

RESOLUTIONS ADOPTED BY CITY COUNCIL APRIL 12, 2011

R88-11 RESOLUTION OPENING CITY BEACHES FOR THE 2011 SUMMER SEASON AND DESIGNATING CERTAIN BEACHES AS BATHING OR SURFING BEACHES

R89-11 RESOLUTION RESCINDING RESOLUTION #70-11 ADOPTED MARCH 22, 2011 AND CORRECTING SAME WITH REGARDS TO THE TONNAGE GRANT APPLICATION

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R93-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE BY "PARKWAY JOE AND THE TOKENS"

R94-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR WEST END CAR SHOW II

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R96-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR SUMMER CONCERT SERIES

R97-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR SUMMER CONCERT SERIES

R98-11 RESOLUTION APPROVING LIQUOR LICENSE RENEWAL FOR THE 2011/2012 LICENSING TERM FOR LB LICENSE INC.

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R100-11 RESOLUTION RENEWING THE LIQUOR LICENSE OF MACHTOOB, LLC FOR THE 2010-2011 LICENSE TERM STATE LICENSE #1325-33-073-012

R101-11 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R102-11 RESOLUTION AMENDING RESOLUTION R54-11 ADOPTED FEBRUARY 22, 2011 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R103-11 RESOLUTION APPOINTING CARL JENNINGS TO THE LONG BRANCH HOUSING AUTHORITY

R104-11 RESOLUTION APPOINTING MICHAEL WINNICK TO THE LONG BRANCH HOUSING AUTHORITY **(REMOVED)**

R105-11 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT WITH LOCAL 1038 (WHITE COLLAR)

R106-11 RESOLUTION AUTHORIZING INTERLOCAL SERVICE AGREEMENT BETWEEN THE LONG BRANCH HOUSING AUTHORITY AND THE CITY OF LONG BRANCH

R107-11 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR POLICE OFFICER REPRESENTATION (ALEXANDER M. ILER, ESQ.)

R108-11 RESOLUTION MEMORIALIZING NON-FAIR AND OPEN CONTRACT TO DW SMITH ASSOCIATES, LLC FOR PHASE I OVERSIGHT AT MANAHASSETT CREEK PARK

R109-11 RESOLUTION AWARDED A NON-FAIR AND OPEN CONTRACT TO DW SMITH ASSOCIATES, LLC FOR PHASE II OVERSIGHT AT MANAHASSETT CREEK PARK

R110-11 RESOLUTION APPROVAL PAYMENT OF BILLS

R111-11 RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 79 LOT 2)

R112-11 RESOLUTION RELEASING GUARANTEES – (BLOCK 93, LOT 5 & 8, BLOCK 119, LOT 1.02, 7-10)

R113-11 RESOLUTION RELEASING GUARANTEES (BLOCK 152 LOT 1 & 2)

R114-11 RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE, SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE

R115-11 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ALLOW COLONIAL LIFE INSURANCE COMPANY AND ITS REPRESENTATIVES TO SOLICIT CITY OF LONG BRANCH EMPLOYEES

R116-11 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR STEPHEN J AND EILEEN M CHECK AT PREMISE KNOWN AS 509 PATTEN AVENUE IN THE CITY OF LONG BRANCH

RESOLUTION 88-11

A RESOLUTION OPENING CITY BEACHES FOR THE 2011 SUMMER SEASON AND DESIGNATING CERTAIN BEACHES AS BATHING OR SURFING BEACHES.

WHEREAS, Chapter 116, SECTION 116-1A of the Revised General Ordinances of the City of Long Branch authorizes the City Council to set the time period when beaches shall be opened by resolution; and

WHEREAS, Chapter 116 SECTION 116-1B of the Revised General Ordinances of the City of Long Branch authorizes the City Council to designate by resolution certain beaches as protected beaches for bathing or surfing,

NOW THEREFORE BE IT RESOLVED that the following bathing beaches may be open on May 28,29,and 30, 2011; June 4 and 5, 2011; June 11 and 12, 2011; and from June 18, 2011 through September 5, 2011 daily from the hours of 10:00 a.m. to 5:00 p.m.:

1. Seaview Ave Beach
2. Great Lawn Beach
3. Madison Ave Beach
4. Laird Street Beach
5. Chelsea Ave Beach
6. Melrose Terrace Beach
7. Morris Avenue Beach
8. Pavilion Ave Beach
9. North Bath Avenue Beach
10. South Bath Ave
11. Matilda Terr. (Surfing only)
12. Cottage Place Beach
13. West End Beach
14. Brighton Ave Beach
15. New Court Beach

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. SCHEIDT, 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 April 18, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 13th DAY OF April, 2011
Kathy L. Scheidt
 MUNICIPAL CLERK

**RESOLUTION RESCINDING RESOLUTION #70-11
ADOPTED MARCH 22, 2011 AND CORRECTING SAME
WITH REGARDS TO THE TONNAGE GRANT APPLICATION**

WHEREAS, on March 22, 2011 the City Council of the City of Long Branch adopted a resolution for the 2009 Recycling Tonnage Grant and the resolution should have read 2010; and

WHEREAS, it would be the intent to rescind that resolution and adopt the following with respect to the tonnage grant application:

WHEREAS, the Mandatory Source Separation and Recycling Act., P.L. 1987, c.102 has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the 2010 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling to indicate the assent of City Council to the efforts undertaken by the municipality and the requirements contained in the Recycling act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is property completed and timely filed.

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

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

SO 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. SCHMEL, 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12th DAY OF April 2011
Kathy L. Schmel
MUNICIPAL CLERK, R.M. 

R# 90-11

**RESOLUTION APPOINTING
SPECIAL POLICE OFFICERS CLASS I FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Police Officers Class I for the City of Long Branch:

Brian Boryszewski
Travis A. Daidone
David C. Ebert II
Sean R. Haushildt
Kristen H. Hetem
George D. Kondrup
Patrick R. Leonard
Nicolas J. Logotletis
John J. Mania
Daniel A. Mellaci
Brian D. O'Keefe
Ben Springer
James Tiggs III
Bryan J. Verhoven
Milton Roman III

MOVED: Sirianni
SECONDED: Pallone

AYES: 4
NAYES: 0
ABSENT: 0
ABSTAIN: 1 - Celli

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEML, 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.O.



**CITY OF LONG BRANCH
POLICE DEPARTMENT
344 BROADWAY
LONG BRANCH, NJ 07740
(732) 222-1000**

**To: Kathy Schmelz
Date: March 29, 2011
Re: SLEO I Candidates**

We are currently in the process of hiring seasonal Special Law Enforcement Class I officers. As per Monmouth County Police Academy policy, all recruits must be approved by the governing body by means of a Council resolution. I am requesting the following individuals to be included in a Monmouth County Police Class I Academy resolution. The academy begins May 16, 2011.

**Brian Boryszewski
Travis A. Daidone
David C. Ebert II
Sean R. Haushildt
Kristen H. Hetem
George D. Kondrup
Patrick R. Leonard
Nicolas J. Logotletis
John J. Mania
Daniel A. Mellaci
Brian D. O'Keefe
Milton Roman III
Ben Springer
James Tiggs III
Bryan J. Verhoven**

Thank you for your anticipated cooperation. Please feel free to contact me at extension 5394 with any question or concern.

Kindest Regards,

Lt. Michael McGlennon #243

Lt. Michael McGlennon

R# 91-11

RESOLUTION AUTHORIZING AWARD OF PURCHASE FOR PROPRIETARY
ACCOUNTABILITY SYSTEM FOR THE POLICE DEPARTMENT

WHEREAS, the City of Long Branch Police Department presently has a computer accountability system in place in Police Headquarters; and

WHEREAS, this is a proprietary computer accountability system that is currently being used by the Police Department which will be expanded through negotiations with Deister Electronic as an exception for proprietary software under the Local Public Contracts Law N.J.S.A. 40A:11-5 (dd), and

WHEREAS, negotiations with Deister Electronic, have resulted in a proposed purchase order to expand the existing computer accountability system for the Police Department for a total not to exceed \$ 19,000.00, and approval is recommended by the Director of Public Safety and the Administrator in order to provide this upgrade and service to the Police Department; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Edward Byrne Memorial Assistance Grant G-11-029-401 - \$ 17,868.00 and Radio Equipment and Maintenance 1-01-062-331 - \$ 1,132.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that a contract be awarded as follows:

Deister Electronic, for the purchase of equipment for the computer accountability system as detailed in the attached proposal for an amount not to exceed \$ 19,000.00

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

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. SCHEELE, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON April 12, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 12th DAY OF APRIL 20 11
Kathy L. Scheele
 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:

COMPUTER ACCOUNTABILITY SYSTEM

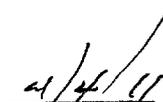
Said contract being made as follows:

DEISTER ELECTRONIC	\$ 19,000.00
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Said funds being available in the form of:

GRANT	
EDWARD BYRNE MEMORIAL ASSISTANCE GRANT	
APPRO # G-11-029-401	\$ 17,868.00
2011 BUDGET	
RADIO EQUIPMENT & MAINTENANCE	
APPRO# 1-01-062-331	\$ 1,132.00


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


Date

R# 92-11

**RESOLUTION AWARDING TWO YEAR CONTRACT
FOR ROAD MAINTENANCE MATERIALS**

WHEREAS, through a Fair and Open process (#B-2011-04), the City of Long Branch advertised to receive bids on March 23, 2011, for a two year contract for road maintenance materials , and the following bids were received, as detailed in the analysis attached:

The Walter R. Earle Corporation (Items 1 and 2 pick up only) (Items 3 through 8 No Bid)	\$ 355,500.00
Trap Rock Industries, Inc. (Items 3, 5,6,8 pick up / delivered) (Items 4, 7 No Bid)	\$ 34,500.00

WHEREAS, the bid documents were reviewed by the Purchasing Agent and the bid from the Walter R. Earle Corporation was found to be non-compliant with the terms and conditions set forth in the bid specifications. The specifications stated the City would only consider bids for Bituminous Hot Mix from vendors with a plant within 20 minutes drive over common roadway. The Walter R. Earle Corporation plant is located in Jackson, New Jersey which is an hour from the City. The bid from Trap Rock Industries Inc. was reviewed and found to be in order. The Public Works Director has recommended the bid be awarded to the low bidder on a line item basis; and

WHEREAS, the City will rebid for Bituminous Hot Mix from vendors that have facilities within the specified distance from the City as stated in the bid specifications; and

WHEREAS, these contracts are being awarded as open ended contracts, with Certification of Funds provided by issuance of a purchase order prior to each order for Materials, and are contingent upon availability of adequate funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a two year contract be awarded as follows:

Trap Rock Industries, Inc. for the following items
Item # 3 (Cold Patch) up to 200 tons at \$ 80.00 per ton pick up or \$ 87.70 per ton delivered
Item # 5 (Quarry Stone) up to 500 tons at \$ 8.00 per ton pick up or \$ 15.70 per ton delivered
Item # 6 (Clean Stone) up to 500 tons at \$ 13.00 per ton pick up or \$ 20.70 per ton delivered
Item # 8 (Crushed Concrete) up to 1,000 tons at \$ 8.00 per ton pick up or \$ 15.70 per ton delivered

In accordance with the bid specifications and proposal, and ordered on an as needed basis

Items #1,2, 4 and 7 Were Not Bid

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

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. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
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REGULAR MEETING HELD ON April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schemelz
MUNICIPAL CLERK, ETC.

R# 93-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE BY
"PARKWAY JOE AND THE TOKENS"**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Joseph J. Cieri Jr., to provide a musical performance by "Parkway Joe and the Tokens" on July 16, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with Joseph J. Cieri Jr., for said performance, and it is the recommendation of the Director of the Urban Coordinating Council that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Office of the Administrator, Special Events Appropriation # 1-01-012-801 in the amount of \$ 800.00

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract with John J. Cieri Jr., as follows:

Musical performance by "Parkway Joe and the Tokens" at the West End Car Show on July 16, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 800.00

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

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

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

OFFERED: 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY ON THE 12th DAY OF April, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.



Parkwayjoe and the tokens Classic Rock and Roll Review

Joseph j. Cieri Jr. 30 Rivington ave West Long Branch NJ 07764 732-263-1718

Contract

"City of Long Branch" Classic car show

Date: July 16th

Time and Location: 6pm till 8pm
West End Gazebo

Fee: \$800.00 Band to provide sound

Adam Schneider, MAYOR

DATE

Joseph j. Cieri Jr.

X Joseph j. Cieri Jr.

R# 94-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR WEST END CAR SHOW II**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Ronald Weinstein, to provide a musical performance by the "Kootz Bad" at the West End Car Show II on August 20, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with Ronald Weinstein, for said performance, and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Office of the Administrator, Appropriation 1-01-012-801, **in the amount of \$ 800.00**

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with Ronald Weinstein for a musical performance by the "Kootz Band at the West End Car Show II on August 20, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 800.00.

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

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

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

OFFERED: 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. 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREBY SENT MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 13th DAY OF April, 2011
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 MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT**

Said contract being made as follows:

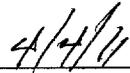
RONALD WEINSTEIN \$ 800.00

Said funds being available in the form of:

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



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



Date



ATTN; (Dept. / Booking faction) Purchasing Dept. / as per Barry Stein

RONALD WEINSTEIN, LONG BRANCH Vendor # WEI14 _____

"THE KOOTZ" band

Contract agreement inception; (03/15/2011) _____

This is an agreement for our mutual benefit regarding 'The Kootz' performance at:

Loc; West End Park/Gazebo _____ Date: Aug. 20th 2011 _____

Start time: 6:00 _____ End Time; 8:00 _____ Breaks /duration 1/ 10 min

- Agreed to rate of \$ 800.00 (paid in full at performance conclusion or as-per agreement);
with the check made out to "Ronald Weinstein" (S.S. # 138-50-3104), Vendor # WEI14

- Band set up about 2.5 hours to 1.5 hours prior to show-start.

- Band will provide PA-system and back-line (amps, guitars, keys, drums);
The facility will provide AC power sources.

-Band will be permitted to offer for sale:

Caps, T-shirts and CDs, etc. and face painting.

We will also give-away 'official' Kootz lollipops, pens & gum free of charge.

- Inclement weather will result in alternate site? (Y / N) _____

(If 'yes', specify location) _____

The Kootz (Ronald Weinstein);

The Kootz: _____ Date 3/15/11

(Booking Faction / Dept or other 'authorized personnel')

(Rep.) _____ Date _____

Adam Schneider, MAYOR

Please sign both and send one back to me at;

'The Kootz', c/o Ronald Weinstein, 257 Jerome Ave., Oakhurst, NJ 07755

Phone: 908-433-2173

Alt. phone: 973-226-1461

Web: www.thekootz.com

Fax: 973-226-1462

Email: ronwmusic@aol.com

Many thanks! We're looking forward to it!

My best,
Ron W!

R# 95-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR SUMMER CONCERT SERIES**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Ram Records, to provide a musical performance by the "Doughboys" at Pier Village on August 11, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with Ram Records, for said performance, and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Office of the Administrator, Appropriation 1-01-012-801, in the amount of \$ 1,500.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with Ram Records for a musical performance by the "Doughboys at Pier Village on August 11, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 1,500.00.

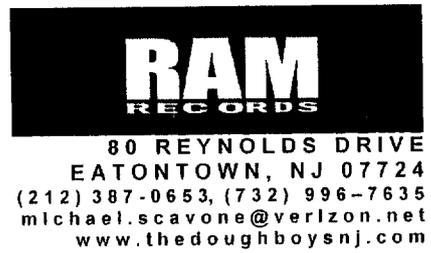
BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said contract.

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

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

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

OFFICE OF THE CLERK
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY N. SCHWABE, 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 April 12, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY, THIS 12th DAY OF APRIL, 2011
Kathy N. Schwabe
 MUNICIPAL CLERK, R.M.C.



PERFORMANCE CONTRACT

This agreement is between **The Doughboys** (Performers) and **The City of Long Branch** (Promoter). **The City of Long Branch** hereby hires **The Doughboys** to appear at **Pier Village**, One Chelsea Avenue, Long Branch, NJ on **Thursday, August 11th, 2011** between the hours of 7:00 PM and 8:30 PM. **The Doughboys** will perform one set.

The City of Long Branch guarantees that **The Doughboys** will receive a performance fee of **\$1500**.

The City of Long Branch will provide a dressing room ("green room") for the four **Doughboys** in advance of show.

The City of Long Branch has indicated that load-in is After 3pm on the date of the performance. **The City of Long Branch** will kindly provide **The Doughboys** with more detailed instructions as to when load-in, set-up and soundcheck will occur at least two weeks prior to the date of the performance.

The Doughboys will provide a P.A. System and a soundman for the performance.

The City of Long Branch will provide or arrange for a table or suitable space for merchandise to be sold.

Note: no video or audio taping is allowed without prior permission from **The Doughboys**. Permission must be secured in writing from **The Doughboys**.

All pertinent information and an executed copy of this Agreement should be sent to: Michael Scavone, 80 Reynolds Drive, Eatontown, NJ 07724, (732) 996-7635, Michael.scavone@verizon.net.

Please make all checks payable to "RAM RECORDS."

AGREED TO:
The City of Long Branch

By: Adam Schneider, Mayor
Date: _____

The Doughboys
By: [Signature]
Michael Scavone
Date: _____

R# 96-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR SUMMER CONCERT SERIES**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Marc Muller Music, LLC, to provide a musical performance by the "Marc Muller Band at Pier Village on July 28, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with Marc Muller Music, LLC for said performance, and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Office of the Administrator, Appropriation 1-01-012-801, in the amount of \$ 2,500.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with Marc Muller Music, LLC for a musical performance by the Marc Muller Band at Pier Village on July 28, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 2,500.00

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

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

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

OFFERED: 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. 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 13th DAY OF APRIL 2011
Kathy L. Schemelz
MUNICIPAL CLERK, E.T.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:

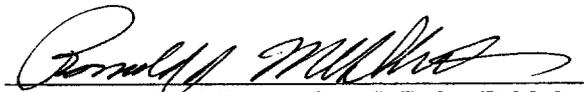
**CONTRACT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT**

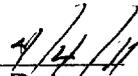
Said contract being made as follows:

MARC MULLER MUSIC, LLC \$ 2,500.00

Said funds being available in the form of:

**2011 BUDGET
OFFICE OF ADMINISTRATOR
MISC. OTHER EXPENSE
SPECIAL EVENTS
APPRO. # 1-01-012-801 \$ 2,500.00**


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


Date

Marc Muller Music, LLC Invoice

Date: Thursday 7/28/11, 7 – 8:30 pm.

Client: City Of Long Branch NJ, City Hall (att. Barry Stein)

Event/Work Performed: Marc Muller Band to perform (1) 90 min set of music for Long Branch Thursday evening Summer Concert series at Pier Village. Band to provide sound system.

Amount Due: \$2,500.00

Please Remit to:

Marc Muller Music, LLC
418 Morrissey Rd
Neptune NJ 07753
732-361 3468
marc@marcmuller.com
www.marcmuller.com

Thanks!
MM



(Marc Muller)

(Client)

Adam Schneider
MAYOR

(Date)

R# 97-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR SUMMER CONCERT SERIES**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with After the Reign, to provide a musical performance by the "After the Reign Band LLC" at Pier Village on July 21, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with After the Reign, for said performance, and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Office of the Administrator, Appropriation 1-01-012-801, **in the amount of \$ 1,000.00**

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with After the Reign for a musical performance by the After the Reign Band at Pier Village on July 21, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 1,000.00.

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

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

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April 2011
Kathy L. Schmeltz
Municipal Clerk, City of Long Branch

**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:

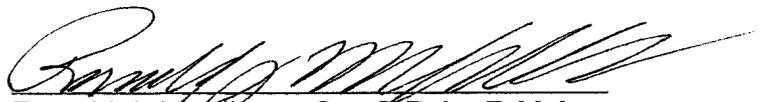
**CONTRACT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT**

Said contract being made as follows:

AFTER THE REIGN BAND LLC \$ 1,000.00

Said funds being available in the form of:

**2011 BUDGET
OFFICE OF ADMINISTRATOR
MISC. OTHER EXPENSE
SPECIAL EVENTS
APPRO. # 1-01-012-801 \$ 1,000.00**


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

4/4/11
Date

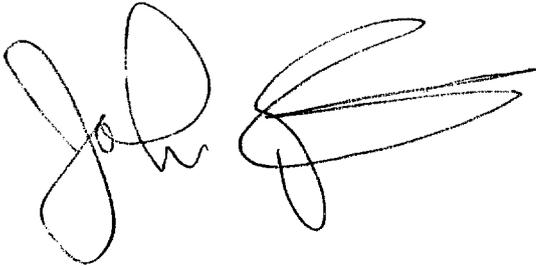
After The Reign

NJ's #1 Country band

732 598 0424

Will Perform for the City Of Long Branch at Pier Village on July 21 2011 for the sum of \$1000.00

Make check payable to After The Reign Band LLC

A handwritten signature in black ink, appearing to read 'Adam Schneider', with a stylized flourish extending to the right.

Adam Schneider, MAYOR

DATE

R# 98-11

**RESOLUTION APPROVING
LIQUOR LICENSE RENEWAL FOR THE
2011/2012 LICENSING TERM FOR LB LICENSE INC.**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the below listed liquor license renewal for the 2011/2012 licensing term:

LB License Inc. / Seasonal License / Pocket States
State license # 1325-34-029-012

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. SCHNEELZ, 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND APPLIED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 12th DAY OF April, 2011
Kathy L. Schneelz
MUNICIPAL CLERK, R.M.C.

LB LICENSE INC

OWNERS:

Michael Barry
David Barry
Anthony Diaco
Anthony Diaco, Jr.
Nicholas Diaco
Zachery Diaco, Jr.

STATE LICENSE #:
STATUS:

1325-34-029-010
Inactive

R# 99-11

**RESOLUTION REAPPOINTING LINDA HURDEN
AS DEPUTY REGISTRAR OF VITAL STATISTICS**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Linda Hurden as the Deputy Registrar of Vital Statistics of the City of Long Branch for a term to have commenced on January 1, 2011 and expire on December 31, 2013.

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. SCHEMZ, 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 *April 9, 2011*
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *12th* DAY OF *April* 20*11*
Kathy L. Schmez
MUNICIPAL CLERK, R.M.C.

R# 100-11

**A RESOLUTION RENEWING THE LIQUOR LICENSE
OF MACHTOOB, LLC FOR THE 2010-2011 LICENSE TERM
STATE LICENSE #1325-33-073-012**

WHEREAS, the proper fees have been paid to the State of New Jersey and the City of Long Branch; and

WHEREAS, the City Council of the City of Long Branch is in receipt of a copy of the Special Ruling from the Office of the Attorney General, Department of Law and Public Safety, Division of Alcoholic Beverage Control authorizing the filing of an application for a "new" license for 2010-2011 license term pursuant to N.J.S.A. 33:1-12.18; and

WHEREAS, the licensee as a condition of approval was required to advertise in accordance with N.J.A.C. 13:2-2.5 as well as submit a full 12-page application; and

WHEREAS, the licensee has complied with the aforementioned requirement.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, that the liquor license of Machtoob, LLC t/a the Boardwalk Café be renewed for the 2010-2011 license term.

MOVED:

Siriani

SECONDED:

Pallone

AYES:

5

NAYES:

0

ABSENT:

0

ABSTAIN:

0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON *April 12, 2011*

IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *13th* DAY OF *April*, 20 *11*

Kathy L. Schemelz
MUNICIPAL CLERK, CITY OF LONG BRANCH

BOARDWALK CAFE
MACHTOOB LLC

310 OCEAN AVENUE

OWNER:

PRAVEEN SHARMA

STATE LICENSE #:

1325-33-073-011

TRANSFERRED:

JULY 27, 1999

STATUS:

INACTIVE

PHONE #:

R# 101-11

**RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
TAX COURT OF NEW JERSEY JUDGMENT**

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain properties for the years 2008, 2009 and 2010, and,

WHEREAS, the taxes on the certain properties for the 2008, 2009 and 2010 tax years are overpaid and,

BE IT RESOLVED, that the City of Long Branch refund to the taxpayer(s) shown below the amount of the tax overpaid and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown below in the total amount of \$44,975.38.

BLOCK	LOT	NAME	YEAR	AMOUNT
218	2	City of Long Branch	2009	11,543.90
239	13	City of Long Branch	2008	1,431.95
239	13	City of Long Branch	2009	1,483.31
242	21	City of Long Branch	2008	2,844.00
242	21	City of Long Branch	2009	2,946.00
242	21	City of Long Branch	2010	2,862.43
242	22	City of Long Branch	2008	5,686.58
242	22	City of Long Branch	2009	6,627.03
242	22	City of Long Branch	2010	9,550.18

(REFUND FOR 2008, 2009 AND 2010 TO BE APPLIED TO FUTURE TAXES PER JUDGMENT)

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEDEL, 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 April 12, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schedel
 MUNICIPAL CLERK, R.M. 25

R# 102-11

RESOLUTION AMENDING
RESOLUTION R54-11
ADOPTED FEBRUARY 22, 2011

**RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
TAX COURT OF NEW JERSEY JUDGMENT**

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the years indicated and,

WHEREAS, the taxes on the certain property for the years indicated are overpaid and,

BE IT RESOLVED, that the City of Long Branch refund to the taxpayer(s) shown on the attached sheet the amount of the tax overpaid and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) shown on the attached sheet charging taxes for the years indicated in the amount of \$33,201.32.

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. 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

BLOCK	LOT	OWNER	YEAR	AMOUNT
16	3	Michael I. Schneck, Trustee for Belle Mer REC Inc c/o Cohen 301 South Livingston Ave, Suite 105 Livingston, NJ 07039	2009	7,365.00
19	7	Vivian L. Marshall 1160 Elberon Avenue Long Branch, NJ 07740	2009	5,288.07
301	7	Michael I. Schneck, Trustee for T D B Assoc. Prtn. 301 South Livingston Ave, Suite 105 Livingston, NJ 07039	2007 2008 2009	6,524.87 6,888.17 7,135.21

R# 103-11

**RESOLUTION APPOINTING CARL JENNINGS TO THE LONG BRANCH HOUSING
AUTHORITY**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Carl Jennings to the Long Branch Housing Authority for a term to commence on May 10, 2011 and to expire on May 10, 2016.

MOVED: Sirianni
SECONDED: Pallone

AYES: 5
NAYS: 0
ABSENT: 0
ASBSTAIN: 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

R# 105-11

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT
WITH LOCAL 1038 (WHITE COLLAR)**

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch and Local 1038 (White Collar) for the period January 1, 2009 through December 31, 2011.

MOVED: *Sirianni*
SECONDED: *Pallone*

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

BY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, 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 April 12, 2011
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 12th DAY OF April 2011
Kathy L. Schele
MUNICIPAL CLERK, R.M.C.

AGREEMENT

Between the

CITY OF LONG BRANCH

And

LOCAL 1038

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

JANUARY 1, 2009 TO DECEMBER 31, 2011

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ARTICLE I
RECOGNITION

- A. The employer hereby recognizes the union as the sole and exclusive collective bargaining representative for all full-time and part-time white-collar employees working more than twenty hours per week and excluding all other employees, including guards, supervisors, managerial executives, confidential employees and all other employees excluded under the Act.
- B. Whenever used herein, the terms “employee” or “employees” shall refer to employees in the negotiations unit noted above.
- C. In the event the City commences use of a new title properly falling within the white-collar bargaining unit, the parties will meet to discuss the appropriate salary level for said position. Any dispute as to the placement of a newly incorporated title in the bargaining unit will be submitted to NJ PERC for clarification. The titles below, including the associated Senior and Principal variations, are currently within the bargaining unit:

Clerks and Clerk Typists
Registrar of Vital Statistics
Deputy Registrar of Vital Statistics
Bookkeeping Machine Operator
Student Assistant
Health Aide
Health Aide Supervisor
Animal Control Officer
Deputy Court Administrator
Violations Clerk
Assistant Violations Clerk
Police Records Clerk
Code Enforcement Officer
Receptionist/Telephone Operator
Public Works Investigator
Public Health Investigator
Administrative Secretary – Public Works
Administrative Secretary – Health & Welfare
Account Clerk
Recreation Leader Senior Citizens
Recreation Program Coordinator
Communications Operator
Purchasing Assistant
Payroll Clerk
Assessing Aide
Data Processing Technician
Housing Assistance Technician
Assessing Aide

ARTICLE II

UNION SECURITY

- A. It is agreed that at the time of hire, new employees who fall within the negotiations unit, will be informed of the union's representation status and that they may join the union thirty-one (31) days thereafter, or pay to the union a Fair Share/Agency Fee in lieu thereof.
- B. The employer agrees to deduct from the wages of employees who submit Dues Authorization Cards, the dues uniformly required by the union pursuant to the provisions of N.J.S.A. 52:14-15.9E. The union shall notify the employer in writing of the amount of membership dues and/or fee.
- C. If an employee does not become a member of the union after thirty-one days employment, and during any period of time when this agreement is in effect, said employee will be assessed a Fair Share/Agency Fee equal to eighty-five percent (85%) of the regular dues amount payable by union members. Such deductions shall be handled in the same manner as normal dues deductions.
- D. All Dues and Fees deducted by the employer shall be forwarded on a monthly basis, along with a list of employees for whom such deductions were made, to the union office. Such transmittal shall be by check by the fifteenth (15th) day of the proceeding month.
- E. Any change in the amount of said dues or fees shall be communicated to the employer by the union at least thirty (30) calendar days in advance.
- F. No deduction will be made for any pay period in which there is insufficient pay available to cover the same after all other deductions required by law have been made.
- G. On or about the last day of each month, the employer will submit to the union a list of employees who began their employment during that month. The list will include name, title and hire date.
- H. The union agrees to indemnify, defend and save the city harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the city in reliance upon the salary deduction authorization cards submitted by the union to the city.
- I. The union agrees to establish and maintain a procedure by which a non-member employee may challenge the Agency Fee assessment in accordance with all applicable law. In the event a challenge is filed, the challenging employee's deductions shall be held in escrow by the city pending the resolution of said challenge.

ARTICLE III

UNION REPRESENTATION

- A. Designated representatives of the union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. The union shall notify the Administrator or appropriate supervisor of its desire to enter upon the premises and such permission shall not be unreasonably withheld, provided there shall be no interference with the normal operations of the City.
- B. Shop Stewards shall be allowed a reasonable amount of time to process and investigate grievances. Stewards found abusing this privilege may be subject to disciplinary action.
- C. Whenever an employee is required to attend an investigatory interview, which may result in disciplinary action in excess of an oral reprimand, the employee shall be entitled to have a union representative present.
- D. Whenever an employee is issued written notification of disciplinary action, a copy thereof will be forwarded to the union office.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. A grievance is a complaint that there has been an improper application, interpretation or violation of this agreement. The purpose of this procedure is to secure a resolution of grievances at the lowest possible level.
- B. To be considered under this procedure, a grievance must be initiated within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. Matters, which fall within the jurisdiction of the N.J. Department of Personnel, the Merit System Board or the Public Employment Relations Commission, shall not be subject to this procedure.
- C. Failure by the City to adhere to the time limits specified herein shall permit the union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision. The time limits at any step may be extended by mutual agreement of the parties.

Step One:

The grievance shall be taken up orally between the employee, the shop steward, and the supervisor in an effort to settle the matter informally.

Step Two:

If no settlement is reached at Step One, the grievance shall be reduced to writing and presented to the appropriate supervisor within ten (10) calendar days. The supervisor shall, within five (5) working days thereafter provide a written answer to the grievance.

Step Three:

If the grievance remains unsettled on the basis of the supervisor's answer at Step Two, the Union may forward the written grievance to the Administrator within ten (10) calendar days. Within ten (10) working days thereafter, a meeting will be arranged between the Administrator and the Union to discuss the grievance. A written decision by the Administrator shall be rendered within ten (10) working days of said meeting.

Step Four:

In the event the grievance is not satisfactorily settled at Step Three, the Union may, within thirty (30) calendar days, submit the matter to arbitration pursuant to the rules and regulations of the N.J. PERC.

The Arbitrator shall have full power to resolve the dispute and his decision shall be final and binding on both parties.

The Arbitrator shall set forth his findings of fact and reasons for making the award. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this agreement. Only one issue or grievance may be submitted to an arbitrator unless the parties agree otherwise. Attendance at arbitration hearings shall be limited to the parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

The costs of the Arbitrator shall be borne equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE V

SENIORITY

- A. The first ninety (90) calendar days of employment shall be considered a probationary period. Upon completion of said period an employee shall have seniority status from the date of hire.
- B. Probationary employees may be disciplined and/or discharged by the City for any reason whatsoever, and shall have no recourse to the grievance procedure under this agreement.
- C. The City shall establish and maintain a seniority list of bargaining unit employees. Such list will be provided to the Union on an annual basis and updated whenever changes occur thereto.
- D. In the event of layoff or promotion Civil Service regulations shall govern.

ARTICLE VI

PROMOTIONS & VACANCIES

- A. Whenever a newly created job or vacancy in an existing position occurs, and the City decides to fill such position, notice of such shall be posted on all bulletin boards for a period of five (5) working days. Such notice shall contain a description of the job and the rate of pay. Employees wishing to bid for such openings shall sign their name to the notice.

- B. Following the posting period, the employer may award the job to the most senior qualified bidder. Final determination as to which employee will be awarded the posted job will be made by the employer. Employees will be considered on the basis of seniority and ability to perform the work required. Vacancies shall be filled in accordance with applicable Civil Service rules and regulations.

ARTICLE VII

HOURS OF WORK & OVERTIME

- A. The normal workweek for clerical employees shall be forty (40) hours, consisting of eight hours per day, Monday through Friday. There shall be a one-hour paid lunch period.
- B. The normal workweek for Communication Operators shall be forty (40) hours, consisting of eight hours per day. There shall be a one-hour paid lunch period. In the event work requirements prevent an Operator from taking their meal period away from the work area, the employee will receive one hour of Compensatory Time in lieu thereof. Overtime slots will be posted prior to temporary employees being assigned.
- C. All hours worked in excess of eight (8) per day or forty (40) per week, shall be compensated at the overtime rate of one and one-half (1 ½) the employee's regular hourly rate. For purposes of calculating overtime, all earned time hours, including the one-hour paid lunch period, shall be considered as hours worked.
- D. Communication Operators fifteen (15) minute pre-shift reporting time is incorporated into, and compensated under, the current schedule in effect.
- E. Compensatory time may, at the employee's option, be taken in lieu of overtime pay to an accumulated maximum of forty (40) total hours. Compensatory time is calculated at the overtime rate of time and one-half.
- F. All hours worked on Saturday shall be paid at one and one-half (1 ½) the regular hourly rate. All hours worked on Sunday shall be paid at double (2X) the regular hourly rate.
- G. In the event an employee is called to back work after the conclusion of their shift, or at a time other than contiguous to their normal work day, the employee will be entitled to a minimum of two hours pay at time and one-half.
- H. Court Clerks will be on call for a period of one week duration on a rotating basis. They will receive a weekly stipend for being on-call based on the following schedule:

2009	=	\$180.00 per week
2020	=	\$180.00 per week
2011	=	\$180.00 per week

The foregoing rates are compensation for up to ten hours of actual service per week. All hours actually worked in excess of ten per week shall be paid at the rate of time and one-half, unless such hours occur on a Sunday, in which event all hours shall be paid at the double time rate.

ARTICLE VIII

PART TIME EMPLOYEES

- A. Part time employees will be entitled to pro-rated fringe benefits including Holiday and other paid leave time.

- B. Part time employees working at least twenty-eight (28) hours per week are eligible for health insurance benefits on a pro rated basis. In such event, the employee will be required to pay the difference in the cost of premium for any coverage desired by the employee.

ARTICLE IX

HOLIDAYS

A. The following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve (1/2 day if it falls on a weekday)
Independence Day	Christmas Day
Labor Day	

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

- B. Holidays will be celebrated on the day designated for observation by the City schedule. Holidays falling on Saturday and/or Sunday shall be celebrated on the preceding Friday or proceeding Monday.
- C. All hours worked on a holiday will be paid at the premium rate of time and one-half. If the holiday work is performed on a Sunday the premium rate will be double time. Any premium pay for holiday work will be for work on the observance day only. Animal Control employees will be paid double time for working on a holiday.
- D. If a holiday falls within the vacation period of an employee, the employee will receive the holiday pay or an additional day of vacation at the employee's option.
- E. Communication Operators will be compensated for the above recognized Holidays with a lump sum payment, payable in one check, on or before November 30th of each calendar year.

ARTICLE X

VACATION & PERSONAL LEAVE

- A. All employees shall be entitled to paid vacation leave, if earned, each calendar year of employment in accordance with the following schedule:
- | | |
|--|-----------------------------|
| In the first calendar year of service: | One day for each full month |
| One through Three years: | Twelve (12) days |
| Four through Twelve years: | Fifteen (15) days |
| Thirteen through Eighteen years: | Twenty (20) days |
| Nineteen or more years: | Twenty-Five (25) days |
- B. Vacation leave must be taken during the current calendar year unless extended by the department head. Any unused vacation may be carried forward into the next succeeding calendar year only.
- C. The annual entitlement of vacation shall be credited as of January 1st of each year. In the event an employee severs employment with the city after using more vacation time than that which would have been accrued on a pro-rata basis in any calendar year, the City shall deduct the value of the unearned days used from the employee's final paycheck.
- D. In special circumstances where an employee is unable to take accrued vacation within two calendar years due to urgent needs of the City, as determined by the Administrator, vacation carryover may be extended accordingly.
- E. When requested, an employee may receive vacation pay on the last working day before the employee's vacation period begins.
- F. At the time of separation from employment, an employee will be entitled to be paid for any accrued and unused vacation on a pro-rated basis. In the event of the death of the employee, such entitlement shall be paid to the estate.
- G. Employees shall be granted three (3) Personal Days annually. Except in the case of an emergency, forty-eight hours notice will be needed for use of Personal Days.
- H. All employees of the bargaining unit may use Vacation and Personal Days in one-half day increments.
- I. Personal days are not accumulative from year to year. New hires will receive Personal time on a pro rated basis in the first calendar year of employment.

ARTICLE XI

SICK LEAVE & DISABILITY

- A. Within the first calendar year of service, an employee shall earn one (1) day of paid sick leave for each month of service.
- B. After the first calendar year of service, each employee shall receive fifteen (15) days of sick leave for each year of service thereafter.
- C. After ten (10) years of continuous employment, each employee shall receive twenty (20) days of sick leave for each year of employment thereafter. Employees hired after 8-1-03 shall not be entitled to the above twenty-day provision.
- D. Unused sick leave shall accumulate to the employee's credit from year to year.
- E. When an employee (hired before 8-1-03) retires with a minimum of ten years of service, such employee shall be entitled to reimbursement for fifty percent (50%) of his unused accumulated sick leave, at the employee's then current rate of pay, up to a maximum reimbursement of \$15,000 in total. The retiring employee shall, if possible, notify the City of the intention to retire by November 1st of the preceding year. In the event of an employee's death, such entitlement shall be made to the employee's estate. Employees hired after 8-1-03 are not entitled to reimbursement for unused Sick Leave.
- F. Sick leave may be used only in one-half day or more increments.
- G. The appointing authority may require proof of illness whenever such requirement appears reasonable. In cases of chronic or recurring illness, only one physician certificate will be required for each period of six months. Abuse of sick leave may be cause for disciplinary action.
- H. The City shall continue to enroll its employees in the State Disability Plan.
- I. The City will adhere to the provisions of the Federal and State Family Medical Leave Acts pertaining to maternity and other applicable leaves.
- J. Any employee disabled due to occupational injury or disease may, on recommendation of the City and approval of the NJ Department of Personnel, be granted a leave of absence with full or reduced pay. Payments made for disability shall be reduced by the amount of worker's compensation awarded. Such leave shall not be granted beyond one year from the date of injury.

ARTICLE XII

MILITARY, BEREAVMENT & JURY DUTY LEAVE

- A. Any employee who is a member of the National Guard, Naval Militia or a reserve component of any of the armed forces of the United States and is required to engage in field training, or other active duty, shall be granted military leave of absence for the period of such duty. Seniority and insurance benefits shall be continued in full force during such leave. The City will pay the employee the difference between his service pay and his regular straight time pay for the scheduled working time lost.
- B. Any employee enlisting in or being drafted into military service shall maintain seniority rights during such period of military service. Upon honorable discharge from service, and upon application within ninety days thereof, such veteran shall be reinstated to the former position held or to a position of equal status.
- C. Each employee shall be entitled to a maximum of five (5) days bereavement leave without loss of pay, for the death of a member of the employee's immediate family. The immediate family is defined as: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, sister, brother, sister-in-law, brother-in-law, grandparent, grandchildren or any relative residing in the employee's household. Employees will be granted one (1) day leave without loss of pay to attend the funeral of an aunt, uncle, niece, nephew, or first cousin.
- D. Employees hired after 8-1-03 shall be entitled to three (3) days of bereavement leave without loss of pay, for the death of a member of the employee's immediate family. The immediate family is defined as: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, sister, brother, sister-in-law, brother-in-law, grandparent, grandchildren or any relative residing in the employee's household. Employees hired after 8-1-03 will not be entitled to paid bereavement leave to attend the funeral of an aunt, uncle or first cousin; but may use earned time to do so.
- E. Jury Duty leave shall be granted to any employee summoned to jury duty or as a witness in behalf of the City. Eligible employees shall receive full pay less any court compensation received during the leave period. Prior notice and proof of jury service must be presented prior to payment being made.

ARTICLE XIII

HEALTH INSURANCE & PENSION

- A. The employer will continue to provide health benefits for employees and their dependents in accordance with the following:
1. Effective 1-1-04 a PPO Plan will be implemented. Employees currently in the Indemnity Plan may opt into the PPO Plan at no cost. Employee's that elect to stay in the Traditional Indemnity Plan will pay \$100.00 per month effective 1-1-04; and \$200.00 per month effective 1-1-05.
 2. Employees hired prior January 1, 2009 who were enrolled to the POS Plan may opt to take the PPO Plan at no cost.
 3. Employees hired after January 1, 2009 will receive fully paid coverage under the POS Plan. Such employees may select the PPO Plan provided they pay the difference in premium cost, if any, between the selected plan and the POS rate.
 4. Prescription drug co-pays under the POS Plan shall be \$10 for generic drugs, \$20 for brand name drugs, and \$35 non-preferred (formulary). Office co-pays under the POS Plan shall be \$5.00. The PPO Plan has no prescription drug plan per se, but employees enrolled in this Plan shall pay 20 of the cost of drugs up front, and submit the remaining 80% cost of the drug to Major Medical for reimbursement. Office co-pays under the PPO Plan shall be \$10.00.
- B. The employer will have the right to change insurance carriers or plans provided that substantially similar or better benefits are provided.
- C. The employer has the right to increase the payout amount for employees who opt out of City sponsored health coverage.
- D. A labor/management committee will be established to explore alternate health insurance options. Said committee shall have full access to all necessary information and shall be provided reasonable time during normal working hours.
- E. The employer will continue to enroll all employees in N.J. PERS pension system and make any contributions required to maintain the employee's status in the Plan.

The City will continue to provide a Dental Plan for employees and dependents at least equivalent in coverage levels and deductible costs as is currently in place.

ARTICLE XIV

MISCELLANEOUS

- A. It is agreed that the City and the Union will continue their practice of not discriminating against any employee on the basis of race, color, creed, religion, nationality, sex or sexual orientation. In addition, no employee shall be discriminated against because of activity or inactivity with respect to union affairs.
- B. No employee shall make or be requested to make any agreement, or enter into any understanding, inconsistent with the terms of this agreement.
- C. The employer shall provide reasonable bulletin board space for the posting of union notices.
- D. Employees shall have the right to review their personnel files and to have any discrepancies removed or corrected. In the event of a disagreement as to an item contained therein, the employee has the right to place in the file a statement concerning said item.
- E. If an employee is required to attend training courses related to their position with the City, and such course has been approved by the Administrator, said employee shall be entitled to time off to attend, without loss of pay if during normal working hours, plus reimbursement for travel at the rate of .30 cents per mile.
- F. Any benefit that the employees are enjoying now, which is set forth in the City Ordinance but not mentioned in this agreement, shall remain in full force.
- G. Notice of all title changes, promotions, changes in rate of pay, other than annual increases per contract, transfers or reclassifications shall be given in writing to the shop steward and the union office.
- H. Employees utilizing FMLA or FLA leave time for maternity reasons may, at the City's sole discretion, be required to exhaust accumulated sick leave and vacation leave in accordance with the law. However, such employees will be allowed to maintain up to ten (10) days of sick leave for use after return from maternity leave.
- I. When the City decides to dismiss employees after a half day worked, court and police records employees will be dismissed at 11:30 A.M., as opposed to 12:00 P.M. for City employees whose shift begins later than court and police record employees.

ARTICLE XV

SEPARATION & SEVERANCE

- A. Employees who resign will tender their resignation in writing, if possible, at least two weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and training a successor.

- B. Upon leaving the service of the city, an employee who resigns in good standing will be entitled to payment for any earned and unused vacation and personal time.

ARTICLE XVI

SEPARABILITY & SAVINGS

- A. If any provision of this agreement or any application of this agreement to any employee, or group of employees, is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In such an event, the parties shall meet to negotiate new language to replace the clause(s) deemed invalid.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated this agreement.

ARTICLE XVIII

LONGEVITY

- A. In addition to the employee's base salary, employees shall receive a longevity bonus in accordance with the following schedule. Such bonus shall be incorporated into the employee's base salary for pension and overtime calculations.

After five (5) years of service	\$ 500.00
After ten (10) years of service.....	\$ 1000.00
After fifteen (15) years of service	\$1500.00
After twenty (20) years of service	\$2000.00
After twenty-five (25) years of service	\$2500.00
After thirty (30) years of service	\$3000.00

ARTICLE XIX

COMMUNICATIONS OPERATORS MISCELLANEOUS

- A. Communications Operators shall receive a uniform allowance of \$300.00 for each year of this agreement and a clothing maintenance allowance of \$100.00 for each year of the agreement. These allowances shall be paid by separate check on or about April 1st of each year.

- B. The City will reopen negotiations with Local 1038 concerning Communication Operators in the event Local 1038 members assume dispatch functions presently being handled by the Monmouth County 911 center.

- C. Communication Operators assigned to the training of new employees will receive one additional Vacation Day for each such employee trained. This will apply to a regular training regimen spanning several weeks and not to incidental occasions of training.

- D. Overtime assignments for Communication Operators will be handled as follows:
 - Unanticipated Shortage Requiring Overtime (i.e. sick out):
 - 1. Existing shift offered overtime
 - 2. Following shift offered overtime
 - 3. Off Duty Dispatcher called in order of seniority
 - 4. Patrolman hired

 - Anticipated Overtime (i.e. holidays):
 - 1. Patrol Commander posts available slots
 - 2. Slots filled on basis of seniority

ARTICLE XX

SALARY

- A. Employees shall be paid pursuant to the salary guides attached to this Agreement as Schedule A. New employees may be placed on the guide above Step One provided they are not placed at a step higher than a more senior employee in the same title.
- B. Effective January 1, 2009, the salary guides will be improved by 3%.
Effective January 1, 2010, the salary guides will be improved by 3%.
Effective January 1, 2011, the salary guides will be improved by 2%.
- C. Step One of the salary guide will be deleted effective January 1, 2007. Step Two of the guide will be deleted January 1, 2008. Step progression shall occur each January 1st.
- D. New employees may be placed on the guide above Step one provided they are not placed at a step higher than a more senior employee in the same title.
- E. In each year of the contract, each employee will be credited with sixteen (16) hours of Comp Time. Such time may be used in accordance with the normal procedure for the use of Comp Time, or may be cashed in during the month of December and payable at the employee's current rate of pay. Such hours may not be carried forward into succeeding calendar years with prior authorization by the City. This provision of the contract will "sunset" effective December 31, 2011, and will no longer be provided to employees in 2012 or thereafter unless the parties specifically reach a subsequent agreement to provide the benefit in 2012 or thereafter.

DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2009 and shall continue in full force and effect through December 31, 2011.

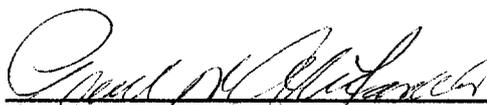
This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing no sooner than one hundred twenty (120) days prior to the expiration date to change or modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

CITY OF LONG BRANCH

LOCAL 1038 CWA

Mayor Adam Schnieder

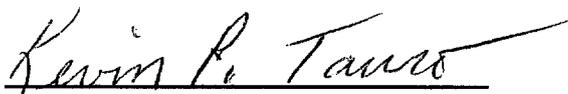


Paul Alexander, President

ATTEST:

ATTEST:

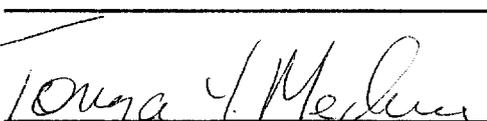
City Clerk Kathy Schmelz



Kevin Tauro, Vice President, Local Government, Monmouth County

ATTEST:

ATTEST:



TOPYA I. MEDINA Shop Steward


Tina M. Brown Shop Steward

R# 106-11

**RESOLUTION AUTHORIZING INTERLOCAL SERVICE AGREEMENT
BETWEEN THE LONG BRANCH HOUSING AUTHORITY
AND THE CITY OF LONG BRANCH**

WHEREAS, the Long Branch Housing Authority wishes to enter into an agreement with the City of Long Branch for Special Police Services; and

WHEREAS, the purpose of this agreement is for the City of Long Branch to assign three (3) Long Branch Police Department Officers to serve as liaisons to the Long Branch Housing Authority owned/operated/ managed development sites and or surrounding sites. The schedule for such services shall be subject to the reasonable discretion of the City's Director of Public Safety. Additionally, the identities of the Police Officers to provide the services hereunder shall be subject to the reasonable review/discretion of the City as well; and

WHEREAS, the Long Branch Housing Authority agrees to pay the amount of \$350,000.00 for the assignment of three (3) Police Officers; and

WHEREAS, the within agreement shall be retroactively effective as of July 1, 2010, and, unless otherwise cancelled as provided herein, shall terminate on June 30, 2011. The within Agreement can be renewed for one year, beginning July 1, 2011.

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, 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.E.

INTER-LOCAL SERVICE AGREEMENT

LONG BRANCH HOUSING AUTHORITY, a duly organized Housing Authority, with principal offices located at P.O. Box 337, Long Branch, New Jersey 07740 (hereinafter referred to as the "Housing Authority" or "LBHA").

and

CITY OF LONG BRANCH, a Municipal Corporation of the State of New Jersey, with principle office located at 344 Broadway, Long Branch, NJ 07740 (hereinafter referred to as the "City").

1. PURPOSE OF AGREEMENT

The purpose of the within Agreement is for the City of Long Branch to assign 3 Long Branch Police Department Officers to serve as liaisons to Long Branch Housing Authority owned/operated/managed development sites (and/or surrounding sites). The schedule for such services shall be subject to the reasonable discretion of the City's Director of Public Safety. Additionally, the identities of the police officers to provide the services hereunder shall be subject to the reasonable review/discretion of the City as well.

2. TIME-FRAME

The within Agreement shall be retroactively effective as of July 1, 2010, and, unless otherwise cancelled as provided herein, shall terminate on June 30, 2011. The within Agreement can be renewed for one year, beginning July 1, 2011.

3. PAYMENT

The Housing Authority shall pay the City for the police services referenced herein. The annual payment associated with the said services shall be no more than \$350,000.00 (THREE HUNDRED FIFTY THOUSAND DOLLARS), within a given year, payable in the manner determined by the LBHA.

4. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated herein at length:

- a. The prevailing Long Branch Housing Authority Resolution, including Resolution # _____);

5. **DUTY TO REPORT**

The City (through its Police Department) shall continue to provide weekly reports and monthly reports when needed detailing the general nature/extent of police calls/services involving the Long Branch Housing Authority development sites which stem from activity or from periodic monitoring of the CCTV system.

6. **HOLD HARMLESS**

The City shall release, defend, indemnify, and hold the Long Branch Housing Authority (and its agents, representatives, and employees) harmless from and against any and all liabilities/losses/damages/injuries the Long Branch Housing Authority (and its agents, representatives, and employees) may suffer as a result of the City's actions/inactions associated with the within Contract, and the services associated therewith.

7. **INSURANCE**

The City represents that it has appropriate insurance to undertake the Agreement, and obligations referenced herein. Additionally, the City shall name the Long Branch Housing Authority (and its agents, representatives, and employees) as an additional insured. (Proof of same shall be submitted to the Long Branch Housing Authority Executive Director and Attorney prior to the commencement of services.)

8. **TERMINATION**

Because the within arrangement is contingent on HUD funding, the Long Branch Housing Authority may terminate the within Agreement, with cause or without cause, upon 10 days written notice.

In the event the within Arrangement/Agreement is terminated for any reason whatsoever, then, in that event, the following shall apply:

- The parties shall have no further liability to the other;
- Upon the Long Branch Housing Authority (or its agent or representative) providing notice of intent to terminate the within Agreement, the Long Branch Housing Authority shall have no further obligation to make any further payments, notwithstanding services may already have been provided by the City.

9. **MISCELLANEOUS PROVISIONS**

- a. The within Contract shall not be assigned (by the City) without the expressed and written consent of the LBHA.

- b. There shall be no over-time payments associated with the within Contract.
- c. Nothing contained herein shall serve to limit or otherwise restrict/modify the police services already provided to the Housing Authority (by the City) when funding for the within Agreement is no longer available. That is, the potential discontinuance / termination of the within Agreement (and / or funding associated therewith) shall not serve as a basis / precedent for restricted / reduced police services to be provided (by the City to the Housing Authority) when the within Agreement is no longer in effect.

10. **HUD REVIEW/APPROVAL**

Notwithstanding anything contained herein to the contrary, the within Contract shall be subject to the continuing review/approval from the Department of Housing and Urban Development (HUD). Additionally, the within Contract shall be subject to HUD's continued review/approval of the underlying Agreement, as well as the funding sources associated with the within Agreement. Moreover, notwithstanding anything contained in the Contract to the contrary, the within Agreement may be terminated at any time whatsoever, by HUD.

11. **NON-EMPLOYEES**

Notwithstanding anything contained herein to the contrary, the individual police officers providing services hereunder shall not be considered to be employees of the Long Branch Housing Authority.

12. **AFFIRMATIVE ACTION**

The City will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provision of this nondiscrimination clause;

The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

The City will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers'

representative of the City's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The City agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The City agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The City agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The City agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

The City agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

The City shall furnish such reports or other documents to the Affirmative Action Office as may be required by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

13. **BREACH**

Upon breach of Contract, either party may pursue any and all remedies available at law or in equity.

14. **AUTHORITY**

The parties signing below represent that they have the authority to represent and bind their respective agencies/organizations/corporations.

ATTEST

CITY OF LONG BRANCH

KATHY SCHMELZ, RMC
CITY CLERK

By: Adam Schneider, Mayor

WITNESS

LONG BRANCH HOUSING AUTHORITY

By: Tyrone Garrett, Executive Director

Kevin E. Kennedy, Esq.

A Limited Liability Company
Attorney at Law

165 Highway 35

Middletown, NJ

Phone: (732) 936-1099

Fax: (732) 936-1960

Admitted to Practice
NJ & Washington DC

Mailing Address:
165 Highway 35
Red Bank, NJ 07701

March 28, 2011

E-MAIL

City of Long Branch
Attn: Howard Woolley, Administrator
344 Broadway
Long Branch, NJ 07740

E-MAIL

James Aaron, Esq.
1500 Lawrence Avenue
CN 7807
Ocean, NJ 07712

**Re: Long Branch Housing Authority
City of Long Branch
Inter-Local Service Agreement
Special Police Services**

Dear Gentlemen:

Please be advised that I am writing to you on behalf of the Long Branch Housing Authority. In that regard, I would ask that you please note the following:

1. Per the communications between the Housing Authority Officials and the City Officials, enclosed herein please find a proposed Inter-Local Service Agreement relative to the Long Branch-Long Branch Housing Authority Police liaison arrangement.
2. Please note that the Long Branch Housing Authority Board of Commissioners has already adopted a Resolution authorizing the execution of the same.

3. Thus, I would ask that you please review the document and advise if the same is acceptable.
4. If acceptable, I will arrange for the Agreement to be signed and distributed.

Obviously, if you have any questions or comments, please feel free to contact me at the office.

Very truly yours,

Kevin E. Kennedy

KEK/dmp
\\Admin2\Municipal\Long Branch Housing\Document Review\Police Services\032811 Woolley Aaron Proposed Agreement.doc
Encl.

cc: Tyrone Garrett, Executive Director (e-mail), w/o encl.

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR POLICE OFFICER REPRESENTATION (ALEXANDER M. ILER, ESQ.)

WHEREAS, the City has the need to authorize a contract for professional legal services for the representation of Patrolman Stanley Balmer for charges brought against him by William Coleman; and

WHEREAS, the municipal court matter has been resolved and the matter is now being appealed by the Long Branch Police Officers including Patrolman Stanley Balmer in the Appellate Division of New Jersey; and

WHEREAS, Alexander M. Iler, Esq. has submitted a proposal attached hereto, dated April 4, 2011 for services for required project, and it is the recommendation of the Business Administrator that it is in the City's best interest to award a contract to Alexander M. Iler, Esq.; and

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

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

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation # 1-01-014-302 in an amount not to exceed \$750.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a contract with Alexander M. Iler, Esq. for legal services relative to Ptl. Stanley Balmer in accordance with the contract document and proposal attached hereto, for an amount not to exceed \$750.00.

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

MOVED: Sirianni
SECONDED: Pallone
AYES: 4
NAYS: 0
ABSENT: 0
RECUSE: 1 - Bastelli

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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

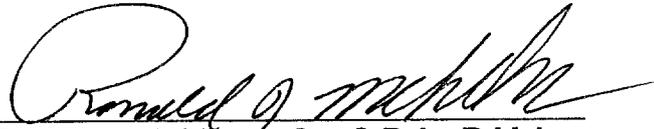
**LEGAL REPRESENTATION FOR POLICE OFFICER STANLEY BALMER
RELATIVE TO COMPLAINT BY WILLIAM COLEMAN**

Said contract being made as follows:

ALEXANDER M. ILER, ESQ \$ 750.00

Said funds being available in the form of:

**2011 BUDGET
OFFICE OF THE CITY ATTORNEY
APPRO. # 1-01-014-202 \$ 750.00**



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

4/7/11
Date

RESOLUTION MEMORIALIZING A NON-FAIR AND OPEN CONTRACT TO DW SMITH ASSOCIATES, LLC
FOR PHASE I OVERSIGHT AT MANAHASSETT CREEK PARK

WHEREAS, DW Smith Associates, LLC has provided professional engineering services in connection with Manahasset Creek Park development with the City of Long Branch for approximately six years; and

WHEREAS, DW Smith Associates, LLC is intimately familiar with the entire Manahasset Creek Park project; and

WHEREAS, it is the recommendation of the Business Administrator to memorialize a Non-Fair and Open Contract for Phase I oversight in the amount of \$ 7,425.00; and

WHEREAS, the Business Administrator recommends the same engineering firm continue to provide engineering services which would provide many cost saving benefits including any learning curve of a new engineering firm not familiar with the site; and

WHEREAS, the City of Long Branch believes that it would be in the best interest of the citizens of the City to have DW Smith Associates, LLC to provide these services related to Manahasset Creek Park; and

WHEREAS, for the reasons set forth in this resolution, the City wishes to memorialize a Non-Fair and Open Contract to DW Smith Associates, LLC for Phase I oversight in an amount not to exceed \$ 7,425.00; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in appropriation # C-04-101-601 in an amount not to exceed \$ 7,425.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a memorialized Non-Fair and Open contract with DW Smith Associates for Phase I oversight at Manahasset Creek Park for an amount not to exceed \$ 7,425.00

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

BE IT FURTHER RESOLVED, that the Clerk shall cause notice of award of this contract to be advertised as required by 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. 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2011
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:

**ENGINEERING SERVICES RELATED TO MANAHASSETT
CREEK PARK PHASE I**

Said contract being made as follows:

DW SMITH ASSOCIATES, LLC \$ 7,425.00

Said funds being available in the form of:

**CAPITAL ACCOUNT
PARK IMPROVEMENTS
APPRO. # C-04-101-601 \$ 7,425.00**



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

4/7/11
Date

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jennifer N. Nevins	1355 Tamarack Road, Manasquan, NJ 08736
Timothy P. Lurie	1020 Gowdy Avenue, Pt. Pleasant Beach, NJ 08742
Thomas J. Murphy	27 Dayton Avenue, Toms River, NJ 08753

Part 3 – Signature and Attestation:

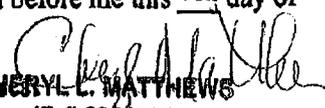
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DW Smith Associates, LLC

Signed: Jennifer Nevins
Title: President

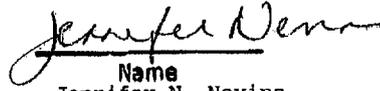
Print Name: Jennifer N. Nevins

Date: 04/07/11

Subscribed and sworn before me this <u>7th</u> day of <u>April</u> , 2 <u>011</u>  My Commission expires <u>12/1/2014</u> CHERYL L. MATTHEWS ID # 2301526 NOTARY PUBLIC OF NEW JERSEY My Commission Expires 12/1/2014	<u>Jennifer Nevins</u> (Affiant) Jennifer N. Nevins, President (Print name & title of affiant) (Corporate Seal)
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NON-FAIR AND OPEN CONTRACT CONTRIBUTION

This contract has been awarded to DW Smith Associates, LLC based on the merits and abilities of DW Smith Associates, LLC to provide the goods or services as described herein. This contract was not awarded through a "Fair and Open Process: pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that DW Smith Associates, LLC, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year preceding the award of the contract that would pursuant to P.L. 2004, c 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Long Branch, County of Monmouth if a member of that political party is serving in an elective public office of the City of Long Branch, County of Monmouth when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Long Branch, County of Monmouth when the contract is awarded.



Name
Jennifer N. Nevins

President

Title



DW SMITH
ASSOCIATES, LLC

INVOICE

TO: City of Long Branch
344 Broadway
Long Branch, NJ 07740

DATE: 3/04/11
JOB NO.: 04-517.302
INVOICE NO.: 43686B

Attn: Mr. Jacob Jones

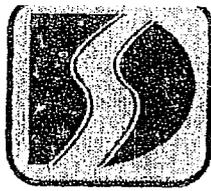
FOR PROFESSIONAL SERVICES RENDERED: August 20, 2010 – February 28, 2011.
In accordance with contract dated July 19, 2007, revised July 31, 2007.

RE: Manahasset Creek Park – Final Design Plans

Office personnel this period to provide the following professional consulting services: Site meeting with City and Contractor to review punch list items for closeout; Review final payment and approve; Contractor's meeting to inspect punch list items; Meetings with Recreation Department to review baseball fields; Review shop drawings for backstops and pricing; Coordination with Contractor for additional items from City for prices; Coordination with Freehold Soil Conservation District violation with City and Contractor; Coordination with Field Turf on final sign-off; Meeting with Contractor on seeding and stabilizing measures; Prepare sketches of new backstops and soccer fencing; Process change order for City to Contractor; Landscape inspection and coordination of substitution with Contractor; including all phone calls, correspondence, prints, deliveries, etc.

Sr. Project Engineer	46.75 Hrs x \$125.00/Hr =	\$ 5,843.75
Landscape Designer/Planner	.50 Hrs x \$100.00/Hr =	50.00
	TOTAL THIS INVOICE:	\$ 5,893.75

Send payments to: 149 Yellowbrook Road, Suite 101, Farmingdale, NJ 07727 • (732) 363-5850 • FAX: (732) 905-8669 • www.dwsmith.com
TERMS: Net 10 days; 1½% Finance Charge (18% annual percent rate) will be added to past due balances after deducting payments and credits.



DW SMITH
ASSOCIATES, LLC

INVOICE

TO: City of Long Branch
344 Broadway
Long Branch, NJ 07740

DATE: 3/04/11
JOB NO.: 04-517.302
INVOICE NO.: 43686A

Attn: Mr. Jacob Jones

FOR PROFESSIONAL SERVICES RENDERED: Through August 19, 2010.
In accordance with contract dated July 19, 2007, revised July 31, 2007.

RE: Manahasset Creek Park – Final Design Plans

Office personnel this period to provide the following professional consulting services: Site meeting with City and Contractor to review punch list items for closeout; Review final payment and approve; Contractor's meeting to inspect punch list items; Meetings with Recreation Department to review baseball fields; Review shop drawings for backstops and pricing; Coordination with Contractor for additional items from City for prices; Coordination with Freehold Soil Conservation District violation with City and Contractor; Coordination with Field Turf on final sign-off; Meeting with Contractor on seeding and stabilizing measures; Prepare sketches of new backstops and soccer fencing; Process change order for City to Contractor; Landscape inspection and coordination of substitution with Contractor; including all phone calls, correspondence, prints, deliveries, etc.

Sr. Project Engineer	11.25 Hrs x \$125.00/Hr =	\$ 1,406.25
Landscape Designer/Planner	1.25 Hrs x \$100.00/Hr =	125.00
	TOTAL THIS INVOICE:	\$ 1,531.25

Send payments to: 149 Yellowbrook Road, Suite 101, Farmingdale, NJ 07727 • (732) 363-5850 • FAX: (732) 905-8669 • www.dwsmith.com
TERMS: Net 10 days; 1 1/2% Finance Charge (18% annual percent rate) will be added to past due balances after deducting payments and credits

R# -109-11

RESOLUTION AWARDING A NON-FAIR AND OPEN CONTRACT TO DW SMITH ASSOCIATES, LLC
FOR PHASE II OVERSIGHT AT MANAHASSETT CREEK PARK

WHEREAS, DW Smith Associates, LLC has provided professional engineering services in connection with Manahasset Creek Park development with the City of Long Branch for approximately six years; and

WHEREAS, DW Smith Associates, LLC is intimately familiar with the entire Manahasset Creek Park project; and

WHEREAS, it is the recommendation of the Business Administrator to memorialize a Non-Fair and Open Contract for Phase II oversight in the amount of \$ 30,000.00; and

WHEREAS, the Business Administrator recommends the same engineering firm continue to provide engineering services which would provide many cost saving benefits including any learning curve of a new engineering firm not familiar with the site; and

WHEREAS, the City of Long Branch believes that it would be in the best interest of the citizens of the City to have DW Smith Associates, LLC to provide these services related to Manahasset Creek Park; and

WHEREAS, for the reasons set forth in this resolution, the City wishes to award a Non-Fair and Open Contract to DW Smith Associates, LLC for Phase II oversight in an amount not to exceed \$ 30,000.00: and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in appropriation # C-04-101-601 in an amount not to exceed \$ 30,000.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a Non-Fair and Open contract with DW Smith Associates for Phase II oversight at Manahasset Creek Park for an amount not to exceed \$ 30,000.00

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

BE IT FURTHER RESOLVED, that the Clerk shall cause notice of award of this contract to be advertised as required by law.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREONTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schele
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:

**ENGINEERING SERVICES RELATED TO MANAHASSETT
CREEK PARK PHASE II**

Said contract being made as follows:

DW SMITH ASSOCIATES, LLC	\$ 30,000.00
---------------------------------	---------------------

Said funds being available in the form of:

CAPITAL ACCOUNT PARK IMPROVEMENTS APPRO. # C-04-101-601	\$ 30,000.00
--	---------------------


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


Date

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability ^{Company} Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jennifer N. Nevins	1355 Tamarack Road, Manasquan, NJ 08736
Timothy P. Lurie	1020 Gowdy Avenue, Pt. Pleasant Beach, NJ 08742
Thomas J. Murphy	27 Dayton Avenue, Toms River, NJ 08753

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DW Smith Associates, LLC

Signed: Jennifer Nevins

Title: President

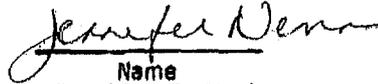
Print Name: Jennifer N. Nevins

Date: 04/07/11

Subscribed and sworn before me this <u>7th</u> day of <u>April</u> , 2 <u>011</u>	<u>Jennifer Nevins</u>
My Commission expires <u>SHERRYL L. MATTHEWS</u> ID # <u>2301526</u>	(Affiant)
NOTARY PUBLIC OF NEW JERSEY My Commission Expires 12/1/2014	Jennifer N. Nevins, President
	(Print name & title of affiant)
	(Corporate Seal)

NON-FAIR AND OPEN CONTRACT CONTRIBUTION

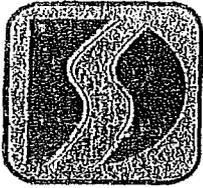
This contract has been awarded to DW Smith Associates, LLC based on the merits and abilities of DW Smith Associates, LLC to provide the goods or services as described herein. This contract was not awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that DW Smith Associates, LLC, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year preceding the award of the contract that would pursuant to P.L. 2004, c 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Long Branch, County of Monmouth if a member of that political party is serving in an elective public office of the City of Long Branch, County of Monmouth when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Long Branch, County of Monmouth when the contract is awarded.



Name
Jennifer N. Nevins

President

Title



DW SMITH
ASSOCIATES, LLC
Greengineering®

Jennifer N. Nevins
Timothy P. Lurie
Thomas J. Murphy

March 15, 2011

Syed B. Husain
Paul S. Kavka
Robert F. McCarthy
Kevin J. Murphy

Mr. Michael Hrbek
Purchasing Agent
City of Long Branch
344 Broadway
Long Branch, NJ 07740

Donald W. Smith

RE: Manahassett Creek Park
Phase II - Oversight
Block 458, Lots 2, 3, 4 & 5;
Block 460, Lots 1, 2, 3, 4, 5 & 6;
Block 479, Lot 6;
Block 481, Lots 1 & 2; Block 482, Lot 1
Long Branch, Monmouth County, NJ
Our Reference No. 04-517-304 (A03-A05)

Professional
Consulting
Services

Civil
Engineering

Land Planning

Land Surveying

Landscape
Design

Environmental
Services

Site
Remediation

Geographic
Information
Systems

Information
Technologies

Dear Mr. Hrbek:

This addendum is to confirm our understanding whereby DW Smith Associates, LLC (DWSA) will provide additional services to the City of Long Branch (CLIENT) with respect to the above-captioned project. All terms and conditions of the original agreement will remain in effect. The project will not exceed the fee as listed in the following Scope of Work.

A03 ADDITIONAL SERVICES - ONGOING OVERSIGHT - PHASE I

Now that the Park construction of Phase I is ending, additional items have been requested by the Park Committee on an ongoing basis. Work under this task shall include meetings, project update, site inspection, tasks for additional change order improvements, and construction coordination.

ADDENDUM A03 - NOT TO EXCEED FEE: \$5,000.00

A04 ADDITIONAL SERVICES - UPDATE GREEN ACRES MAPPING & FORMS

Update current Green Acres mapping to include such items as bleachers, soccer nets, etc. Revise Green Acres application to include these items.

ADDENDUM A04 - NOT TO EXCEED FEE: \$2,500.00

"DESIGNING SPECIAL PLACES"

149 Yellowbrook Road, Suite 101, Farmingdale, NJ 07727
p. 732.363.5850 • f. 732.905.8669 • www.dwsmith.com



Mr. Michael Hrbek
 City of Long Branch
 RE: Manhasset Creek Park
 March 15, 2011
 Our Reference No. 04-517-304 (A03-A05)

A05 PHASE II

A. Phase II - Building Construction

DWSA will complete the following:

- Update plan with building (2 times)
- Prepare Specifications for Bidding
- Coordination of Bidding Document
- Attend Bid Opening
- Prepare Design Plan for Bidding
- Stakeout of the Building (once)

*Does not include electrical or HVAC design.

ADDENDUM A05 - BUILDING CONSTRUCTION

NOT TO EXCEED FEE: \$12,500.00

B. Phase II - Construction Management

Coordination with contractor for construction inspections of the building. Bi-weekly progress meetings, punch list inspection reports and meeting minutes will be prepared. Four (4) hours per week for 20 weeks.

ADDENDUM A05 - CONSTRUCTION MANAGEMENT

ASSUME 80 HOURS @ \$125.00/HOUR: \$10,000.00

Attached is a revised Fee Schedule which DWSA has either held or reduced fee rates from the previously approved 2007 Fee Schedule.

If this Addendum is not accepted within 30 days, DW Smith Associates, LLC reserves the right to withdraw or renegotiate it. All fees set forth herein are predicated upon this work being completed within one (1) year of acceptance of this contract. If the work is not completed within one (1) year, DW Smith Associates, LLC reserves the right to renegotiate the fees for the outstanding work. If the work described herein is in accordance with your understanding, and our fee is acceptable to you, please sign and return one (1) copy of this Addendum to this office. *Receipt of the signed Addendum shall be considered authorization to proceed with the work as described within this agreement.*



Mr. Michael Hrbek
City of Long Branch
RE: Manahasset Creek Park
March 15, 2011
Our Reference No. 04-517-304 (A03-A05)

We thank you for this opportunity and look forward to successfully completing your project.

Very truly yours,

DW SMITH ASSOCIATES, LLC


TIMOTHY P. LURIE, PE, PP, CME
Principal

Enclosure

TPL:lh

DW SMITH ASSOCIATES, LLC

CITY OF LONG BRANCH

<u>Authorized Signature</u>	<u>Date</u>	<u>Authorized Signature</u>	<u>Date</u>
<u>Printed Name</u>	<u>Title</u>	<u>Printed Name</u>	<u>Title</u>

S:\DWS - PROPOSALS\2004\04-517 Manahasset Creek\PR04517304-A03-A05-20110315TPL-MHrbek.doc



DWSA STANDARD TERMS AND CONDITIONS

1. **SPECIAL AND/OR ADDITIONAL SERVICES** - Any special and/or additional requested services other than the basic services specifically outlined, shall be billed on an hourly basis for the actual time spent by each individual at the hourly rates set forth on the Fee Schedule attached hereto and made a part of this agreement, or the fee schedule in effect at the time the work is performed. **Reimbursable Expenses** - In accordance with the items and conditions set forth on our Fee Schedule of Hourly Rates and Charges in effect at the time the work is performed, all reimbursable expenses shall be billed at cost, + 10 percent. **Revisions** - Any revisions required to satisfy conditions of approval by any regulatory agency shall be billed accordingly.
2. **REPRODUCTIONS, COPIES AND/OR SPECIALTY PRINTS** - Will be billed at the rates set forth on the Fee Schedule of Hourly Rates & Charges in effect at the time the work is performed.
3. **FEE ARRANGEMENT** - Shall either be on a per diem basis at the rates set forth on the Fee Schedule of Hourly Rates and Charges in effect at the time the work is performed or on a lump sum basis. Charges will be made for all time spent by each individual working on the project at the aforesaid hourly rates through to completion. The fees shall include, but not be limited to, the following types of services: Office &/or telephone conferences; preparation of designs, reports, computations, studies, and evaluations; site inspections, field surveying, research; preparation of documents including drafting, computer-aided drawings and designs; review of documents and correspondence received; appearances at planning board or other regulatory agency hearings; and such other reasonable and necessary services as may be required to fully complete the project. All services will be billed to the nearest one-quarter of one hour (1/4 of one (1) hour) with that measure of time being the minimum charge per service. In representing you, it is difficult to predict or estimate the time required to complete the project; and therefore, it is impossible at this time to establish a fixed fee.
4. **FEE ESTIMATE** - It is specifically understood and agreed that no estimate of fees may be made or relied upon. Any estimate of fees is agreed to be only an estimate of the minimum fee and an accommodation to the person requesting same and may not be used to attempt to limit the obligations of the CLIENT set forth herein. The Scope of Work may be expanded as the project progresses. An estimate of fees will be provided upon request. The same applies to any cost estimates for the construction of the project in accordance with the project plans, should one be provided. Invoices shall be rendered monthly for all work completed and services rendered based upon the services rendered during the billing period. All invoices for special and/or additional services, plus reimbursable expenses, shall also be billed on a monthly basis or as completed according to the Contract Item listed above.
5. **RETAINERS** - The retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.
6. **PAYMENT SCHEDULE** - All invoices must be paid in accordance with the terms hereof. Payment in full is due upon receipt of invoice (payment is expected within 10 days). If payment is not received within 30 days, the CLIENT shall pay as additional compensation, interest at the rate of one and one-half percent (1½%) per month (annual percentage rate of 18%) for each 30-day period or portion thereof for which the total balance remains outstanding. This is not to be construed as a penalty for delay, but simply as interest paid to DWSA for its non-receipt of funds. Projects with current payment status receive the first commitment of DWSA's resources. * In the event it becomes necessary to engage the services of an attorney or collection agency to enforce payment of fees as per this agreement, the defaulting party shall pay any and all reasonable fees and costs associated with said proceedings. The laws of the State of New Jersey shall govern this agreement. * If the CLIENT fails to make any payment within 60 days of billing, DWSA may discontinue further services without further notice to the CLIENT.
7. **DISPUTE RESOLUTION** - Any claim/dispute between the CLIENT/DWSA shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of DWSA.
8. **DISBURSEMENTS** - Any and all reasonable disbursements necessarily incurred by the DWSA on your behalf shall be in addition to the fees paid by you. Such disbursements include, but are not limited to, traffic and environmental consultants' direct prints, reproduction costs per the attached fee schedule, delivery service, and testing laboratory services. In addition, it may be necessary to retain other consultants to perform services essential to the project. As to those outside consulting services, you and DWSA shall jointly decide who shall be retained and you will make your own financial arrangements with the consultants. It is specifically understood and agreed that the fees set forth herein DO NOT include any application fees to various reviewing agencies nor any services not specifically set forth in the items of work described herein. Further, it is specifically understood and agreed that our fees are in no way contingent upon the plans or project being approved by any reviewing agency.
9. **INSURANCE** - DWSA will procure & maintain such insurance as will protect them from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and from claims arising out of performance of professional services caused by error, omission, or negligent acts; all to the extent that they are legally liable. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement where the amounts and types of such insurance are indicated as follows: a. Workers' Compensation (Employer's Liability Limit - \$100,000); Disability Insurance - as required by the State of New Jersey; c. Public Liability (\$1,000,000 Bodily Injury, \$1,000,000 Property Damage); d. Umbrella (\$5,000,000); e. Professional Liability Insurance (Limit for Project - \$1,000,000).
10. **COPYRIGHT DISCLAIMER** - This product is owned by DWSA. It is protected by US Copyright Laws. You must treat this product as you would any other copyrighted material, such as a book. Any copies that you are permitted to make must contain the same copyright that appears on the documents. You are only permitted to copy within your organization for the completion of the project for which the documents are made. You agree not to modify, adapt, translate, or use the information or data without written agreement from D.W. Smith Associates, LLC, and the signature of the Professional of Record. All documents produced by DWSA under this Agreement shall remain the property of DWSA and may not be used by the CLIENT for any other endeavor without the written consent of DWSA.



2010 PREFERRED FEE SCHEDULE CITY OF LONG BRANCH

PRINCIPALS

Principal / Engineer	\$130.00
Principal / Surveyor	\$130.00
Principal / Environmentalist	\$130.00
Director of Engineering	\$130.00
Director of Surveying	\$130.00

PROJECT MANAGERS

Associate	\$125.00
Sr. Project Engineer	\$125.00
Sr. Project Land Surveyor	\$125.00
Sr. Project IT Specialist	\$125.00
Sr. Project Mgr, Site Remediation	\$125.00
Sr. Environmental Project Manager	\$125.00
Project Engineer	\$100.00
Project Landscape Designer / Planner	\$100.00
Project Land Surveyor	\$100.00
Environmental Project Manager	\$100.00
Project GIS Specialist	\$100.00

SENIOR STAFF

Sr. Engineer	\$89.00
Sr. Landscape Designer / Planner	\$89.00
Sr. Land Surveyor	\$89.00
Sr. Environmental Specialist	\$89.00
Sr. GIS Specialist	\$89.00
Sr. Environmental Engineer	\$89.00

DESIGN STAFF

Design Engineer	\$84.00
Design Landscaper / Planner	\$84.00
Design Land Surveyor	\$84.00
Resident Engineer	\$84.00
Environmental Specialist	\$84.00
GIS Specialist	\$84.00
Field Geologist	\$84.00
Environmental Engineer	\$84.00

TECHNICAL STAFF

Engineering Technician	\$72.00
Landscape Arch / Planner Tech	\$72.00
Land Surveyor Technician	\$72.00
Construction Observer	\$72.00
Environmental Technician	\$72.00
GIS Technician	\$72.00

DRAFTING

Chief CADD Operator / Drafter	\$74.00
Sr. CADD Operator / Drafter	\$72.00
CADD Operator / Drafter	\$62.00
Jr. CADD Operator / Drafter	\$52.00

TECHNICAL ASSISTANTS

Administrative Assistant	\$62.00
Secretary	\$40.00
Clerk	\$36.00

LAND SURVEYORS

2-Man Field Survey Crew	\$140.00
3-Man Field Survey Crew	\$195.00
1-Man Robotic Crew	\$105.00
2-Man Robotic Crew	\$160.00

REPRODUCTION

Diazo blue / Xerox paper prints	\$0.60/sf
Presentation black line prints	\$6.70/sf
Mylar Reproducible / Cloth prints	\$6.70/sf
Xerox copies (8 1/2" x 11 or 14")	\$0.30/ea
Color copies	\$13.00/sf
+ a \$10.00 handling charge, plus postage only when not included in	

VEHICLES

Field Truck (per mile)	\$9.70
Car (per mile)	\$0.99

CONDITIONS – Hourly rates include all vehicles, insurance, supplies and such other equipment or materials normally required to perform such services (except as noted). All outside reproductions, printing, testing laboratory services, test borings or services of a special nature are not included and will be billed at cost plus fifteen percent (15%). Hourly rates are for an eight (8) hour work day, Monday through Friday. Hours worked in excess of eight (8) hours per day or hours worked on Saturday or Sunday (overtime), will be billed at 1.5 times the hourly rate. Billing time (work day) will commence and terminate from portal-to-portal at 149 Yellowbrook Road, Farmingdale, New Jersey, or the office servicing the project. Billing will be monthly unless otherwise noted. All invoices are payable upon receipt. Payment is due within ten (10) days. If payment is not received within thirty (30) days, there can be no assurance of scheduling priority of the project, except by written agreement. If the CLIENT fails to make any payment within sixty (60) days of billing, D.W. Smith Associates, LLC may discontinue further services without further notice to CLIENT. Projects with current payment status receive the first commitment of the Firm's resources. A finance charge will be added to invoice past due beyond thirty (30) days by applying one and one-half percent (1.5%) per month (annual percentage rate of eighteen percent (18%)) to the previous balance after deducting any payments or credits. In the event it becomes necessary to engage the services of an attorney or collection agency to enforce payment of fees as per this agreement, the defaulting party shall pay any and all reasonable fees and costs associated with said proceedings.

R# 110-11

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Siriganni

SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on April 12, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 12th day of April, 2011

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of April 12, 2011. 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 Associates	Rent for Municipal Court - April 2011	8,502.00	*
A T & T	Utilities - Telephone - Bills Dated 3/9 & 3/16/11 - Various Locations	62.92	*
A.C. Moore	Supplies for Various Events in March 2011 - Various Depts.	371.09	
A.M./P.M. Services	Registration for (3) Seminars - February & March 2011 - City Clerk's Office	297.00	
A.R. Communications	Repair/Service Pagers & Radios - Fire Dept.	647.85	
Absolute Fire Protection Co.	Service & Repair Truck #25-4-90 - Fire Dept.	270.00	
All Industrial Safety Products, Inc.	Gloves - DPW	196.35	
Allied Building Products Corp.	Materials for Oceanic Fire House - DPW	281.97	
American Red Cross	CPR Training/Certification for (40) Personnel - 2/28/11 - Fire Dept.	280.00	
Andrew Spiezio	Snow Removal from Snow Storm - 12/27-12/30/2010 - DPW	530.61	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - February 2011	4,435.25	Pymt #2
Atlantic Plumbing Supply Corp.	Plumbing Materials for PW #252 & City Hall Building - DPW	129.52	
Auto Parts	Misc. Automotive Parts - February 2011 - DPW	115.64	
Avalon Carpet Tile & Flooring	Tile for Recreation Office - DPW	38.07	
B & H Photo	Camera Equipment - IT Dept. / L.B. Cable Commission	209.14	
Be Our Guest Entertainment	Entertainment for St. Patrick's Day Party - 3/17/11 - Senior Affairs	400.00	
Beyer Bros. Corp.	Misc. Parts - Sanitation #30 & #60 - DPW	3,473.61	
Boundary Fence Co.	Repair Gate at Atlantic Avenue - DPW	850.00	
Bullet Lock & Safe Co.	Misc. Keys/Locks - February 2011 - DPW / Traffic Dept.	145.75	
Cablevision Lightpath, Inc.	Monthly Lease of Dark Fiber - December 2010 / March 2011 - IT-Admin.	4,500.00	*
CCC Heavy Duty Truck Parts Co.	Misc. Parts - PW #252 - DPW	1,118.57	
CDWG	Network Switch - OEM	360.00	
Cemp, Inc.	Detail & Repair Dent - OEM #930 - DPW	450.00	*
Central Towing & Recovery, Inc.	Towing - Truck #25-5-75 - 2/20 & 2/24/11 - Fire Dept.	694.75	
Century Office Products, Inc.	Copier Maintenance for Various Depts. & Toner Cartridge - DPW	2,356.54	
City of Long Branch Clearing Account	Reimburse Clearing Account	13,753.08	*
City of Long Branch Clearing Account	Reimburse Clearing Account	165,485.91	*
City of Long Branch Clearing Account	Reimburse Clearing Account	806,391.17	*
City of Long Branch Clearing Account	Reimburse Clearing Account	31,563.42	*
City of Long Branch Clearing Account	Reimburse Clearing Account	402.01	*
City of Long Branch Clearing Account	Reimburse Clearing Account	415,551.37	*
City of Long Branch Clearing Account	Reimburse Clearing Account	822,244.94	*
City of Long Branch Payroll Agency	Payroll Dated 3/18/2011	31,951.95	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

eenbaum, Rowe, Smith & Davis
 reenbaum, Rowe, Smith & Davis
 isen Termite & Pest Control, Inc.
 orizon Blue Cross Blue Shield
 orizon Blue Cross Blue Shield
 Jamn Printing
 Jersey Access Power & Light
 Jersey Central Power & Light
 Jersey Butow
 John Stamler Police Academy
 John Stamler & Truck Repair
 John's Auto & Truck Repair
 Johnstone Supply
 Joseph Fazio - Wall, LLC.
 Keiper Boat Restoration & Repair Corp.
 Keiper Boat Restoration, Inc.
 Lanigan Associates, Inc.
 Lisa Gall
 Lomuro, Davison, Eastman & Munoz
 Long Branch Chamber of Commerce
 Long Branch PBA Local #10
 Long Branch PBA Local #10
 Long Branch Sewer Authority
 Long Branch Sewer Authority
 Lowe's
 M. Burr Keim Co.
 M. Burr Bender & Co.
 Matthew Bender & Co.
 Mazza & Sons, Inc.
 MCAA of NJ
 McDonalds Restaurant
 McDonalds Restaurant Medical Society
 MMWR-Massachusetts Water Co.
 New Jersey American Water Co.
 New Jersey Motor Vehicle
 New Jersey Natural Gas
 New Jersey League of Municipalities
 NJ State League of Municipalities
 Odessa Dangler
 Office Needs, Inc.
 Party Fair
 Perry's Trophy Co.
 Perry's Trophy Co.
 Fine Belt Automotive
 PL Custom Body
 Provantage Corp.

Legal Services Rendered - Hotel Campus - February 2011
 Legal Services Rendered - COAH/Planning - February 2011
 Legal Services Rendered - Various Locations - March 2011 - Health Dept.
 Integrated Pest Control - April 2011
 Health Benefits - April 2011
 Dental Benefits - April 2011
 Dental Benefits - Fire Prevention
 Various Printed Forms - L.B. Cable Commission
 2011 Membership Dues - L.B. Cable Commission
 2011 Membership Dues - 10/29-11/29/10 - Various Parks
 Utilities - Electric - 10/29-11/29/10 - Tax Assessor's Office
 Utilities - Electric - Tax Appeal Seminar - 3/3/11 - Tax Assessor's Office
 Mileage Reimbursement - 3/23/11 - K. Hughes - Police Dept.
 Course Registration - 3/23/11 - DPW
 Towing - PD #57 - 3/9/11 - DPW
 Course Registration - 3/23/11 - DPW
 Towing - PD #57 - 3/9/11 - DPW
 Gas Valve for Belmont Avenue - DPW
 Gas Valve for Belmont Avenue - DPW
 Gas Valve for Belmont Avenue - DPW
 Misc. Parts - DPW
 Misc. Parts - DPW
 Repair of Lifeguard Boat - Recreation Dept.
 Repair of Lifeguard Boat - Recreation Dept.
 Misc. Equipment for Community Connections - March 2011
 Misc. Equipment for Community Connections - March 2011
 Professional Services for Community Connections - March 2011
 Professional Services for Community Connections - March 2011
 Legal Services Rendered - Bond Attorney - March 2011
 Legal Services Rendered - Bond Attorney - March 2011
 Legal Services Rendered - Bond Attorney - March 2011
 Rent for OCEED - April 2011
 Rent for OCEED - April 2011
 Full Page Ad - 13th Annual Spring Gala - 4/1/11 - Community Dev./UEZ
 Full Page Ad - 13th Annual Spring Gala - 4/1/11 - Community Dev./UEZ
 Ad in Journal Honoring Retirees - Spring Gala - Mayor's Office
 Ad in Journal Honoring Retirees - Spring Gala - Mayor's Office
 Sewer Charges - Second Quarter 2011
 Sewer Charges - Second Quarter 2011
 Sewer Building Materials - DPW
 Sewer Building Materials - DPW
 Various Building Materials - DPW
 Various Building Materials - DPW
 (3) Pocket Seals - Municipal Code Title 4A - Administration / Personnel Dept.
 (3) Pocket Seals - Municipal Code Title 4A - Administration / Personnel Dept.
 Renewal for NJ Administrative Code Title 4A - Administration / Personnel Dept.
 Renewal for NJ Administrative Code Title 4A - Administration / Personnel Dept.
 Recycling of Tires & Disposal of Bulky Waste - February 2011 - DPW
 Recycling of Tires & Disposal of Bulky Waste - February 2011 - DPW
 2011 Membership Dues - T. Turner/D. Starnberger/M. Hammell - Municipal Court
 2011 Membership Dues - T. Turner/D. Starnberger/M. Hammell - Municipal Court
 Prisoner Meals - January & February 2011 - Police Dept.
 Prisoner Meals - January & February 2011 - Police Dept.
 Renewal for MMWR Weekly Report - Health Dept.
 Renewal for MMWR Weekly Report - Health Dept.
 Utilities - Water - 2/3-3/9/11 - Various Locations
 Utilities - Water - 2/3-3/9/11 - Various Locations
 (2) Motor Vehicle Titles - DPW
 (2) Motor Vehicle Titles - DPW
 Utilities - Gas - 2/10-3/16/11 - Various Locations
 Utilities - Gas - 2/10-3/16/11 - Various Locations
 Booth Rental - 11/14-11/17/11 - Community Dev./UEZ
 Booth Rental - 11/14-11/17/11 - Community Dev./UEZ
 Catered Food for Ipoet Series at Library - 3/5/11 - L.B. Arts Council
 Catered Food for Ipoet Series at Library - 3/5/11 - L.B. Arts Council
 Toner Cartridges - Various Depts.
 Toner Cartridges - Various Depts.
 Supplies for St. Patrick's Day Party - 3/17/11 - Senior Affairs
 Supplies for St. Patrick's Day Party - 3/17/11 - Senior Affairs
 Basketball Trophies for Recreation Dept. & Nameplates for Planning & Police Dept.
 Basketball Trophies for Recreation Dept. & Nameplates for Planning & Police Dept.
 Misc. Parts - PD #59 - DPW
 Misc. Parts - PD #59 - DPW
 Service Transmission on Truck #25-4-75 - Fire Dept.
 Service Transmission on Truck #25-4-75 - Fire Dept.
 Computer Supplies - Police Dept.
 Computer Supplies - Police Dept.
 Disposal of Leaves - February 2011 - DPW
 Disposal of Leaves - February 2011 - DPW
 Used Radio - DPW
 Used Radio - DPW

* 374,588.33
 * 14,247.53
 * 550.00
 * 100.00
 * 402.01
 * 35.70
 * 30.00
 * 35.00
 * 159.07
 * 742.73
 * 1,884.00
 * 775.00
 * 190.00 Pymt #3
 * 4,708.23
 * 1,650.00
 * 75.00
 * 125.00
 * 1,852.28
 * 2,229.76
 * 99.50
 * 131.34
 * 6,047.88
 * 135.00
 * 10.76
 * 98.00
 * 1,505.53
 * 120.00
 * 13,555.84
 * 1,400.00
 * 500.00
 * 860.03
 * 293.91
 * 628.85
 * 58.02
 * 380.00
 * 192.74
 * 624.00
 * 25.00

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL CAPITAL

City of Long Branch Clearing Account	Reimburse Clearing Account	*	485.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,564.10
City of Long Branch Clearing Account	Reimburse Clearing Account	*	31.26
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,693.60
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,360.92
City of Long Branch Payroll Agency	Payroll Dated 3/18/2011	*	254.38
City of Long Branch Payroll Agency	Payroll Dated 3/18/2011	*	3,309.72
City of Long Branch Payroll Agency	Payroll Dated 4/01/2011	*	311.00
City of Long Branch Payroll Agency	Payroll Dated 4/01/2011	*	4,049.92
Conte's Car Wash, Inc.	Car Wash Contract - March 2011	*	31.26
Fort Dearborn Life Insurance Co.	Life Insurance - April 2011	*	1.96
Horizon Blue Cross Blue Shield	Health Benefits - April 2011	*	2,443.48
Horizon Blue Cross Blue Shield	Dental Benefits - April 2011	*	109.98
Long Branch Animal Hospital	Veterinary Services - March 2011	*	835.00
Monmouth County SPCA	Animal Shelter Services - February 2011	*	1,421.11
Verizon Wireless	Cell Phone Service - Bill Dated 3/16/11 - Animal Control	*	117.86
Vision Service Plan	Vision - April 2011	*	20.32

2,083.03

TOTAL DOG

Century Office Products, Inc.	Copier Maintenance - 2/24/11-5/24/11 - UEZ	*	596.40
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,725.20
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,870.40
City of Long Branch Clearing Account	Reimburse Clearing Account	*	164.72
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,875.60
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,870.39
City of Long Branch Clearing Account	Payroll Dated 3/18/2011	*	421.40
City of Long Branch Payroll Agency	Payroll Dated 3/18/2011	*	5,449.00
City of Long Branch Payroll Agency	Payroll Dated 4/01/2011	*	421.39
Coast Hardware Co.	Payroll Dated 4/01/2011	*	5,449.00
Conte's Car Wash, Inc.	Misc. Hardware - February 2011 - Community Dev.	*	19.44
Junkin Donuts	Car Wash Contract - March 2011	*	52.10
Sfinger Sporting Goods Co.	Coffee & Donuts for CDBG Business Meeting - 3/16/11 - Community Dev.	*	42.16
	Soccer Goals - Community Dev.	*	2,300.00

21,646.58

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 111-11

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: David Ashkenazi
BLOCK: 79
LOT: 2

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

WHEREAS the application is complete.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of said guarantee

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$189.51, plus accrued interest if applicable, to

David Ashkenazi
18 Cottage Avenue
Long Branch, NJ 07740

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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12 DAY OF APRIL 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.I.C.E.

R# 112-11

RESOLUTION RELEASING GUARANTEES

PROJECT: Big Z Markets
BLOCK: 93 119
LOT: 5 & 8 1.02, 7-10

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

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

WHEREAS the City Planner has recommended the release of this escrow balance.

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

Application Escrow	\$ 3,029.45
Performance Bond Cash	\$ 3,239.47
Engineering Inspection Fees	\$ 795.36

BE IT FURTHER RESOLVED that said refund be sent to:

Big Z Markets Inc.
Attn: Michael Zimmerman, Pres.
146 West End Court
Long Branch, NJ 07740

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEELZ, 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 April 12, 2011
 IN WITNESS WHEREOF, I HAVE HERETO SIGNED MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 12th DAY OF April, 2011
Kathy L. Scheelz
 MUNICIPAL CLERK, R.M.C.

R# 113-11

RESOLUTION RELEASING GUARANTEES

PROJECT: Little Z Markets
BLOCK: 152
LOT: 1 and 2

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

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

WHEREAS the City Planner has recommended the release of this escrow balance.

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

Performance Bond Cash	\$ 2,009.44
Engineering Inspection Fees	\$ 822.24

BE IT FURTHER RESOLVED that said refund be sent to:

Big Z Markets Inc.
Attn: Michael Zimmerman, Pres.
146 West End Court
Long Branch, NJ 07740

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. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON April 12, 2011
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 13th DAY OF April, 2011
Kathy L. Schelez
 MUNICIPAL CLERK, R.M.C.

R# 114-11

RESOLUTION
AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL
GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE,
SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE

WHEREAS, the Director of Finance has informed the City Council of the need to cancel grant appropriations and grants receivable prior to year end, and

WHEREAS, the following grants are complete and the appropriation balances no longer needed to be maintained on the books and records of the City of Long Branch, and,

WHEREAS, the Director of Finance recommends that the following adjustments to the books and records of the City be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, that the adjustments, appearing on the attached page, being a permanent part hereto, are hereby made.

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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF April, 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.M.

CANCEL GRANTS 2011

	APPROPRIATION BALANCE	CANCEL APPROP.	RECEIVABLE BALANCE	CANCEL RECEIVABLE	RECEIVABLE RESULTS BALANCE AFTER CANCELOPERATION	DR / (CR) OF G.L. ACCOUNT		
09	50 UEZ SECURITY	18,501.77	18,501.77	60,817.12	18,501.77	42,315.35	0.00	1350 Y
09	80 UEZ - REDEVELOPMENT	18,662.50	18,662.50	18,662.50	18,662.50	0.00	0.00	1350 X
10	68 UEZ MARKETING 2010-8015-0530-0	127,481.27	127,481.27	166,367.50	127,481.27	38,886.23	0.00	1350 Z
08	65 UEZ FACADE ASSISTANCE	100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.00	1350 T
09	44 UEZ ADMIN 2009-2010	9,938.04	9,938.04	9,938.04	9,938.04	0.00	0.00	1350 W

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ALLOW COLONIAL LIFE INSURANCE COMPANY AND ITS REPRESENTATIVES TO SOLICIT CITY OF LONG BRANCH EMPLOYEES.

WHEREAS, Colonial Life Insurance Company offers insurance services that may be beneficial to the employees of the City of Long Branch; and

WHEREAS, the Colonial Life Insurance Company and its representatives provide a presentation to the employees of the City of Long Branch for the following insurance products:

- A. Medical Bridge and/or Hospital Indemnity Insurance;
- B. Short and Long Term Disability Insurance;
- C. Critical Illness Coverage; and

WHEREAS, the City of Long Branch takes no position as to whether or not a City employee should enroll in any of the within programs; and

WHEREAS, the City Council of the City of Long Branch believes that it is important that City employees have the opportunity to attend a presentation as to the benefits of the above mentioned insurance programs and to afford City employees the opportunity to ask questions of Colonial Life Insurance representatives; and

WHEREAS, it is understood by the Mayor and Council of the City of Long Branch that should any City employee decide to participate in any of the within programs that each City employee would be responsible for the payment of said premiums through payroll deductions.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Long Branch in the County of Monmouth and State of New Jersey, that Colonial Life Insurance Company and its representatives are authorized to make a presentation to City of Long Branch employees on a non-mandatory basis in order to provide information and solicit City employees' participation in the following:

- A. Medical Bridge and/or Hospital Indemnity Insurance.
- B. Short and Long Term Disability Insurance.
- C. Critical Illness Coverage.

BE IT FURTHER RESOLVED THAT no City employee has an obligation to attend such a presentation, however, said opportunities are being given to City employees should they desire to receive such information.

BE IT FURTHER RESOLVED THAT the presentation be scheduled at the discretion and authority of the Business Administrator of the City of Long Branch.

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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND APPLIED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 12th DAY OF April, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

MOVED: Sirianni
SECONDED: Pallone

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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

R# 116-11

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR STEPHEN J. AND EILEEN M. CHECK AT PREMISES KNOWN AS 509 PATTEN AVENUE IN THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch provided a mortgage in the amount of \$14,295.00 to Stephen J. and Eileen M. Check on January 10, 1997 which was recorded on February 5, 1997 in Mortgage Book MB-6134 at Page 900; and

WHEREAS, said lien was made under a City of Long Branch RCA program; and

WHEREAS, as pursuant to correspondence received from Tonya Medina, Housing Technician, of the Office of Community and Economic Development of the City of Long Branch, that Stephen J. and Eileen M. Check have satisfied the requirements provided to them by the RCA lien and by complying with the requirements the City of Long Branch is in a position and obligated to discharge the mortgage in the amount of \$14,295.00; and

WHEREAS, a Postponement of Mortgage was made on September 9, 1998 and was recorded on October 23, 1998 in Book RM-443 at Page 335.

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 hereby is authorized to execute the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$14,295.00, in Mortgage Book MB-6134 at Page 900.

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. 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 April 12, 2011
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 12 DAY OF APRIL, 2011
Kathy L. Schmidt
MUNICIPAL CLERK, R.M.C.