

## **RESOLUTIONS ADOPTED BY CITY COUNCIL 2-26-13**

**R48-13** RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSITS 2013 SUMMER BEACH PROMOTION

**R49-13** RESOLUTION APPROVING THE LIQUOR LICENSE HELD BY BRICKTOWN REALTY LIQUOR LLC FOR THE 2009/2010, 2010/2011, 2011/2012 AND 2012/2013 LICENSE TERM FOR STATE LICENSE #1325-33-031-004

**R50-13** RESOLUTION APPROVING THE LIQUOR LICENSE HELD BY BAC LIQUORS LLC FOR THE 2009/2010, 2010/2011, 2011/2012 AND 2012/2013 LICENSE TERM FOR STATE LICENSE #1325-33-020-004

**R51-13** RESOLUTION APPROVING THE LIQUOR LICENSE HELD BY BAC LIQUORS LLC FOR THE 2009/2010, 2010/2011, 2011/2012 AND 2012/2013 LICENSE TERM FOR STATE LICENSE #1325-33-056-008

**R52-13** RESOLUTION AUTHORIZING THE APPOINTMENT OF TIMOTHY F. MCGOUGHAN AS CONFLICT JUDGE

**R53-13** RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT PROGRAMS

**R54-13** RESOLUTION OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40a:2-26(E)

**R55-13** RESOLUTION 2013 EMERGENCY TEMPORARY APPROPRIATIONS

**R56-13** RESOLUTION AMENDING THE CONTRACT WITH THE MONMOUTH COUNTY SPCA FROM FEBRUARY 29, 2012 UNTIL MARCH 1, 2013 FOR AN AMOUNT NOT TO EXCEED \$48,000.00

**R57-13** RESOLUTION APPROVAL PAYMENT OF BILLS

**R58-13** RESOLUTION BETWEEN THE CITY OF LONG BRANCH AND THE LONG BRANCH SEWER AUTHORITY – 2013 PROJECT FINANCING

R# 48-13

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSITS 2013 SUMMER BEACH PROMOTION**

**WHEREAS**, New Jersey Transit participates with municipalities each year in the summer services promotion; and

**WHEREAS**, an agreement is hereby necessary between the New Jersey Transit Corporation and the City of Long Branch to enable the City of Long Branch to participate in New Jersey Transit's 2013 Summer Beach Promotion; and

**WHEREAS**, the summer services promotion is fully described in a letter agreement dated February 4, 2013, which includes a round trip train transportation and a special beach package. The participant, the City of long Branch agrees to an adult admission fee of \$3.50 for individuals age 12 or over to participate in this program; the balance of the program is detailed in the February 4, 2013 agreement; and

**WHEREAS**, the City of Branch has been asked to execute a copy of the February 4, 2013 correspondence of the New Jersey Transit, as an agreement, which the City of Long Branch believes that it is in the best interest of the citizens of the City of Long Branch; and

**WHEREAS**, the City of Long Branch has previously participated in the New Jersey Transit's Summer Services Program for years.

**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 is hereby authorized to execute the February 4, 2013 letter agreement with New Jersey Transit for the New Jersey Transit's 2013 Summer Beach Promotion.

MOVED: Sirianni  
SECONDED: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON February 26, 2013  
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 27th DAY OF February, 2013  
Kathy L. Schemelz  
Municipal Clerk

**Chris Christie**, Governor  
**Kim Guadagno**, Lieutenant Governor  
**James S. Simpson**, Board Chairman  
**James Weinstein**, Executive Director

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

February 4, 2013

Honorable Adam Schneider  
Mayor, City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

Agreement #13-03
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Re: NJ TRANSIT 2013 Summer Beach Promotion

Dear Mayor Schneider:

This letter will serve as an agreement between New Jersey Transit Corporation (NJ TRANSIT) and Long Branch with regard to the NJ TRANSIT's 2013 Beach Services Promotion pursuant to the following terms and conditions:

- Long Branch agrees to an adult admission fee of \$3.50 for individuals twelve (12) years or older for the 2013 beach season.
- Long Branch agrees to collect and honor NJ TRANSIT special beach tickets for admission to the beach.
- Long Branch agrees to post the NJ TRANSIT logo and/or transportation information with a hyperlink to [njtransit.com/summer](http://njtransit.com/summer) from the Long Branch official website.
- Long Branch agrees to submit the collected beach admission tickets together with an invoice by 10/15/13 to NJ TRANSIT; Laura Pomeisl, Marketing & Business Development; One Penn Plaza East; Newark, NJ 07105-2246 for reimbursement by NJ TRANSIT.
- Long Branch agrees to "like" NJ TRANSIT on facebook, <http://www.facebook.com/NJTRANSIT> and twitter, <https://twitter.com/NJTRANSIT>

NJ TRANSIT agrees to promote the special beach package valid Saturday, May 25, 2013 through Monday, September 2, 2013. This special beach package will include round-trip train transportation and a special beach admission ticket. Promotion of the beach package will comprise the following advertising mix:

- Website: NJ TRANSIT agrees to provide beach information and a hypertext link to the Long Branch website.
- On-Hold Message: NJ TRANSIT will air a 10-second message to be heard on NJ TRANSIT's Transit Information Center line, 973-275-5555, to promote the beach package program for the duration of this agreement.
- Press Release: NJ TRANSIT will include Long Branch in a press release promoting the special beach package and North Jersey Coast Line rail service to the Jersey Shore.
- E-mail Blast: NJ TRANSIT will include Long Branch in at least one e-mail message to registrants promoting the special beach packages.
- NJ TRANSIT agrees to include the Long Branch Beach package in other summer campaign components as appropriate.
- NJ TRANSIT agrees to sell special beach packages at select ticket offices and ticket vending machines.
- NJ TRANSIT agrees to verify each submission and reimburse Long Branch at a rate of \$3.50 for each verified beach portion received with the invoice.
- Long Branch agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of Long Branch involvement in this promotion.

- All elements of this co-promotion are subject to approval by both NJ TRANSIT and Long Branch.
- No such advertisements or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended, nor shall any derivative works be created, without the express written consent of NJ TRANSIT in each instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT shall be and remain the sole property of NJ TRANSIT and shall not be modified, altered, edited, published, displayed or incorporated into any other works by Long Branch or any of its agents, employees, licensees or contractors, except as expressly authorized and approved in writing by NJ TRANSIT.
- NJ TRANSIT and Long Branch agree that the individuals executing this permit have the authority to legally bind the respective parties.

If you are in agreement with all of the above terms, please indicate your concurrence by signing below and returning a copy to my attention. A fully approved copy will be returned to you once signed. We look forward to making this a successful and mutually rewarding promotion. Thank you.

Laura B. Pomeisl, Coordinator  
 NJTRANSIT  
 Marketing & Business Development  
 One Penn Plaza East  
 Newark, NJ 07105

Agreed to on the \_\_\_\_ day of \_\_\_\_\_, 2013.

NEW JERSEY TRANSIT

By: \_\_\_\_\_  
 Penny Bassett Hackett  
 Acting Assistant Executive Director  
 Communications & Customer Service

By: \_\_\_\_\_  
 Adam Schneider, Mayor  
 City of Long Branch

This agreement has been approved as to form.

Jeffrey S. Chiesa  
 ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Deputy Attorney General

R# 49-13

**RESOLUTION APPROVING THE LIQUOR LICENSE  
HELD BY BRICKTOWN REALTY LIQUOR LLC FOR  
THE 2009/2010, 2010/2011, 2011/2012 AND 2012/2013 LICENSE TERM  
FOR STATE LICENSE #1325-33-031-004**

**WHEREAS**, this license was last renewed for the 2008/2009 license term. By Special Ruling the license was granted relief pursuant to NJSA 33:1-12.18 for the 2009/2010 license term and also relief pursuant to NJSA 33:1-12.39 for the 2009/2010 and 2010/2011 license terms. However the Special Ruling required that the licensee file a full 12 page application for the 2009/2010 and 2010/2011 license terms and also comply with the advertising requirements. The licensee failed to do so in a timely fashion but has since complied; and

**WHEREAS**, the licensee submitted short form renewal applications for the 2011/2012 and 2012/2013 license terms with petitions for relief pursuant to 12.39 and 12.18 for both terms.

**WHEREAS**, Bricktown Realty Liquor LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2009/2010, 2010/2011, 2011/2012 and 2012/2013 license terms; and

**WHEREAS**, the licensee is the designated redeveloper of the downtown arts and entertainment district and has spent several years acquiring properties and licenses to be used in this project area; and

**WHEREAS**, the ruling determined that good cause exists for the City to consider the application which would be in the best interest to all parties involved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby approve the license held by Bricktown Realty Liquor LLC state license #1325-33-031-004 for the 2009/2010 license term pursuant to NJSA 33:1-12.39 and NJSA 33:1-12.18, license term 2010/2011 pursuant to NJSA 33:1-12.39 only, license term 2011 / 2012 pursuant to NJSA 33:1-12.18 and NJSA 33:1-12.39, license term 2012/2013 pursuant to NJSA 33:1-39.

**BE IT FURTHER RESOLVED** that a special condition be imposed requiring that the license be activated no later than June 30, 2015.

MOVED: Sirianni  
SECOND: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KIMMY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON February 26, 2013  
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 27th DAY OF February 2013  
*Kimmy L. Schmidt*

BRICKTOWN REALTY LIQUORS LLC

NO PREMISE

BRICKTOWN REALTY CORP  
OWNERS:

BRUCE COZEWITH  
STEVEN SIPERSTEIN  
LAWRENCE KATZ  
ESTATE OF HERBERT SIPERSTEIN

STATE LICENSE #:  
TRANSFERRED ON:  
STATUS:

1325-33-031-004  
MARCH 28, 2006  
INACTIVE

R# 50-13

**RESOLUTION APPROVING THE LIQUOR LICENSE  
HELD BY BAC LIQUORS LLC FOR  
THE 2009/2010, 2010/2011, 2011/2012 AND 2012/2013 LICENSE TERM  
FOR STATE LICENSE #1325-33-020-004**

**WHEREAS**, this license was last renewed for the 2008/2009 license term. By Special Ruling the license was granted relief pursuant to NJSA 33:1-12.18 for the 2009/2010 license term and also relief pursuant to NJSA 33:1-12.39 for the 2009/2010 and 2010/2011 license terms. However the Special Ruling required that the licensee file a full 12 page application for the 2009/2010 and 2010/2011 license terms and also comply with the advertising requirements. The licensee failed to do so in a timely fashion but has since complied; and

**WHEREAS**, the licensee submitted short form renewal applications for the 2011/2012 and 2012/2013 license terms with petitions for relief pursuant to 12.39 and 12.18 for both terms.

**WHEREAS**, BAC Liquor LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2009/2010, 2010/2011, 2011/2012 and 2012/2013 license terms; and

**WHEREAS**, the licensee is the designated redeveloper of the downtown arts and entertainment district and has spent several years acquiring properties and licenses to be used in this project area; and

**WHEREAS**, the ruling determined that good cause exists for the City to consider the application which would be in the best interest to all parties involved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby approve the license held by BAC Liquors LLC state license #1325-33-020-004 for the 2009/2010 license term pursuant to NJSA 33:1-12.39 and NJSA 33:1-12.18, license term 2010/2011 pursuant to NJSA 33:1-12.39 only, license term 2011 / 2012 pursuant to NJSA 33:1-12.18 and NJSA 33:1-12.39, license term 2012/2013 pursuant to NJSA 33:1-39.

**BE IT FURTHER RESOLVED** that a special condition be imposed requiring that the license be activated no later than June 30, 2015.

MOVED: *Sirianni*  
SECOND: *Pallone*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY  
DO HEREBY CERTIFY THAT THE FOREGOING  
IS A TRUE AND CORRECT COPY OF  
RESOLUTION ADOPTED AT THE  
REGULAR MEETING HELD ON *February 26, 2013*  
IN WITNESS WHEREOF, I HAVE AFFIXED  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS *26th* DAY OF *February*, 2013  
*[Signature]*  
MUNICIPAL CLERK, R.M.C.

BAC LIQUORS, INC.

NO PREMISE

OWNERS:

BRUCE COZEWITH  
STEVEN SIPERSTEIN  
LAWRENCE KATZ  
ANTONIO PEREIRA  
JULIO PEREIRA

STATE LICENSE #:  
TRANSFERRED ON:  
STATUS:

1325-33-020-005  
MAY 22, 2007  
INACTIVE

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R # 51-13

**RESOLUTION APPROVING THE LIQUOR LICENSE  
HELD BY BAC LIQUORS LLC FOR  
THE 2009/2010, 2010/2011, 2011/2012 AND 2012/2013 LICENSE TERM  
FOR STATE LICENSE #1325-33-056-008**

**WHEREAS**, this license was last renewed for the 2008/2009 license term. By Special Ruling the license was granted relief pursuant to NJSA 33:1-12.18 for the 2009/2010 license term and also relief pursuant to NJSA 33:1-12.39 for the 2009/2010 and 2010/2011 license terms. However the Special Ruling required that the licensee file a full 12 page application for the 2009/2010 and 2010/2011 license terms and also comply with the advertising requirements. The licensee failed to do so in a timely fashion but has since complied; and

**WHEREAS**, the licensee submitted short form renewal applications for the 2011/2012 and 2012/2013 license terms with petitions for relief pursuant to 12.39 and 12.18 for both terms.

**WHEREAS**, BAC Liquor LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2009/2010, 2010/2011, 2011/2012 and 2012/2013 license terms; and

**WHEREAS**, the licensee is the designated redeveloper of the downtown arts and entertainment district and has spent several years acquiring properties and licenses to be used in this project area; and

**WHEREAS**, the ruling determined that good cause exists for the City to consider the application which would be in the best interest to all parties involved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby approve the license held by BAC Liquors LLC state license #1325-33-056-008 for the 2009/2010 license term pursuant to NJSA 33:1-12.39 and NJSA 33:1-12.18, license term 2010/2011 pursuant to NJSA 33:1-12.39 only, license term 2011 / 2012 pursuant to NJSA 33:1-12.18 and NJSA 33:1-12.39, license term 2012/2013 pursuant to NJSA 33:1-39.

**BE IT FURTHER RESOLVED** that a special condition be imposed requiring that the license be activated no later than June 30, 2015.

MOVED: Sirianni  
SECOND: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON February 26, 2013  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY February 26, 2013  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

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BAC LIQUORS INC.

NO PREMISE

INDIVIDUAL:

BRUCE COZEWITH  
STEVEN SIPERSTEIN  
LAWRENCE KATZ  
ANTONIO PEREIRA  
JULIO PEREIRA

STATE LICENSE #:  
TRANSFERRED ON:  
STATUS:

1325-33-056-008  
MAY 8, 2007  
INACTIVE

R# 52-13

**RESOLUTION AUTHORIZING THE APPOINTMENT OF  
TIMOTHY F. McGOUGHRAN AS CONFLICT JUDGE**

**WHEREAS**, there are occasions when the City's Municipal Court Judge must recuse himself from hearing certain matters before the Court, and it is necessary that the City of Long Branch appoint an attorney to serve as Conflict Judge; and

**WHEREAS**, it is the recommendation of the Municipal Court Judge that it is in the best interest of the City and the Court to appoint Timothy F. McGoughran, Esq. to serve as Conflict Judge; and

**WHEREAS**, the value of this contract does not exceed \$17,500.00, and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq.; and

**WHEREAS**, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and political Contribution Affidavit, annexed hereto, will serve as acknowledgement by Timothy F. McGoughran, on behalf of the firm, that it complies with the Ordinance and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

**WHEREAS**, the Chief Financial Officer of the City of Long branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available in the Budget, Municipal Court, Appro. # 3-01-128-2013 in an amount not to exceed \$3,200.00; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that Timothy J. McGoughran is hereby appointed as Conflicts Judge for the 2013 calendar year, for the sum of \$400.00 per court session, in an amount not to exceed \$3,200.00.

MOVED: Sirianni  
SECONDED: Pallone

AND ADOPTED UPON THE FOLLOWING ROLE

AYES: 5  
NAYES: 0  
ABSENT: 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  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON February 26, 2013  
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 27th DAY OF February 2013  
Kathy L. Schmelz

**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:

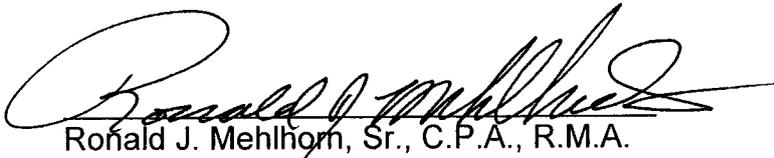
**CONFLICT JUDGE**

Said contract being made as follows:

**TIMOTHY F.McGOUGHRAN, ESQ. \$3,200.00**

Said funds being available in the form of:

**2013 BUDGET  
PROFESSIONAL LEGAL  
APPRO #3-01-128-202 \$3,200.00**



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

2/20/13  
Date

R# 53-13

**RESOLUTION AUTHORIZING CONTRACTS  
FOR MUSICAL PERFORMANCES  
FOR SUMMER ENTERTAINMENT PROGRAMS**

**WHEREAS**, the City of Long Branch wishes to procure the services of various bands to provide musical performances, and production specialists to provide sounds and lights for the West End Park Concert Series, the Father's Day Car Show, the Pier Village Concert Series, and the Jazz and Blues on the Beach Concert Series, given at various dates throughout the summer of 2013; and

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

**WHEREAS**, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, for the Summer Concert events and it is the recommendation of the Director of Community Development that it is in the City's best interest to enter into contracts as detailed below; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **2013 Budget, Appropriation #3-01-012-801, in the amount of \$18,200.00 and Recreation Budget, Appropriation #T-14-250-001, in the amount of \$17,000.00**

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

Concert Philadelphia Funk, West End Park on June 9, 2013, for a sum not to exceed \$1,500.

Concert R.B.Express, Father's Day Car Show on June 16, 2013, for a sum not to exceed \$1,000.

Concert Yagurs Farm, Pier Village on June 20, 2013, for a sum not to exceed \$2,000.

Concert West End Park, Sonny Kern All-Stars on June 23, 2013, for a sum not to exceed \$1000.

Concert West End Park, The Brothers of Funk, on June 30, 2013, for a sum not to exceed \$2,500.

Concert West End Park, Matt O'Ree Band on July 7, 2013, for a sum not to exceed \$1,000.

Concert Downtown, Soul Cruisers on July 9, 2013, for a sum not to exceed \$3,500.

Concert West End Park, Chuck Lambert Band on July 14, 2013, for a sum not to exceed \$900.

Concert West End Park, Saron Crenshaw on July 21, 2013, for a sum not to exceed \$1,500.

Concert Downtown, Rave On for July 23, 2013, for a sum not to exceed \$900.

Concert West End Park, Gas House Gorillo on July 28, 2013, for a sum not to exceed \$900.

Concert West End Park, Bob Lanza Band on August 4, 2013, for a sum not to exceed \$1,000.

Concert Pier Village, After the Reigh Band on August 8, 2013, for a sum not to exceed \$1,200.

Concert West End Park Car Show, Familiar Faces on August 17, 2013, for a sum not to exceed \$800.

Concert West End Park Car Show, The Duprees on August 17, 2013, for a sum not to exceed \$8,000.

Concert Pier Village, Bob Bandier on August 22, 2013, for a sum not to exceed \$4,000.

Concert Long Branch Jazz and Blues Festival, Brothers of Funk on August 24, 2013, for a sum not to exceed \$2,500.

Concert West End Park, The Voodudes on August 25, 2013 for a sum not to exceed \$1,000.

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

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

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

OFFERED: Sirianni  
SECOND: Pallone  
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 February 26, 2013  
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 27th DAY OF February 2013  
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:

**RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT PROGRAMS**

Said contract being made as follows:

**SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS FOR EVENTS THAT TOTAL \$35,200.00**

Said funds being available in the form of:

**RECREATION SPECIAL EVENTS APPRO #T-14-250-001 \$17,000.00,  
ADMINISTRATION APPRO #3-01-012-801 \$18,200.00**

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

2/14/13  
Date

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 14, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Philadelphia Funk**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Ocean and Brighton Aves.  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** PHILADELPHIA FUNK AUTHORITY  
PO BOX 571

**CONTACT PHONE #:** NEW YORK, NY 10108

**DATE:** June 9, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$1500.00 (Payable Day of Performance)  
**Check payable to**  
AUTHORITY ENTERTAINMENT

**PRODUCTION:** Blues By The Beach Concert Series

**City will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Philadelphia Funk

\_\_\_\_\_

\_\_\_\_\_ *GARY RIVENSEN*

By:

By:

\_\_\_\_\_

Purchaser Representative

\_\_\_\_\_

Artist Representative

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_ *1/23/13*

**ENTERTAINMENT AGREEMENT**

Agreement made this January 7, 2013, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and R. B. Express, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** Great Lawn, Long Branch, NJ

**ADDRESS:** Oceanfront near Rooney's  
Long Branch, NJ

**CONTACT NAME:** Ernie Lackey

**CONTACT PHONE:** 434 321 7179

**DATE:** Sunday, June 16, 2013  
Rain or shine

**TIME:** 1:00 PM - 2:30 PM

**COMPENSATION:** \$1000.00 (Payable Day of Performance)  
**Check payable to**  
RB Express LLC

**PRODUCTION:** Cruise to The Jersey Shore Father's Day Concert and Car Show

**Band will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: RB Express

\_\_\_\_\_

*Ernest Lackey*  
\_\_\_\_\_

By:

By:

\_\_\_\_\_

*Ernest Lackey*  
\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

*1-22-2013*  
\_\_\_\_\_

Purchaser Representative

Artist Representative

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 11, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Yasgurs Farm**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** Festival Plaza, Pier Village

**ADDRESS:** Oceanfront, Pier Village  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** LEONARD MOLINARI  
16 WILHETTA DRIVE

**CONTACT PHONE #:** JACKSON, N.J. 08527

**DATE:** June 20, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$2000 (Payable Day of Performance)  
**Check payable to**  
LEONARD MOLINARI

**PRODUCTION:** Thursdays By The Sea Concert Series

**Yasgurs Farm will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Yasgurs Farm

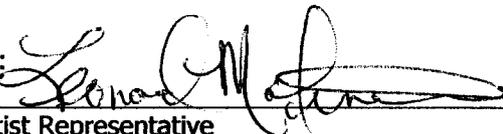
\_\_\_\_\_

LEONARD MOLINARI  
\_\_\_\_\_

By:

By:

\_\_\_\_\_

  
\_\_\_\_\_

Purchaser Representative

Artist Representative

Date:

Date:

\_\_\_\_\_

1/15/13  
\_\_\_\_\_

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 11, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Sonny Kenn All Stars**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Ocean and Brighton Avenues  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Sonny Kenn  
28 RIVERSIDE AVE #4B Red Bank NJ 07701

**CONTACT PHONE #:** 772-842-2121

**DATE:** June 23, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$1000 (Payable Day of Performance)  
**Check payable to**  
Sonny Kenn

**PRODUCTION:** Blues By The Beach Concert Series

**City will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

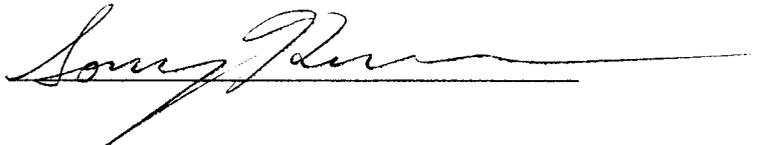
IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Sonny Kenn All Stars

\_\_\_\_\_



By:

By:

\_\_\_\_\_  
Purchaser Representative

\_\_\_\_\_  
Artist Representative

Date:

Date:

*11/18/13*

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**ENTERTAINMENT AGREEMENT**

Agreement made this **January 22, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Al Chez & The Brothers of Funk**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Avenues  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Alan Chesnovitz  
29 Manor Drive, Newton NJ 07860

**CONTACT PHONE #:** (908) 310-3373

**DATE:** June 30  
Rain or shine

**TIME:** 7:00 - 8:30 PM

**COMPENSATION:** \$2500.00 (Payable Day of Performance)  
**Check payable to**  
Alan Chesnovitz

**PRODUCTION:** Blues By The Beach

**City will provide sound. No Back Line.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Al Chez & The Brothers of Funk

\_\_\_\_\_

*Al Chez*  
\_\_\_\_\_

By:

By: *Alan Chesrovitz*  
\_\_\_\_\_

Purchaser Representative

Artist Representative

Date:

Date: *1/31/2013*  
\_\_\_\_\_

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 14, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Matt O'Ree**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Aves.  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Matt O'Ree  
20 Alpine Rd

**CONTACT PHONE #:** Holmdel NJ 07733

**DATE:** July 7, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:00 PM

**COMPENSATION:** \$1000.00 (Payable Day of Performance)  
**Check payable to**  
Tun Fan Productions LLC

**PRODUCTION:** Blues By The Beach Concert Series

**City will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Matt O'Ree

\_\_\_\_\_  
 By:  
 \_\_\_\_\_  
 Purchaser Representative  
 Date:  
 \_\_\_\_\_

\_\_\_\_\_  
 By:   
 \_\_\_\_\_  
 Artist Representative  
 Date: 1/18/13  
 \_\_\_\_\_

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 7, 2013**, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and **Soul Cruisers**, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** Broadway Stage

**ADDRESS:** Broadway and Union Avenue (Behind Brookdale)  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**CONTACT PHONE #:** \_\_\_\_\_

**DATE:** Tuesday, July 9, 2013

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$3500.00 (Payable Day of Performance)  
**Check payable to** *Steve BarLotta*

**PRODUCTION:** Downtown Tuesday Nights

**BAND will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

JAN 28 2013

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Soul Cruisers

\_\_\_\_\_

\_\_\_\_\_

By:

By: Steven Barlow

Purchaser Representative

Artist Representative

Date:

Date: 1/25/13

\_\_\_\_\_

\_\_\_\_\_

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 14, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Chuck Lambert**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Aves.  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** CHUCK LAMBERT  
60 PETERS PLACE

**CONTACT PHONE #:** RED BANK, NJ 07701

**DATE:** July 14  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$900.00 (Payable Day of Performance)  
**Check payable to**  
CHARLES E. LAMBERT

**PRODUCTION:** Blues By The Beach Concert Series

**City will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Chuck Lambert

\_\_\_\_\_

  
\_\_\_\_\_

By:

By:

\_\_\_\_\_  
Purchaser Representative

\_\_\_\_\_  
Artist Representative

Date:

Date:

\_\_\_\_\_

1/17/13  
\_\_\_\_\_

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 15, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Saron Crenshaw**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Aves.  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Saron Crenshaw  
PO Box 797, Matawan, NJ 07747

**CONTACT PHONE #:** ~~A~~ 973-615-5305

**DATE:** July 21, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$1500.00 (Payable Day of Performance)  
Check payable to  
Xiaofen Zhang

**PRODUCTION:** Blues By The Beach Concert Series

City will provide sound.

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Saron Crenshaw

By:

By:

Purchaser Representative

Artist Representative

Date:

Date:

*Saron Crenshaw*  
1/22/2013

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 14, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Rave On**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** Broadway Stage

**ADDRESS:** Cor. Third and Union Aves. behind Brookdale  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Chris Roselle  
2299 Morrison Avenue

**CONTACT PHONE #:** 908-687-3808 Union, NJ 07083

**DATE:** July 23, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$900.00 (Payable Day of Performance)  
Check payable to  
Chris Roselle

**PRODUCTION:** Downtown Tuesday Nights Concert Series

**Rave On will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Rave ON

By:

Purchaser Representative

Date:

By:

Artist Representative

Date:

*Chris Roselle*

*1-17-13*

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 14, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Gas House Gorillas**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park  
**ADDRESS:** Cor. Brighton and Ocean Aves.  
Long Branch, NJ  
**CONTACT NAME & ADDRESS:** RICK FINK  
287 COLUMBIA ST. #2  
**CONTACT PHONE #:** BROOKLYN, NY 11231  
347-596-3987  
**DATE:** July 28, 2013  
Rain or shine  
**TIME:** 7:00 PM - 8:30 PM  
**COMPENSATION:** \$900.00 (Payable Day of Performance)  
Check payable to  
GAS HOUSE GORILLAS  
**PRODUCTION:** Blues By The Beach

**Gas House Gorillas will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Gas House Gorillas

By:

By:



Purchaser Representative

Artist Representative

Date:

Date:

1/20/13

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 11, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Bob Lanza Blues Band**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Avenues  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Robert Lanza  
82 Round Top Rd

**CONTACT PHONE #:** WARREN N.J. 07059

**DATE:** August 4, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$1000 (Payable Day of Performance)  
**Check payable to**  
ROBERT LANZA

**PRODUCTION:** Blues By The Beach Concert Series

**City will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Bob Lanza Blues Band

By:

By:



Purchaser Representative

Artist Representative

Date:

Date:

City

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 8, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **After The Reign**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** Festival Plaza, Pier Village

**ADDRESS:** Oceanfront, Pier Village  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** John STRUENS  
12 Clayton RD

**CONTACT PHONE #:** Hewlett NJ 07731

**DATE:** August 8, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$1200.00 (Payable Day of Performance)  
**Check payable to**  
AFTER THE REIGN BAND LLC

**PRODUCTION:** Thursdays By The Sea Concert Series

**Band will provide sound.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

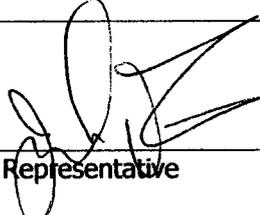
IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: After The Reign

\_\_\_\_\_  
 By:  
 \_\_\_\_\_  
 Purchaser Representative  
 Date:  
 \_\_\_\_\_

\_\_\_\_\_  
 By:   
 \_\_\_\_\_  
 Artist Representative  
 Date: JAN-15-2013  
 \_\_\_\_\_

## ENTERTAINMENT AGREEMENT

Agreement made this January 28, 2013, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Familiar Faces**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Avenues  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Frank Ravaschiere  
525 Bains Ave Rear  
Long Branch, NJ 07740

**CONTACT PHONE #:** 732-904-3907

**DATE:** August 17, 2013  
Rain or shine

**TIME:** 6:00 PM - 8:00 PM

**COMPENSATION:** \$800.00 (Payable Day of Performance)  
Check payable to  
Frank Ravaschiere

**PRODUCTION:** West End Car show

**Familiar Faces will provide sound.**

### TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Familiar Faces

\_\_\_\_\_

*Frank Ravaschiere*  
\_\_\_\_\_

By:

By:

*[Signature]*  
\_\_\_\_\_

Purchaser Representative

Artist Representative

Date:

Date:

*2-4-13*  
\_\_\_\_\_

*La Guardia & Associates  
Entertainment & Productions*

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**CONTRACT**

By contract made this 13th day of October 2011, it is hereby agreed by and between LaGuardia & Associates Entertainment, LLC. and the undersigned, that entertainment will be provided as agreed upon herein:

Name: City of Long Branch

Type of Function: Summer Concert

Day: Saturday Date: August 17, 2013

Location: West End Municipal Parking Lot

Address: Brighton Ave., Long Branch, NJ

Hours: (1) Show - 8:30pm to 10:00pm

Entertainment: "Duprees"

Compensation Agreed Upon: \$8,000.00 Payable to La Guardia & Associates, LLC

Deposit: Waived  
(NON-REFUNDABLE)

Balance: \$8,000.00 Due: to LaGuardia & Assoc. by July 12, 2012

Remarks: City will provide: Stage; sound & lights as per artist's specs (mutually agreed upon in advance by artists' band technician and city's sound company); dressing area near stage, towels and bottled water for the stage; catering for entertainers. Rain or Shine!

The undersigned, executing this Contract for client warrants their authority to do so as principal, agent or otherwise. It is mutually agreed that all return engagements within 18 months of this engagement shall be booked through LaGuardia & Associates. The client agrees to indemnify fully LaGuardia & Associates for any injury, damage or claim arising out of the services provided pursuant to this contract. This contract is non-cancellable by client.

\_\_\_\_\_  
Signature

Please sign and return one copy with deposit.  
Retain one copy for your records.

c/o Barry Stein for City of Long Branch

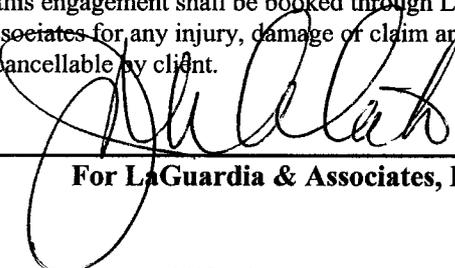
\_\_\_\_\_  
Print Name

344 Broadway  
Long Branch, NJ 07740

\_\_\_\_\_  
Address

732-923-2044 Cell: 732-500-6593

\_\_\_\_\_  
Telephone #

  
\_\_\_\_\_  
For LaGuardia & Associates, LLC.

1/18/13

\_\_\_\_\_  
Date

New Jersey State Lic. #BW-0354100  
Fed. ID # 26-0571381

New Address

388 Pompton Ave.

Cedar Grove, NJ 07009

973-571-9744 Fax: 973-571-9740

[www.laguardiaentertainment.com](http://www.laguardiaentertainment.com)

## ENTERTAINMENT AGREEMENT

Agreement made this 1/4/13, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Bob Bandiera**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** Festival Plaza,  
**ADDRESS:** Oceanfront, Pier Village  
Long Branch, NJ  
**CONTACT:** Bob Bandiera

**DATE:** August 22, 2013  
Rain or shine  
**TIME:** 7:00 – 8:30 PM, one set  
**COMPENSATION:** \$4,000.00 (Payable Day of Performance)  
**City will provide sound and lights**  
**Check payable to**

**PRODUCTION:** *Robert Bandiera*  
Thursday By The Sea Concert

### TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

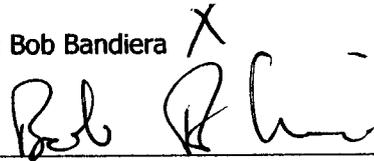
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Bob Bandiera <sup>X</sup>



By: \_\_\_\_\_

By: \_\_\_\_\_

Purchaser Representative

Artist Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ENTERTAINMENT AGREEMENT**

Agreement made this **January 22, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Al Chez & The Brothers of Funk**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** Great Lawn

**ADDRESS:** On Boardwalk near Rooney's Restaurant  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Alan Chesnovitz  
29 Manor Drive, Newton NJ 07860

**CONTACT PHONE #:** 908-310-3373

**DATE:** August 24, 2013  
Rain or shine

**TIME:** 6:00 PM - 7:30 PM

**COMPENSATION:** \$2500.00 (Payable Day of Performance)  
**Check payable to**  
Alan Chesnovitz

**PRODUCTION:** Long Branch Jazz and Blues Festival

**City will provide sound, Drum Kit and Bass Amp.**

**TERMS AND CONDITIONS**

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: Al Chez & The Brothers of Funk

\_\_\_\_\_

*Al Chez*  
\_\_\_\_\_

By:

By:

*Alan Chesowitz*

\_\_\_\_\_

Purchaser Representative

\_\_\_\_\_

Artist Representative

Date:

Date:

*1/31/2013*

\_\_\_\_\_

\_\_\_\_\_

## ENTERTAINMENT AGREEMENT

Agreement made this **January 14, 2013**, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **The Voodudes**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

**PLACE:** West End Park

**ADDRESS:** Cor. Brighton and Ocean Aves.  
Long Branch, NJ

**CONTACT NAME & ADDRESS:** Andy Bernstein 90 The Voodooes  
P.O. Box 1413

**CONTACT PHONE #:** Highland Park, NJ 08904

**DATE:** August 25, 2013  
Rain or shine

**TIME:** 7:00 PM - 8:30 PM

**COMPENSATION:** \$1000 (Payable Day of Performance)  
**Check payable to**  
The Voodooes

**PRODUCTION:** Blues By The Beach Concert Series

**City will provide sound.**

### TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are not then needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).
7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**AGREED TO AND ACCEPTED:**

PURCHASER: The City of Long Branch

ARTIST: The Voodudes

By:

By:



Purchaser Representative

Artist Representative

Date:

Date:

1/19/13

R54-13

**RESOLUTION OF THE CITY OF LONG BRANCH, IN THE  
COUNTY OF MONMOUTH, NEW JERSEY MAKING APPLICATION  
TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A.  
40A:2-26(e)**

**WHEREAS**, the City of Long Branch, in the County of Monmouth, New Jersey (the "City") desires to make application to the Local Finance Board for the approval of a non-conforming maturity schedule, pursuant to N.J.S.A. 40A:2-26(e), in connection with the issuance of bonds to be issued under the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* and the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, the proceeds of which will be used to finance certain components of a redevelopment project in the Pier Village District of the City; and

**WHEREAS**, the City believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, AS FOLLOWS:**

**Section 1.** The application to the Local Finance Board is hereby approved, and the City's Special Redevelopment Financing Counsel, along with other representatives of the City are hereby authorized to prepare such application and to represent the City in matters pertaining thereto.

**Section 2.** The Clerk of the City is hereby directed to prepare and file a copy of the bond ordinance of the City with the Local Finance Board as part of such application.

**Section 3.** The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statutes.

Recorded Vote

AYE

NO

ABSTAIN

ABSENT

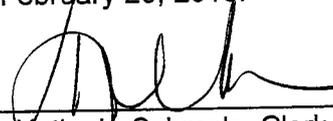
Bastelli, Billings, Celli  
Patrone, Sirianni

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The foregoing is a true copy of a resolution adopted by the City Council of the City of Long Branch, in the County of Monmouth, New Jersey on February 26, 2013.



\_\_\_\_\_  
Kathy L. Schmelz, Clerk

(part I)

21-6000-806  
ID #

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
LOCAL FINANCE BOARD  
APPLICATION CERTIFICATION

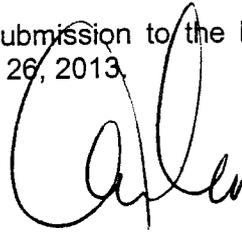
APPLICANT'S  
NAME:

CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH,  
NEW JERSEY

I, ADAM SCHNEIDER, MAYOR OF THE CITY OF LONG BRANCH, IN THE COUNTY OF  
MONMOUTH, NEW JERSEY DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to  
the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board  
approved by the governing body of the City on February 26, 2013.



Adam Scheider, Mayor

ATTEST:

  
Kathy L. Schmelz, Clerk

Date: February 26, 2013

**RESOLUTION  
2013 EMERGENCY TEMPORARY APPROPRIATIONS**

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

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

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

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

WHEREAS the total emergency temporary resolutions adopted in the year 2013 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total ..... \$ 4,823,255.00 in addition to the original temporary budget adopted January 1, 2013 in the amount of \$16,912,000.00 for a total Year to Date temporary budget of \$ 21,735,255.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2012, and that in accordance with the Statute such item of appropriation will be included in the 2013 budget as finally adopted.

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

OFFERED: Sirianni  
SECOND: Pallone  
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 February 26, 2013  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 26th DAY OF February, 2013  
Kathy L. Schemel  
MUNICIPAL CLERK, R.M.C. O

<b>Budget Appropriations 2013</b>	<b>Emergency Temporary Budget Approp. 02/26/2013</b>
Office of the Chief Administrator Miscellaneous Other Expenses (Green Programs)	2,200.00
Deferred Charges and Statutory Expenditures- Municipal within "CAPS" STATUTORY EXPENDITURES:	
Public Employees Retirement System	1,053,326.00
Police & Firemens Retirement System of New Jersey	2,839,770.00
Defined Contribution Retirement Plan	7,800.00
State and Federal Programs Off-Set by Revenues	
County of Monmouth Workforce Development (Sandy hiring)	40,554.00
Capital Improvements - Excluded from "CAPS" Capital Projects:	
Acquisition of Equipment: Department of Recreation Bureau of Conservation (Beach)	23,500.00
Office of Emergency Management (OEM)	15,500.00
<b>Total Emergency Temporary Appropriations</b>	<b>3,982,650.00</b>

**RESOLUTION AMENDING THE CONTRACT WITH THE MONMOUTH COUNTY SPCA FROM FEBRUARY 29, 2012 UNTIL MARCH 1, 2013 FOR AN AMOUNT NOT TO EXCEED \$48,000**

**WHEREAS**, the City of Long Branch has previously contracted with the Monmouth County SPCA for services rendered by the SPCA to the City of Long Branch by Resolution #82-12 adopted March 27, 2012; and

**WHEREAS**, the City of Long Branch has previously entered into a contract from February 29, 2012 through March 1, 2013; and

**WHEREAS**, the City of Long Branch wishes to amend the contract with the SPCA under the same terms and conditions as the previous contract by adding \$8,000; and

**WHEREAS**, the funds to be expended by the City of Long Branch for this contract shall not be exceed \$48,000; and

**WHEREAS**, the funds are available in Account No. 3-03-000-215 in an amount not to exceed \$8,000 as certified to by the Chief Financial Officer of the City of Long Branch; and

**WHEREAS** contracting for services with the SPCA is a benefit for the residents of the City of Long Branch.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to enter into a contract for a period effective February 29, 2012 through March 1, 2013 in an amount not to exceed \$48,000.

MOVED: *Siganni*  
SECONDED: *Pallone*  
AYES: 5  
NAYES: 0  
ABSENT: 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 February 26, 2013 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 26th day of February, 2013  
*Kathy L. Schmelz*  
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:

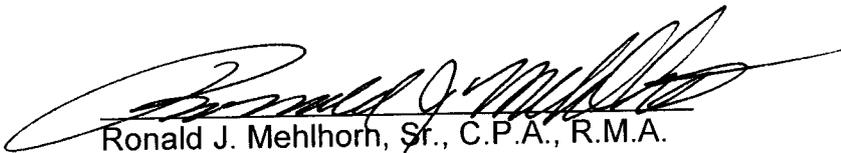
**CONTRACT FOR ANIMAL SHELTER SERVICES**

Said contract being made as follows:

**MONMOUTH COUNTY SPCA, \$8,000.00**

Said funds being available in the form of:

**2013 OUTSIDE SERVICES  
ANIMAL CONTROL TRUST  
APPRO #3-03-000-215 \$8,000.00**



Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.

Finance Director, Chief Financial Officer

2/21/17  
Date

R# 57-13

**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: Sirianni  
SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

State of New Jersey  
County of Monmouth  
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on

February 26, 2013

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 27<sup>th</sup> day of February, 2013

Kathy L. Schmelz  
Kathy L. Schmelz, City Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of February 26, 2013. 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 - March 2013	9,107.11	
Absolute Fire Protection Co.	Ladder Repair on Truck #25-4-90 - Fire Dept.	15,000.78	
Atlantic Tree Materials	Grinding & Disposal of Bulky Waste - December 2012 / February 2013	54,720.00	Pymt #1
Boro Printing, Inc.	Envelopes & Letterhead Paper - Purchasing Dept.	* 1,665.00	
Carl F. Jennings / Beach Badge Change Fund	Opening Bank	* 500.00	
Central Towing & Recovery, Inc.	Towing - 1/04/13 - DPW	467.25	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 950.59	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 890,906.36	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 1,665.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 520,876.66	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 68,564.34	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 856,844.55	
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	* 37,670.28	
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	* 853,236.08	
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	* 35,954.29	
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	* 820,890.26	
Complete Security Systems, Inc.	Central Station & Fire Alarm Monitoring at Recreation Office - 12/26-12/31/13 - DPW	732.00	
Conte's Car Wash, Inc.	Car Wash Contract - January 2013	511.75	
David Roach	Mileage Reimbursement - September / December 2012 - Health Dept.	238.65	
East Coast Emergency Lighting, Inc.	Light Bar - DPW	1,762.20	
Estate of Gerald Russomano Jr.	Rent for DPW - March 2013	681.62	
Excel Dryer, Inc.	Parts for Hand Dryers - DPW	107.00	
Fax Express	Toner for Fax Machine - Tax Collector's Office	75.70	
First Atlantic Federal Credit Union	Rent for Recreation Dept. - March 2013	1,716.84	
Gagliano Appraisal, LLC.	Tax Appeals - January 2013	1,000.00	Pymt #1
General Linen & Paper Supply	Janitorial Supplies - DPW	158.70	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus - January 2013	4,410.00	Pymt #1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - West of Pier - January 2013	8,963.85	Pymt #1
Hunter Jersey Peterbilt	Misc. Parts - PW #250 - DPW	643.44	
Jersey Cape Diagnostic, Training & Opportunity	Adult/Student Holiday Tags - Recreation Dept.	276.00	
KBD Construction, LLC.	Pier Village Storm Repair - December 2012 / February 2013	* 30,037.00	
Long Branch Chamber of Commerce	Rent for Community Dev. - March 2013	1,650.00	
Martin J. Arbus, Esq.	Legal Services Rendered - Planning Board Retainer - October 2012	500.00	Pymt #6
Martin J. Arbus, Esq.	Legal Services Rendered - Planning Board Attorney - October 2012	42.00	Pymt #4
Mocean Hollow Metal & Hardware, Inc.	Door for Electrical Box on Beachfront - DPW	843.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Monmouth County Clerk's Office	Recording of Street Vacation - Right of Way - Rivington Avenue - City Clerk's Office	*	8.00
Municipal Clerks Assoc. of Monmouth County	2013 Membership Dues - K. Schmelz - City Clerk		75.00
New Jersey Motor Vehicle	Registration - DPW	*	23.00
New Jersey Motor Vehicle	Registration - DPW	*	32.00
New Jersey Motor Vehicle	Registration - DPW	*	32.00
New Jersey Motor Vehicle	Registration - DPW	*	135.00
New Jersey Motor Vehicle	Registration - DPW	*	135.00
NJ State League of Municipalities	Registration - Conference - 1/23/13 - D. Spaulding & M. Martin - Purchasing / Comptroller		170.00
Provantage Corp.	Computer Equipment - Health Dept.		2,493.90
Quality Communications Systems	Antenna Equipment for Police Vehicles - Police Dept.		799.25
R & R Radar, Inc.	Radar Equipment - Police Dept.		814.37
Riggins, Inc.	Unleaded Gasoline & Diesel Fuel - Delivered on 1/7 & 1/8/13 - DPW		36,620.76
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - December 2012 - DPW		105.50
Sears Commercial One	Various Tools - Traffic Dept.		1,648.40
Stan Dziuba	Reimbursement for Cell Phone Case - OEM	*	85.59
Toshiba Business Solutions	PVC Cards & Ribbon - Police Dept.		455.00
Uline, Inc.	Jumbo Zip Bags - Police Dept.		273.69
United Parcel Service	Ground Shipping - Police Dept.		109.98
W.B. Mason Co.	Various Office Supplies - DPW		110.43
Y-Pers	Rags - DPW		218.00

**4,267,713.17**

**TOTAL CURRENT**

Birdsall Services Group, Inc.	Improvements to Cherry Street Park - November 2012		3,487.38	Pymt #9
City of Long Branch Clearing Account	Reimburse Clearing Account	*	177,080.06	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - January 2013		1,192.50	Pymt #1
Motorola Solutions, Inc.	Radio Equipment - Fire Dept.		8,127.65	
Vantage Point Development Advisors, LLC.	Professional Services Rendered - Pier Study Project Management - January 2013		677.60	Pymt #1

**190,565.19**

**TOTAL CAPITAL**

City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,012.60
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,490.51
City of Long Branch Clearing Account	Reimburse Clearing Account	*	795.60
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,272.42
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	*	357.89
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	*	4,654.71
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	*	376.36
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	*	4,896.06

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**TOTAL DOG**

26,651.75

AWT Environmental Services, Inc.	Cherry Street Park Improvements - October 2012 / January 2013		3,811.18	Pymt #4
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,199.16	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	58,591.16	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	768.89	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,199.16	
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	*	445.86	
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	*	5,753.30	
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	*	445.86	
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	*	5,753.30	
Conte's Car Wash, Inc.	Car Wash Contract - January 2013		5.75	
Freehold Soil Conservation	Soil Erosion & Sentiment Control Plan Certification Renewal - Cherry Street Park	*	768.89	
Service Lighting & Electrical Supplies	Holiday Lights - Community Dev.		1,543.61	
United Parcel Service	Ground Shipping - Community Dev.		35.90	

90,322.02

**TOTAL HUD**

Actlien Holding, Inc.	Tax Sale Premium	*	1,100.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,900.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	19,318.97	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	16,206.24	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,800.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	9,754.98	
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	*	387.77	
City of Long Branch Payroll Agency Account	Payroll Dated 2/01/13	*	18,931.20	
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	*	251.06	
City of Long Branch Payroll Agency Account	Payroll Dated 2/15/13	*	9,503.92	
Inna & Jack Gelin	Tax Sale Premium	*	400.00	
New Jersey Dept. of Labor & Workforce Dev.	Unemployment - Quarter Ending December 2012	*	31,802.17	
Quality Communications Systems	Antenna Equipment for Vehicles - Fire Prevention		554.95	
US Bank As Cust Phoenix Fund	Tax Sale Premium	*	7,500.00	
USBK Cust/Lienlogic Fund I, LLC.	Tax Sale Premium	*	1,100.00	
Van Cleef Engineering Assoc.	Engineering Services Rendered - Chabad of the Shore - January 2013		997.50	Pymt #3
Virgo Muni Finance Fund, LP	Tax Sale Premium	*	200.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL TRUST OTHER

126,708.76

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 58-13

RESOLUTION BETWEEN THE CITY OF LONG BRANCH AND  
THE LONG BRANCH SEWER AUTHORITY – 2013 PROJECT FINANCING

WHEREAS, the City of Long Branch (the "City") and the Long Branch Sewerage Authority (the "Authority") heretofore entered into a Service Agreement dated as of September 1, 2002 (the "2002 Service Agreement") providing, among things, for the payment of Annual Charges (as defined therein) relating to the Authority's System (as defined therein); and

WHEREAS, the definition of "Bond" in the 2002 Service Agreement includes any bond, note or other evidence of indebtedness issued to finance costs of the System with respect to which the City consents by resolution to be a Bond (as defined therein) entitled to the benefits of the 2002 Agreement; and

WHEREAS, the Authority plans to issue not exceeding \$1,880,000 bonds to finance its 2013 Project as defined in Exhibit 1 attached hereto; now therefore,

BE IT RESOLVED, by the City Council of the City of Long Branch, as follows:

Section 1. The City consents to the inclusion of not exceeding \$1,880,000 bonds of the Authority to finance the Authority's 2013 Project as Bonds under the 2002 Service Agreement.

Section 2. This resolution shall take effect immediately.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON February 26, 2013  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS 26th DAY OF February, 2013  
Kathy L. Schmeltz  
MUNICIPAL CLERK, R.M.C.

## EXHIBIT 1

### LONG BRANCH SEWERAGE AUTHORITY

#### Description of 2013 Project

The Long Branch Sewerage Authority (the "Authority") incurred significant unanticipated costs to prepare for, respond to, and repair/damages caused by Hurricane Sandy. The Authority began preparations for Hurricane Sandy during the week of October 21, 2012.

Power was lost throughout the entire area including the Wastewater Treatment Plant (WWTP) and Pumping Stations. Extreme flooding at the WWTP resulted in saltwater damages to most of the WWTP buildings.

Immediately after the storm subsided the Authority employees began clean-up operations. All of the buildings were completely flooded below ground, requiring pumping out buildings to assess damages, which were catastrophic. The utility crew began the task of cleaning up the huge amount of debris throughout the facility, while operators and electrical contractors began to assess what equipment was operational and that which was not.

The initial assessment found that all pumps (including the raw sewage influent pumps), motors and electrical systems below ground were damaged and not operational. In order to keep the WWTP operational repair of pumps, motors, lighting, and other electrical equipment was required. In addition, damage was incurred to the Administration and Maintenance to Buildings requiring repairs and replacement of equipment, furniture, office supplies, and building wall board, insulation, painting, and carpeting. Further cleaning of the WWTP continues at the administration process buildings, including power washing, disinfection and mold remediation.

A schedule detailing the costs already expended and anticipated to be required to complete the remediation and mitigation work is on file at the Authority. It is anticipated that these costs will be \$1,750,000. In addition, a cost of approximately \$130,000 is estimated for a new parking lot to be constructed on a newly purchased lot, contiguous to the WWTP Property. Therefore, the total estimated cost for improvements to address these problems and issues is approximately \$1,880,000.

Initially, the Authority will issue Project Notes to finance the 2013 Project. The Authority hopes to receive grants from FEMA for the remediation and mitigation work. The new parking lot initially will be financed with short term Project Notes and subsequently will be financed with Authority bonds or other funds available from the Authority.