

RESOLUTIONS ADOPTED BY CITY COUNCIL 10-23-12

R248-12 RESOLUTION AUTHORIZING PURCHASE OF A 1994 INTERNATIONAL 4500 SANITATION TRUCK VIN #1HTSHAARORH586317 FROM THE CITY OF ASBURY PARK

R249-12 RESOLUTION – SPECIAL ITEM OF REVENUE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANT GRANT \$10,945.00

R250-12 RESOLUTION AWARDED CONTRACT FOR PURCHASE OF TURNOUT GEAR, AND SAFETY EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY

R251-12 RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR PURCHASE AND INSTALLATION OF HVAC UNIT FOR MANAHASSETT CREEK PARK (HANNA'S MECHANICAL CONTRACTORS, INC.)

R252-12 RESOLUTION AWARDED BID FOR TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE (MAZZA & SONS, INC.) **(REMOVED)**

R253-12 RESOLUTION AUTHORIZING AN APPLICATION TO MONMOUTH COUNTY MUNICIPAL OPEN SPACE GRANT PROGRAM

R254-12 RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR CONTRACT FOR IMPROVEMENTS TO BATH AVENUE BETWEEN THE CITY OF LONG BRANCH AND R & B BUILDERS **(REMOVED)**

R255-12 RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND STEVEN C. RUBIN, ESQ. AS ASSISTANT CITY ATTORNEY AND MUNICIPAL COURT PROSECUTOR FOR YEARS 2009 – 2012

R256-12 RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND STEVEN C. RUBIN, ESQ. AS ASSISTANT CITY ATTORNEY AND MUNICIPAL COURT PROSECUTOR FOR YEARS 2012 – 2015

R257-12 RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND GEORGE CIERI, ESQ. AS MUNICIPAL COURT JUDGE FOR YEARS 2009 – 2012

R258-12 RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND

GEORGE CIERI, ESQ., AS MUNICIPAL COURT JUDGE FOR YEARS
2012 – 2015

R259-12 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 248-12

**RESOLUTION AUTHORIZING PURCHASE OF A 1994 INTERNATIONAL
4500 SANITATION TRUCK VIN #1HTSHAARORH586317 FROM THE
CITY OF ASBURY PARK**

WHEREAS, the City of Asbury Park is in possession of a non-functioning 1994 International 4500 Sanitation Truck;

WHEREAS, the City of Long Branch, Department of Public Works has expressed an interest in the purchase of this truck for a fee of \$5,000.00; 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 **Appropriation # G-06-043-402, \$2,758.65 and Appropriation # G-11-043-402, \$2,241.35 for a grand total of \$5,000.00.**

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch authorizes the purchase of a 1994 International 4500 Sanitation Truck, Vin #1HTSHAARORH586317 from the City of Asbury Park for a **sum not to exceed \$5,000.00.**

MOVED: *Pallone*
SECONDED: *Bastelli*

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 *October 23, 2012*
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *24th* DAY OF *October* 20*12*

Kathy L. Scheele

**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:

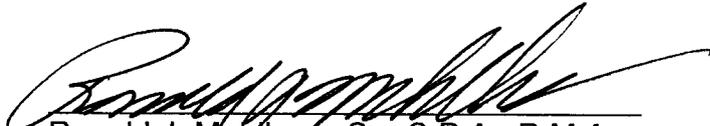
CONTRACT TO PURCHASE SANITATION TRUCK

Said contract being made as follows:

CITY OF ASBURY PARK \$5,000.00

Said funds being available in the form of:

**RECYCLING VEHICLE #G-06-043-402, \$ 2,758.65, #G-11-043-402, \$2,241.35
FOR A GRAND TOTAL OF \$5,000.00**


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

10/16/12
Date

**RESOLUTION AUTHORIZING THE TRANSFER OF A GARBAGE PACKER TRUCK
TO THE BOROUGH OF LONG BRANCH FOR NOMINAL CONSIDERATION**

WHEREAS, N.J.S.A. 40A:11-36 governs the sale or other disposition of personal property by a municipality; and

WHEREAS, the statute, at Subsection (2) thereof, indicates that when the sale is to the United States, the State of New Jersey, or any governmental unit in the United States, then advertisement for bids is not required; and

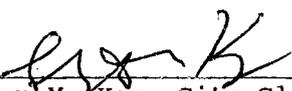
WHEREAS, the City of Asbury Park is in possession of a non-functioning 1994 International Garbage Packer Truck to be liquidated; and

WHEREAS, the Borough of Long Branch DPW has expressed interest in the purchase thereof; and,

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park as follows:

1. That the City is hereby authorized to dispose of the aforesaid truck to the Borough of Long Branch for the nominal sum of \$5,000.
2. That all appropriate City officials are authorized and directed to undertake all actions that are necessary in order to effectuate the transfer of the aforesaid personal property for the nominal consideration referenced above.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Terence J. Reidy, City Manager;
 - b. Christine Paulin, Acting Chief Financial Officer;
 - c. Frederick C. Raffetto, Esq., City Attorney;
 - d. Jose R. Cunha, P.E., C.M.E., Director of Public Works.

ADOPTED: September 19, 2012



Stephen M. Kay, City Clerk.

R# 249-12

**RESOLUTION – SPECIAL ITEM OF REVENUE
UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
BUREAU OF JUSTICE ASSISTANCE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
\$10,945.00**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2012 in the amount of \$10,945.00 which item is now available from the United States Department of Justice.

BE IT FURTHER RESOLVED that a like sum of \$10,945.00 is hereby appropriated under the caption of:

U. S. Department of Justice
Edward Byrne Memorial Justice Assistance Grant \$10,945.00

BE IT FURTHER RESOLVED that the City Clerk forward two (2) copies of the required Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, PATRY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING IS A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON October 22, 2012 IN THE PRESENCE WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY.
Patry L. Schmeltz
MUNICIPAL CLERK, R.N.C.

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the

governing body of- City of Long Branch
Name of Municipality

Heborah Talerico, Deputy Clerk
Clerk's Signature

I hereby certify the City of Long Branch
Name of Municipality

has realized or is in receipt of written notifica-

tion of the state or federal monies cited in the following resolution, which meets all statutory

requirements and will be included in the 2012 municipal budget.
Year

Donald Miller
Signature, Chief Financial Officer

Resolution Number: 149-12

Date of Adoption: Oct. 23, 2012

Revenue Title: U.S. Dept. of Justice, Edward Byrne Memorial JAG Grant Amount: \$ 10,945.00

Appropriation Title: U.S. Dept. of Justice, Edward Byrne Memorial JAG Grant Amount: \$ 10,945.00

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____
Duly Appointed Designee Date Certified

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY	
Municode:	_____
Doc. No.	_____

R# 250-12

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF TURNOUT GEAR, AND SAFETY EQUIPMENT
FOR THE DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, the City has the need to purchase turnout gear and safety equipment for use by the Division of Fire, in the Department of Public Safety; and

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

WHEREAS, there exist New Jersey State Contracts for said equipment from various vendors, and it is the recommendation of the Fire Chief and Public Safety Director that the brands of equipment, as detailed in Attachments A, annexed hereto, will best meet the needs of the Department; 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 purchase from the Bond Ordinance #17-12, Various Capital Improvements City of Long Branch, Appropriation Line Item #C-04-109-604, in the amount of \$52,452.39

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Fire Fighter One for purchase of Firefighting Gear and Equipment as detailed in attached quote, in accordance with the terms and conditions on New Jersey State Contract # A 80946, for a sum not to exceed \$52,452.39.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL, AT A
REGULAR MEETING HELD ON October 23, 2012
AND I HAVE HERETO SET
HEREIN AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF October 2012
Kathy L. Schmeltz

**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:

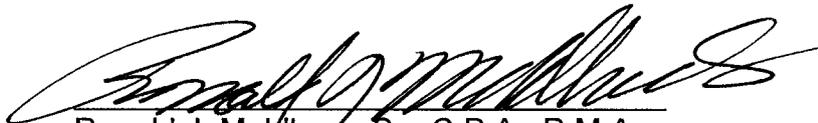
**CONTRACT TO PURCHASE TURNOUT GEAR AND SAFETY EQUIPMENT
FIRE DIVISION**

Said contract being made as follows:

FIREFIGHTER ONE \$52,452.39

Said funds being available in the form of:

**BOND ORDINANCE #17-12 VARIOUS CAPITAL IMPROVEMENTS
#C-04-109-604, \$52,452.39**



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

Date



26 Gail Court Suite #1 Sparta, NJ 07871
 Phone (973) 940-3061 Fax (973) 860-1388
 www. FF1 .com

ESTIMATE

Estimate #	10-12345
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Bill to Address:

Long Branch Fire Department
 344 Broadway
 Long Branch, NJ 07740

Ship to Address:

City of Long Branch
 344 Broadway
 Long Branch, NJ 07740

ESTIMATE VALID FOR 60 DAYS

Date	8/28/2012	Requested by	Sales Rep	RP
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Item	Description	Qty	Rate	Total
LONG BRANCH C...	Fire-Dex FX-R Custom Turnout Coat (32") Coat Outer Shell: 7.5 oz. Gemini™: PBI/Kevlar® - Black Coat Thermal Liner: (SFX) Caldura® SL facecloth quilted to 2-layer E89 Coat Moisture Barrier: (TFX) Stedair® 3000 on E89 Coat Closures: Inner woven hook & loop / outer hook & dee Coat Trim Style: 3" NYC - Scotchlite lime/silver triple trim	23	1,191.5213	27,404.99
LONG BRANCH P...	Fire-Dex FX-R Custom Turnout Pants Pant Rise: Mid rise Pant Rear Panel: 3" rear panel Pant Outer Shell: 7.5 oz. Gemini™: PBI/Kevlar® - Black Pant Thermal Liner: (SFX) Caldura® SL facecloth quilted to 2-layer E89 Pant Moisture Barrier: (TFX) Stedair® 3000 on E89 Pant Closures: Inner woven hook & loop / outer hook & dee Pant Trim Style: 3" around cuffs - Scotchlite lime/silver triple trim	23	958.20	22,038.60
FDXL 100	Fire-Dex FDXL 100 Structural Leather Firefighting Boot	11	248.98182	2,738.80
1010BSW	Cairns 1010 w/Bourkes, White	1	270.00	270.00
NEW JERSEY STATE CONTRACT # A80946 / FIRE-DEX LINE # 0004 / COMM CODE: 340-34-029071				
NEW JERSEY STATE CONTRACT # A80953 / MINE SAFETY APPLIANCES / Line 14 HELMETS - CAIRNS & BROTHERS				
			Total	\$52,452.39

Signature: _____

Municipal P.O. [] Department to pay []

Printed Name: _____

P.O. # _____

#17-12

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,270,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,209,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the City of Long Branch, New Jersey as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$1,270,000, including the aggregate sum of \$61,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$1,209,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

(a) Providing for City-wide paving improvements, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$ 835,000	\$ 795,200	10 years

(b) Providing for the replacement of firehouse aprons, purchase of firefighting gear, SCBA face pieces, mobile radios, portable radios and radio pagers for the Fire Department.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$ 145,000	\$ 138,000	5 years

(c) Providing for the acquisition of equipment, rubber tire loader and skid steer style rubber track machine for the Department of Public Works.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$ 290,000	\$ 275,800	5 years

<u>TOTAL APPROPRIATION</u>	<u>TOTAL BOND AUTHORIZATION</u>	<u>AVERAGE PERIOD OF USEFULNESS</u>
\$1,270,000	\$1,209,000	8.28 years

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The chief financial officer is hereby authorized to sell part or all of the notes from

time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget of the City of Long Branch is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements that the City may lawfully undertake as general improvements, and no part of the costs thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 8.28 years.

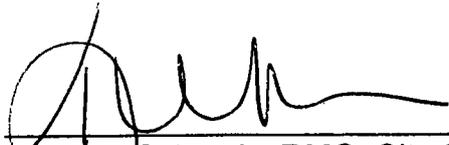
(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,209,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated costs indicated herein for the purposes or improvements.

Section 7. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

INTRODUCED: AUGUST 14, 2012
ADOPTED: AUGUST 28, 2012



Kathy L. Schmelz, RMC, City Clerk



Adam Schneider, Mayor

RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR PURCHASE AND INSTALLATION OF HVAC UNIT
FOR MANAHASSETT CREEK PARK

WHEREAS, sealed bids were received and publicly opened at the Long Branch Municipal Building on October 16, 2012 for Purchase and Installation of HVAC Unit for Manahasset Creek Park.

WHEREAS, six (6) bids were received as follows:

Hanna's Mechanical \$16,420 / A.A. Duckett \$24,100 / Core Mechanical \$28,107.44 / Franklin Sheet Metal \$36,575 / EACM Corp \$42,275 / Burlew Mechanical \$80,000; and

WHEREAS, bids were evaluated and reviewed by the Purchasing Agent and Director of Public Works; and

WHEREAS, it is the recommendation of the Director of Public Works and the Purchasing Agent that the City of Long Branch awards a contract to **Hanna's Mechanical Contractors, Inc. 155 North Main Street Milltown, NJ 08850 in an amount not to exceed \$16,420;** and

WHEREAS, the Chief Financial Officer of the City of Long Branch certifies, in accordance with the Certification of Funds form attached hereto, that the funds for this project are available in Appropriations #C-04-101-601, for the amounts of \$16,420; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a contract to **Hanna's Mechanical Contractors, Inc. 155 North Main Street Milltown, NJ 08850 in an amount not to exceed \$16,420;**

OFFERED:	<u>Pallone</u>
SECOND:	<u>Bastelli</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. 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 October 23, 2012
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 October, 2012
Kathy L. Schemel
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:

**CONTRACT TO PURCHASE HVAC UNIT ALL RELATED MATERIALS
MANAHASSET CREEK PARK**

Said contract being made as follows:

HANNA'S MECHANICAL CONTRACTORS, INC. \$16,420.00

Said funds being available in the form of:

**IMPROVEMENTS TO PARKS
#C-04-101-601, \$16,420.00**


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

10/16/12
Date

Memo

To: Howard H. Woolley, Business Administrator
From: David Spaulding, Purchasing Agent
CC: Ronald J. Mehlhorn, Finance Director
Date: 10/16/2012
Re: Purchase and Installation HVAC Manahasset Creek Park Re-Bid

Bid Summary HVAC Manahasset Creek Park Re-Bid

A bid Committee consisting of Fred Migliaccio Director DPW and David Spaulding, Purchasing Agent, were in receipt of sealed bids which were advertised on October 3, 2012 and were received on October 16, 2012.

Hanna's Mechanical Contractors, Inc.
155 North Main Street
Milltown, NJ 08850
Total Base Bid: \$16,420.00

A.A.Duckett, Inc.
13 Maple Leaf Court
Glassboro, NJ 08028
Total Base Bid: \$24,100.00

Core Mechanical Inc.
7150 North Park Drive Suite 400
Pennsauken, NJ 08109
Total Base Bid: \$28,107.44

Franklin Sheet Metal
122 South Main Street
Ocean Grove, NJ 07756
Total Base Bid: \$36,575.00

EACM Corp
 1070 Ocean Ave.
 Sea Bright, NJ 07760
Total Base Bid: \$42,275.00

Burlew Mechanical LLC
 110 Main St-Suite 103
 South Amboy, NJ 08879
Total Base Bid: \$80,000.00

Vendor	Hanna's	AA Duckett	Core Inc.	Franklin Sheet Metal	EACM Corp	Burlew LLC		
Bid Bond	YES	YES	YES	YES	YES	YES		
Surety	YES	YES	YES	YES	YES	YES		
References	YES	YES	YES	YES	YES	YES		
Ownership	YES	YES	YES	YES	YES	YES		
Equip Cert	YYES	YES	YES	YES	YES	YES		
Non Collusion	YES	YES	YES	YES	YES	YES		
Addendum	YES	YES	YES	YES	YES	YES		
BRC	YES	YES	YES	YES	YES	YES		
Subcontractors	N/A	YES	N/A	YES	YES	YES		
Public Works Cert	YES	YES	YES	YES	YES	YES		
Pay 2 Play	N/A	N/A	N/A	N/A	N/A	N/A		

Note:

Based on the sealed bid submissions from the respondents. Purchasing recognizes **Hanna's Mechanical Contractors**. as the lowest, responsive, responsible bidder to be considered for this contract award.

RESOLUTION NO. 253-12
MEETING DATE:

**RESOLUTION AUTHORIZING AN APPLICATION TO MONMOUTH
COUNTY MUNICIPAL OPEN SPACE GRANT PROGRAM**

WHEREAS, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Governing Body of City of Long Branch desires to obtain County Open Space Trust Funds in the amount of \$250,000.00 to fund the Bank Stabilization around Takanassee Lake, Block 61 Lot 1 on the City of Long Branch Tax Map; and

WHEREAS, the total cost of the project including all matching funds is \$620,300.00; and

WHEREAS, the City of Long Branch is the owner of and controls the project site.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Long Branch **THAT**:

1. Adam Schneider or the successor to the office of Mayor is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above named municipality; and
2. The City of Long Branch is committed to this project and will provide the balance of funding necessary to complete the project in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations and statutes thereto; and

4. Adam Schneider or the successor to the office of Mayor is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and

5. This resolution shall take effect immediately.

ROLL CALL: MOVED: Pallone Seconded: Bastelli

AYES: 5

NAYS: 0

ABSTAINED: 0

ABSENT: 0

CERTIFICATION

I, Kathy L. Schmelz do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of City of Long Branch at a meeting held on the 23th day of October, 2012.

In Witness Whereof, I have hereunder set my hand and official seal of the municipality this 24th day of October, 2012.

A RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND STEVEN C. RUBIN, ESQ., AS ASSISTANT CITY ATTORNEY AND MUNICIPAL COURT PROSECUTOR FOR YEARS 2009 - 2012.

WHEREAS, the City of Long Branch has previously approved a Professional Services Agreement appointing Steven C. Rubin, Esq. as the Assistant City Attorney and Municipal Court Prosecutor for years 2009-2012; and

WHEREAS, pursuant to the request of the Finance Director of the City of Long Branch, the City requires a Resolution memorializing said Professional Services Agreement in the form annexed hereto and made a part hereof; and

WHEREAS, this Resolution is in the best interests of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the Professional Services Agreement between the City of Long Branch and Steven C. Rubin, Esq. as Municipal Court Prosecutor for years 2009-2012 for the City of Long Branch.

MOVED: Pallone
SECONDED: Bastelli

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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 October 23, 2012
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 October, 2012
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ____th day of _____, 2012 by and between the **CITY OF LONG BRANCH**, with offices located at 344 Broadway, Long Branch, New Jersey 07740 (hereinafter referred to as the “City”) and Steven C. Rubin, whose address is 255 Monmouth Road, Oakhurst, New Jersey, 07755 (hereinafter referred to as “Attorney”).

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40:69A-31, *et seq.*, the City is empowered to determine the terms of office, duties, and compensation of its officers, agents, and employees; and

WHEREAS, there exists a need to retain the services of a licensed attorney to serve as the City’s Assistant City Attorney and Municipal Court Prosecutor and provide professional legal services in the capacity as Assistant City Attorney and Municipal Court Prosecutor, and

WHEREAS, the City believes it is in its best interests to retain Attorney to serve as Assistant City Attorney and Municipal Court Prosecutor for purposes of representing the City and appearing before the City of Long Branch Municipal Court, and

WHEREAS, Attorney desires to provide professional legal services to the City as its Assistant City Attorney and Municipal Court Prosecutor under the terms, provisions, and conditions set forth herein, and

WHEREAS, the City is empowered by law to appoint and employ professionals, technical advisors, and experts as the City may determine to be necessary for its efficient operation, and

WHEREAS, the City desires to provide Attorney with a written contract in order to enhance stability and continuity within the government and municipal court system of the City; and

WHEREAS, the City and Attorney believe that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their duties in the operation of the government for the City of Long Branch.

NOW, THEREFORE, the City and Attorney, for the consideration herein specified, agree as follows:

I. **DUTIES**

A. The City hereby retains Steven C. Rubin to act and serve as Assistant City Attorney. In his capacity as Assistant City Attorney, Attorney shall serve as City Prosecutor. As City

Prosecutor, Attorney shall assist the Court Clerk to prepare complaints, arrange for and prepare case for trial in advance of the trial date and, wherever possible, make a thorough pretrial investigation of defendants who will be found guilty and eventually sentenced. Attorney shall attend upon the Municipal Court and prosecute on behalf of the City:

1. All indictable offenses for presentation or an arraignment or preliminary hearing and in aid of the County Prosecutor where the County Prosecutor assumes to act an arraignment or preliminary hearing;
2. All battery proceedings, Poor Act (welfare) prosecutions for non-support and all non-support matters of indigence, deserted wives, and children;
3. All drunken driving, reckless driving, and/or careless driving cases where initiated by police, leaving the scene of an accident, driving while on the revoked list;
4. All narcotics matters, including disorderly persons charges involving drugs;
5. All disorderly persons charges involving public places and streets;
6. All shoplifting cases, bad check, and commercial fraud practiced upon local commercial enterprises;
7. All assaults and batteries involving knives and instruments or weapons of any all kinds whether on private or public property and all assaults and batteries, common fights in public places, public streets, or public property; and
8. All violations of City Ordinances.

B. In the event of the temporary absence, disability, or disqualification of the City Attorney, Attorney, in his capacity as the Assistant City Attorney, may act in his place until the absence, disability, of disqualification is terminated.

C. Attorney shall faithfully perform the duties of Assistant City Attorney in accordance with all applicable laws, regulations, ordinances, policies, and directives, as same may be amended from time to time, by the State of New Jersey, Monmouth County, and the City of Long Branch. In his capacity as City Prosecutor, Attorney shall attend to the business of the City of Long Branch Municipal Court as required for the smooth and efficient operation of the City of Long Branch Municipal Court.

D. Attorney shall make himself available for all regular and special sessions of the City of Long Branch Municipal Court wherein appearance by a prosecutor on behalf of the City is necessary or desired by the City.

E. Attorney shall be licensed to practice law in the State of New Jersey. Attorney shall undertake and complete all requirements necessary to be a member in good standing of the bar of the State of New Jersey, including but not limited to completing all necessary continuing legal

education requirements and paying all requisite costs and fees associated with being licensed to practice law in the State of New Jersey.

F. Attorney shall at all times while performing his obligations under this Agreement abide by the New Jersey Rules of Professional Conduct.

G. Attorney agrees to maintain malpractice insurance in an amount no less than \$1,000,000 during the Term of this Agreement.

H. Attorney shall refrain from any activities that might constitute a conflict of interest including, but not limited to, representing parties adverse to the City, representing officials or employees of the City, representing applicants for permits, licenses, or other approvals from the City, and representing any party having a financial or legal relationship with the City.

I. Attorney shall at all times during the Term of this Agreement be a resident of the State of New Jersey.

J. Attorney shall perform such other duties as may be required from time to time in the capacity as Prosecutor for the City of Long Branch Municipal Court.

II. COMPENSATION

A. Attorney shall receive as compensation for his services as Assistant City Attorney and Municipal Court Prosecutor an annual base salary as set forth below.

1. For the period of August 1, 2009, through July 31, 2010, Attorney shall receive the annual base salary of thirty thousand dollars (\$30,000).

2. For the period of August 1, 2010, through July 31, 2011, Attorney shall receive the annual base salary of thirty thousand dollars (\$30,000).

3. For the period of August 1, 2011, through July 31, 2012, Attorney shall receive the annual base salary of thirty thousand dollars (\$30,000).

Said compensation will be payable in equal bi-weekly installments, in the same manner as City employees are paid, or in any other manner designated by the City.

B. Attorney shall receive as additional compensation for his services at any special sessions of the City of Long Branch Municipal Court the amount of four hundred dollars (\$400) per session. Said additional compensation will be payable in the same manner as other compensation is paid pursuant to Section II.A., except that the payments will be made from any Alcohol Education and Rehabilitation Funds on hand.

C. It is further agreed that the City shall review the salary of Attorney on at least an annual basis by January 1 of each year. The City shall determine upon said review whether to change

Attorney's compensation. The City also may change Attorney's salary at its discretion at other times during the term of this Agreement.

III. TERM

A. This Agreement shall commence on August 1, 2009. This Agreement shall terminate on July 31, 2012.

B. Either party may terminate this Agreement with no less than thirty (30) days written notice to the other party, with or without cause. If either party terminates this Agreement pursuant to the provisions of this paragraph, no further payment shall be due from the City to the Attorney and the parties shall have no further obligations to each other under the terms of this Agreement.

C. Upon expiration of this Agreement, Attorney shall continue to serve as the Assistant City Attorney for the City of Long Branch until such time as a successor is appointed to replace Attorney and the terms of this Agreement shall remain in full force and effect during such service. If Attorney continues to serve as the Assistant City Attorney for the City of Long Branch following the expiration date of this Agreement, the Attorney and the City will use their best efforts to enter into a new agreement.

IV. PROFESSIONAL GROWTH AND DEVELOPMENT

The City encourages the continuing professional growth of Attorney through his participation in, but not limited to, the following:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national organizations relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

B. Seminars and courses offered by public or private institutions, including but not limited to continuing legal education seminars and courses, relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

C. All costs and expenses of attendance and participation at any seminars or courses incurred by Attorney shall be paid by Attorney.

V. BENEFITS

A. Health and Medical Benefits: Unless prohibited by law, the City shall provide Attorney with health and medical benefits in accordance with the established practices of the City with respect to the extent and limits of coverage provided by the City for Department Heads and/or statutory employees. In the alternative, the City may provide comparable coverage through another carrier. In conformity with P.L. 2010, Chapter 2, Attorney shall annually pay to the City the percentage of his gross annual salary required by law as a contribution toward the cost of

health insurance. Nothing in this Agreement shall require the City to provide Attorney with health and medical benefits if provision of such benefits is prohibited by law.

B. Retirement System Benefit: Unless prohibited by law, Attorney shall be entitled to participate in the Public Employees Retirement System for which he is eligible. Unless prohibited by law, City and Attorney agree to make the appropriate contributions to the Public Employees Retirement System for which Attorney is eligible in accordance with the provisions of N.J.S.A. 43:15A-1, *et seq.* Nothing in this Agreement shall require the City to continue making contributions if the City is required by law to discontinue making contributions or if Attorney is or becomes ineligible for participation in the Public Employees Retirement System.

VI. RESTRICTIVE COVENANT

It is agreed between the City and Attorney that, during the Term of this Agreement, Attorney shall devote his best efforts to the affairs of the City of Long Branch Municipal Court and shall not, directly or indirectly, engage in any other pursuits requiring his professional services, without notification of the City.

VII. INDEMNIFICATION

Whenever any civil action has been or shall be brought against Attorney for any act or omission arising out of or in the course of the performance of his duties under this Agreement, the City shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any, and shall save harmless and protect Attorney from any financial loss resulting therefrom. The City shall have sole discretion in the hiring of any attorney and establishing the rates and charges for such representation.

In the event that any criminal action shall be brought against Attorney for any act or omission arising out of or in the course of the performance of his duties under this Agreement, the City, upon a non-guilty determination, shall reimburse Attorney for any and all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any. Attorney shall have the sole discretion in the hiring of any such attorney for such defense, subject, however, to prior approval by the City as to the rate and charges for same.

VIII. MERGER

This Agreement sets forth the entire agreement between the City and Attorney with respect to the subject matter hereof. This Agreement merges and supersedes all prior negotiations, representations, discussions, and/or agreements between the parties relating to the subject matter of this Agreement.

IX. WAIVER

It is understood and agreed between the parties hereto that no waiver or breach by either party of any provision of this Agreement shall be construed to constitute a waiver of subsequent breaches.

X. APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Monmouth, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

XI. SEVERABILITY

If any paragraph or provision of this Contract shall be adjudged invalid, such adjudication shall apply only to the paragraph or provision so invalidated and the remainder of this Agreement shall be deemed valid and effective.

XII. MODIFICATION

This Agreement may be modified by the mutual consent of the City and Attorney. This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

XIII. NOTICE

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail, postage prepaid, addressed to:

For the City:

Howard H. Woolley, Jr.
Business Administrator
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

For the Attorney:

Steven C. Rubin, Esq.
255 Monmouth Road
Oakhurst, NJ 07755

XIV. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement or concerning the interpretation of this Agreement, the parties agree to first attempt to mediate the dispute with a mutually agreed-

upon mediator chosen from the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission prior to initiating any legal action.

XV. ASSIGNMENT

Neither party may transfer or assign any of its rights or obligations under this Agreement. Any such transfer or assignment or any attempted transfer or assignment shall be null and void.

XVI. SECTION HEADINGS

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provisions of this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, provided that each party must sign at least one counterpart for this Agreement to be effective.

IN WITNESS WHEREOF, the parties hereto set their signatures to this Contract on the day and year first above written.

WITNESS

CITY OF LONG BRANCH

City Clerk

By: _____
Mayor

[NAME]

**A RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LONG BRANCH AND STEVEN C. RUBIN, ESQ., AS
ASSISTANT CITY ATTORNEY AND MUNICIPAL COURT PROSECUTOR FOR
YEARS 2012 - 2015.**

WHEREAS, the City of Long Branch has previously approved a Professional Services Agreement appointing Steven C. Rubin, Esq. as the Assistant City Attorney and Municipal Court Prosecutor for years 2012-2015; and

WHEREAS, pursuant to the request of the Finance Director of the City of Long Branch, the City requires a Resolution memorializing said Professional Services Agreement in the form annexed hereto and made a part hereof; and

WHEREAS, this Resolution is in the best interests of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the Professional Services Agreement between the City of Long Branch and Steven C. Rubin, Esq. as Municipal Court Prosecutor for years 2012-2015 for the City of Long Branch.

MOVED: Pallone
SECONDED: Bastelli

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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 October 23, 2012.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF October 2012
Kathy L. Schmeltz
Municipal Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2012 by and between the **CITY OF LONG BRANCH**, with offices located at 344 Broadway, Long Branch, New Jersey 07740 (hereinafter referred to as the “City”) and Steven C. Rubin, whose address is 255 Monmouth Road, Oakhurst, New Jersey, 07755 (hereinafter referred to as “Attorney”).

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40:69A-31, *et seq.*, the City is empowered to determine the terms of office, duties, and compensation of its officers, agents, and employees; and

WHEREAS, there exists a need to retain the services of a licensed attorney to serve as the City’s Assistant City Attorney and Municipal Court Prosecutor and provide professional legal services in the capacity as Assistant City Attorney and Municipal Court Prosecutor, and

WHEREAS, the City believes it is in its best interests to retain Attorney to serve as Assistant City Attorney and Municipal Court Prosecutor for purposes of representing the City and appearing before the City of Long Branch Municipal Court, and

WHEREAS, Attorney desires to provide professional legal services to the City as its Assistant City Attorney and Municipal Court Prosecutor under the terms, provisions, and conditions set forth herein, and

WHEREAS, the City is empowered by law to appoint and employ professionals, technical advisors, and experts as the City may determine to be necessary for its efficient operation, and

WHEREAS, the City desires to provide Attorney with a written contract in order to enhance stability and continuity within the government and municipal court system of the City; and

WHEREAS, the City and Attorney believe that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their duties in the operation of the government for the City of Long Branch.

NOW, THEREFORE, the City and Attorney, for the consideration herein specified, agree as follows:

I. DUTIES

A. The City hereby retains Steven C. Rubin to act and serve as Assistant City Attorney. In his capacity as Assistant City Attorney, Attorney shall serve as City Prosecutor. As City

Prosecutor, Attorney shall assist the Court Clerk to prepare complaints, arrange for and prepare case for trial in advance of the trial date and, wherever possible, make a thorough pretrial investigation of defendants who will be found guilty and eventually sentenced. Attorney shall attend upon the Municipal Court and prosecute on behalf of the City:

1. All indictable offenses for presentation or an arraignment or preliminary hearing and in aid of the County Prosecutor where the County Prosecutor assumes to act an arraignment or preliminary hearing;
2. All battery proceedings, Poor Act (welfare) prosecutions for non-support and all non-support matters of indigence, deserted wives, and children;
3. All drunken driving, reckless driving, and/or careless driving cases where initiated by police, leaving the scene of an accident, driving while on the revoked list;
4. All narcotics matters, including disorderly persons charges involving drugs;
5. All disorderly persons charges involving public places and streets;
6. All shoplifting cases, bad check, and commercial fraud practiced upon local commercial enterprises;
7. All assaults and batteries involving knives and instruments or weapons of any all kinds whether on private or public property and all assaults and batteries, common fights in public places, public streets, or public property; and
8. All violations of City Ordinances.

B. In the event of the temporary absence, disability, or disqualification of the City Attorney, Attorney, in his capacity as the Assistant City Attorney, may act in his place until the absence, disability, of disqualification is terminated.

C. Attorney shall faithfully perform the duties of Assistant City Attorney in accordance with all applicable laws, regulations, ordinances, policies, and directives, as same may be amended from time to time, by the State of New Jersey, Monmouth County, and the City of Long Branch. In his capacity as City Prosecutor, Attorney shall attend to the business of the City of Long Branch Municipal Court as required for the smooth and efficient operation of the City of Long Branch Municipal Court.

D. Attorney shall make himself available for all regular and special sessions of the City of Long Branch Municipal Court wherein appearance by a prosecutor on behalf of the City is necessary or desired by the City.

E. Attorney shall be licensed to practice law in the State of New Jersey. Attorney shall undertake and complete all requirements necessary to be a member in good standing of the bar of the State of New Jersey, including but not limited to completing all necessary continuing legal

education requirements and paying all requisite costs and fees associated with being licensed to practice law in the State of New Jersey.

F. Attorney shall at all times while performing his obligations under this Agreement abide by the New Jersey Rules of Professional Conduct.

G. Attorney agrees to maintain malpractice insurance in an amount no less than \$1,000,000 during the Term of this Agreement.

H. Attorney shall refrain from any activities that might constitute a conflict of interest including, but not limited to, representing parties adverse to the City, representing officials or employees of the City, representing applicants for permits, licenses, or other approvals from the City, and representing any party having a financial or legal relationship with the City.

I. Attorney shall at all times during the Term of this Agreement be a resident of the State of New Jersey.

J. Attorney shall perform such other duties as may be required from time to time in the capacity as Prosecutor for the City of Long Branch Municipal Court.

II. COMPENSATION

A. Attorney shall receive as compensation for his services as Assistant City Attorney and Municipal Court Prosecutor an annual base salary as set forth below.

1. For the period of August 1, 2012, through July 31, 2013, Attorney shall receive the annual base salary of thirty thousand dollars (\$30,000).

2. For the period of August 1, 2013, through July 31, 2014, Attorney shall receive the annual base salary of thirty thousand dollars (\$30,000).

3. For the period of August 1, 2014, through July 31, 2015, Attorney shall receive the annual base salary of thirty thousand dollars (\$30,000).

Said compensation will be payable in equal bi-weekly installments, in the same manner as City employees are paid, or in any other manner designated by the City.

B. Attorney shall receive as additional compensation for his services at any special sessions of the City of Long Branch Municipal Court the amount of four hundred dollars (\$400) per session. Said additional compensation will be payable in the same manner as other compensation is paid pursuant to Section II.A., except that the payments will be made from any Alcohol Education and Rehabilitation Funds on hand.

C. It is further agreed that the City shall review the salary of Attorney on at least an annual basis by January 1 of each year. The City shall determine upon said review whether to change

Attorney's compensation. The City also may change Attorney's salary at its discretion at other times during the term of this Agreement.

III. TERM

A. This Agreement shall commence on August 1, 2012. This Agreement shall terminate on July 31, 2015.

B. Either party may terminate this Agreement with no less than thirty (30) days written notice to the other party, with or without cause. If either party terminates this Agreement pursuant to the provisions of this paragraph, no further payment shall be due from the City to the Attorney and the parties shall have no further obligations to each other under the terms of this Agreement.

C. Upon expiration of this Agreement, Attorney shall continue to serve as the Assistant City Attorney for the City of Long Branch until such time as a successor is appointed to replace Attorney and the terms of this Agreement shall remain in full force and effect during such service. If Attorney continues to serve as the Assistant City Attorney for the City of Long Branch following the expiration date of this Agreement, the Attorney and the City will use their best efforts to enter into a new agreement.

IV. PROFESSIONAL GROWTH AND DEVELOPMENT

The City encourages the continuing professional growth of Attorney through his participation in, but not limited to, the following:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national organizations relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

B. Seminars and courses offered by public or private institutions, including but not limited to continuing legal education seminars and courses, relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

C. All costs and expenses of attendance and participation at any seminars or courses incurred by Attorney shall be paid by Attorney.

V. BENEFITS

A. Health and Medical Benefits: Unless prohibited by law, the City shall provide Attorney with health and medical benefits in accordance with the established practices of the City with respect to the extent and limits of coverage provided by the City for Department Heads and/or statutory employees. In the alternative, the City may provide comparable coverage through another carrier. In conformity with P.L. 2010, Chapter 2, Attorney shall annually pay to the City the percentage of his gross annual salary required by law as a contribution toward the cost of

health insurance. Nothing in this Agreement shall require the City to provide Attorney with health and medical benefits if provision of such benefits is prohibited by law.

B. Retirement System Benefit: Unless prohibited by law, Attorney shall be entitled to participate in the Public Employees Retirement System for which he is eligible. Unless prohibited by law, City and Attorney agree to make the appropriate contributions to the Public Employees Retirement System for which Attorney is eligible in accordance with the provisions of N.J.S.A. 43:15A-1, *et seq.* Nothing in this Agreement shall require the City to continue making contributions if the City is required by law to discontinue making contributions or if Attorney is or becomes ineligible for participation in the Public Employees Retirement System.

VI. RESTRICTIVE COVENANT

It is agreed between the City and Attorney that, during the Term of this Agreement, Attorney shall devote his best efforts to the affairs of the City of Long Branch Municipal Court and shall not, directly or indirectly, engage in any other pursuits requiring his professional services, without notification of the City.

VII. INDEMNIFICATION

Whenever any civil action has been or shall be brought against Attorney for any act or omission arising out of or in the course of the performance of his duties under this Agreement, the City shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any, and shall save harmless and protect Attorney from any financial loss resulting therefrom. The City shall have sole discretion in the hiring of any attorney and establishing the rates and charges for such representation.

In the event that any criminal action shall be brought against Attorney for any act or omission arising out of or in the course of the performance of his duties under this Agreement, the City, upon a non-guilty determination, shall reimburse Attorney for any and all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any. Attorney shall have the sole discretion in the hiring of any such attorney for such defense, subject, however, to prior approval by the City as to the rate and charges for same.

VIII. MERGER

This Agreement sets forth the entire agreement between the City and Attorney with respect to the subject matter hereof. This Agreement merges and supersedes all prior negotiations, representations, discussions, and/or agreements between the parties relating to the subject matter of this Agreement.

IX. WAIVER

It is understood and agreed between the parties hereto that no waiver or breach by either party of any provision of this Agreement shall be construed to constitute a waiver of subsequent breaches.

X. APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Monmouth, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

XI. SEVERABILITY

If any paragraph or provision of this Contract shall be adjudged invalid, such adjudication shall apply only to the paragraph or provision so invalidated and the remainder of this Agreement shall be deemed valid and effective.

XII. MODIFICATION

This Agreement may be modified by the mutual consent of the City and Attorney. This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

XIII. NOTICE

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail, postage prepaid, addressed to:

For the City:

Howard H. Woolley, Jr.
Business Administrator
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

For the Attorney:

Steven C. Rubin, Esq.
255 Monmouth Road
Oakhurst, NJ 07755

XIV. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement or concerning the interpretation of this Agreement, the parties agree to first attempt to mediate the dispute with a mutually agreed-

upon mediator chosen from the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission prior to initiating any legal action.

XV. ASSIGNMENT

Neither party may transfer or assign any of its rights or obligations under this Agreement. Any such transfer or assignment or any attempted transfer or assignment shall be null and void.

XVI. SECTION HEADINGS

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provisions of this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, provided that each party must sign at least one counterpart for this Agreement to be effective.

IN WITNESS WHEREOF, the parties hereto set their signatures to this Contract on the day and year first above written.

WITNESS

CITY OF LONG BRANCH

City Clerk

By: _____
Mayor

[NAME]

**A RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LONG BRANCH AND GEORGE CIERI, ESQ., AS
MUNICIPAL COURT JUDGE FOR YEARS 2009 - 2012.**

WHEREAS, the City of Long Branch has previously approved a Professional Services Agreement appointing George Cieri, Esq. as the Municipal Court Judge for years 2009-2012; and

WHEREAS, pursuant to the request of the Finance Director of the City of Long Branch, the City requires a Resolution memorializing said Professional Services Agreement in the form annexed hereto and made a part hereof; and

WHEREAS, this Resolution is in the best interests of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the Professional Services Agreement between the City of Long Branch and George Cieri, Esq. as the Municipal Court Judge for years 2009-2012 for the City of Long Branch.

MOVED: Pallone
SECONDED: Bastelli

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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 October 23, 2012
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF October, 2012
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ____th day of _____, 2012 by and between the **CITY OF LONG BRANCH**, with offices located at 344 Broadway, Long Branch, New Jersey, 07740 (hereinafter referred to as the “City”) and George Cieri, whose mailing address is P.O. Box 718, Long Branch, New Jersey, 07740 (hereinafter referred to as “Judge”).

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40:69A-31, *et seq.*, the City is empowered to determine the terms of office, duties, and compensation of its officers, agents, and employees; and

WHEREAS, there exists a need to retain the services of a qualified professional to serve as the City’s Municipal Court Judge and provide professional services in the capacity as Municipal Court Judge, and

WHEREAS, the City believes it is in its best interests to retain Judge to serve as a Municipal Court Judge for purposes of presiding over the City of Long Branch Municipal Court, and

WHEREAS, Judge desires to provide professional services to the City as its Municipal Court Judge under the terms, provisions, and conditions set forth herein, and

WHEREAS, the City is empowered by law to appoint and employ professionals, technical advisors, and experts as the City may determine to be necessary for its efficient operation, and

WHEREAS, the City desires to provide Judge with a written contract in order to enhance stability and continuity within the municipal court system of the City; and

WHEREAS, the City and Judge believe that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their duties in the operation of the government for the City of Long Branch.

NOW, THEREFORE, the City and Judge, for the consideration herein specified, agree as follows:

I. **DUTIES**

A. The City hereby retains and employs George Cieri to act as Judge of the City of Long Branch Municipal Court. Judge shall act as the Judge of the City of Long Branch Municipal Court. Judge agrees to perform for the City all such services in order to discharge all of the duties in connection with the office of judge in the City of Long Branch Municipal Court. Judge shall faithfully perform the duties of the position in accordance with all applicable laws,

regulations, policies, and directives, as same may be amended from time to time, by the State of New Jersey, Monmouth County, and the City of Long Branch. Judge shall attend to the business of the City of Long Branch Municipal Court as required for the smooth and efficient operation of the City of Long Branch Municipal Court.

B. Judge shall make himself available for all regular and special sessions of the City of Long Branch Municipal Court wherein the presence of a judge is necessary or desired by the City.

C. Judge shall be licensed to practice law in the State of New Jersey. Judge shall undertake and complete all requirements necessary to be a member in good standing of the bar of the State of New Jersey, including but not limited to completing all necessary continuing legal education requirements and paying all requisite costs and fees associated with being licensed to practice law in the State of New Jersey.

D. Judge shall at all times while performing his obligations under this Agreement abide by the New Jersey Code of Judicial Conduct and the New Jersey Rules of Professional Conduct.

E. Judge shall refrain from any activities that might constitute a conflict of interest including, but not limited to, representing parties adverse to the City, representing officials or employees of the City, representing applicants for permits, licenses, or other approvals from the City, and representing any party having a financial or legal relationship with the City.

F. Judge shall at all times during the Term of this Agreement, as defined in Section III.A., of this Agreement, be a resident of the State of New Jersey.

G. Judge shall perform such other duties as may be required of him from time to time in his capacity as Judge of the City of Long Branch Municipal Court.

II. COMPENSATION

A. Judge shall receive as compensation for his services at regular sessions of the City of Long Branch Municipal Court an annual base salary as set forth below.

1. For the period of August 1, 2009, through July 31, 2010, Judge shall receive the annual base salary of forty-seven thousand five hundred dollars (\$47,500).

2. For the period of August 1, 2010, through July 31, 2011, Judge shall receive the annual base salary of forty-seven thousand five hundred dollars (\$47,500).

3. For the period of August 1, 2011, through July 31, 2012, Judge shall receive the annual base salary of forty-seven thousand five hundred dollars (\$47,500).

Said compensation will be payable in equal bi-weekly installments or in the same manner as City employees are paid, or in any other manner designated by the City.

B. Judge shall receive as additional compensation for his services at any special sessions of the City of Long Branch Municipal Court the amount of five hundred dollars (\$500) per session. Said additional compensation will be payable in the same manner as other compensation is paid pursuant to Section II.A., except that the payments will be made from any Alcohol Education and Rehabilitation Funds on hand.

C. It is further agreed that the City shall review the salary of Judge on at least an annual basis by July 1 of each year. The City shall determine upon said review whether to change Judge's compensation. The City also may change Judge's salary at its discretion at other times during the term of this Agreement.

III. TERM

A. This Agreement shall commence on August 1, 2009. This Agreement shall terminate on July 31, 2012.

B. Either party may terminate this Agreement with no less than ninety (90) days written notice to the other party, with or without cause. If either party terminates this Agreement pursuant to the provisions of this paragraph, no further payment shall be due from the City to the Judge and the parties shall have no further obligation to each other under the terms of this Agreement.

C. Upon expiration of this Agreement, Judge shall continue to serve as the Judge of the City of Long Branch Municipal Court until such time as a successor is appointed to replace Judge and the terms of this Agreement shall remain in full force and effect during such service. If Judge continues to serve as the Judge of the City of Long Branch Municipal Court following the expiration date of this Agreement, the Judge and the City will use their best efforts to enter into a new agreement.

IV. PROFESSIONAL GROWTH AND DEVELOPMENT

The City encourages the continuing professional growth of Judge through his participation in, but not limited to, the following:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national organizations relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

B. Seminars and courses offered by public or private institutions, including but not limited to continuing legal education seminars and courses, relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

C. All costs and expenses of attendance and participation at any seminars or courses incurred by Judge shall be paid by Judge.

V. BENEFITS

A. Health and Medical Benefits: Unless prohibited by law, the City shall provide Judge with health and medical benefits in accordance with the established practices of the City with respect to the extent and limits of coverage provided by the City for Department Heads and/or statutory employees. In the alternative, the City may provide comparable coverage through another carrier. In conformity with P.L. 2010, Chapter 2, Judge shall annually pay to the City the percentage of his gross annual salary required by law as a contribution toward the cost of health insurance. Nothing in this Agreement shall require the City to provide Judge with health and medical benefits if provision of such benefits is prohibited by law.

B. Retirement System Benefit: Unless prohibited by law, Judge shall be entitled to participate in the Public Employees Retirement System for which he is eligible. Unless prohibited by law, City and Judge agree to make the appropriate contributions to the Public Employees Retirement System for which Judge is eligible in accordance with the provisions of N.J.S.A. 43:15A-1, *et seq.* Nothing in this Agreement shall require the City to continue making contributions if the City is required by law to discontinue making contributions or if Judge is or becomes ineligible for participation in the Public Employees Retirement System.

VI. RESTRICTIVE COVENANT

It is agreed between the City and Judge that, during the term of Judge's employment, Judge shall devote his best efforts to the affairs of the City of Long Branch Municipal Court and shall not, directly or indirectly, engage in any other pursuits requiring his professional services, without notification of the City.

VII. INDEMNIFICATION

Whenever any civil action has been or shall be brought against Judge for any act or omission arising out of or in the course of the performance of his duties, the City shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any, and shall save harmless and protect Judge from any financial loss resulting there from. The City shall have sole discretion in the hiring of any attorney and establishing the rates and charges for such representation.

In the event that any criminal action shall be brought against Judge for any act or omission arising out of or in the course of the performance of his duties, the City, upon a non-guilty determination, shall reimburse Judge for any and all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any. Judge shall have the sole discretion in the hiring of any such attorney for such defense, subject, however, to prior approval by the City as to the rate and charges for same.

VIII. MERGER

This Agreement sets forth the entire agreement between the City and Judge with respect to the subject matter hereof. This Agreement merges and supersedes all prior negotiations,

representations, discussions, and/or agreements between the parties relating to the subject matter of this Agreement.

IX. WAIVER

It is understood and agreed between the parties hereto that no waiver or breach by either party of any provision of this Agreement shall be construed to constitute a waiver of subsequent breaches.

X. APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Monmouth, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

XI. SEVERABILITY

If any paragraph or provision of this Contract shall be adjudged invalid, such adjudication shall apply only to the paragraph or provision so invalidated and the remainder of this Agreement shall be deemed valid and effective.

XII. MODIFICATION

This Agreement may be modified by the mutual consent of the City and Judge. This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

XIII. NOTICE

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail, postage prepaid, addressed to:

For the City:

Howard H. Woolley, Jr.
Business Administrator
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

For the Judge:

George Cieri
P.O. Box 718
Long Branch, NJ 07740

XIV. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement or concerning the interpretation of this Agreement, the parties agree to first attempt to mediate the dispute with a mutually agreed-upon mediator chosen from the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission prior to initiating any legal action.

XV. ASSIGNMENT

Neither party may transfer or assign any of its rights or obligations under this Agreement. Any such transfer or assignment or any attempted transfer or assignment shall be null and void.

XVI. SECTION HEADINGS

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provisions of this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, provided that each party must sign at least one counterpart for this Agreement to be effective.

IN WITNESS WHEREOF, the parties hereto set their signatures to this Contract on the day and year first above written.

WITNESS

CITY OF LONG BRANCH

City Clerk

By: _____
Mayor

[NAME]

**A RESOLUTION MEMORIALIZING PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LONG BRANCH AND GEORGE CIERI, ESQ., AS
MUNICIPAL COURT JUDGE FOR YEARS 2012 - 2015.**

WHEREAS, the City of Long Branch has previously approved a Professional Services Agreement appointing George Cieri, Esq. as the Municipal Court Judge for years 2012-2015; and

WHEREAS, pursuant to the request of the Finance Director of the City of Long Branch, the City requires a Resolution memorializing said Professional Services Agreement in the form annexed hereto and made a part hereof; and

WHEREAS, this Resolution is in the best interests of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the Professional Services Agreement between the City of Long Branch and George Cieri, Esq. as the Municipal Court Judge for years 2012-2015 for the City of Long Branch.

MOVED: Pallone
SECONDED: Bastelli

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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 October 23, 2012
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 October, 2012
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ___ day of _____, 2012 by and between the **CITY OF LONG BRANCH**, with offices located at 344 Broadway, Long Branch, New Jersey, 07740 (hereinafter referred to as the “City”) and George Cieri, whose mailing address is P.O. Box 718, Long Branch, New Jersey, 07740 (hereinafter referred to as “Judge”).

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40:69A-31, *et seq.*, the City is empowered to determine the terms of office, duties, and compensation of its officers, agents, and employees; and

WHEREAS, there exists a need to retain the services of a qualified professional to serve as the City’s Municipal Court Judge and provide professional services in the capacity as Municipal Court Judge, and

WHEREAS, the City believes it is in its best interests to retain Judge to serve as a Municipal Court Judge for purposes of presiding over the City of Long Branch Municipal Court, and

WHEREAS, Judge desires to provide professional services to the City as its Municipal Court Judge under the terms, provisions, and conditions set forth herein, and

WHEREAS, the City is empowered by law to appoint and employ professionals, technical advisors, and experts as the City may determine to be necessary for its efficient operation, and

WHEREAS, the City desires to provide Judge with a written contract in order to enhance stability and continuity within the municipal court system of the City; and

WHEREAS, the City and Judge believe that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their duties in the operation of the government for the City of Long Branch.

NOW, THEREFORE, the City and Judge, for the consideration herein specified, agree as follows:

I. **DUTIES**

A. The City hereby retains and employs George Cieri to act as Judge of the City of Long Branch Municipal Court. Judge shall act as the Judge of the City of Long Branch Municipal Court. Judge agrees to perform for the City all such services in order to discharge all of the duties in connection with the office of judge in the City of Long Branch Municipal Court. Judge shall faithfully perform the duties of the position in accordance with all applicable laws,

regulations, policies, and directives, as same may be amended from time to time, by the State of New Jersey, Monmouth County, and the City of Long Branch. Judge shall attend to the business of the City of Long Branch Municipal Court as required for the smooth and efficient operation of the City of Long Branch Municipal Court.

B. Judge shall make himself available for all regular and special sessions of the City of Long Branch Municipal Court wherein the presence of a judge is necessary or desired by the City.

C. Judge shall be licensed to practice law in the State of New Jersey. Judge shall undertake and complete all requirements necessary to be a member in good standing of the bar of the State of New Jersey, including but not limited to completing all necessary continuing legal education requirements and paying all requisite costs and fees associated with being licensed to practice law in the State of New Jersey.

D. Judge shall at all times while performing his obligations under this Agreement abide by the New Jersey Code of Judicial Conduct and the New Jersey Rules of Professional Conduct.

E. Judge shall refrain from any activities that might constitute a conflict of interest including, but not limited to, representing parties adverse to the City, representing officials or employees of the City, representing applicants for permits, licenses, or other approvals from the City, and representing any party having a financial or legal relationship with the City.

F. Judge shall at all times during the Term of this Agreement, as defined in Section III.A., of this Agreement, be a resident of the State of New Jersey.

G. Judge shall perform such other duties as may be required of him from time to time in his capacity as Judge of the City of Long Branch Municipal Court.

II. COMPENSATION

A. Judge shall receive as compensation for his services at regular sessions of the City of Long Branch Municipal Court an annual base salary as set forth below.

1. For the period of August 1, 2012, through July 31, 2013, Judge shall receive the annual base salary of forty-seven thousand five hundred dollars (\$47,500).

2. For the period of August 1, 2013, through July 31, 2014, Judge shall receive the annual base salary of forty-seven thousand five hundred dollars (\$47,500).

3. For the period of August 1, 2014, through July 31, 2015, Judge shall receive the annual base salary of forty-seven thousand five hundred dollars (\$47,500).

Said compensation will be payable in equal bi-weekly installments or in the same manner as City employees are paid, or in any other manner designated by the City.

B. Judge shall receive as additional compensation for his services at any special sessions of the City of Long Branch Municipal Court the amount of five hundred dollars (\$500) per session. Said additional compensation will be payable in the same manner as other compensation is paid pursuant to Section II.A., except that the payments will be made from any Alcohol Education and Rehabilitation Funds on hand.

C. It is further agreed that the City shall review the salary of Judge on at least an annual basis by July 1 of each year. The City shall determine upon said review whether to change Judge's compensation. The City also may change Judge's salary at its discretion at other times during the term of this Agreement.

III. TERM

A. This Agreement shall commence on August 1, 2012. This Agreement shall terminate on July 31, 2015.

B. Either party may terminate this Agreement with no less than ninety (90) days written notice to the other party, with or without cause. If either party terminates this Agreement pursuant to the provisions of this paragraph, no further payment shall be due from the City to the Judge and the parties shall have no further obligation to each other under the terms of this Agreement.

C. Upon expiration of this Agreement, Judge shall continue to serve as the Judge of the City of Long Branch Municipal Court until such time as a successor is appointed to replace Judge and the terms of this Agreement shall remain in full force and effect during such service. If Judge continues to serve as the Judge of the City of Long Branch Municipal Court following the expiration date of this Agreement, the Judge and the City will use their best efforts to enter into a new agreement.

IV. PROFESSIONAL GROWTH AND DEVELOPMENT

The City encourages the continuing professional growth of Judge through his participation in, but not limited to, the following:

A. The operations, programs, and other activities conducted or sponsored by local, state, and national organizations relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

B. Seminars and courses offered by public or private institutions, including but not limited to continuing legal education seminars and courses, relating to issues directly impacting on the City and the City of Long Branch Municipal Court.

C. All costs and expenses of attendance and participation at any seminars or courses incurred by Judge shall be paid by Judge.

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VI. RESTRICTIVE COVENANT

It is agreed between the City and Judge that, during the term of Judge's employment, Judge shall devote his best efforts to the affairs of the City of Long Branch Municipal Court and shall not, directly or indirectly, engage in any other pursuits requiring his professional services, without notification of the City.

VII. INDEMNIFICATION

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In the event that any criminal action shall be brought against Judge for any act or omission arising out of or in the course of the performance of his duties, the City, upon a non-guilty determination, shall reimburse Judge for any and all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any. Judge shall have the sole discretion in the hiring of any such attorney for such defense, subject, however, to prior approval by the City as to the rate and charges for same.

VIII. MERGER

This Agreement sets forth the entire agreement between the City and Judge with respect to the subject matter hereof. This Agreement merges and supersedes all prior negotiations,

representations, discussions, and/or agreements between the parties relating to the subject matter of this Agreement.

IX. WAIVER

It is understood and agreed between the parties hereto that no waiver or breach by either party of any provision of this Agreement shall be construed to constitute a waiver of subsequent breaches.

X. APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Monmouth, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

XI. SEVERABILITY

If any paragraph or provision of this Contract shall be adjudged invalid, such adjudication shall apply only to the paragraph or provision so invalidated and the remainder of this Agreement shall be deemed valid and effective.

XII. MODIFICATION

This Agreement may be modified by the mutual consent of the City and Judge. This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

XIII. NOTICE

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail, postage prepaid, addressed to:

For the City:

Howard H. Woolley, Jr.
Business Administrator
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

For the Judge:

George Cieri
P.O. Box 718
Long Branch, NJ 07740

XIV. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement or concerning the interpretation of this Agreement, the parties agree to first attempt to mediate the dispute with a mutually agreed-upon mediator chosen from the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission prior to initiating any legal action.

XV. ASSIGNMENT

Neither party may transfer or assign any of its rights or obligations under this Agreement. Any such transfer or assignment or any attempted transfer or assignment shall be null and void.

XVI. SECTION HEADINGS

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provisions of this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, provided that each party must sign at least one counterpart for this Agreement to be effective.

IN WITNESS WHEREOF, the parties hereto set their signatures to this Contract on the day and year first above written.

WITNESS

CITY OF LONG BRANCH

City Clerk

By: _____
Mayor

[NAME]

R# 259-12

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: Bastelli
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 October 23, 2012
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 23rd DAY OF October, 2012
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of October 23, 2012. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Assoc.	Rent for Municipal Court - November 2012		8,502.00
A T & T	Utilities - Telephone - Bill Dated September 2012 - Various Locations	*	1,795.80
Action Flag Co.	Flags for City Hall Building & Parks - DPW		386.37
Auto Parts	Misc. Automotive Parts - August & September 2012		3,575.36
Avalon Carpet Tile & Flooring	Tile for City Hall Building - DPW		316.36
B. Keith Controls, Inc.	Janitorial Supplies for Senior Center & City Hall Building - DPW		261.81
Bergey's Truck, Inc.	Misc. Parts - PW #177 - DPW		622.89
Builders' General Supply Co.	Lumber for Boardwalk - DPW		1,420.83
Bullet Lock & Safe Co.	Misc. Keys/Locks - August & September 2012 - DPW / Police Dept.		250.00
Cablevision Lightpath, Inc.	Monthly Lease of Dark Fiber - September 2012 - IT-Administration	*	1,500.00
Central Jersey Starter & Alternator, Inc.	Rebuild Starter - PW #943 - DPW		145.00
Century Office Products, Inc.	Copier Maintenance - September / December 2012 - Various Depts.		4,343.56
Chemsearch	Grease - DPW		807.51
Circle Chevrolet	Rear Bumper for PW Vehicle - DPW		772.54
City of Long Branch Clearing Account	Reimburse Clearing Account	*	23,957.30
City of Long Branch Clearing Account	Reimburse Clearing Account	*	246,030.62
City of Long Branch Clearing Account	Reimburse Clearing Account	*	45,814.62
City of Long Branch Clearing Account	Reimburse Clearing Account	*	827,327.99
City of Long Branch Payroll Agency Account	DCRP City Contribution	*	39.16
City of Long Branch Payroll Agency Account	Payroll Dated 10/12/12	*	34,547.39
City of Long Branch Payroll Agency Account	Payroll Dated 10/12/12	*	792,780.60
Coast Hardware Co.	Misc. Hardware - Traffic Dept. / DPW		260.87
Complete Security Systems, Inc.	Service Call & Central Station Monitoring at Municipal Court & Senior Center - 10/1-12/31/12 - DPW		239.00
Cooper Electric Supply Co.	Electrical Materials for Martin Luther King Park - DPW		311.82
Dave Roach	Reimbursement for Expenses Incurred - August & September 2012 - Health Dept.		269.14
Diamond M Lumber Co.	Lumber for Boardwalk - DPW		1,872.00
Draeger Safety Diagnostics, Inc.	Mouthpieces for Alcotest - Police Dept.		152.50
Edwards Tire Co.	Tires for Various Vehicles - DPW		4,655.20
Enforsys Fire Systems, Inc.	Annual Maintenance for ESP System - 12/30/12-12/29/13 - Fire Prevention Office		500.00
Eric Reisher	Technical Support Services - August 2012 - L.B. Cable Commission		100.00
Estate of Gerald Russomano Jr.	Rent for DPW - November 2012		681.62
F & C Automotive Supply	Misc. Parts - Various Vehicles - DPW		2,174.58
F & S Tire Corp.	Re-Tread (24) Tires - DPW		4,608.00
Fine Fare	Food for "Lunch & Learn" Event - 9/24/12 - Senior Affairs		195.67
Ford Motor Credit Co.	(4) Lease/Purchase Vehicles - November 2012		2,673.39

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Fred Lehotay	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	800.00	
Freehold Ford, Inc.	Misc. Parts - PD #22 & PD #115 - DPW		473.50	
G.F.O.A. of New Jersey	Registration - Fall Conference - 9/19-9/21/12 - Finance Director		325.00	
Hilsen Termite & Pest Control, Inc.	Integrated Pest Control - October 2012 - Various Locations - Health Dept.		385.00	
Home Depot Credit Services	Various Building Materials - DPW		812.78	
Hydrair, Inc.	Misc. Parts - PW #103 - DPW		179.02	
Jersey Central Power & Light	Utilities - Electric (Street Lighting Included) - 7/6-10/3/12 - Various Locations	*	26,240.79	
Joann Fabrics & Crafts	Supplies for Various Events in October 2012 - Senior Affairs	*	486.18	
John Luckenbill / Italian Marching Band	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	900.00	
John Luckenbill / Shore Brass Band	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	1,050.00	
John's Auto & Truck Repair	Towing - PD #53 - 9/7/12 - DPW		100.00	
Joseph Fazzio - Wall, LLC.	Misc. Hardware - DPW		121.52	
Kearny Caledonian Pipe Band	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	1,500.00	
Kepwel Water	Monthly Cooler Rental - September 2012		14.00	Pymt #3
Lexis Nexis	2012 Accurint License - September 2012 - Police		50.00	Pymt #9
Lisa Gall	Services for Community Connections - September 2012 - L.B. Cable Commission		140.00	
Long Branch Chamber of Commerce	Sponsorship for 4th Annual Long Branch Block Party & Pooch Parade - 9/29/12 - UEZ		500.00	
Long Branch Sewer Authority	Sewer Charges - Fourth Quarter 2012		1,986.08	
Maaco Auto Painting & Bodyworks Center	Paint PD #31 - Police Dept.		407.50	
MCAMC - c/o Julie Martin	Registration - Fall Conference - 10/4/12 - K. Schmelz - City Clerk		15.00	
Meineke Discount Mufflers	Exhaust Pipe for SC #1 - DPW		295.73	
Melrose Blackhawks Senior Drum & Bugle Corps.	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	1,300.00	
Metropolitan Festival Band	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	880.00	
Monmouth Building Center	Supplies for Rest Room in City Hall Building - DPW		65.97	
Monmouth County Treasurer - Finance Dept.	Tipping Fees - September 2012 - DPW		79,714.63	
Monmouth Power Equipment	Misc. Parts for Weed Wacker - DPW		187.81	
Monoprice, Inc.	Various Cables - IT Dept.		106.59	
Mr. John	(5) Port-A-John's - Brazilian Festival on 9/2 & 9/3/12 - Recreation Dept.		524.00	
MRHS Band Fund c/o Gerald Romano	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	500.00	
New Jersey American Water Co.	Utilities - Water (Hydrants Included) - 8/7-9/29/12 - Various Locations	*	16,800.91	
NJ Fire Equipment Co.	(16) Face Masks - Fire Dept.		4,233.60	
NJ Transit	Crowd Control for Oceanfest - 7/4/12 - Police Dept.		2,795.00	
NJRPA	Registration - Fall Workshop - 10/4/12 - C. Jennings - Recreation Dept.		50.00	
Office Concepts Group	Printer Cartridges - Various Depts.		483.35	
Party Fair	Supplies for Various Events in August & October 2012 - Senior Affairs		664.27	
PC Mall Gov, Inc.	Computer - OEM		2,509.90	
Port Supply	Misc. Equipment - DPW		31.49	
PPC Lubricants, Inc.	Motor Oil - DPW		3,838.50	
Provantage Corp.	Computer Equipment for IT Stock		406.54	
Red The Uniform Tailor	Uniform Pants - Ptl. S. Yoo - Police Dept.		108.50	
Reliable Wood	Brush Grinding - September 2012		22,015.00	Pymt# 2
Riggins, Inc.	Diesel Fuel & Unleaded Gasoline - September 2012 - DPW		54,120.72	
Samzie's Uniforms	Uniforms for Personnel - Fire Prevention Office		450.51	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Sanitation Equipment Corp.	Misc. Parts - Sanitation #40 & #50 - DPW		398.26
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - August 2012 - DPW		105.50
Shore Regional Band Fund c/o Kevin Pryor	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	500.00
Siperstein's	Paint for Various Vehicles - DPW		519.65
Software Technologies	Soft Time Premier Support Renewal - DPW		150.00
Stavola Asphalt Co.	Road Materials to Repair Pot Holes - DPW		218.80
Stavola Contracting Co.	Asphalt - DPW		841.20
Storr Tractor Co.	Misc. Parts - PW #L2 & #L3 - DPW		99.32
T.E.A.M. Life, Inc.	Batteries for Defibrillators - Fire Dept.		714.00
The Link News	Legal Ads/Calendar - July & August 2012 - City Clerk's Office		928.38
The Nerds, Inc.	Musical Performance for Columbus Day Parade - 10/7/12 - Community Dev.	*	3,000.00
The Rock-N-Roll Chorus	Band Performance for Columbus Day Parade - 10/7/12 - Community Agencies	*	1,000.00
Trans Experts, LLC.	Rebuild Transmission - PD #24 - DPW		1,950.00
Trap Rock Industries, Inc.	Stone for Atlantic Avenue - DPW	*	1,014.92
Treasurer, State of NJ	Marriage/Civil Union License Fees - Third Quarter 2012	*	2,150.00
Treasurer, State of NJ - Dept of Comm. Affairs	State Training Fees - Third Quarter 2012	*	4,360.00
Verizon Communications	Utilities - Telephone - Bill Dated 9/25/12 - Various Locations	*	49.99
Verizon Wireless	Laptop Service - Bill Dated 9/12/12 - Various Depts.	*	1,400.40
Verizon Wireless	Cell Phone Service - Bill Dated 9/16/12 - Various Depts.	*	2,477.74
Vic Gerard Golf Cars, Inc.	Repair Charger on Golf Cart - Recreation Dept.		42.40
Virtual F/X, LLC.	Lettering on Jet Ski's - DPW		675.00
Vista Convention Services	Booth Furnishings for NJLM - 11/12-11/15/12 - Community Dev.	*	440.95
W.B. Mason Co.	Various Office Supplies - Various Depts.		1,476.39
W.H. Potter & Son, Inc.	Mower Blades - DPW		95.70
			<u><u>2,267,069.49</u></u>
TOTAL CURRENT			
CDWG	Replace Switch for Parking Meters at 85 Second Avenue - Police Dept. / IT Dept.		3,375.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	101,078.26
Provantage Corp.	Computer Equipment - Administration		75.10
			<u><u>104,528.36</u></u>
TOTAL CAPITAL			
City of Long Branch Clearing Account	Reimburse Clearing Account	*	117.87
City of Long Branch Clearing Account	Reimburse Clearing Account	*	495.12
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,931.17
City of Long Branch Payroll Agency Account	Payroll Dated 10/12/12	*	423.00
City of Long Branch Payroll Agency Account	Payroll Dated 10/12/12	*	5,508.17
Long Branch Animal Hospital	Veterinary Services - September 2012		925.00 Pymt #8

* DENOTES PREPAY

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Lou's Uniforms
Monmouth County SPCA
Verizon Wireless

Uniform for ACO M. Lograsso - Health Dept.
Animal Shelter Services - September 2012
Cell Phone Service - Bill Dated 9/16/12 - Animal Control

194.00
3,080.00 Pymt #7
* 117.87

16,792.20

TOTAL DOG

A T & T
Bullet Lock & Safe Co.
Century Office Products, Inc.
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Coast Hardware Co.
Elite Forms, Inc.
Fisher's Repair
LBHS Wrestling Team Fund #167
Long Branch PBA Local #10 c/o David Graminski
Long Branch Sewer Authority
Myron Manufacturing Corp.
The Central Jersey Club of The NANBPWC, Inc.

Utilities - Telephone - Bill Dated September 2012 - UEZ
Misc. Keys/Locks - August 2012 - Community Dev.
Copier Maintenance - September / December 2012 - UEZ
Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account
Payroll Dated 10/12/12
Payroll Dated 10/12/12
Batteries - Community Dev.
Promotional Items (Note Pads) for NJLM - Community Dev.
Repair Weed Wackers - Community Dev.
Full Page Ad in Program for Awards Banquet - Community Dev.
Full Page Ad in Journal for 14th Annual Spring Gala - Community Dev.
Sewer Charges - Fourth Quarter 2012
Promotional Items (Date Log) for NJLM - Community Dev.
Full Page Ad in Journal - Honoring T. Garrett - Community Dev.

* 121.89
110.00
401.41
* 2,919.45
* 121.89
* 6,080.01
* 437.25
* 5,642.76
40.72
475.41
1,574.60
60.00
75.00
78.00
2,123.19
100.00

20,361.58

TOTAL HUD

Bulwark Systems, LLC.
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
In Time Solutions, Inc.
Long Branch Chamber of Commerce
Martin J. Arbus, Esq.
Singh Real Estate
US Bank Cust Empire Cap One
Virgo Muni Finance Fund, LP

Tax Sale Premium
Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account
Unemployment - September 2012
Payroll Dated 10/12/12
Payroll Dated 10/12/12
Asset Management Software - Police Dept.
Rent for Community Dev. - November 2012
Legal Services Rendered - January 2012 - Planning Board
Tax Sale Premium
Tax Sale Premium
Tax Sale Premium

* 300.00
* 40,200.00
* 17,322.04
* 16,100.00
* 58,309.88
* 257.51
* 476.31
* 57,833.57
5,967.00
1,650.00
70.00
* 14,500.00
* 1,300.00
* 40,200.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL TRUST OTHER

254,486.31

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE