring at Senior Center - 3/1/11-2/29/12 - DPW	372.00	
Consolidated Plastics	Floor Mats for City Hall Building - DPW	585.34	
Country Clean Paper Supplies	Coffee - Administration	132.45	
County of Monmouth, OEM	Shared Service Agreement - Shrewsbury Flood Warning System - OEM	1,500.00	
Crucial Technology	Computer Supplies - Police Dept.	101.88	
CWA Local 1038	Dental & Vision - March 2011	5,200.00	*
Dell Computer Corp.	Computer Supplies - OEM	31.99	
Edwards Tire Co.	Tires - PD #108 & Stock - DPW	1,067.74	*
Estate of Gerald Russomano Jr.	Rent for DPW - March 2011	681.62	
E-Z Pass	Violations - DPW	131.55	*
F & C Automotive Supply	Misc. Parts - Various Vehicles & Stock - DPW	263.33	
Fax Express	Drum For Fax Machine - Tax Collector's Office	226.15	
Fine Fare	Refreshments for Soccer & Basketball Awards Programs - Recreation Dept.	263.67	
Foley, Inc.	Misc. Parts - PW #257 & #277 - DPW	6,008.12	*
Ford Motor Credit Co.	(7) Lease/Purchase Vehicles - March 2011	4,746.95	*
Fort Dearborn Life Ins. Co.	Life Insurance - March 2011	1,273.48	*
G & M Trophy, Inc.	Embroidered Knit Caps - OEM	108.00	
Gagliano Appraisal, LLC.	Tax Appeal Appraisals - February & March 2011	2,325.00	Pynt #5-7
Gannett Satellite Information Network, Inc.	Legal Ads - January & February 2011 - City Clerk's Office	4,188.36	
Gen-EI Safety & Industrial Products, LLC.	Misc. Equipment - Fire Dept.	335.92	
General Linen & Paper Supply	Janitorial Supplies for City Hall Building & Senior Center - DPW	183.20	
Global Gov't./Education Solutions, Inc.	Computer Equipment - Police Dept. / Fire Prevention	336.68	
Gramco Business Communications	2011 Maintenance Contract for Recording System - 2/8/11-2/7/12 - Municipal Court	850.00	
Hillside Paper Product	Evidence Boxes - Police Dept.	368.00	
HLNCC	Services for City Network After Power Outage - IT-Admin.	150.00	
Horizon Blue Cross Blue Shield	Health Benefits - March 2011	399,304.98	*
Horizon Blue Cross Blue Shield	Dental Benefits - March 2011	16,007.77	*
Hunter Jersey Peterbilt	Misc. Parts - Sanitation #20 - DPW	89.45	
International Salt Co.	Rock Salt - DPW	70,335.19	
J & N Enterprises, Inc.	Repair & Calibrate Meters - Fire Dept.	545.07	
Jacob L. Jones	Cell Phone Allowance - January / March 2011 - Community Dev.	120.00	
Jamm Printing	Printed Forms for Health Dept.	109.00	
Janusz Potyra	Mileage Reimbursement - Bed Bug Seminar - 1/18/11 - Health Dept.	15.81	
Jennifer Muh	Mileage & Parking Reimbursement - NJEHA Conference - 3/6-3/8/11 - Health Dept.	237.56	*
Jersey Central Power & Light	Utilities - Electric (Street Lighting Included) - 11/30/10-3/3/11 - Various Locations	66,594.86	
Jersey Coast Fire Equipment	Annual Inspection & Service of Fire Extinguishers at City Hall & Annex Building - DPW	192.00	
Jersey Elevator Co.	Labor & Materials on City Hall Elevator - DPW	8,500.00	
John's Auto & Truck Repair	Towing - Various Vehicles - Fire Dept. / DPW	224.95	
Keewel Water	Monthly Cooler Rental - January & February 2011	28.00	Pynt #1-2
Lanigan Associates, Inc.	Uniform - Dispatcher H. White - Police Dept.	301.00	
Liberty Paper & Janitorial Supply	Janitorial Supplies for Senior Center & City Hall Building - DPW	1,010.05	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Siperstein's		206.21
Skip's Sports		471.25
Storr Tractor Co.		120.76
TCTA Membership Services		75.00
Technatype		82.50
The Central Jersey Club		60.00
The Sports Authority		239.98
Thompson Design Group		2,277.15
Tom Chesek		Pymt #1
Trans Experts, LLC.		400.00
Treasurer, County of Monmouth - MOOCERT Coord.		2,804.39
Treasurer, State of NJ - Division of Fire Safety		1,000.00
Trico Equipment Services, LLC.		30.00
Tuzzio's		1,341.03
Uline, Inc.		570.00
Uni-Select USA, Inc.		540.57
United Parcel Service		335.42
Verizon		58.78
Verizon Communications		10,763.42
Verizon Wireless		59.03
Verizon Wireless		1,600.48
Vision Service Plan		3,003.11
W.B. Mason Co.		1,355.67
W.H. Potter & Son, Inc.		941.97
W.W. Grainger, Inc.		16.34
Y-Pers		292.06
		260.50
TOTAL CURRENT		<u>3,226,491.76</u>
BBP, LLC.		
City of Long Branch Clearing Account		1,262.50
		Pymt #2
		22.42
TOTAL CAPITAL		<u>1,284.92</u>
City of Long Branch Clearing Account		
City of Long Branch Clearing Account		2,691.45
City of Long Branch Clearing Account		454.00
City of Long Branch Clearing Account		306.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Fort Dearborn Life Ins. Co.
 Horizon Blue Cross Blue Shield
 Horizon Blue Cross Blue Shield
 John's Auto & Truck Repair
 Long Branch Animal Hospital
 NJ Dept. of Health & Senior Services
 Verizon Wireless
 Vision Service Plan

Reimburse Clearing Account
 Payroll Dated 3/04/2011
 Payroll Dated 3/04/2011
 Life Insurance - March 2011
 Health Benefits - March 2011
 Dental Benefits - March 2011
 Towing - 1/27/11 - Animal Control
 Veterinary Services - February 2011
 Dog Report - February 2011
 Cell Phone Service - February 2011 - Animal Control
 Vision - March 2011

14,446.20

TOTAL DOG

City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Fisher's Repair
 Fort Dearborn Life Ins. Co.
 Home Depot Credit Services
 Horizon Blue Cross Blue Shield
 Horizon Blue Cross Blue Shield
 Jersey Central Power & Light
 Jersey Central Power & Light
 Little Silver Tennis Club
 Long Branch Chamber of Commerce
 Skip's Sports
 Trolley Tours, Inc.
 Vision Service Plan

Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 3/04/2011
 Payroll Dated 3/04/2011
 Repair Snow Blower - Community Dev.
 Life Insurance - March 2011
 Various Materials & Supplies - Community Dev.
 Health Benefits - March 2011
 Dental Benefits - March 2011
 Utilities - Electric - 11/30/10-3/3/11 - Community Dev.
 Holiday Lights - Community Dev.
 Tennis Court Rental for Youth Program - 1/16-5/29/11 - Community Dev.
 Gold Page Ad for Libutti Awards - 3/11/11 - Community Dev.
 Sweatshirts for Recreational Basketball Program - Community Dev.
 College Tour - 4/18-4/22/11 - Community Dev.
 Vision - March 2011

54,921.62

TOTAL HUD

A T & T
 City of Long Branch Clearing Account

Utilities - Telephone - February 2011 - UEZ
 Reimburse Clearing Account

* 66.10
 * 18,000.00

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

City of Long Branch Clearing Account	Reimburse Clearing Account	*	20,100.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,079.42
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,654.73
City of Long Branch Clearing Account	Reimburse Clearing Account	*	300.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	19,362.43
City of Long Branch Payroll Agency	Payroll Dated 3/04/2011	*	291.69
City of Long Branch Payroll Agency	Payroll Dated 3/04/2011	*	19,070.74
Elliot Loeb	Tax Sale Premium	*	100.00
Fort Dearborn Life Ins. Co.	Life Insurance - March 2011	*	0.98
Horizon Blue Cross Blue Shield	Health Benefits - March 2011	*	1,986.49
Horizon Blue Cross Blue Shield	Dental Benefits - March 2011	*	78.08
Little Silver Tennis Club	Tennis Court Rental for Youth Program - 1/16-5/29/11 - Recreation Dept.		2,880.00
Maser Consulting	Engineering Services Rendered - Stella Maris Bulkhead - January & February 2011		2,680.00 Pymt #4-5
New Jersey Natural Gas	Utilities - Gas - 1/12-2/16/11 - UEZ	*	420.30
NJ Dept. of Labor & Workforce Development	Unemployment - Fourth Quarter 2010	*	21,839.74
NJ-IAAI	Registration - Training Conference - 3/2-3/4/11 - S. Merkel - Fire Prev.		400.00
US Bank Cust/Pro Cap Fund 1	Tax Sale Premium	*	200.00
US Bank-Cust/Sass Muni V Dtr.	Tax Sale Premium	*	18,000.00
US Bank-Cust/Sass Muni V Dtr.	Tax Sale Premium	*	20,100.00
Verizon	Utilities - Telephone - January & February 2011 - UEZ	*	458.82
Vision Service Plan	Vision - March 2011	*	13.87

TOTAL TRUST OTHER

150,083.39

RESOLUTION TO AMEND RESOLUTION #310-10 REQUESTING AUTHORIZATION TO SUBMIT AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR \$162,700 IN MATCHING FUNDS TO SUPPLEMENT SALARIES AND SUPPLIES FOR FOUR UEZ POLICE OFFICERS

WHEREAS, as a result of the City of Long Branch's designation as the Urban Enterprise Zone, qualified businesses are eligible to collect sales tax at the reduced rate of 3.5% as opposed to the full rate of 7%; and

WHEREAS, the monies collected at this reduced sales tax rate are deposited in the Urban Enterprise Zone Assistance Fund by the New Jersey Division of Taxation and are available for use by the City of Long Branch for programs and projects designed to promote economic development and job creation; and

WHEREAS, The Urban Enterprise Zone Development Corporation of the City of Long Branch, has requested authorization to submit an application to the New Jersey Urban Enterprise Zone for \$162,700 in matching funds as per the annexed budget to supplement salaries and supplies; and

WHEREAS, these police officers are assigned to duties within the Long Branch Urban Enterprise Zone; and

WHEREAS, the total estimated cost of this proposal is \$496,737, A total of \$162,700 UEZ and \$334,037, Municipal funds pursuant to the budget annexed thereby exceeding the matching 20% match of municipal funding; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone Assistance Funds under the provisions of the Urban Enterprise Zone Act P.L. 1993, Chapter 367.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby recommend to the New Jersey Urban Enterprise zone that it give authority pursuant to the proposal annexed for \$162,700 in matching funds to continue the salary, fringe benefits and supplies for four previously funded UEZ police officers for a period of May 1, 2011 to April 3, 2012.

BE IT FURTHER RESOLVED that a copy of this resolution act as the recommendation of the City of Long Branch to the New Jersey Urban Enterprise

Zone.
OFFERED: Pallone
SECOND: Siranni
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIMMY L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 22, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 23 DAY OF MARCH, 2011
Kimmy L. Schwelz
MUNICIPAL CLERK, E.M.C.



Urban Enterprise Zone - Long Branch 2011
 Log #: 2011-08015-0868
 Applicant: Long Branch City
 Status: Application Modifications Required
 Access Level: Application Administrator

Start Menu | Agency Info | Application Menu

User: Jacob Jones | Help | Logout

[Go to Budget Overview](#)

BUDGET DETAIL

Check for Errors

Instructions: Type in necessary information and click **Save** to save the budget item. Click **Cancel** to cancel changes made. To view the budget detail, click the [Budget Detail](#) tab. To view the budget summary, click the [Budget Summary](#) tab.

Grant Staff Review

Please comment on this budget page.

Comment

Date	Submitted By	Mods Req'd?	Comments
03/10/2011	DCA	<input checked="" type="checkbox"/>	you must use whole numbers only

Please comment on this budget page.

Comment

Does the Budgeted Amount equal the Award Amount?

Comment

[Budget Summary](#) | [Budget Detail](#) | [Add Budget Item](#)

Projects/Eligible Municipal Services: UEZ Security Project 2011

[Hide Comments](#) | [View PDF](#) | [Edit](#) | [Delete](#)

PROGRAM - Personnel

Description	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
Salaries/Wages					
<input type="checkbox"/> Salary amount for Police Officer Joe Graziano	\$40,000.00		\$63,262.00		\$103,262.00
<input type="checkbox"/> Salary for Sergeant Stanley Mooney	\$40,000.00		\$75,047.00		\$115,047.00
<input type="checkbox"/> Salary for Office David Graminski	\$40,000.00		\$60,826.00		\$100,826.00
<input type="checkbox"/> Salary for Police Officer Stanley Eskridge	\$40,000.00		\$55,621.00		\$95,621.00
Minor Category Sub-Total	\$160,000.00		\$254,756.00		\$414,756.00
Fringe Benefits					
<input type="checkbox"/> Fringe Benefits for Officer Stan Eskridge			\$23,330.00		\$23,330.00
<input type="checkbox"/> Fringe benefits for Officer David Graminski			\$8,991.00		\$8,991.00
<input type="checkbox"/> Fringe benefits for Officer Joe Graziano			\$23,330.00		\$23,330.00
<input type="checkbox"/> Fringe Benefits for Sergeant Stanley Mooney			\$23,330.00		\$23,330.00
Minor Category Sub-Total			\$78,981.00		\$78,981.00
Major Category Sub-Total	\$160,000.00		\$333,737.00		\$493,737.00

PROGRAM - Operating Cost

Description	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
Equipment					
<input type="checkbox"/> Maintenance of Police Vehicles	\$1,200.00		\$300.00		\$1,500.00
Minor Category Sub-Total	\$1,200.00		\$300.00		\$1,500.00
Major Category Sub-Total	\$1,200.00		\$300.00		\$1,500.00

PROGRAM - Purchased Services

Description	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
Other					

<input type="checkbox"/>	<u>This line item will pay for supplies and tools</u>	\$1,500.00				\$1,500.00
	Minor Category Sub-Total	\$1,500.00				\$1,500.00
	Major Category Sub-Total	\$1,500.00				\$1,500.00
<hr/>						
	Total	\$162,700.00	\$0.00	\$334,037.00	\$0.00	\$496,737.00
<input type="button" value="Hide Comments"/> <input type="button" value="View PDF"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/>						
Powered by IntelliGrants Copyright 2000-2005 Agate Software						

ARTICLE I

DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2009 and shall continue in force and effect for three (3) years: 2009, 2010, and 2011; thereafter effective in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

ARTICLE II

UNION RECOGNITION

SECTION 1

The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time permanent and provisional employees of the City of Long Branch, New Jersey, who serve in the titles listed below, exclusive of police officers, supervisory personnel, office and clerical workers, fire department employees, managerial executives and confidential employees.

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refers to all persons represented by the Union in the above-defined negotiating unit which shall consist of the following titles:

Assistant Supervisors (DPW Department)

Building Maintenance Worker (Janitor)

Equipment Operator

Heavy Equipment Operator

Laborer

Maintenance Repairer

Mechanic

Mechanic's Helper

Sanitation Driver

Sanitation Worker

Sr. Building Maintenance Worker

Sr. Maintenance Repairer

Street Repairer

Traffic Maintenance Worker

Truck Driver

Truck Driver Heavy

SECTION 2

The City Administrator shall notify the Union of any plans to seek bids, but not quotations, and to supply pertinent information at the Union's request.

SECTION 3

"As Needed" employees who are not union members and who are paid the minimum rate, without benefits, shall only be used by the City in accordance with the following limits:

No individual shall be employed on an "As Needed" basis for more than sixty (60) days in any year unless the individual is filling a position for which the regular employee is on disability or other leave of absence. If an "As Needed" employee who is not replacing a regular employee on leave is retained for more than sixty (60) days, he shall automatically receive regular employment status and the full benefits of bargaining unit membership. In the event that an "As Needed" employee is granted regular employment status without a break in service, the "As Needed" service shall be counted in calculating seniority.

ARTICLE III

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limitation the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers to the City shall be limited to the Statutes of New Jersey governing the Public Employee Relations Commission (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under Title 40 and/or 40A, N.J.S.A. and Title 11A, N.J.S.A. or any other national state, county or local laws or ordinances.

ARTICLE IV

EMPLOYEE RIGHTS

SECTION 1

The City hereby agrees that every eligible employee shall have the right freely to form, join and assist the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee in regard to hire or tenure of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by N.J.S.A. 34:13A-1 et seq.

SECTION 2

It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

SECTION 3

Whenever an employee is required to attend an investigatory interview, which may result in disciplinary action in excess of an oral reprimand, the employee shall be entitled to have a Union representative attend any such meeting. In addition, the City shall give the Union reasonable advance notice of any meeting at which an employee is scheduled to receive

disciplinary action in excess of an oral reprimand. Whenever an employee is given written notification of disciplinary action a copy of that notification shall be forwarded to the Union.

ARTICLE V

AUTHORIZED SALARY DEDUCTIONS

The City, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

- (a) Upon receipt of a duly signed authorization from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.
- (b) The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.
- (c) No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.
- (d) Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
- (e) A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the City.
- (f) The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

(g) Pursuant to State Law governing "Agency Shop," the City will forward, in the manner set forth herein, to the Union, eight-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employees' wages.

(h) The City agrees to inform all newly hired employees, who are eligible to join the Union, that they may join the Union ninety (90) days thereafter.

ARTICLE VI

UNION REPRESENTATION

SECTION 1

Designated representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City government or normal duties of its employees.

SECTION 2

The City agrees that up to two members of the Union shall be granted up to four days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretions in determining how such leave shall be allocated (e.g., all four days can be granted to a single individual). The Union shall give reasonable notice to the Chief Administrative Officer for the City of the dates on which such leave shall be taken and the identity of the individual(s) who are to take the leave.

SECTION 3

The City agrees to provide reasonable bulletin board space for the posting of notices or information by the Union or its members. All such notices shall be approved by the Director of Public Works. Approval shall not be unreasonably withheld.

ARTICLE VII
SALARY INCREASES

SECTION 1

A. Salaries shall be increased as follows:

- | | | |
|-----|-----------------|--------------------|
| (1) | January 1,2009 | Three (3%) percent |
| (2) | January 1, 2010 | Three (3%) percent |
| (3) | January 1, 2011 | Two (2%) percent |

B. Step Movement on the salary guide will occur on January 1st of each year. .

SECTION 2

The City reserves the right to determine what step a new hire shall be placed on the salary guide provided that such placement does not exceed a more senior employee. However, this provision shall not preclude the City from granting newly hired employees credit for experience obtained other than as a City of Long Branch employee.

SECTION 3

Employees shall be paid bi-weekly on every second Friday no later than one-half (1/2) hour before the end of the regular working day.

ARTICLE VIII

OVERTIME

SECTION 1

The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law.

SECTION 2

Overtime opportunities will be distributed as equally and practically among employees in the same department and shift.

SECTION 3

Time and one-half of the employee's regular rate of pay shall be paid for all work in excess of forty (40) hours per regular work week and for hours worked on a Saturday.

"Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned.

SECTION 4

Employees called upon to work in an emergent situation before or after his normal work shift or on weekends or holidays shall receive no less than four (4) hours pay at overtime rate for

each occurrence. However, call out pay shall not take effect if the call out is a continuation of the employee's regular shift or if the callout is two (2) hours or less before the scheduled shift time. In either case the time worked shall be paid at time and one-half (1½) for all hours actually worked with no minimum guarantee. On days when City Hall is closed due to a weather emergency and the blue collar workers have to report to work to deal with said weather emergency, every blue collar worker who actually works on said day will be paid time-and-one half for each hour actually worked on said holiday.

SECTION 5

Vacation days, personal days, approved sick days or any of the holidays designated herein are not to be subtracted in the computation of overtime.

SECTION 6

Employees required to work overtime for snow removal in excess of four and one-half (4½) hours will be eligible for a fifteen dollar (\$15.00) cash meal allowance at a local establishment to be designated by the Director of Public Works. This meal allowance will be paid by the City only when the employee is working outside of his regular shift. Employees will be eligible for second meal allowance of fifteen dollars (\$15.00) if they work more than nine hours straight after the end of a regular shift, and shall be entitled to another meal allowance if they work for four and a half hours thereafter.

SECTION 7

Employees working eight (8) or more hours of overtime (for snow removal or any other reason as determined by the Director of DPW) between the ending time of their normal shift and the starting time of their next normal shift shall have that next normal shift off with pay and not chargeable to sick or vacation time. This shall only apply if the following day is a normal workday as defined in this agreement.

If the emergency continues into the next normal shift, the employee will receive personal leave time for any hours worked into that shift in accordance with the following examples:

- a. An employee works a regular shift (7:00 a.m.-3:30 p.m.) on Tuesday. The employee is called in at 10:00 p.m. and works until 6:00 a.m. Employee is entitled to take the normal Wednesday shift off with pay at eight hours of straight time.
- b. An employee works a regular shift (7:00 a.m.-3:30 p.m.) on Tuesday. The employee is called in at 10:00 p.m. and works until 11:00 a.m. Employee is then released with straight time pay for the remaining four hours of the normal Wednesday shift, plus the employee is credited with four hours of personal leave time.

If the employee is unable to be granted the following day off by the Director of Public Works, the employee will be provided with a "floating holiday", which the employee must use within the next sixty days thereafter or within the same calendar year, whichever is greater.

SECTION 8

A separate check shall be issued by the Finance Department of all overtime hours worked on snow removal.

This check will have only the basic mandatory deductions of Social Security, Federal Income Tax, Unemployment (if applicable) and any and all deductions that may be mandated by the State or Federal Government now or in the future.

SECTION 9

Employees assigned to weekend container truck shall be compensated at a flat rate of \$100.00.

SECTION 10

If an employee works at a higher job classification for more than five consecutive days, the employee will receive differential pay at the higher rate of pay for that category dating back to the first day the employee was assigned to work in that classification. The City agrees it will not move employees in and out of job classifications so as to avoid compliance with this Section of the Agreement.

ARTICLE IX

HOLIDAYS

SECTION 1

The City agrees to guarantee to all of the employees the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	½ day Christmas Eve (if a regular working day)
Independence Day	Christmas Day
Labor Day	

Effective January 1, 2012, and for each year thereafter of the contract, Lincoln's Birthday will be deleted as a holiday in the City, and Christmas Eve will be a full day's holiday (not a half-day).

SECTION 2

Employees called in to work on a holiday shall be paid for such at one and one-half (1½) times the employee's regular rate plus the holiday pay.

SECTION 3

If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Chief Administrative Officer. Employees who are compelled to work on shifts or on individual assignment shall observe the actual date of the holiday under this Section.

SECTION 4

If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation.

ARTICLE X
VACATION LEAVE

SECTION 1

Employees shall be granted a vacation leave if earned each year of employment without loss of pay, consistent with Section 7 below. The year shall be January 1st to December 31st. Vacation leave may be taken at any time in the year (again, consistent with Section 7 below only); however, the Public Works Director reserves the right to limit the number and frequency of vacation leaves during the months of June, July and August. Vacation leave shall be earned in the following manner:

Up to one (1) year of service	One (1) day vacation for each full month
One (1) through Three (3) years	Twelve (12) days
Four (4) through Twelve (12) years	Fifteen (15) days
Thirteen (13) through Eighteen (18) years	Twenty (20) days
Nineteen (19) years or more	Twenty-five (25) days

SECTION 2

In addition to the provisions of Section 1 above, those employees, hired on or after July 1, 2000, shall receive the following vacation schedule:

Up to one (1) year of service	One day vacation for each month worked
One (1) year through three (3) years of service	Twelve (12) days per year
Four (4) years through twelve (12) years of service	Thirteen (13) days per year

Thirteen (13) years through
eighteen (18) years of service

Eighteen (18) days per year

Nineteen (19) years of service or more

Twenty-three (23) days per year

SECTION 3

Permanent part-time employees shall earn vacation leave on a proportional basis applied to the above schedule.

SECTION 4

Vacation leave must be taken during the current calendar year at such time as permitted unless the City determine otherwise because of pressure of work. Any unused vacation leave may be carried forward into the next succeeding calendar year only. The provisions of this Section are subject to the conditions set forth in Section 7 below.

SECTION 5

Anything hereinabove to the contrary notwithstanding, the Public Works Director shall determine and approve the dates and times of vacation leave to be taken by employees, subject to Section 7 below. Whenever possible, vacation leave shall be based on a seniority basis.

SECTION 6

Vacation schedules shall be prepared in advance. Paychecks will be available before the employee leaves for vacation upon request provided the employee has accumulated vacation time.

SECTION 7

a. Employees shall be required to provide at least 30 calendar days' notice to the Public Works Director of their intention to use vacation time. This 30 day requirement shall apply to all but 5 annual "floating" vacation days, which may be used with less than 30 calendar days' notice. The parties may reschedule all agreed upon vacation time upon necessity and by mutual agreement.

b. In the first 6 months of any calendar year, employees will schedule and can take up to 50% of their annual vacation time allotment for that particular year (not including any "carry-over" vacation time). The "carry-over" vacation days shall be taken prior to using any days accrued in that particular year. As of July 1 of any particular calendar year, employees can take their remaining vacation time.

c. Employees may schedule vacation in a calendar year before they have actually accrued such time (but only up to 50% of the annual vacation allotment based upon their years of service in the first 6 months of the year). However, if an employee leaves the employ of the City in any "negative" situation (that is, having used more vacation time than the employee had accrued prior to departure), the City will have the unfettered right, without challenge from either the employee or the Union, to offset up to 5 of the "owed" vacation days against the employee's right to a payroll check.

ARTICLE XI

SICK LEAVE

SECTION 1

Within the first calendar year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of the employee's regular appointment up to and including December 31st of the year.

SECTION 2

After the first calendar year of employment, each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

SECTION 3

After (10) years of continuous employment, each employee employed by the City on the date this Agreement is ratified shall receive twenty (20) days of sick leave with pay for each year of employment thereafter. Employees hired after the ratification of this Agreement will have their sick day entitlement capped at 15 sick days.

SECTION 4

Sick leave not taken shall accumulate to employee's credit from year to year and such employee shall be entitled to such accumulative sick leave with pay if and when needed.

SECTION 5

When an employee retires for reasons of physical disability, age, or length of service, such employee shall be entitled to fifty (50%) percent of his accumulative sick days pay not exceeding ten thousand (\$10,000) dollars in total, except as noted below in Section 8. The retiring employee shall, if possible, advise the Chief Administrative Officer prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the employee's PERS retirement form. This section shall pertain only to employees who terminate for reasons set forth as of the effective date of this Agreement or thereafter. Effective January 1, 2001, employees who qualify for and retire under a PERS retirement or disability pension shall now be entitled, upon retirement, to a payment of fifty (50%) percent of all unused, accumulated sick leave at the daily rate for the employee as of the date of the employee advises the City of his/her retirement/disability to a maximum of Fifteen Thousand (\$15,000) Dollars.

SECTION 6

The City shall continue to enroll its employees in the State Disability Plan.

SECTION 7

The New Jersey Civil Service Statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

SECTION 8

Employees hired after the ratification date of this Agreement will not be entitled to be reimbursed for unused sick days.

ARTICLE XII

INJURY LEAVE

SECTION 1

Whenever an employee sustains a physical injury in the performance of duty, the said employee shall inform his Supervisor immediately or as soon as practicable. Failure to provide such notice may be grounds for denial of a subsequent request for injury leave.

SECTION 2

After injury an employee shall comply with all reasonable requests of the employer for physical examinations, including x-rays, in accordance with N.J.S.A. 34:15-19.

ARTICLE XIII

BEREAVEMENT LEAVE

The City shall grant to each employee a maximum of five (5) days' leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Chief Administrative Officer.

The immediate family is defined as: Mother, Father, Mother-In-Law, Father-In-Law, Husband, Wife, Son, Daughter, Brother, Sister, Grandchild, grandparent or any relative residing in the employee's household.

Employees hired after January 1, 2003 will only be entitled to three (3) days of bereavement leave. Such employees will not be entitled to paid bereavement days for an aunt, uncle, niece, nephew, or first cousin, even if otherwise covered by the preceding paragraph.

ARTICLE XIV

JURY DUTY

Any employee summoned to Jury Duty or as a witness on behalf of the City shall receive full payment at the regular rate less Court compensation received while absent from their place of employment. Ample prior notice and proper evidence must be presented to the Chief Administrative Officer prior to any payment for such service.

ARTICLE XV
PERSONAL DAYS OFF

Three (3) personal days will be granted in each year of this Agreement. Sufficient notice shall be given to a bona fide Supervisor prior to approval of said personal days. Except for emergencies, a minimum of seventy-two (72) hours shall be considered sufficient notice. Nothing in the foregoing shall be construed to limit the City's discretion to deny approval of personal leave based upon its assessment of staffing requirements. Approval shall not be unreasonably denied. If the denial of a personal leave request prevents an employee from using the days, those days shall be carried over into the following year.

ARTICLE XVI

UNIFORM ALLOWANCE

SECTION 1

A replacement uniform allowance shall be authorized for each employee in an amount up to four hundred fifty (\$450.00) dollars for the duration of the Agreement.

SECTION 2

The initial uniform cost, together with any change or addition to the initial uniform, shall be paid by the City. After ninety (90) days of employment, the initial issue shall be supplied by the City as soon as possible thereafter. The initial issue shall be comprised of:

- (1) One (1) pair of shoes;
- (2) Three (3) uniforms (3 pants, 3 short-sleeve shirts);
- (3) Three (3) sets of thermal underwear;
- (4) One (1) winter coat;
- (5) One (1) fall coat;
- (6) Two (2) pairs of gloves – on an as-needed basis; however, employees must turn in old gloves before a new pair will be issued;
- (7) One (1) set of rain gear.

Upon resignation or termination of employment, an employee with one (1) year or less service must return his/her uniform before receiving a final paycheck. Failure to do so will result in the cost of paid uniforms being deducted from the employee's final paycheck.

All employees shall be required to wear the issued uniforms, without exception. Failure to wear said uniforms shall result in disciplinary action. In addition, all employees shall be required to properly maintain their uniforms.

SECTION 3

The source, application and manner of payment of such allowances authorized herein shall be determined by the Chief Administrative Officer.

SECTION 4

The parties shall establish a joint "Uniform Committee" to review specifications for new uniforms.

Effective January 1, 2006, employees shall receive a boot allowance as follows: \$100 on or about May 1st of any particular year, and \$100 on or about November 1st of any particular year, for the purchase of work boots. Employees will provide to the business office proof that they have purchased work boots with the money provided by the City.

ARTICLE XVII

EMPLOYEE INSURANCE PROGRAMS

SECTION 1

It is mutually understood and agreed that the City presently has in force Blue Cross, Blue Shield, Major Medical Insurance and Rider J insurance coverage for all employees covered by this Agreement, and the same or similar coverage at the same level of benefits will be continued in full force and effect (except as provided below).

Employees who choose to remain in the City's indemnity plan shall pay \$200.00 per month to the City for the partial distribution of the cost of indemnity health insurance. .

Employees hired prior to January 1, 2003, who were, as of that date, enrolled in the City's POS (Blue Choice) or traditional indemnity coverage may opt to move to the City's HealthNet (HMO) plan at no cost to the employee. Employees hired after that date may elect to enroll in any health plan provided that the employee pays the difference in premium cost (if any) between the POS (Blue Choice) plan and the plan selected by the employee.

Prescription drug co-pays under the HMO HealthNet Plan shall be \$10 generic, \$20 name brand and \$30 non-preferred (formulary).

The City will have the right to increase the current payout amount to employees who opt out of the City's health insurance coverage.

SECTION 2

The City shall secure and maintain accident and liability insurance for all its employees, to provide defense for all actions brought against an employee by a third party as a result of City employment and operating of City equipment.

SECTION 3

The City shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the New Jersey Public Employees Retirement Program.

SECTION 4

The City shall continue to provide \$1,000.00 life insurance for all employees and for all employees retired under the provisions of the New Jersey Public Employment Retirement Program.

SECTION 5

The current Dental Insurance now in effect shall remain in effect for the duration of this Agreement. Effective January 1, 2004, the City's monthly contribution per employee will be One Hundred Dollars (\$100.00) per month.

SECTION 6

Effective January 1, 2004, the Union's prescription plan shall be eliminated, and the City shall cease making contributions to this prescription plan as of that date.

SECTION 7

The Union shall have the right to representation on the Accident Review Board.

SECTION 8

After ratification of this Agreement, the City and the Union shall establish a Labor/Management Committee to explore alternate health insurance options.

ARTICLE XVIII

LONGEVITY

SECTION 1

All employees shall receive an added increment of \$500.00 after five (5) years of full-time employment and an additional increment of \$500.00 for each additional five (5) years of full-time employment. Longevity entitlement shall be calculated from the date of hire as a full-time employee.

SECTION 2

Increments of longevity payments shall be included in computations for payment of overtime.

accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

SECTION 5

Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

SECTION 6

The City, upon recalling, shall do so in the inverse of layoff. It shall recall the last employee laid off, providing however that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the City hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

SECTION 7

An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

SECTION 8

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid-off employee.

SECTION 9

The City shall provide the Union with written prior notice of any planned layoff or recall of any employee covered under this Agreement.

ARTICLE XXI
GRIEVANCE PROCEDURE

SECTION 1 – GENERAL

It is recognized that a complaint may arise between the City and the Union, or between the City or any one (1) or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The City and the Union earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints which may arise will be kept as informal as may be appropriate is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

SECTION 2- PROCEDURE TO BE FOLLOWED

The Union and the City agree that the settlement procedures set forth herein shall be the sole and exclusive method for adjusting employee complaints, provided, however, that a grievance to be considered under this Agreement shall not include any claim which falls within the jurisdiction of the Commissioner of the New Jersey State Department of Personnel or the Merit System Board under Title 11A, N.J.S.A. or any claims which fall within the jurisdiction of the New Jersey Public Employment Relations Commission. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their

supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the direction of the City, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

STEP ONE

A grievance shall be initiated within forty-eight (48) hours after the grievant knew or should have known of the event giving rise to the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate, supervisor for purposes of resolving the matter informally. Failure of the Union or the employee to act, except for good cause, within the said forty-eight (48) hours shall be deemed to constitute an abandonment of the grievance.

STEP TWO

If the grievance is not settled at the first step, it shall be reduced to writing within three (3) working days of the response of the first step. The Director of Public Works shall set a meeting within five (5) working days after the receipt of the written grievance or for such other time as is mutually agreeable. The second step meeting shall be between the Director of Public Works and the Union Representative, if requested by the Grievant. The Director of Public Works shall make written response at the second step within ten (10) working days of the grievance meeting.

STEP THREE

If the grievance is not settled at the second step, the grievant may make written request for a third step meeting with three (3) working days after the second step response. The Chief Administrative Officer of the City shall set a meeting within five (5) working days after the request or at such other time as is mutually agreeable. Said third step grievance meeting shall be between the Chief Administrative Officer and the Union Representative, if requested by the Grievant. The Chief Administrative Officer's response to the third step shall be delivered to the Union within ten (10) working days after the grievance meeting.

STEP FOUR

In the event the grievance is not settled, it may be taken to binding arbitration in the following manner:

Within five (5) working days after the completion of Step Three, the Union or the City may request the New Jersey Public Employment Relations Commission to appoint an arbitrator who shall have full power to resolve the dispute between the parties and his decision shall be final and binding on the parties. Cost of the arbitration shall be borne equally by the parties. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of the hearing.

ARTICLE XXII

NO STRIKE PLEDGE

SECTION 1

It is understood that there shall be no strikes, sit-downs, slowdowns, work stoppages or limitations upon activity of production during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sit-down, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members, provided that the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

SECTION 2

The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

SECTION 3

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXIII

OTHER PROVISIONS

SECTION 1

Effective upon the execution of the collective bargaining agreement by both parties, there shall be established a Safety Committee. The Safety Committee shall consist of two (2) members of the Union, as selected by the appropriate Union officials, and two (2) members of the City, as selected by the Business Administrator. The individuals shall serve at the pleasure of the appointing body(ies). The Committee shall meet quarterly at dates, times and locations determined by the City, which shall not interfere with the operations of the City. The Business Administrator and the Local President shall establish the meeting agenda no later than three (3) days prior to any meeting. The Safety Committee shall make recommendations to the City Business Administrator as to various issues of safety and working conditions, which shall not be binding upon the City.

SECTION 2

Job openings and vacancies shall be distributed to the appropriate City department(s) for posting on appropriate bulletin boards. Such posting(s) shall be displayed for a minimum period of three (3) working days prior to the application deadline. Working days shall be defined as Monday through Friday, whether the employee(s) works the day(s) or not.

SECTION 3

Employees in the job categories of Mechanic, Mechanic's Helper, Maintenance Repairer or Senior Maintenance Repairer will utilize in their personal "hand tools" while working for the City will be reimbursed for any damage to said personal tools, so long as the tools are being properly utilized by the employees and only if the tools are not otherwise under warranty.

ARTICLE XXIV

SEVERABILITY OF THE AGREEMENT

SECTION 1

In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State Administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

SECTION 2

Similarly, a Legislative Act or Governmental Regulation or Order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

SECTION 3

Nothing herein shall be construed to deny any employees his rights under Title 11A, N.J.S.A.

ARTICLE XXV

TERM AND RENEWAL

SECTION 1

This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2011. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

SECTION 2

The said notification shall be sent to the City and Union or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Long Branch, Monmouth County, New Jersey, on this ____ day of _____ 2011.

ATTEST:

Carla Katz, President

Secretary to C.A.O.

Kevin Tauro, Branch 4 President

, Representative

, Representative

, Representative

, Representative

Local 1034 Blue Collar Workers
Years 2009 - 2011

2009 3% INCREASE ON STEP
2010 3% INCREASE ON STEP
2011 2% INCREASE ON STEP

GUIDE 1

Bldg. Maint. Worker
Laborer
Mechanic Helper
Sanitation Worker

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2008	15.38	15.97	16.59	17.26	17.86	18.33	18.81	19.37	19.97	20.54	21.11	21.56	22.12	22.74	23.34
2009	15.84	16.45	17.00	17.57	18.19	18.78	19.37	19.97	20.57	21.16	21.74	22.31	22.89	23.46	24.04
2010	16.32	16.94	17.51	18.10	18.74	19.34	19.95	20.57	21.19	21.79	22.39	22.98	23.58	24.16	24.76
2011	16.65	17.28	17.86	18.46	19.11	19.73	20.35	20.98	21.61	22.23	22.84	23.44	24.05	24.64	25.26

GUIDE 2

Equipment Operator
Maintenance Repairer
Public Works Repairer
Sr. Bldg. Maint. Worker
Traffic Maint Worker
Truck Driver

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2008	14.97	15.50	16.06	16.66	17.23	17.83	18.38	18.96	19.54	20.11	20.66	21.23	21.81	22.39	22.98
2009	16.45	17.00	17.57	18.19	18.78	19.37	19.97	20.56	21.16	21.74	22.31	22.94	23.51	24.09	24.67
2010	16.94	17.51	18.10	18.74	19.34	19.95	20.57	21.18	21.79	22.39	22.98	23.63	24.22	24.81	25.41
2011	17.28	17.86	18.46	19.11	19.73	20.35	20.98	21.60	22.23	22.84	23.44	24.10	24.70	25.31	25.92

Local 1034 Blue Collar Workers

Years 2009 - 2011

2009 3% INCREASE ON STEP

2010 3% INCREASE ON STEP

2011 2% INCREASE ON STEP

GUIDE 3

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2008	16.50	17.06	17.57	18.24	18.82	19.40	19.98	20.55	21.14	21.70	22.28	22.82	23.38	23.94	24.50
2009	17.00	17.57	18.20	18.79	19.38	19.98	20.58	21.17	21.77	22.35	22.95	23.50	24.08	24.66	25.24
2010	17.51	18.10	18.75	19.35	19.96	20.58	21.20	21.81	22.42	23.02	23.64	24.21	24.80	25.40	26.00
2011	17.86	18.46	19.13	19.74	20.36	20.99	21.62	22.25	22.87	23.48	24.11	24.69	25.30	25.91	26.52

Heavy Truck Driver
Sanitation Truck Drv
St. Bldg. Maint. Repairer

GUIDE 4

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2008	17.24	17.58	18.12	18.66	19.20	19.74	20.28	20.82	21.36	21.90	22.45	22.99	23.53	24.07	24.61
2009	17.55	18.11	18.66	19.22	19.78	20.33	20.89	21.44	22.00	22.56	23.12	23.68	24.24	24.79	25.35
2010	18.08	18.65	19.22	19.80	20.37	20.94	21.52	22.08	22.66	23.24	23.81	24.39	24.97	25.53	26.11
2011	18.44	19.02	19.60	20.20	20.78	21.36	21.95	22.52	23.11	23.70	24.29	24.88	25.47	26.04	26.63

Heavy Equipment Operator
Mechanic

GUIDE 5

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2008	17.28	18.12	18.68	19.23	19.77	20.31	20.82	21.36	21.90	22.45	22.99	23.53	24.07	24.61	25.15
2009	18.11	18.66	19.22	19.78	20.33	20.89	21.44	22.00	22.56	23.12	23.68	24.24	24.79	25.35	25.90
2010	18.65	19.22	19.80	20.37	20.94	21.52	22.08	22.66	23.24	23.81	24.39	24.97	25.53	26.11	26.68
2011	19.02	19.60	20.20	20.78	21.36	21.95	22.52	23.11	23.70	24.29	24.88	25.47	26.04	26.63	27.21

Ass't Park Supv.
Ass't. Sanitation Supervisor
Ass't. Street Supervisor
Street Inspector

R# 86-11

RESOLUTION
2010 BUDGET APPROPRIATION RESERVE TRANSFERS

WHEREAS N.J.S.A. 40A:4-59 states that, if during the first 3 months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserve over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

WHEREAS the Director of Finance has deemed that the appropriation set forth below meet the requirements aforementioned, and recommends that said transfers be made,

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL, AT A
REGULAR MEETING HELD ON MARCH 22, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 22 DAY OF MARCH 2011
Kathy L. Schmelz
MUNICIPAL CLERK, R.N.J.

Budget Appropriations Reserves 2010

TRANSFER
03/22/2011

Transfers To:

Central Switchboard	
Salaries and Wages	3,000.00
Division of Accounts and Control	
Salaries and Wages	3,000.00
Division of Purchasing	
Salaries and Wages	4,000.00
Division of Street Construction & Maintenance	
Salaries and Wages	25,000.00
Division of Fire	
Uniform Fire Safety	
(Chapter 383, P.L. 1983)	
Salaries and Wages	2,000.00
Department of Health	
Office of the Director	
Salaries and Wages	10,000.00
Miscellaneous Other Expense (Reassessment)	
Municipal Court	
Salaries and Wages	<u>3,000.00</u>

Total Transfers To: 50,000.00

Transfer From:

Division of Police	
Salaries and Wages	<u>(50,000.00)</u>

Total Transfer From: (50,000.00)

R# 84-11

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT WITH LOCAL 1034 (BLUE COLLAR)

WHEREAS, almost all of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

WHEREAS, after negotiations, the City has settled bargaining agreement in order to provide for various terms and conditions of employment for the affected employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch and Local 1034 (Blue Collar) for the period January 1, 2009 through December 31, 2011.

MOVED: *Pallone*
SECOND: *Sisicanni*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON March 22, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 22 DAY OF March 2011
Kathy L. Schelz
MUNICIPAL CLERK, R.N.J.

AGREEMENT

Between

THE CITY OF LONG BRANCH

and

THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1034

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

James L. Plosia Jr., Esq.
APRUZZESE, McDERMOTT,
MASTRO & MURPHY, P.C.
25 Independence Boulevard
P.O. Box 112
Liberty Corner, NJ 07938
(908) 580-1776
(908) 647-1492 (Facsimile)

TABLE OF CONTENTS

ARTICLE I	DURATION OF AGREEMENT	1
ARTICLE II	UNION RECOGNITION	2
ARTICLE III	MANAGEMENT RIGHTS	4
ARTICLE IV	EMPLOYEE RIGHTS	6
ARTICLE V	AUTHORIZED SALARY DEDUCTIONS	8
ARTICLE VI	UNION REPRESENTATION	10
ARTICLE VII	SALARY INCREASES	11
ARTICLE VIII	OVERTIME	12
ARTICLE IX	HOLIDAYS	16
ARTICLE X	VACATION LEAVE	18
ARTICLE XI	SICK LEAVE	21
ARTICLE XII	INJURY LEAVE	24
ARTICLE XIII	BEREAVEMENT LEAVE	25
ARTICLE XIV	JURY DUTY	26
ARTICLE XV	PERSONAL DAYS OFF	27

TABLE OF CONTENTS CONTINUED

ARTICLE XVI UNIFORM ALLOWANCE28

ARTICLE XVII EMPLOYEE INSURANCE PROGRAMS.....30

ARTICLE XVIII LONGEVITY33

ARTICLE XIX PROBATIONARY EMPLOYEES.....34

ARTICLE XX SENIORITY AND FORCE REDUCTION35

ARTICLE XXI GRIEVANCE PROCEDURE.....38

ARTICLE XXII NO STRIKE PLEDGE41

ARTICLE XXIII OTHER PROVISIONS42

ARTICLE XXIV SEVERABILITY OF THE AGREEMENT44

ARTICLE XXV TERM AND RENEWAL45

SIGNATURE PAGE.....46

SALARY GUIDES.....47