

RESOLUTIONS ADOPTED BY CITY COUNCIL JUNE 28, 2011

R199-11 RESOLUTION OF NEED FROM MUNICIPALITY (GREGORY SCHOOL)

R200-11 RESOLUTION ENDORSING THE FINDINGS OF THE TOWNSHIP PLANNER/ZONING BOARD ATTORNEY/PLANNING BOARD ATTORNEY/TOWNSHIP ATTORNEY WITH REGARD TO THE LACK OF A DENSITY BONUS FOR THE GREGORY SCHOOL REDEVELOPMENT

R201-11 RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF ASBURY PARK AND THE CITY OF LONG BRANCH FOR THE 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) LOCAL PROGRAM AWARD

R202-11 RESOLUTION CONFIRMING EXEMPTION OF ROONEY'S OCEANFRONT RESTAURANT FROM COMPLIANCE WITH DESIGN GUIDELINES AND REDEVELOPER DESIGNATION PROCESS FOR REDEVELOPMENT PROJECTS PURSUANT TO CITY ORDINANCE #2-09

R203-11 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR SUSAN M. SHOWLER AND JOHN EDWARD SHOWLER (BROTHER), AT PREMISES KNOWN AS 360 MACARTHUR AVENUE IN THE CITY OF LONG BRANCH

R204-11 RESOLUTION APPROVING VARIOUS LIQUOR LICENSE RENEWALS FOR THE 2011/2012 LICENSE TERM

R205-11 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF LONG BRANCH AND MAESTRO COMMUNITY REDEVELOPMENT CORPORATION, INC., A SUBSIDIARY FOR THE LONG BRANCH HOUSING AUTHORITY, FOR THE SALE OF THE CITY-OWNED PROPERTY KNOWN AS BLOCK 399, LOT 20.01 IN THE CITY OF LONG BRANCH

R206-11 RESOLUTION AWARDDING BID FOR ANNUAL CONTRACT FOR BULK DELIVERY OF TREATED ROCK SALT (INTERNATIONAL SALT COMPANY LLC)

R207-11 RESOLUTION AUTHORIZING CONTRACTS FOR VIDEOGRAPHY FOR SUMMER ENTERTAINMENT 2011 (CJ PRODUCTIONS & TYG PRODUCTIONS)

R208-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (YERGY MUSIC)

R209-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (THE SOLITUDE JAZZ TRIO)

R210-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (JOHNNY FEDS AND DA BLUEZ BOYZ)

R211-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (THE SARON CRENSHAW BAND)

R212-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (THE FELIX CABRERA BAND)

R213-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS" (NINE BELOW ZERO)

R214-11 RESOLUTION RELEASING STREET OPENING ESCROWS (TYREE ENVIRONMENTAL CORP.)

R215-11 RESOLUTION AUTHORIZING AUCTION OF ABANDONED VEHICLES

R216-11 RESOLUTION TERMINATING RESTRICTION ON PROPERTY KNOWN AS 670 JOLINE AVENUE IN THE CITY OF LONG BRANCH AND AUTHORIZING NORWOOD AUTO PARTS TO UTILIZE SAID PREMISES IN CONFORMITY WITH A RESOLUTION DATED SEPTEMBER 27, 2010 ADOPTED BY THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

R217-11 RESOLUTION TO REFUND OVERPAYMENT OF 2011 TAXES (BLOCK 322 LOT 3.43, BLOCK 391, LOT)

R218-11 RESOLUTION APPROVAL PAYMENT OF BILLS

R219-11 RESOLUTION APPROVING RENEWAL OF LIQUOR LICENSE HELD BY DATRE, INC. FOR THE 2010/2011 LICENSE TERM

R220-11 RESOLUTION OF THE COUNCIL OF THE CITY OF LONG BRANCH AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO A CONTRACT WITH HOWARD H WOOLLEY, JR.

R221-11 RESOLUTION APPROVING THE VARIOUS LIQUOR LICENSE RENEWALS FOR THE 2011/2012 LICENSE TERM

R222-11 RESOLUTION DESIGNATING CERTIFYING AGENTS FOR PENSION AND HOSPITALIZATION PURPOSES FOR THE CITY OF LONG BRANCH

R223-11 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT WITH LOCAL 152

FORM OF
RESOLUTION OF NEED FROM MUNICIPALITY

WHEREAS, Gregory School Urban Renewal Associates, LLC (hereinafter referred to as the "Sponsor") proposes to construct a 65 unit housing project (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirement") within the City of Long Branch hereinafter referred to as the "Municipality") on a site described as Lot 1, Block 332 as shown on the Official Assessment Map of the City of Long Branch, Monmouth County and commonly known as 7th Avenue & Joline Avenue, Long Branch, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, the Project will be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch (the "Council") that:

- (1) The Council finds and determines that the Gregory School Redevelopment, a 65 unit rental development for low income senior citizens Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council finds and determines that the Project proposed by the Sponsor meets or will meet all or part of the municipality's low and moderate income housing obligation;
- (3) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

OFFERED: Pallone
 SECOND: Billings
 AYES: 4
 NAYES: 0
 ABSENT: 1 - Celli
 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 June 28, 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 28th DAY OF June, 2011
Kathy L. Schele
 MUNICIPAL CLERK, R.N.J.

RESOLUTION NO. 200-2011
OF THE
LONG BRANCH CITY COUNCIL, MONMOUTH COUNTY,
ENDORING THE FINDINGS OF THE TOWNSHIP PLANNER/ZONING
BOARD ATTORNEY/PLANNING BOARD ATTORNEY/TOWNSHIP
ATTORNEY WITH REGARD TO THE LACK OF A DENSITY BONUS FOR
THE GREGORY SCHOOL REDEVELOPMENT

WHEREAS, Gregory School Urban Renewal Associates, LLC, (hereinafter referred to as the "Sponsor") proposes to construct a multi-family housing development for seniors (hereinafter referred to as the "Project") within the City of Long Branch (hereinafter referred to as the "Municipality") on a site described as Lot 1, Block 332 as shown on the Official Tax Assessment Map of the Municipality located in Monmouth County, New Jersey and commonly known as 7th Avenue and Joline Avenue, Long Branch, New Jersey; and

WHEREAS, all of the units in the Project will qualify as low or moderate income units (excepting the manager's apartment) under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations of the Council on Affordable Housing ("COAH"), N.J.A.C. 5:94 et seq. and N.J.A.C. 5:95 et seq. and the Uniform Housing Affordability Controls, N.J.A.C. 5:94 et seq.; and

WHEREAS, the Sponsor shall be filing an application for low income housing tax credits (the "Tax Credits") with the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") to fund the development of the Project; and

WHEREAS, a project may not be eligible for Tax Credits if it has received a density bonus; and

WHEREAS, NJHMFA requires the Sponsor to obtain a letter from a professional with knowledge concerning the approval process and density bonuses stating that the Project has not received a density bonus, which letter must be endorsed by the Township Council; and

WHEREAS, the (Township Planner/ Zoning Board Attorney/ Planning Board Attorney/ Township Attorney) has issued a letter (the "Confirmation of Density Bonus Letter"), a copy of which is attached, stating that the Project has not received a density bonus; and

WHEREAS, the City Council wishes to endorse the Confirmation of Density Bonus Letter.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby endorses the Confirmation of Density Bonus Letter.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized to sign this endorsement on behalf of the entire City Council.

_____, Mayor

City Clerk

OFFERED: Pallone
SECOND: Bullings
AYES: 4
NAYES: 0
ABSENT: 1 - Celli
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 June 28, 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 27th DAY OF June, 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

LETTER OF MUNICIPAL SUPPORT

[MUNICIPAL LETTERHEAD]

[DATE]

Debra Urban
DIRECTOR
DIVISION OF TAX CREDIT SERVICES
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
P.O. BOX 18550
TRENTON, NJ 08650-2085

RE: Gregory School Redevelopment

Dear Director:

On behalf of the City of Long Branch and Gregory School Urban Renewal Associates, LLC, it gives me great pleasure to submit this letter of support for the application for funding under the Low Income Housing Tax Credit Program for the Gregory School Redevelopment.

The proposed 65 unit affordable rental housing development for seniors will be an important asset to our community. It will serve the citizens of both the City of Long Branch and Monmouth County in its provision of safe, decent affordable housing for our seniors.

This letter shall serve to acknowledge that the requirements under Section 42(m)(1)(A)(ii) of the Internal Revenue Code, which provides the chief executive officer of the local jurisdiction within which the project is located a reasonable opportunity to comment on the project, have been satisfied.

Please feel free to contact _____, Municipal Administrator, with any questions or comments and we look forward to your funding announcements.

Very truly yours,

Mayor Schneider

(Date)

Debra Urban
Director of Tax Credit Services
New Jersey Housing and Mortgage Finance Agency
P.O. Box 18550
637 South Clinton Avenue
Trenton, NJ 08650-2085

RE: Gregory School Redevelopment
Block 332, Lot 1

Dear Ms. Urban:

I am the City Planner for the City of Long Branch and in that role have overseen the review on behalf of the municipality of the application for site plan approval filed by Gregory School Urban Renewal Associates, LLC.

I have reviewed the proposal for construction of the subject property as described in the sponsor's low income housing tax credit application to NJHMFA and have determined that the proposed project HAS NOT received a density bonus subsidy as defined as N.J.A.C. 5:80-33.2. Furthermore, this rule has not been evaded by failing to apply all or any portion of the bonus density to the low-or moderate-income units, by diverting all of any portion of the bonus density to other uses or by utilizing any other device in which all or any portion of the bonus density is not used to subsidize the low-or moderate-income housing.

If you have any questions with regard to this letter, I may be reached at 732-222-7000.

Very Truly Yours,

Carl H. Turner
On Behalf of the City of Long Branch

R# 201-11

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF ASBURY PARK AND THE CITY OF
LONG BRANCH FOR THE 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) LOCAL
PROGRAM AWARD**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Branch hereby authorizes the Mayor to sign an interlocal agreement between the Township of Neptune, the City of Asbury Park and the City of Long Branch for the 2011 Byrne Justice Assistance Grant (JAG) Local Program Award.

MOVED: Pallone
SECONDED: Billings

AYES: 4
NAYS: 0
ABSENT: 1-Celli
ASBTAIN: 0

TOWNSHIP 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 June 28, 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 29th DAY OF June, 2011
Kathy L. Schmeltz
Municipal Clerk, N.J.C.

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

KNOWN ALL BY THESE PRESENT

**INTER-LOCAL AGREEMENT
BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF
ASBURY PARK AND THE CITY OF LONG BRANCH
2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) LOCAL
PROGRAM AWARD**

This Agreement is made and entered into this ____ day of **June**, 2011 by and between

THE CITY OF ASBURY PARK, acting by and through its governing body, the City Council, with its principal office located at 1 Municipal Plaza Asbury Park, NJ 07712 hereinafter referred to as "Asbury Park;"

And

THE TOWNSHIP OF NEPTUNE, acting by and through its governing body, the Township Committee, with its principal office located at 25 Neptune Boulevard Neptune, NJ 07753 hereinafter referred to as "Neptune;"

And

THE CITY OF LONG BRANCH, acting by and through its governing body, the City Council, with its principal office located at 344 Broadway Long Branch, NJ 07740 hereinafter referred to as "Long Branch;"

All of Monmouth County, State of New Jersey:

WITNESSTH

WHEREAS, Asbury Park, Neptune and Long Branch are eligible for a *2011* **EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL PROGRAM GRANT** and agree to enter into an inter-local service agreement pursuant to N.J.S.A. 40:8A-1 et seq. for the purpose for each to share as partners in the grant, which is a total amount of \$80,606.00. Asbury Park's share of the grant will be \$46,774.00, Neptune will have a share of \$20,511.00 and the Long Branch share will be \$13,321.00. Asbury Park will accept the responsibility to apply for and to administer the grant funds.

WHEREAS, Asbury Park, Neptune and Long Branch, find that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public.

WHEREAS, Asbury Park, Neptune and Long Branch agree to abide by the general conditions as well as any special conditions set forth in the 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL PROGRAM GRANT application.

WHEREAS, Asbury Park, Neptune and Long Branch agree to rules set forth in the US Department of Justice, Office of Justice Programs, Financial Guide for Grants Management as well as abide by the purchasing laws for the State of New Jersey.

NOW THEREFORE, Asbury Park, Neptune and Long Branch agree as follows:

Section 1.

Asbury Park, Neptune and Long Branch agree to share in the total of \$80,606.00 of JAG funds. Asbury Park's share of the grant will be \$46,774.00, Neptune will have a share of \$20,511.00 and the Long Branch share will be \$13,321.00. Asbury Park will accept the responsibility to apply for and to administer the grant program funds at no cost to the partners. Periodic interest collected on the grant program funds will be added periodically to the Asbury Park share as principal.

Section 2.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 3.

Asbury Park, Neptune and Long Branch, do not intend for any additional party to obtain a right by virtue of this Agreement.

Section 4.

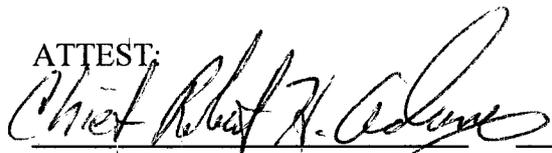
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein: further, this Agreement shall not create any rights in any party not a signatory hereto.

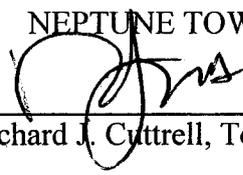
IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective, duly authorized representative and attest to by their respective Clerks as of the day, month and year first above written.

ATTEST: ASBURY PARK DATE:

Mark Kinmon, Chief of Police Steve Kay, City Clerk

ATTEST: NEPTUNE TOWNSHIP DATE:


Robert H. Adams, Chief of Police


Richard J. Cuttrell, Township Clerk

6/16/11

ATTEST: LONG BRANCH DATE:

Alphonse Muolo, Dir. of Public Safety Kathy L. Schmelz, City Clerk

THE STATE OF NEW JERSEY

KNOW ALL BY THESE PRESENT

COUNTY OF MONMOUTH

ADDENDUM – MONMOUTH COUNTY DECLINATION

**INTER-LOCAL AGREEMENT
BETWEEN THE CITY OF ASBURY PARK, THE TOWNSHIP OF
NEPTUNE, AND THE CITY OF LONG BRANCH**

**2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) LOCAL
PROGRAM AWARD**

This Addendum is made and entered into this ____ day of **June**, 2011, by

The COUNTY OF MONMOUTH, acting by and through its Administrator whose principal offices are located at the Hall of Records, Freehold, NJ 07728 has no standing or responsibility in the application for or administration of the 2011 Byrne Justice Assistance Grant (JAG) Local program.

This filing is also an acknowledgement that the County Administrator has no opposition to the attached inter-local agreement between Asbury Park, Neptune, and Long Branch filed jointly by them to apply for the program.

ATTEST:

COUNTY OF MONMOUTH DATE:

Teri O'Connor

RESOLUTION # 202-11

RESOLUTION CONFIRMING EXEMPTION OF ROONEY'S OCEANFRONT RESTAURANT FROM COMPLIANCE WITH DESIGN GUIDELINES AND REDEVELOPER DESIGNATION PROCESS FOR REDEVELOPMENT PROJECTS PURSUANT TO CITY ORDINANCE # 2-09

WHEREAS, the Oceanfront-Broadway Redevelopment Plan (the "Redevelopment Plan") sets forth the requirements for approval of redevelopment projects in the Oceanfront-Broadway Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Plan provides for the adoption of design guidelines (the "Design Guidelines") setting forth more detailed design requirements for redevelopment projects in the Redevelopment Area; and

WHEREAS, the Redevelopment Plan requires redevelopment projects to comply with Design Guidelines in order to receive approval for such project and as a condition for designation of the redeveloper of such project; and

WHEREAS, there was a lapse of a period of time between the adoption of the Redevelopment Plan and adoption of the complete set of Design Guidelines for the Redevelopment Area; and

WHEREAS, the City determined that their may be projects that received approval that were consistent with the Redevelopment Plan prior to the adoption of the complete set of Design Guidelines; and

WHEREAS, in recognition of the potential inequity of imposing requirements upon a developer of any such project who has sought and received approval for a project consistent with the Redevelopment Plan prior to the adoption of the complete set of Design Guidelines and denying such developer the full rights and benefits of redeveloper designation and status, the City adopted Ordinance #2-09, adopted March 10, 2009 (the "Ordinance"), providing for an exemption from such requirements for any such developer meeting the following five (5) conditions:

1. The Project/Proposal received formal site plan approval from either the Planning Board or Zoning Board of Adjustment; and
2. The Project/Proposal received site plan approval between May 17, 1996 (date of adoption of the Oceanfront/Broadway Master Plan) and October 22, 2002 (date of adoption of the Design Guidelines); and
3. The Project/Proposal has not received formal Redevelopment Project approval from the City of Long Branch Redevelopment Agency prior to October 22, 2002; and

4. The Project/Proposal has obtained and maintained valid Zoning/Construction permits based upon the formal Site Plan Approval; and
5. The Project/Proposal is consistent with and in compliance with the Oceanfront-Broadway Redevelopment Plan and the proposed use is permitted under the Oceanfront-Broadway Redevelopment Plan; and

WHEREAS, the owners of the properly located 100 Ocean Avenue, designated as Block 300, Lots 1 and 3, commonly known as Rooney's Oceanfront Restaurant ("Rooney's") received site plan approval for additions and renovations to the restaurant on March 20, 2001, which were consistent with the Redevelopment Plan; and

WHEREAS, Rooney's did not receive Redevelopment Agency approval prior to October 22, 2002 and Rooney's has obtained and maintained valid zoning/construction permits based upon the site plan approval for the additions and renovations to Rooney's; and

WHEREAS, based upon the above, Rooney's meets the Ordinance conditions to qualify for the exemption from meeting the full requirements of the Design Guidelines and related requirements.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Long Branch that:

1. The Property located 100 Ocean Avenue, designated as Block 300, Lots 1 and 3, is exempt from meeting any further requirements of the Redevelopment Plan or Design Guidelines, except for continued compliance with the applicable zoning regulations of the Redevelopment Plan; and

2. Based upon the completion of the improvements made to the property and described herein, the conditions determined to exist at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.

OFFERED: Pallone
 SECOND: Billings
 AYES: 4
 NAYES: 0
 ABSENT: 1-Celli
 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 June 28, 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 28th DAY OF June, 2011
Kathy L. Scheele
 MUNICIPAL CLERK, R.M.C.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR SUSAN M. SHOWLER AND JOHN EDWARD SHOWLER (BROTHER), AT PREMISES KNOWN AS 360 MACARTHUR AVENUE IN THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch provided a mortgage in the amount of \$12,548.00 to Susan M. Showler and John Edward Showler (Brother) on June 2, 1997 which was recorded on June 12, 1997 in Mortgage Book MB-6124 at Page 993; 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 Susan M. Showler and John Edward Showler (Brother) 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 \$12,548.00; and

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 \$12,548.00, in Mortgage Book MB-6124 at Page 993.

MOVED: Pallone
SECONDED: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 June 28, 2011
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Kathy L. Schmelz
MUNICIPAL CLERK, R.E.S.

R# 204-11

**RESOLUTION APPROVING THE VARIOUS
LIQUOR LICENSE RENEWALS FOR THE 2011/2012
LICENSE TERM**

WHEREAS, the Director of Public Safety, the Director of Health and the Director of Building & Development, have recommended the approval of the following liquor license:

Long Branch Liquors (inactive)	1325-33-047-008
Prime Liquors	1325-44-058-009
I.A.M.A.	1325-31-066-001

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewal for the seasonal license term of July 1, 2011 through June 30, 2012.

MOVED: Pallone
SECONDED: Billings

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

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COUNTY OF MONMOUTH
CITY OF LONG BRANCH
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CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 28th DAY OF June, 2011
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF LONG BRANCH AND MAESTRO COMMUNITY DEVELOPMENT CORPORATION, INC., A SUBSIDIARY FOR THE LONG BRANCH HOUSING AUTHORITY, FOR THE SALE OF THE CITY-OWNED PROPERTY KNOWN AS BLOCK 399, LOT 20.01 IN THE CITY OF LONG BRANCH

WHEREAS, the City of Long Branch (the "City") is the owner of property known as Block 399, Lot 20.01 on the Official Tax Map of the City of Long Branch (the "Property"); and

WHEREAS, by Resolution No. 249-10, the City was authorized to execute an Option Agreement for the sale of the Property at Block 399, Lot 20.01 to Maestro Community Development Corporation, a subsidiary of the Long Branch Housing Authority, for the purpose of completing the HOPE VI Revitalization Plan with the construction of 10 Homeownership units; and

WHEREAS, the City executed an Option Agreement with Maestro Community Development Corporation, dated September 17, 2010, for the sale of the Property at Block 399, Lot 20.01, whereby Maestro Community Development Corporation was given the option to purchase the aforesaid Property for the sum of \$ 1.00 (One Dollar and 00/100), said option being effective for a period of twelve (12) months from the date of the execution of the Option Agreement, or until September 17, 2011; and

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 June 28, 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 29th DAY OF June, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

WHEREAS, pursuant to the aforesaid Option Agreement, Maestro Community Development Corporation has given written notice to the City of its intention to exercise the option to purchase the aforesaid Property; and

WHEREAS, the parties desire to enter into a Contract of Sale for the aforesaid Property, a form of which is annexed hereto;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Mayor of the City, or his designee, be and hereby is authorized to execute and the City Clerk to attest the Contract of Sale for the Property known as Block 399, Lot 20.01, which is annexed hereto and made a part hereof.
2. That the Mayor of the City, or his designee, be and hereby is authorized to execute and the City Clerk to attest the Deed which shall effectuate the transfer of title to the Property known as Block 399, Lot 20.01, to Maestro Community Development Corporation, under the terms and conditions set forth in the afore-mentioned Contract of Sale.
3. That the City Attorney, the Mayor of the City, or his designee, and the City Clerk, be and hereby are authorized to draft and execute any additional documents that are necessary in order to close title to the Property known as Block 399, Lot 20.01, and

to effectuate the purposes of this Resolution.

4. That all other Resolutions and provisions thereof that are inconsistent with the provisions of this Resolution shall be and are hereby repealed to the extent of such inconsistency.
5. That this Resolution shall take effect immediately upon its adoption and publication in accordance with the law.

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made this ____ day of _____, 2011, by and between:

THE CITY OF LONG BRANCH, a Municipal Corporation of the State of New Jersey, with a principal office address of 344 Broadway, Long Branch, NJ 07740 (hereinafter referred to and designated as "Seller") and

MAESTRO COMMUNITY DEVELOPMENT CORPORATION, a subsidiary of the Long Branch Housing Authority, a duly organized Housing Authority, with a principal address of 2 Hope Lane, Long Branch, NJ 07740 (hereinafter referred to and designated as "Purchaser" or "Buyer")

WITNESSETH:

1. **PROPERTY SOLD.** Seller agrees to sell and transfer, and Purchaser agrees to buy, the following property:

143 Central Avenue
Long Branch, NJ
Block 399, Lot 20.01

(hereinafter referred to as the "property" or "premises"). The location and size of the property will be attached hereto as Exhibit A, when a survey is prepared, at Buyer's expense, and the same shall be amended and updated as necessary.

2. **DATE AND PLACE OF CLOSING.** Subject to the conditions set forth in the within Agreement, the closing shall occur on or before _____. The closing shall take place in the offices of the Purchaser's attorney, or at the Long Branch Housing Authority.

3. **PURCHASE PRICE.** The consideration for this sale shall be One Dollar (\$1.00) and 00/100, pursuant to the Option Agreement executed by the parties dated September 17, 2010 and Resolution No. 249-10, duly authorized by the Mayor and Council. Copies of the aforesaid Option Agreement and Resolution No. 249-10 are annexed hereto as **Schedule A**.

4. **ADJUSTMENTS.** At the closing, the following adjustments shall be made: real property taxes and utilities charges (if applicable) including, but not limited to water and

sewer. Certain municipal improvements including, but not limited to, sidewalks and sewers may result in the municipality charging property owners to pay for the said improvements. All unpaid charges (assessments) against the property, confirmed or unconfirmed, for work completed before the date of closing will be paid by the Seller at or before the closing. If the improvement is not completed before the date of the closing, then, only the Purchaser will be responsible. If the improvement is completed, but the amount of charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Purchaser (if the estimate proves to have been too low), or the Purchaser will return any excess to the Seller (if the estimate proves to have been too high). The provision of this Paragraph shall survive the closing of title.

5. TITLE, SURVEY AND PERMITTED EXCEPTIONS.

A. The within Contract and Purchase shall be contingent upon the Purchaser obtaining, from a title company licensed in the State of New Jersey, title insurance with respect to the premises, in the amount of the purchase price, insuring Purchaser's interest as good, marketable, and insurable. The preliminary title binder, which shall be ordered within fourteen (14) days of the execution of the within Contract (and which shall be updated prior to closing) shall set forth the status of title of the premises and any permitted exceptions thereof, together with true and correct copies of all instruments giving rise to such permitted exceptions.

B. If a search of the title discloses judgments, bankruptcies, or other liens/returns against the Seller or other persons/entities having names the same as or similar to that of the Seller, or the individual partners/members of the Selling entity, if applicable, the Seller, on request, shall deliver to the Purchaser, or the title insurance company, proof that the said judgments have been satisfied (or will be satisfied at closing) or sufficient affidavits showing that such judgments, bankruptcies or other liens/returns are not against the Seller, or individual partners/members thereof.

C. If exceptions appear in the commitment delivered pursuant to paragraph 5A which interfere with the Purchaser's reasonable or intended use of the premises, and/or which

the Purchaser shall furnish a copy of such objection(s) to the Seller's attorney within thirty (30) days. Thereafter, the Seller shall attempt to deliver any affidavits and/or documentary evidence required by the Purchaser's title insurance company to eliminate such exceptions appearing in the title search and commitment.

D. The premises shall be conveyed by Seller to Purchaser subject to any and all matters of record, if any, provided the same have not been violated and provided the same do not render title unmarketable, and further provided that the same do not interfere with the Purchaser's intended use of the property.

E. The Seller shall eliminate any liens or encumbrances affecting the Premises which may be removed or satisfied by the payment of a liquidated sum of money. However, in lieu of satisfying such liens or encumbrances, Seller may deposit with the title insurance company such amount of money as may be determined by said company as being sufficient to induce it to insure the Purchaser and its assigns against collection of such liens and/or encumbrances, including, interest and penalties, provided that the title insurance company will remove such liens or encumbrances as exceptions from its title policy, in which event, such liens and encumbrances shall not be objections to Seller's title.

F. Notwithstanding anything contained herein to the contrary, if the Seller cannot or will not, despite Seller's good faith efforts, convey title in accordance with the terms of this Agreement, or the Seller cannot, despite Seller's good faith efforts, eliminate/satisfy any liens/exceptions, and the Purchaser elects (at Purchaser's option) to terminate this Agreement, the Seller shall cause the deposit (if any), plus interest, to be returned to the Purchaser. If the within Agreement is canceled/terminated pursuant to this provision, the parties shall have no further liability towards the other, except that the Seller shall be required to reimburse the Purchaser for reasonable legal, title search and survey expenses, not to exceed \$2,500.00.

G. For this sale, Seller agrees to provide, and the Purchaser agrees to accept, a deed known as a Bargain and Sale Deed with Covenants against Grantors' Acts.

H. At closing, the Seller shall also provide the Purchaser with an Affidavit of Title, Ordinance Authorizing Sale, any municipal certificates required to effectuate the sale, and any other documents the Purchaser's title company may reasonably require.

I. Within 15 days of executed Contracts, the Seller shall provide the Purchaser with any relevant back title information (title binders, title policies, deeds, surveys) which may be in the possession of Seller (or its agents).

6. ASSIGNMENT. Purchaser may assign the rights to this Contract to another entity. However, such an assignment shall not alter the terms of the Contract, and such an assignment shall not extend the closing date.

7. CONDITIONS OF THE PREMISES. Subject only to those under-takings of Seller specifically set forth herein, the Purchaser agrees to accept the Premises "as is". The Seller agrees that between the date hereof and the Closing Date;

(a) the Seller shall not create, modify, cancel, extend or otherwise change in any manner any of the terms, covenants or conditions of any easements or any licenses with respect to the property, nor shall any legal action be taken in connection with the Premises, without the express prior written consent of Purchaser, which shall not be unreasonably withheld; and

(b) the Seller shall, until the time of closing, maintain and keep the premises, the buildings and improvements thereon (if any) in the same condition that exist upon the execution of this Agreement, reasonable wear and tear excepted; and

(c) the Seller represents that it is not aware of nor has it been served with any notices of violations of law or municipal ordinances, orders or requirements issued by the Department of Building, Fire, Labor, Health or other Federal, State, County, or Municipal departments having jurisdiction over or affecting the Premises.

(d) The Seller shall provide the Purchaser with any notices received at any time prior to the closing, whether oral or written, relative to violations of law or municipal ordinances, order or requirements issued by the Departments of Building, Fire, Labor, Health or

other Federal, State, County or Municipal departments having jurisdiction against or affecting the premises.

(e) The Seller shall provide the Purchaser with any notices received at any time prior to the closing, whether oral or written, from any insurance company(s) presently insuring the premises against loss relative to any violations, (potential and/or actual)/cancellations/modifications to applicable insurance coverage.

(f) To the extent any such Notices as aforesaid (7c – 7e) are received, and to the extent any of the said Notices require remedial action, the Seller shall, at its cost and expense, effectuate any such needed remedial action, provided that the cost of same is less than \$20,000.00 (Twenty Thousand Dollars). If the cost of such needed remedial action exceeds \$20,000.00, and the Purchaser refuses to accept the property in its “as is” condition (or Purchaser otherwise refuses to pay any excess), then, in that event, the Purchaser may terminate the Contract, with a full return of any deposit, plus interest. Additionally, in such an event, the Seller shall reimburse the Purchaser for its legal, search, and survey expenses – at a cap not to exceed \$2,500.00 (TWO THOUSAND FIVE HUNDRED DOLLARS).

(g) Within thirty (30) days of the execution of the within Agreement, Purchaser shall have the right, at Purchaser’s own cost, to perform a Phase I Environmental Audit, and any other type of due diligence inspection of the property. If the results are unsatisfactory to Purchaser, Purchaser shall have the right to cancel the subject Contract, and receive a return of any submitted deposit monies, plus interest.

8. SELLER'S COMPLIANCE WITH ENVIRONMENTAL LAWS

Seller represents to Purchaser that, to the best of Seller's knowledge, the premises are in full compliance with all federal, state, county, and municipal environmental laws, ordinances, rules, regulations, and requirements and that there has not been a spill or discharge of a hazardous substance or a hazardous waste at the premises. Additionally, Seller represents, to the best of its knowledge, that toxic/hazardous materials were never manufactured, discharged, dumped, or stored at the property in violation of applicable environmental laws.

A. Within 30 days of the Contracts being signed, the Seller shall provide the Purchaser with a signed Affidavit/application for a Letter of Non-Applicability form the NJDEP. Should the Purchaser be unable to secure such a Letter of Non-Applicability (based upon the contents of the aforesaid Affidavit), the Purchaser may terminate the within Contract, with a full return of any deposit monies, plus interest. Upon such termination, the parties shall have no further liability to the other.

B. Within 15 days of the Contracts being fully executed, the Seller shall provide the Purchaser with true copies of any environmental reports regarding the property (which are in the possession of Seller or its agents).

9. SELLER'S REPRESENTATIONS. The Seller covenants and represents to the best of its knowledge and belief the following:

A. That Seller has complied with all State and Federal tax laws, and that there are no delinquent taxes owed to any taxing authority.

B. There are no service or maintenance contracts affecting the property which will survive closing of title; and

C. That the property is not in a flood hazard zone.

D. To the best of Seller's knowledge, the Premises and the Seller's use do not violate of any local, state or federal environmental laws.

E. There is no litigation or governmental investigation pending, or to the knowledge of the Seller, threatened against or relating to the Seller, the property, or the transaction contemplated by the written Agreement; and

F. That there are no improvements on adjoining properties which extend across the boundaries of the subject property.

G. That there are no underground storage tanks on or under the property.

H. That there are no known assessments pending, threatened, or anticipated with regard to the subject property. Additionally, Seller shall pay and/or satisfy any sewer assessments affecting the property.

I. That the Seller shall be responsible for any farmland roll-back taxes/charges associated with the within transfer.

J. That there are no Easements, including, but not limited to, Conservation and/or Drainage Easements, running across the subject property, which would unreasonably restrict construction of the Development as generally proposed herein.

K. That the Seller shall pay any applicable Realty Transfer Fee.

L. That the Seller owns no property contiguous to the property to be transferred hereunder.

M. That the subject property is serviced by all utilities, including, but not limited to, telephone, gas, electric, cable, water and sewerage service, and that all mains are located in front of the subject property, and will not require a main extension to serve the subject premises.

N. The Seller is not a "foreign person" within the meaning of Section 1445 (f)(3) of the Internal Revenue Code of 1954, as may be amended from time to time; and

O. All of the representations, warranties and agreements set forth herein and elsewhere in this Agreement shall be true upon the execution of this Agreement, and shall be deemed to be repeated at and as of the Closing Date.

10. TENANCIES. The Seller shall deliver the premises free and clear of all tenants.

11. ZONING DEVELOPMENT CONTINGENCY. This Section is intentionally deleted.

12. CAPITAL IMPROVEMENT PROJECT. The Purchaser intends to develop the subject property as ten (10) residential Homeownership units for the purpose of completing the HOPE VI Revitalization Plan. The Seller has specifically agreed that the said improvements will be a capital improvement project, as defined in N.J.S.A. 40:55D-29 through N.J.S.A. 40:55D-31. It is the understanding of the parties that the said proposal of the Purchaser will only require an informal approval from the City of Long Branch Planning Board. For these reasons, the within Contract of Sale will not be contingent upon Purchaser obtaining zoning approval.

13. H.U.D. APPROVAL. Unless otherwise waived by the Purchaser, the within Contract shall be specifically contingent upon the Purchaser obtaining approval (for the transaction) from the United States of America, Department of Housing and Urban Development. With regard to the said paragraph, the following shall apply:

- The Purchaser represents that an approval request has already been sent to H.U.D.
- The Purchaser shall pursue such approval in good faith;
- The Purchaser shall keep the Seller's representative advised as to pertinent developments, as necessary/appropriate.

In the event such final/unappealable approval from the Department of Housing and Urban Development is not obtained, then, unless otherwise waived by the Purchaser, the within Contract may be terminated, with the full return of any submitted deposit monies.

14. EMINENT DOMAIN; DESTRUCTION OF PREMISES. If, prior to the Closing Date, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), the Seller shall notify the Purchaser, in writing, of such fact and the Purchaser shall have the option to terminate this Agreement upon written notice to the Seller, given not later than fourteen (14) days after the date

Seller notified Purchaser, in writing, of the condemnation proceedings. If this Agreement is terminated, pursuant to this subsection, the Seller shall cause any deposit to be returned to the Purchaser, plus interest. Upon such return, this Agreement shall cease and terminate and neither party shall have any further obligation or liability towards the other. If the Purchaser does not exercise this option to terminate this Agreement and instead decides to proceed with the transaction, then, in that event, there shall be a reduction in the Purchase Price to be paid by Purchaser to Seller on the Closing Date, by an amount equal to all awards for the taking by eminent domain.

15. CONDITION OF PROPERTY. Purchaser acknowledges and agrees that neither Seller nor any agent or representatives of Seller have made, and Seller is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the condition of the property (as hereinafter defined) or any part thereof. Purchaser acknowledges, agrees, and represents that prior to closing it will have had the opportunity inspect the property and all matters respecting the property and will be fully cognizant of the condition of the property prior to closing and that it has or will have had access to information and data relating to all of same, as Purchaser considers necessary, prudent, appropriate, or desirable for the purposes of this transaction prior to closing and that Purchaser and its agents and representatives will have independently inspected, examined, analyzed and appraised all of same prior to closing. Purchaser agrees to accept the property "as is", with all faults, in its current condition, subject to reasonable wear and tear, and subject to due diligence/inspection rights set forth herein. As used herein, and unless otherwise referenced, "condition of the property" means the title and physical condition thereof, including, all environmental matters, the quantity, character, fitness, and quality thereof, zoning, merchantability, fitness for particular purpose, the income, expenses, or operation thereof, the value and profitability thereof, the uses which can be made thereof, title to the property, status of any governmental approvals or permits, the buildings, structures and improvements situate thereon, the plumbing, heating, electric and ventilating

systems serving the property, and any other matter or thing whatsoever with respect thereto. Absent fraud or misrepresentation, the provisions of this paragraph will survive (i) termination, cancellation, modification, expiration, or revision of this Agreement; (ii) closing hereunder, and any future sale or other transfer of the property by the Purchaser and its successors/assigns; and are binding upon the Purchaser and its heirs, executors, successors, and assigns of the property.

16. MANSION TAX. The Purchaser shall be responsible for paying any so-called and applicable "Mansion Tax" as may be required by the State of New Jersey.

17. BROKER'S COMMISSION. The parties recognize that neither has utilized the services of a realtor/broker and therefore, at closing, there shall be no realtors commission due and owing. Additionally, the parties agree to indemnify and hold each other harmless for any misrepresentations made in this regard.

18. PURCHASER'S REMEDIES. In the event of Seller's default hereunder, Purchaser's shall be entitled to have any submitted deposit returned, plus interest, and shall be permitted to pursue any and all remedies available at law or in equity.

19. SELLER'S REMEDY. If the Seller shall be prepared to tender the appropriate Deed, Affidavit of Title and any other instruments required by this Agreement in full compliance with Seller's obligations hereunder and the Purchaser shall wrongfully fail or refuse to close title as required by the terms of this Agreement, or if the Purchaser otherwise defaults hereunder so that the Seller has the right to refuse to close title, then the Seller shall be free to avail itself to any and all remedies available at law or in equity.

20. PARTIES LIABLE. This contract is binding upon all parties who sign it and all who succeed to their respective rights and responsibilities.

21. NO RECORDATION. It is understood and agreed that this Contract shall not be recorded in the Monmouth County Clerk's Office, or elsewhere, and in the event of such recordation, Seller, at its option, shall have the right to treat such recordation as a Breach of Contract rendering the Contract null and void.

22. NOTICES. No notice, request, consent, approval, waiver or other communication under this Contract shall be effective unless the same is in writing and is mailed, by registered or certified mail, or faxed (with a confirmation of "receipt") to the parties/counsel at the address noted below:

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

James Aaron, Esq.
Ansell Grimm & Aaron PC
1500 Lawrence Avenue
CN 7807
Ocean, NJ 07712
Phone: 732-922-1000
Fax: 732-922-6161

Maestro Community Development Corp.
Attn: Tyrone Garrett, Executive Director
2 Hope Lane
PO Box 337
Long Branch, NJ 07740
Phone: 732-571-6615
Fax: 732-222-1809
E-mail: tgarrett@lbhousing.org

Michael DiMarco, Esq.
Florio Perrucci Steinhardt & Fader LLC
235 Frost Avenue
Phillipsburg, NJ 08865
Phone: (908) 454-8300
Fax: (908) 454-5827
E-mail: mdimarco@florioperrucci.com

23. APPLICABLE LAW. This Agreement and the performance hereof shall be governed, interpreted, construed, and regulated by the laws of the State of New Jersey.

24. SEVERABILITY. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall, at any time or to any

extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. INTERPRETATION. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

26. SECTION HEADINGS. The Section headings in this Agreement are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing any provision of this Agreement.

27. COMPLETED AGREEMENT. This Contract is the entire and only agreement between the Purchaser and the Seller. This Contract replaces and cancels any previous Agreements between the Purchaser and the Seller. This Contract can only be changed by an Agreement, in writing, signed by both Purchaser and Seller. The Seller states that the Seller has not made any other Contract to sell the subject property to any other entity/individual.

28. EFFECTIVE DATE OF AGREEMENT: The effective date of this Agreement is

_____.

ATTEST:

CITY OF LONG BRANCH, SELLER

Kathy L. Schmelz, Clerk

Date

By: Adam Schneider, Mayor

WITNESS:

MAESTRO COMMUNITY
DEVELOPMENT CORP., PURCHASER

Stella M. Maxwell 6-13-11
Date

By: Tyrone Garrett, Executive Director

SCHEDULE A

R# 249-10

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE OPTION AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND LONG BRANCH HOUSING AUTHORITY, AND SUBSIDIARY MAESTRO COMMUNITY REDEVELOPMENT CORPORATION, INC.

WHEREAS, the City of Long Branch is the owner of property described as Block 399, Lots 20.01 of the official Tax Map of the City of Long Branch (the "Property"); and

WHEREAS, the Long Branch Housing Authority ("Housing Authority") and its subsidiary Maestro Community Development Corporation, Inc. ("Maestro") wishes to use and obtain Title for the purpose of completing the HOPE VI Revitalization Plan with the construction of 10 Homeownership units; and

WHEREAS, the Long Branch Housing Authority and its subsidiary Maestro wishes to use and obtain title to Block 399, Lots 20.01 for the purpose of the development of the HOPE VI Homeownership Phase; and

WHEREAS, the parties will negotiate through the City Attorney's office of the City of Long Branch and counsel for the Housing Authority and subsidiary Maestro conveyance of the parcel to accomplish the needs of the Housing Authority and Maestro and the requirements of the City of Long Branch; and

WHEREAS, the Option Agreement, which is the subject of this resolution, is beneficial to the City of Long Branch's Housing element of the Fair Share Plan, as well as to the Housing Authority of the City of Long Branch, by affordable housing within the City of Long Branch.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and is the same is hereby authorized to execute the Option Agreement between the City of Long Branch, and the City of Long Branch Housing Authority and its subsidiary Maestro, pursuant to the terms of the Option Agreement, which is annexed hereto and made a part thereof, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch, be and is hereby authorized to execute any documents necessary to meet the intent and purpose of this Resolution.

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. 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
REGULAR MEETING HELD ON September 14, 2010
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 14th DAY OF Sept, 2010
Kathy L. Schmell
MUNICIPAL CLERK, R.M.C.

OPTION AGREEMENT

This Option Agreement is dated this 17th day of September, 2010, by and between the City of Long Branch, New Jersey ("Owner") and Maestro Community Development Corporation, or its nominee ("Holder").

WITNESSETH:

For One Dollar (\$1.00) ("Option Payment") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner grants unto Holder an exclusive option to purchase those premises, together with all buildings, improvements, hereditaments and appurtenances thereto, located at and known as Block 399, Lot 20.01, located in the City of Long Branch, New Jersey (collectively the "Property"). This option shall be effective for a period of twelve (12) months from the date first written above (the "Option Period"), and may be exercised by delivery to Owner of Holder's written notice of exercise at any time on or before the expiration of the Option Period. Until Holder has exercised the option by delivering such notice, Holder shall have no obligation to purchase the Property.

Owner agrees that during the Option Period, Owner shall not create or consent to the creation of any liens or encumbrances against the Property, or enter into any other options, agreements of sale or leases with respect to the Property or any portion thereof, or hold out for sale to others the Property or any portion thereof. Further, during the Option Period, Holder shall have the right, upon twenty-four hours prior notice to Owner, to come on to the Property to conduct such inspections and tests as Holder reasonably deems necessary for its purposes, and, in addition, Holder may file with respect to the Property any such applications pertaining to financial assistance from governmental authorities or other lenders, as well as applications for zoning, site plan and other developmental approvals, as Holder deems necessary or desirable.

Upon Holder's delivery of the option exercise notice described above, there shall be deemed to have been created an agreement of sale between the parties whereby Owner agrees to sell and Holder agrees to purchase the Property upon the following terms and conditions:

(1) The purchase price for the Property shall be \$1.00. The Option Payment shall be credited against the purchase price at settlement.

(2) Settlement for the Property shall be held at such time and place in the City of Long Branch, New Jersey or at such other location as reasonably acceptable to the parties, as Holder may select and specify in its notice of exercise, but no earlier than 15 days and no later than 90 days from the date of Holder's notice of exercise of the option.

(3) At settlement, Owner shall convey to Holder, by bargain and sale deed with covenants against grantor's acts in usual and recordable form, good and marketable fee simple title to the Property, insurable by Holder's title insurer at regular rates, free and clear of all liens and encumbrances, delinquent taxes, leases and other rights of occupancy, easements and restrictions and

other title company objections and exceptions, other than any easements or restrictions as may be specifically consented to, in writing, by Holder. In connection with such conveyance, Owner agrees to sign and deliver to Holder or Holder's title insurer such evidence of Owner's authority to convey the Property, title affidavits, non-foreign person affidavits and such other documents as Holder or its title insurer may reasonably request. Owner covenants that the Property at settlement will be free and clear of any mortgages, delinquent tax liens, judgments or other liens, but if such is not the case, Holder shall have the right to deduct from the purchase price set forth above such amounts as are necessary to satisfy any and all of such liens.

(4) The Property shall be delivered to Holder at settlement vacant and free and clear of any leases, licenses and other rights of occupancy. Any buildings on the Property shall be delivered in broom clean condition and the keys to such buildings shall be delivered to Holder at settlement.

(5) Owner and Holder shall prorate as of the date of settlement all real estate taxes, water and sewer rents and any other utility charges that may constitute a lien against the Property. Holder shall pay all applicable real estate transfer and deed recording taxes in connection with the sale of the Property by Owner to Holder.

Owner and Holder each represents and warrants to the other that it has not engaged any real estate broker or agent in connection with the sale and purchase of the Property, such representation and warranty to survive settlement.

Owner represents that the person(s) signing this Agreement as "Owner" include(s) every person who possesses an ownership interest in the Property or who will be a necessary party to convey clear title to the Property.

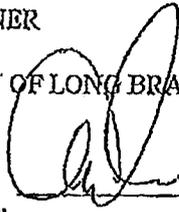
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner and Holder have caused this Agreement to be duly signed and delivered on the day and year first above written.

OWNER

CITY OF LONG BRANCH, NEW JERSEY

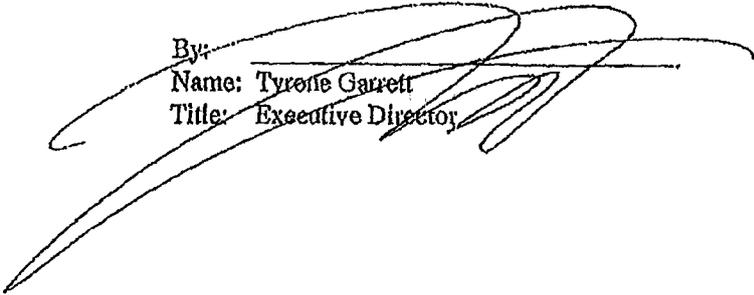
By: _____
Name:
Title:



HOLDER:

MAESTRO COMMUNITY DEVELOPMENT
CORPORATION

By: _____
Name: Tyrone Garrett
Title: Executive Director



R# 206-11

RESOLUTION AWARDING BID
FOR ANNUAL CONTRACT FOR
BULK DELIVERY OF TREATED ROCK SALT

WHEREAS, the City of Long Branch advertised to receive bids on June 21, 2011, for an annual contract for bulk delivery of treated rock salt, to be utilized by the Department of Public Works for ice control on streets and roadways, and the following bids were received

International Salt Company LLC \$ 85.89 Per Ton
Cargill Deicing Technology \$ 87.59 Per Ton

WHEREAS, the bid documents were reviewed by the Purchasing Agent and found to be in order, and it is the recommendation of the Public Works Director that the bid be awarded to International Salt Company LLC as the lowest bidder; and

WHEREAS, this contract is awarded as an open-ended contract for product ordered on an as-needed basis, and during the contract year certification of funds will be provided by issuance of purchase orders prior to placement of each order, and subject to availability of funds.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, that an open-ended contract for up to fourteen hundred (1400) tons of treated rock salt at \$ 85.89 per ton be awarded to International Salt Company LLC in accordance with the bid specifications and proposal.

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

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 June 28, 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 28th DAY OF June, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, N.J.C.

**CITY OF LONG BRANCH
PROPOSAL FORM**

INTERNATIONAL SALT COMPANY, LLC
BIDDER'S NAME

BID PRICE PER TON FOR BULK DELIVERY OF
AGRICULTURALLY TREATED SALT
(FOB LONG BRANCH) PER ATTACHED SPECIFICATIONS

\$ 85.89
BID PRICE PER TON

Eighty-five dollars and eighty-nine cents per ton
BID PRICE PER TON IN WORDS

AMOUNT OF THE BID BOND IS TO BE CALCULATED AS THE HIGHEST ESTIMATED QUANTITY AT
THE BIDDER'S PRICE PER TON.

Port of Patillos, Chile
POINT OF ORIGIN OF PRODUCT

Port Newark, New Jersey
LOCATION FROM WHICH TREATED SALT WILL BE SHIPPED

DELIVERY

Bidder MUST indicate the delivery time from placement of order.

Treated salt will be delivered within 72 hours of time of placement of order.

R# 207-11

RESOLUTION AUTHORIZING CONTRACTS
FOR VIDEOGRAPHY FOR SUMMER
ENTERTAINMENT 2011

WHEREAS, the City of Long Branch wishes to procure videography services for musical performances;
and

WHEREAS, in accordance with NJSA 40A11: 11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids: and

WHEREAS, the City's Office of Community Development staff has negotiated with companies to provide videography services for musical performances and it is their recommendation that it is in the City's best interest to enter into contracts as detailed below: and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for these contracts in the following appropriation H-02-034-255 - \$ 6,950.00 H-02-035-202 - \$ 400.00 H-02-035-255 - \$ 800.00 T-14-100-096 - \$ 400.00 for a sum not to exceed \$ 8,550.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize the following contracts:

C.J. Productions for videography services on June 19, 28, July 10, 12, 19, 21, 28, 31 August 14, 25, 28, 2011 for a sum not to exceed \$ 4,400.00

TYG Productions for videography services on June 30 July 4, 7, 16, 26 August 4, 18, 20, 21, 27, 2011 For a sum not to exceed \$ 4,150.00

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

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 THIS FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON June 28, 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 24th DAY OF June, 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:

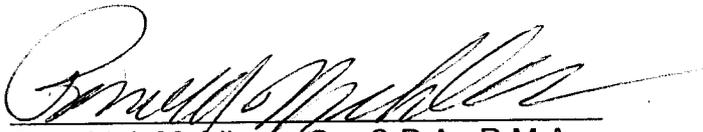
VIDEOGRAPHY FOR VARIOUS SUMMER ENTERTAINMENT EVENTS

Said contract being made as follows:

TYG PRODUCTION	\$ 4,150.00
C.J. PRODUCTIONS	\$ 4,400.00

Said funds being available in the form of:

HUD TRUST FUND	
H-02-034-255	\$ 6,950.00
H-02-035-202	\$ 400.00
H-02-035-255	\$ 800.00
TRUST FUND	
T-14-100-096	\$ 400.00



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

6/22/11
Date

INFORMAL QUOTES FORM

Awarded to: TYG Productions

Signed: 

Department: OCED/ UEZ

Date: June 12, 2011

Item: Videography Service

Vendor #1:

TYG Productions	821 Dunleavy St., A.P., NJ 07712	\$400/\$500
Name	Address	Unit Price
732-567-1448	Bruce	
Telephone	Contact	

Delivery Time Shipping Charges

Vendor #2:

C.J. Productions	200 Westminister Pl., Lodi, NJ 07644	\$400/ \$525
Name	Address	Unit Price
908-614-3623	C. Davis/ Keith Taylor	
Telephone	Contact	

Delivery Time Shipping Charges

Vendor #3:

C. D. Productions	601 Bangs Ave., A.P., NJ 07712	\$450/\$525
Name	Address	Unit Price
732-927-5259	Carlton Davis	
Telephone	Contact	

Delivery Time Shipping Charges

C. J. Productions

**PROFESSIONAL
VIDEOGRAPHY
CONTRACT**

TERMS & CONDITIONS

The following terms and conditions constitute this order for video services.

It will be understood that all original video footage remains the property of the Office of Community and Economic Development, City of Long Branch, and C. J. Productions with written permission from the OCED, City of Long Branch. A completed tape will be delivered within 30 days of the shoot, and payment from the City of Long Branch will be expected at such time. C. J. Productions may use the tape for advertising, displays, promotions and other such uses with written permission from the Director of Community and Economic Development or authorized official of the City of Long Branch. N.J.

LIMITS OF LIABILITY

Although care will be taken with the video media, C. J. Productions restricts any liability for loss, damage or failure to deliver said media for any reason. However, compensation is not expected in such cases and a written explanation will be given for failure to present the product.

DELIVERABLE QUALITY

The customer has been shown photo and video samples, and has agreed to the "style of compositions", and "quality" of the items to be acceptable representations to what will be delivered.

The working environment has a major impact on the "quality" and "Coverage" of the final results. The use of acceptable lighting, sufficient time to setup and do the work, and the cooperation of others help to effect a quality deliverable. C. J. Productions will ensure the greatest possible effort to give the highest quality in the final product.

ALL VIDEOGRAPHY IS DONE ON A PROFESSIONAL BASIS.

ALL TERMS AND CONDITIONS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE PURCHASER AND VENDOR SERVICE.

VIDEO PACKAGES REQUEST INFORMATION WILL BE AVAILABLE UPON REQUEST.

R# 208-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR "SUMMER ENTERTAINMENT PROGRAMS"**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with William Farley, to provide a musical performance by "Yergy Music" on July 31, 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 William Farley 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 Recreation Donations, Special Events, Appropriation # T-14-100-096 in the amount of \$ 1,200.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with William Farley, for a musical performance by "Yergy Music" on July 31, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 1,200.00

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>Pallone</u>
SECOND:	<u>Billings</u>
AYES:	<u>4</u>
NAYES:	<u>0</u>
ABSENT:	<u>1-Celli</u>
ABSTAIN:	<u>0</u>

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 June 28, 2011
IN WITNESS WHEREOF, I HAVE HEREON SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF June, 2011
Kathy L. Schemelz
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:

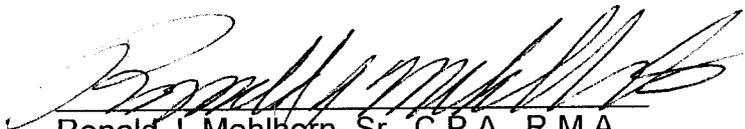
**CONTRAT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT PROGRAM**

Said contract being made as follows:

WILLIAM FARLEY **\$ 1,200.00**

Said funds being available in the form of:

**2011 BUDGET
RECREATION DONATIONS, SPECIAL EVENTS
APPRO. # T-14-100-096** **\$ 1,200.00**


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

Date

ENTERTAINMENT AGREEMENT

Agreement made this 8th Day of June 2011, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **William Farley DBA Yergy Music and Production Corporation**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Park

ADDRESS: Third Avenue and Union Avenue
Long Branch, NJ

CONTACT: William Farley, Jr.
21 Chelsea Road.
Jackson, NJ 08527

DATE: July 31, 2011
Rain or shine

TIME: 3:00 PM to 5:00 PM

COMPENSATION: \$1,200 (Payable Day of Performance)
Check payable to William Farley/ Yergy Music

PRODUCTION: Gospel Music Concert.

TERMS AND CONDITIONS

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

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

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Yergy Music/ Truth and Love Chorus

By:

Purchaser Representative
Mayor Adam Schneider
Date:

By:

Artist Representative
William Farley Jr.
Date:

June 9, 2011

R# 209-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR "SUMMER ENTERTAINMENT PROGRAMS"**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Terrance Burns, to provide a musical performance by "The Solitude Jazz Trio" on July 26, 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 Terrance Burns 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 Community Development, Youth Activities, Appropriation # H-02-035-255 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 Terrance Burns, for a musical performance by "The Solitude Trio" on July 26, 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: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 June 28, 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 28th DAY OF June, 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:

**CONTRAT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT PROGRAM**

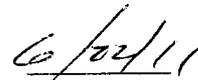
Said contract being made as follows:

TERRANCE BURNS	\$ 2,500.00
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Said funds being available in the form of:

2011 BUDGET COMMUNITY DEVELOPMENT, YOUTH ACTIVITIES APPRO. # H-02-035-255	\$ 2,500.00
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Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer


Date

ENTERTAINMENT AGREEMENT

Agreement made this 16th Day of May 2011, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and **Solitude Trio**, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Broadway Band Shell

ADDRESS: Broadway and Third Avenue
Long Branch, NJ

CONTACT: c/o KTR/ Terry Burrus
511 6th Avenue.
Suite 217,
New York, New York 10011

DATE: Tuesday, July 26, 2011
Rain or shine

TIME: 7:00 PM

COMPENSATION: \$2,500 (Payable Day of Performance)
Check payable to ~~KTR/ Terry Burrus~~ TERRANCE BURRUS

PRODUCTION: Rhythm and Blues Performance for one hour and thirty minutes

TERMS AND CONDITIONS

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

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

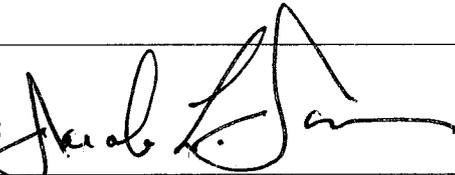
IN WITNESS WHEREOF the parties have executed this Agreement.

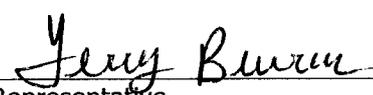
AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST: Solitude Trio and two Singers

c/o KTR/ Terry Burrus

By: 
 Purchaser Representative
 Jacob L. Jones, Director OCED
 Date: May 18, 2011

By: 
 Artist Representative
 KTR/ Terry Burrus
 Date: June 6, 2011

" Please make check
 payable to
 Terrance Burrus "

R# 210-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR "SUMMER ENTERTAINMENT PROGRAMS"**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with John Fedorico to provide a musical performance by "Johnny Feds and Da Bluez Boyz" on July 31, 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 John Fedorico 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 Office of the Administrator, Special Events, Appropriation # 1-01-012-801 **in the amount of \$ 700.00**

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with John Fedorico, for a musical performance by "Johnny Feds and Da Bluez Boyz" on July 31, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 700.00

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

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

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

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: J-Celli
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 June 28, 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 29th DAY OF June, 2011

Kathy L. Schmez
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:

**CONTRAT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT PROGRAM**

Said contract being made as follows:

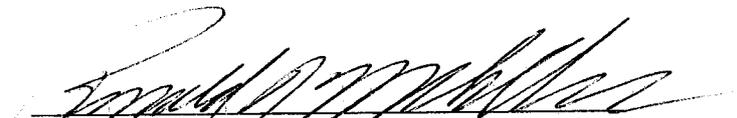
JOHN FEDORICO

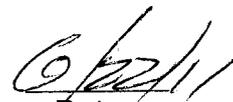
\$ 700.00

Said funds being available in the form of:

**2011 BUDGET
OFFICE OF THE ADMINISTRATOR
APPRO. # 1-01-012-801**

\$ 700.00


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


Date

**Johnny Feds and Da Bluez Boyz
Yonkers N.Y.**

DEAR BARRY

On **JULY 31, 2011** Johnny Feds and Da Bluez Boyz agrees to perform at the "Long Branch Blues by The Beach Series" at West End Park at the corner of Brighton and Ocean Aves., Long Branch, N.J.. Your set is scheduled from **7:00pm to 8:30pm**. **One set, please do not take any brakes.** Check in with the stage manager 1 hour prior to performance is mandatory. The City of Long Branch/Jersey Shore Jazz & Blues Foundation agrees to pay performer(s) **\$700⁰⁰** by check the day of the performance. The Jersey Shore Jazz & Blues Foundation/City of Long Branch reserves the right to photograph, videotape, and/or record performances at the festival in its entirety or an edited version for promotional, fund-raising or publicity purposes.

These materials will not be used for any commercial purposes without the written consent from the performer(s). The Jersey Shore Jazz & Blues Foundation/City of Long Branch will not be responsible for any personal injury or loss/damage of personal property. I am 18 years or older and legally capable of signing this release form.

Band/Performer JOHNNY FEDS & DA BLUEZ BOYZ Date 6/30/11

Name Check should be written

to: JOHN FEDERICO

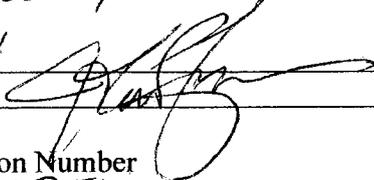
Address 118 FIRST ST

Phone: 914-557-3916

YONKERS NEW YORK

City / State /

Zip 10704

Signature 

S.S. # / Tax Identification Number

006-52-0056

Please return, with a copy of your stage plot by April 15, 2011 to:

Jersey Shore Jazz & Blues Foundation/Long Branch Blues By the Beach Series

c/o Nicky Coppola

530 Riverwood Ave

Point Pleasant, NJ 08742

Phone: (732)644-4334

Adam Schneider, Mayor

R# 211-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR "SUMMER ENTERTAINMENT PROGRAMS"**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Xiaofen Zhang to provide a musical performance by "The SaRon Crenshaw Band" on July 17, 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 Xiaofen Zhang 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 \$ 1,300.000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with Xiaofen Zhang, for a musical performance by "The SaRon Crenshaw Band" on July 17, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 1,300.00

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

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

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

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: T-Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, TERRY 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 June 28, 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 28th DAY OF June, 2011
Terry 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:

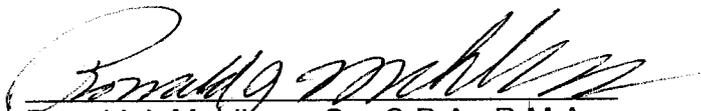
**CONTRACT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT PROGRAM**

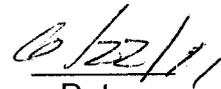
Said contract being made as follows:

XIAOFEN ZHANG **\$ 1,300.00**

Said funds being available in the form of:

**2011 BUDGET
OFFICE OF THE ADMINISTRATOR
APPRO. # 1-01-012-801** **\$ 1,300.00**


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


Date

Musician Engagement Contract

This contract is for the personal services of musicians on the engagement described below is made this _____ day of _____ between the undersigned purchaser of music (herein called purchaser) and the undersigned musician or musicians.

Name and address of place of engagement:

West End Park
Long Branch, NJ

Date of engagement and time of performance:

July 17, 2011
7 p.m. – 8:30 p.m.

Type of engagement:

Live Entertainment. The band plays one and half hours with no break. City of Long Branch provide PA sound system.

Compensation agreed upon:

\$1300, check payable to **Xiaofen Zhang**

The agreement of the musicians to perform is binding, except proof is given of sickness, accidents, riots, strikes, acts of God or any other legitimate condition beyond their control.

Purchaser: City of Long Branch

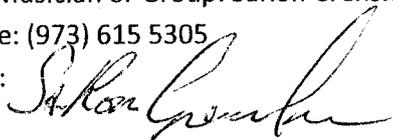
Address: City Hall, 244 Broadway, Long Branch, NJ 07740

Signature:

Name of Musician or Group: SaRon Crenshaw Band

Telephone: (973) 615 5305

Signature:



R# 212-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR "SUMMER ENTERTAINMENT PROGRAMS"**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Felix Cabrera to provide a musical performance by "The Felix Cabrera Band" on August 14, 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 Felix Cabrera 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 \$ 900.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with Felix Cabrera, for a musical performance by "The Felix Cabrera Band" on August 14, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 900.00

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

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

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

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 THIS INSTRUMENT TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON June 28, 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 29th DAY OF June, 2011
Kathy L. Schmele
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:

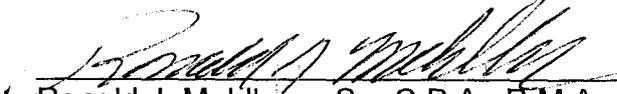
**CONTRACT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT PROGRAM**

Said contract being made as follows:

FELIX CABRERA	\$ 900.00
----------------------	------------------

Said funds being available in the form of:

2011 BUDGET OFFICE OF THE ADMINISTRATOR APPRO. # 1-01-012-801	\$ 900.00
--	------------------


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

6/22/11
Date

Contract

Between the City of Long Branch New Jersey (Barry Stein, Procurer) and the Felix Cabrera Band (Felix Cabrera) for performing on Sunday, August 14th at West End Park in the city of Long Branch, commencing at 7pm until 8:30pm.

The band will be paid \$900 for their services.

Sound system will be supplied by the City of Long Branch.

For the city of Long Branch

Adam Schneider, MAYOR

For Felix Cabrera Band



May 31, 2011.

R# 213-11

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR "SUMMER ENTERTAINMENT PROGRAMS"**

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Andrew Bolognini to provide a musical performance by "Nine Below Zero" on August 7, 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 Andrew Bolognini 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 \$ 700.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes a contract with Andrew Bolognini, for a musical performance by "Nine Below Zero" on August 7, 2011, in accordance with the contract annexed hereto, for a sum not to exceed \$ 700.00

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

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

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

OFFERED: Pallone
SECOND: Billings
AYES: 5
NAYES: 0
ABSENT: 1- Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEWZ, 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 June 28, 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 29th DAY OF June, 2011
Kathy L. Schewz
MUNICIPAL CLERK, R.M.C.

The City of Long Branch and Andrew Bolognini (DBA Nine Below Zero) hereby enter into a binding agreement for a performance by Nine Below Zero on 08-7-2011, from 7P to 9P.

The City of Long Branch will make a check payable to Andrew Bolognini in the amount of \$700 for said performance payable upon completion of the performance.

Vendor

X Andrew J. Bolognini

City of Long Branch

X _____

Date: 6/3/11

Date: _____

R# 214-11

RESOLUTION RELEASING STREET OPENING ESCROWS

WHEREAS Tyree Environmental Corp, posted a License and /or Permit Bond, in the amount of \$5,000.00 along with a cash bond of \$500.00 to secure a street opening permit through the Department of Public Works, and,

WHEREAS the applicant has requested the release of said bond.

WHEREAS the Director of Public Works has approved the release of said bond, and,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the License and / or Permit Bond, # K08408415, dated May 11, 2010, in the amount of \$5,000.00 written by Fidelity and Deposit Company of Maryland, is hereby released.

BE IT FURTHER RESOLVED that the Director of Finance is hereby authorized to refund the cash portion of the security deposit, in the amount of \$500.00, plus accrued interest if applicable, to:

Tyree Environmental Corp.
2702 Comde; Drive, Suite 7
Cinnaminison, NJ 08077

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

OFFERED: Pallone
SECOND: Billings
AYES: H
NAYES: 0
ABSENT: 1 - Celli
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 June 28, 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 29th DAY OF June, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 215-11

RESOLUTION AUTHORIZING AUCTION OF ABANDONED VEHICLES

WHEREAS, the procedure for disposition of abandoned vehicles in the possession of a municipality is set forth in N.J.S.A. 39:10A-1 provides that when such vehicles remain unclaimed by the owner for a period of 30 days, they may be sold at auction in a public place. The public agency must give notice of the sale by certified mail, to the owner, if his name and address are known as to the holder of any security interest filed with the director of the Division of Motor Vehicles and by publication at least seven (7) days before the date of the sale, in a newspaper published in the state and circulating in the municipality in which the motor vehicle auction is held; and

WHEREAS, the traffic safety officer of the City has requested that the vehicles listed on the attached sheet be auctioned and that proper notice of the sale is advertised as required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on **FRIDAY, JULY 8TH AT** at Long Branch City Hall, 344 Broadway, 2nd Floor, Long Branch, NJ.

BE IT FURTHER RESOLVED, that the prospective bidders be advised that the vehicles to be auctioned can be viewed at the location listed between the hours of 9 a.m. and 4 p.m., Monday through Friday prior to auction date.

Below is a list of abandoned vehicles:

- 1) 1996 Hyundai Elantra Vin #KMHJF34M9TU192089
- 2) 1999 Pontiac Grand Am Vin #1G2NE12E6XM833959
- 3) 2004 Chrysler PT Cruiser Vin #3C4FY48BX4T293561

The above listed vehicles may be viewed at Damiano's, 225 West Avenue, Long Branch, NJ 07740.

MOVED: *Pallone*
SECONDED: *Billings*
AYES: *4*
NAYS: *0*
ABSENT: *1-Celli*
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 *June 28, 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 *28* DAY OF *June*, 20*11*
Kathy L. Schmeltz
MUNICIPAL CLERK, R.E.C.



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

To: Kathy Schemlz
City Clerks Office

June 23,2011

From: P.O. Cesare Simonelli
Traffic Safety

Ref: Abandoned Vehicle Auction

Kathy,

Here is a list of the abandoned vehicles that Damiano currently has in the impound yard. We have the paperwork to auction these vehicles off at this time. I have listed the vehicles below.

Collision Repair By Damiano

- 1.) 1996 Hyundai Elantra Vin# KMHJF34M9TU192089
- 2.) 1999 Pontiac Grand Am Vin# 1G2NE12E6XM833959
- 3.) 2004 Chrysler PT Cruiser Vin# 3C4FY48BX4T293561

Respectfully Submitted,
P.O. Cesare Simonelli #298
Ptl. C. Simonelli #298
Traffic Safety Division

R# 216-11

**RESOLUTION TERMINATING RESTRICTION ON PROPERTY KNOWN AS 670
JOLINE AVENUE IN THE CITY OF LONG BRANCH AND AUTHORIZING
NORWOOD AUTO PARTS TO UTILIZE SAID PREMISES IN CONFORMITY WITH
A RESOLUTION DATED SEPTEMBER 27, 2010 ADOPTED BY THE LONG
BRANCH ZONING BOARD OF ADJUSTMENT**

WHEREAS, Sam Glen, Inc. is the current owner of premises known as Block 342, Lots 8, 9, 10 and 24.02 also known as 670 Joline Avenue within the City of Long Branch; and

WHEREAS, Sam Glen, Inc. applied for a use variance to the Long Branch Zoning Board of Adjustment in order to utilize the property as a wholesale and retail auto parts establishment; and

WHEREAS, the premises, prior to conveyance to Sam Glen, Inc., was owned by the Knights of Columbus; and

WHEREAS, in addition, the Zoning Board of Adjustment approved a Preliminary and Final Site Plan for the site (copies of the Zoning Board of Adjustment Resolutions as to the use variance are annexed hereto as Exhibit A and the site plan approval as Exhibit B); and

WHEREAS, a title search of the property revealed that the City of Long Branch via Deed dated the 24th of September 1964, conveyed the subject premises for the amount of \$200.00 to 335 Corporation, a corporation of the State of New Jersey; and

WHEREAS, the Deed contained the following restriction: Subject, further, to the covenant, restriction and term that the lands and premises hereinabove described and any buildings which may be erected or constructed thereon shall not be used for any duplex or multi-family residential purposes, nor for any commercial

business, trade or manufacturing purposes. Said covenant, restriction and term shall run with the land and be binding upon the grantee, its successors and assigns; and

WHEREAS, said deed restriction was placed on the property forty-seven (47) years ago; and

WHEREAS, the neighborhoods have changed since that time; and

WHEREAS, the Zoning Board of Adjustment has approved a variance to allow a wholesale and retail use on the property; and

WHEREAS, the interests of the City of Long Branch and its residents would be served to allow the use approved by the Zoning Board of Adjustment to exist on the subject property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the deed restriction contained in a Deed from the City of Long Branch to 335 Corporation as executed on the 24th day of September, 1964 and entered in Deed Book 3356-221 recorded September 29, 1964 subject, further, to the covenant, restriction and term that the lands and premises hereinabove described and any buildings which may be erected or constructed thereon shall not be used for any duplex or multi-family residential purposes, nor for any commercial business, trade or manufacturing purposes. Said covenant, restriction and term shall run with the land and be binding upon the grantee, its successors and assigns, be and the same is hereby terminated.

BE IT FURTHER REVOLVED, that a copy of this Resolution shall be provided to John DeNoia, Esquire, attorney for Sam Glen, Inc., the current property owner.

BE IT FURTHER RESOLVED that a copy of this Resolution be filed with the Monmouth County Clerk's Office.

BE IT FURTHER RESOLVED that the Mayor of the City of Long Branch be and the same is hereby authorized to execute any further documents deemed necessary by any title company to effectuate the within Resolution.

MOVED: Pallone
SECONDED: Billings
AND ADOPTED UPON THE FOLLOWING VOTE CALL:
AYES: 3
NAYES: 0
ABSENT: 1-Celli
ABSTAIN: Siranni

F:\USERS\Commercial Litigation Municipal Law\Long Branch\Resolutions\2011\Termination of the Business Wharf.doc

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 June 28, 2011
WHEREOF I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF June 2011
Kathy L. Schemel

R# 217-11

**RESOLUTION TO REFUND
OVERPAYMENT OF
2011 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2011 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2011 taxes in the amount of \$1,000.19.

BLOCK	LOT	NAME	AMOUNT
322	3.43	Myers, Norah 205 N 6 th Ave., Unit 4 Long Branch, NJ 07740	325.81
391	1	Laws, Pauline B. 219 Liberty Street Long Branch, NJ 07740	674.38

OFFERED: Pallone
SECOND: Billings
AYES: 4
NAYES: 0
ABSENT: 1-Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RENE L. SCHRELL, 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 June 28, 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 29th DAY OF June 2011
René L. Schrell
MUNICIPAL CLERK, R.E.

R# 218-11

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: Bastelli

SECONDED: Billings

AYES: 3

NAYES: 0

ABSENT: 1-Celli

ABSTAIN: 0

Recuse: 1-Pallone
from Blue Ridge Heating &
Cooling & Dependable
Movers

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on June 28, 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 29th day of June, 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 June 28, 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 - July 2011	8,502.00
A T & T	Utilities - Telephone - Bills Dated 5/21-5/31/2011 - Various Locations	1,525.97
Action Flag Co.	American Flags - Recreation Dept.	93.00
Adams Fire Protection	Misc. Equipment - Fire Dept.	114.00
Alexander Hamilton	Employee Problem Solver - Summer 2011 - Administration	26.50
Alfred T. Sico	Fire Chief Honorarium - Fire Dept.	3,500.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - May 2011	14,109.90
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - May 2011	11.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer - May 2011	2,500.00
Atlantic Detroit Diesel-Allison, LLC.	Transmission for OEM Vehicle - DPW	1,888.00
Atlantic Irrigation Specialties, Inc.	Materials to Install Parking Meters - DPW	50.91
Atlantic Plumbing Supply Corp.	Plumbing Materials - DPW	44.36
Atlantic Tactical of New Jersey, Inc.	Ammunition for Police Dept.	4,028.20
Auto Parts	Misc. Automotive Parts - March & April 2011 - DPW / Fire Dept.	410.95
Auto Zone	Misc. Automotive Parts - March & April 2011 - DPW / Fire Dept.	5,620.25
B & H Photo	Camera Equipment - IT-Administration	165.87
Barry Stein	Cell Phone Allowance - May & June 2011 - Administration	80.00
Beverly Baxter	Ceramic Instruction - April 2011 - Senior Affairs	987.50
Blue Ridge Heating & Cooling	Dis-Assemble & Re-Assemble Refrigeration Unit for Rainbow Liquors - Community Dev.	9,060.00
B-Street Band	Musical Performance - The B-Street Band - 6/16/2011 - Administration	3,000.00
Builders' General Supply Co.	Various Building Materials - DPW	1,043.92
Bullet Lock & Safe Co.	Misc. Keys/Locks - March & April 2011 - Recreation Dept. / DPW	591.95
BW Consultants	Alert Notifier Software - Fire Dept.	225.00
Carl F. Jennings	Cell Phone Allowance - April / June 2011 - Recreation Dept.	120.00
Central Jersey Starter & Alternator, Inc.	Rebuild Alternators - Various Vehicles - DPW	835.00
Central Poly-Bag Corp.	Poly Liners - DPW	9,420.00
Century Office Products, Inc.	Copier Maintenance - May / August 2011 - Various Depts.	1,144.70
Charles E. Lambert	Musical Performance - The Chuck Lambert Band - 6/19/2011 - Administration	650.00
Cherry Valley Tractor Sales, Inc.	Misc. Parts - PW #101 - DPW	70.79
City of Long Branch Clearing Account	Reimburse Clearing Account	150,580.96
City of Long Branch Clearing Account	Reimburse Clearing Account	16,620.90
City of Long Branch Clearing Account	Reimburse Clearing Account	2,208.33
City of Long Branch Clearing Account	Reimburse Clearing Account	59,639.45
City of Long Branch Clearing Account	Reimburse Clearing Account	129,852.99

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Storr Tractor Co.	Misc. Parts - PW T-1 - DPW	120.80
Talco Business Systems	Contract Renewal for Cash Register in Records Dept. - 7/24/11-7/24/12 - Police Dept.	168.00
Thomson West	(2) NJ Stat 2011 Pocket Parts - Administration / City Clerk's Office	625.00
Tim McLoone / McLoone Management	Musical Performance - Tim McLoone & The Shirley's - 6/23/2011 - Administration	2,500.00
Tony's Tomato Pies	Catering for Ipoet Series - 6/11/11 - L.B. Arts Council	250.00
Trans Experts. LLC.	Rebuild Transmission - PD #39 - DPW	2,000.00
Treasurer, State of New Jersey - Div. Of Revenue	New Jersey Dept. of Environmental Protection Regulation - DPW	9,000.00
Treasurer, State of New Jersey - Div. Of Revenue	NJ Dept. of Environmental Protection - Hazardous Waste Compliance Monitoring Fee - DPW	30.00
Treasurer, State of New Jersey - Div. Of Revenue	New Jersey Dept. of Environmental Protection - Vehicle Registration - DPW	2,620.00
Uline, Inc.	Inventory Tags - Recreation Dept.	85.00
Uni-Select USA, Inc.	Sand Paper for DPW Stock	43.70
United Parcel Service	Ground Shipping & Next Day Air - Administration / DPW	46.35
Up-Tite Fasteners, Inc.	Misc. Hardware - DPW	788.84
V.E. Ralph & Son	Various First Aid Supplies for Beachfront - Recreation Dept.	2,896.98
Verizon	Utilities - Telephone - Bills Dated 6/1 & 6/5/2011 - Various Locations	10,728.30
Verizon Communications	Utilities - Internet Service - Bill Dated 5/25/2011 - Recreation Dept.	49.99
W.B. Mason Co.	Various Office Supplies - Various Depts.	392.66
W.E. Timmerman Co.	Misc. Parts - PW #92 - DPW	657.62
W.W. Grainger, Inc.	Misc. Equipment - DPW	526.79
Warshauer Electric Supply	Electrical Materials for West End Concession Stand - DPW	736.80
Waterless Co.	Eco Traps for Comfort Stations - DPW	92.83
Zaf's Service Center, Inc.	Gasoline for Police Motorcycles - February 2011 - DPW	50.57

TOTAL CURRENT

2,708,016.30

BBP, LLC.	Professional Services Rendered - Pier Study - May 2011	5,942.50	Pymt #5
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - May 2011	1,125.50	Pymt #5

TOTAL CAPITAL

1,125.50

City of Long Branch Clearing Account	Reimburse Clearing Account	4,335.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	31.26	*
City of Long Branch Clearing Account	Reimburse Clearing Account	89.40	*
City of Long Branch Clearing Account	Reimburse Clearing Account	5,423.00	*
City of Long Branch Payroll Agency	Payroll Dated 6/10/2011	386.71	*
City of Long Branch Payroll Agency	Payroll Dated 6/10/2011	5,036.29	*
Long Branch Animal Hospital	Veterinary Services - May 2011	1,000.00	Pymt #5

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Mommouth County SPCA
 NJ Dept. of Health & Senior Services
 Perry's Trophy Co.

Animal Shelter Services - May 2011
 Dog Report - May 2011
 (3) Animal Control Patches - Health Dept.

4,280.00 Pymt #3

* 89.40
 250.00

TOTAL DOG

20,921.06

Auto Zone
 Bullet Lock & Safe Co.
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Coast Hardware Co.
 Jacob L. Jones
 Jersey Central Power & Light
 Mr. John
 NAHRO
 Screen Styles

Misc. Automotive Parts - March 2011 - Community Dev.
 Misc. Keys/Locks - April 2011 - Community Dev.
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 6/10/2011
 Payroll Dated 6/10/2011
 Misc. Hardware - May 2011 - Community Dev.
 Cell Phone Allowance - April / June 2011 - Community Dev.
 Utilities - Electric - Bill Dated 2/26-5/31/2011 - Community Dev.
 Port-A-John's - Manahassett Park & 7th Avenue Building - April & May 2011 - Community Dev.
 Membership Renewal - 7/1/2011-6/30/2012 - Community Dev.
 T-Shirts for "Juneteenth" Event - Community Dev.

39.99
 6.75
 * 6,301.48
 * 164.72
 * 256.70
 * 5,870.40
 * 421.40
 * 5,449.00
 359.78
 120.00
 256.70
 494.10
 485.00
 1,200.00

TOTAL HUD

21,426.02

A T & T
 Ansell, Zaro, Grimm & Aaron
 Ansell, Zaro, Grimm & Aaron
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 E.M. Waterbury & Assoc, P.A.
 Edison Tax Services, LLC.
 Gasko's Family Farm

Utilities - Telephone - Bills Dated 5/21-5/31/2011 - UEZ
 Legal Services Rendered - Pier Village II - May 2011
 Legal Services Rendered - Beachfront North II - May 2011
 Reimburse Clearing Account
 Payroll Dated 6/10/2011
 Payroll Dated 6/10/2011
 Engineering Services Rendered - December 2010 / May 2011 - Zoning Board
 Tax Sale Premium
 Flowers & Vegetables to Upgrade Commercial Streets & Flower Pots - Community Dev.

* 193.60
 * 143.00
 * 792.27
 * 2,725.00
 * 18,789.47
 * 935.27
 * 684.02
 * 25,147.00
 * 3,000.00
 * 464.48
 * 24,682.52
 * 3,298.00
 * 4,500.00
 * 5,463.29

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

George Cieri
Greenbaum, Rowe, Smith & Davis
JNH Funding Corp.
Long Branch Chamber of Commerce
Michael A. Irene, Jr. Esq.
Verizon
W.B. Mason Co.

TOTAL TRUST OTHER

Special DWI Session - 5/9/2011 - Municipal Court
Legal Services Rendered - Pier Village III - May 2011
Tax Sale Premium
Rent for CDBG - July 2011
Legal Services Rendered - May 2011 - Zoning Board
Utilities - Telephone - Bills Dated 6/1 & 6/5/2011 - UEZ
Various Office Supplies - Community Dev.

482.00
* 3,000.00
1,650.00
1,400.00
* 490.42
62.26

98,382.60

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 219-11

RESOLUTION APPROVING THE
LIQUOR LICENSE RENEWAL OF DATRE INCORPORATED
FOR THE 2010/2011 LICENSE TERM

WHEREAS, the Director of Public Safety, the Director of Health and the Director of Building & Development, have recommended the approval of the following liquor license:

Datre Incorporated

1325-33-054-011

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewal for the 2010/2011 license term.

MOVED: Pallone
SECONDED: Billings

AYES: 4

NAYS: 0

ABSENT: 1-Celli

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
REGULAR MEETING HELD ON June 28, 2011
IN WITNESS WHEREOF, I HAVE HERETOBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF June, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

Transfer pending

From:

Datre Incorporated

To:

Carol Strang c/o OceanFirst Bank

License is in pocket status

R# 220-11

**RESOLUTION OF THE COUNCIL OF THE CITY OF LONG BRANCH
AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO A CONTRACT WITH
HOWARD H. WOOLLEY JR**

WHEREAS, the Council of the City of Long Branch has determined that it is necessary to enter into a contract with Howard H. Woolley, Jr. who has served as the Business Administrator for the City of Long Branch; and

WHEREAS, said contract is necessary in recognition of Woolley's services to the City of Long Branch in the past and to solidify and provide continuity of services in the future; and

WHEREAS, the Council of the City of Long Branch has determined that such contract and the maintaining high level of services which has been and continues to be provided by Woolley to the City of Long Branch, in the future, is in the best interest of the health, safety and welfare of the citizens of the City of Long Branch

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Long Branch authorizes the Mayor of the City of Long Branch to enter into a contract of employment with Woolley in the form annexed hereto as Exhibit A.

MOVED: Pallone
SECOND: Billings

AYES: 4
NAYES: 0
ABSENT: 1-Celli
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 June 28, 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 29th DAY OF June 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, KMBZ

CONTRACT OF EMPLOYMENT

THIS EMPLOYMENT CONTRACT is made and entered into this _____ day of _____ by and between the **CITY OF LONG BRANCH**, with offices located at 344 Broadway, Long Branch, New Jersey (hereinafter referred to as the "City") and **HOWARD H. WOOLLEY, JR.**, whose address is 336 West End Avenue, Long Branch, New Jersey (hereinafter referred to as "Woolley").

WITNESSETH:

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

WHEREAS, the City desires to provide Woolley with a written employment contract in order to enhance administrative stability and continuity within the system; and

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

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

I. DUTIES

The City hereby retains and employs Woolley to act as Business Administrator of the City. He shall be responsible for the management and administration of the City of Long Branch subject only to such direction and limitations as may be imposed by the statutes of the State of New Jersey and the ordinances and resolutions of the City Council. In addition to the performance of all reasonable and necessary administrative duties, Woolley shall attend all meetings of the City Council and report at such meetings as to the status of all other matters, including administrative and fiscal matters, occurring since the previous meeting of the City Council. In addition, Woolley shall represent the City at governmental and public meetings where City representation is requested. He shall represent to the public the City's posture on all matters on which the City adopts a public position.

In addition thereto, he shall perform such other duties as may be assigned to him from time to time by the Mayor.

II. COMPENSATION

A. Woolley shall receive as compensation for his services the annual base salary which shall be set by the City Ordinance at the same time as other employees' salaries are established. Woolley's salary as of the date of this Agreement, including seniority, is \$154,606.00. Said compensation will be payable in equal bi-weekly installments or in the same as other City employees are paid.

B. It is further agreed that the City shall review the salary of Woolley on at least an annual basis by January 1 of each year.

III. TERMS

The term of employment shall be from July 1, 2010 through June 30, 2014. In the event that the City determines not to reappoint Woolley, it shall pay to Woolley any and all benefits due him as an Administrator according to New Jersey Statutes.

IV. WORKING FACILITIES

Woolley shall be furnished with a private office, secretarial help, and such other facilities and services suitable to his position and adequate of the performance of his duties.

V. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR

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

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

B. Seminars and courses offered by public or private institutions relating to issues directly impacting on the City.

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator's performance and professional responsibilities for the City.

Pursuant to the goals of this Section of the Contract, the City may permit a reasonable amount of release time for the Business Administrator, as it deems appropriate to attend such matters and may, with prior City approval and in its sole discretion, pay all or a portion of necessary expenses to attend the above described matters.

VI. BENEFITS

A. Sick Leave: Woolley shall be entitled to fifteen (15) sick leave days annually during each contract year of employment. As of the date of this Agreement Woolley has 211.50 accumulated unused sick days. All unused sick leave days shall be accumulated. Upon separation from employment as a result of resignation, permanent layoff or termination for good cause, death or retirement, unused days shall be compensated for pursuant to and consistent with City Ordinance. In case of death, unused sick leave will be paid to the spouse of Woolley or the Estate, if there be no spouse.

B. Vacation Days: Woolley shall be entitled to 25 annual paid vacation days.

It is recognized and acknowledged that, due to the nature of the position of Business Administrator, Woolley shall be able to accrue an unlimited number of vacation days which shall be paid in the amount of 100% value as outlined below up to a maximum of 130 days. In the event Woolley shall resign or be separated from his position from no fault of his own or laid off, discharged without cause, retired or dies, he shall be compensated for the current vacation

allotment at 100% value up to the 130 day maximum. In case of his demise, any sum due and owing shall be paid to his spouse or if there be none, to his Estate.

It is agreed that Woolley shall have the ability to be paid for accrued vacation time. It is the intent and purpose of this clause that the employee shall have the obligation to request payment for said accrued vacation days during the term of this Agreement as it is the purpose of this clause to reduce, during the term of this Agreement, Woolley's unused and compensable vacation time.

C. Retirement System Benefit: Woolley shall be entitled to participate in the public employee retirement system for which he is eligible. City and Woolley agree to make the appropriate contributions for employer and employee in accordance with the provisions of N.J.S.A. 43:15A-1 et. seq.

D. Holidays: Woolley shall be entitled to take as paid holidays any holiday established by the City for other employees.

E. Health and Medical Benefits: The City shall provide Woolley with hospitalization, medical coverage, including Blue Cross/Blue Shield, Major Medical, Rider J, Dental and Prescription coverage for Woolley and his family in accordance with the established practices with respect to extent and limits of coverage provided by the City for Department Heads and/or statutory employees. In the alternative, the City may provide comparable coverage through another carrier. In conformity with State legislation enacted in May of 2010, Woolley

shall annually pay to the City the sum of 1.5% of his gross annual salary as a contribution toward the cost of health insurance.

F. Vehicle and Expenses: The City agrees to make available to Woolley an automobile to be used in connection with his position at the City, and agrees to pay for all of the operational expenses in connection with the business use of said vehicle.

G. Miscellaneous Expenses: In addition, the City agrees to reimburse Woolley for any and all incidental expenses which may be incurred by Woolley in connection with carrying out his duties.

VII. JURY DUTY

In the event that Woolley is called for Jury Duty by any state or federal court, Woolley shall receive the difference in his pay between the amount paid by such court and his salary upon submission of proof of service.

VIII. TERMINATION OF EMPLOYMENT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of Woolley.
- C. Permanent disability of Woolley.
- D. Misconduct and/or failure to carry out his duties.

In the event the City seeks to remove Woolley for cause under this section, it shall be required to provide him with charges in writing setting forth the specifics and basis of the City's allegations. Woolley shall have the right to a hearing before the City Council on any such charges, such hearing to be held in Executive Session. Woolley shall have the right to be represented by counsel, be provided with discovery including, but not limited to, copies of documents and any and all statements to be relied upon by the City and the right to cross-examine any and all witnesses. Upon completion of the hearing, the City Council, by a two-thirds majority of its full-authorized membership, may sustain the charges and remove Woolley. Woolley shall have all rights afforded pursuant to N.J.S.A. 40A: 9-138.

IX. RESTRICTIVE COVENANT

It is agreed between the City and Woolley that, during the term of Woolley's employment, he shall devote his full time and best efforts to the affairs of the City and shall not, directly or indirectly, engage in any other pursuits requiring his professional services without prior notification to the City.

X. INDEMNIFICATION

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

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

This Contract sets forth the entire agreement between the City and Woolley with respect to the subject matter hereof and supersedes all prior negotiations and discussions between the parties.

XI. WAIVER

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

XIV. APPLICABLE LAW

The parties hereby acknowledge and agree that this Contract shall be construed under the laws of the State of New Jersey.

XV. SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto set their signatures to this Contract on the day and year noted below.

WITNESS

CITY OF LONG BRANCH

, City Clerk

By: _____
Adam Schneider, Mayor

Dated:

Dated:

Howard H. Woolley, Jr.

Dated:

Dated:

R 221-11

RESOLUTION APPROVING THE VARIOUS
LIQUOR LICENSE RENEWALS FOR THE 2011/2012
LICENSE TERM

WHEREAS, the Director of Public Safety, the Director of Health and the Director of Building & Development, have recommended the approval of the following liquor license:

Johnny Piancone's	1325-33-011-013
Springdale Café	1325-33-036-004
Tuzzio's	1325-33-051-001
Boardwalk Café	1325-33-073-012
The Drafft House	1325-33-043-010

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewal for the seasonal license term of July 1, 2011 through June 30, 2012.

MOVED: *Pallone*
SECONDED: *Billings*

AYES: 4
NAYS: 0
ABSENT: 1 - *Celli*
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 June 28, 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 28th DAY OF June, 2011
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

R# 222-11

RESOLUTION DESIGNATING CERTIFYING AGENTS FOR PENSION AND HOSPITALIZATION PURPOSES FOR THE CITY OF LONG BRANCH

WHEREAS, the City of Long Branch is required to name a certifying agent for pension and hospitalization purposes; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, County of Monmouth that the following individuals are hereby approved as certifying agents for the purpose mentioned above:

Tara Okros, Personnel
Michael Martin, Comptroller

BE IT FURTHER RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director, New Jersey Division of Pensions and appropriate Hospitalization officials.

MOVED: Pallone
SECONDED: Billings

AYES: 4
NAYS: 0
ABSENT: 1-Celli
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 June 28, 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 29th DAY OF June, 2011
Kathy L. Schele
MUNICIPAL CLERK, R.M.C.

R223-11

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AGREEMENT WITH LOCAL 152

WHEREAS, almost 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 THEREFOR 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 152 for the period of January 1, 2011 through December 31, 2014.

MOVED: *Pallone.*
SECOND: *Billings*

AYES: *4*
NAYES: *0*
ABSENT: *1-Celli*
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 June 28, 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 28th DAY OF June, 2011
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

**CONTRACT AGREEMENT
BETWEEN**

**THE CITY OF LONG BRANCH
and
THE UNITED FOOD AND COMMERCIAL WORKERS' UNION
UFCW LOCAL 152
PROFESSIONAL DIVISION**

JANUARY 1, 2010 through DECEMBER 31, 2014

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ARTICLE I
DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2011 and shall continue in full force and effect through December 31, 2014.

ARTICLE II

UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive representative for collective bargaining concerning terms and conditions of employment for all full-time permanent and provisional supervisory employees of the City of Long Branch, New Jersey, who serve in the job titles set forth below.

B. All employees working in job titles which are not specifically listed below are excluded from the unit. Recognized job titles include:

Director, Senior Citizen Affairs
Director of Building and Development
Director of Community Development
Director of Health
Director of Public Works
Director of Recreation
Municipal Court Director
Assistant Director of Planning
Comptroller
Tax Collector
Tax Assessor
Assistant Tax Assessor
Purchasing Agent
Supervising Code Enforcement Officer
Supervising Mechanic (DPW)
Senior Sanitary Inspector
Principal Sanitary Inspector
Sanitary Inspector
Sanitary Inspector - Trainee
Senior Building Inspector
Fire Official
Personnel Technician
Municipal Parks Superintendent/Superintendent
of Public Property (DPW)
General Supervisor Sanitation (DPW)
Supervisor, Building Service (DPW)
Supervisor, Public Works (DPW)

Supervisor, Traffic Maintenance
Supervising Maintenance Repairer
Coordinator of State and Federal Grants
Assistant Director of Economic & Industrial
Development
Construction Code Official
Plumbing Inspector
Electrical Inspector
Building Inspector
Sub-Code Inspector
General Supervisor, Garage Services
Community Organization Specialist
Administrative Clerk
Municipal Recycling Coordinator
Principal Personnel Clerk
Supervisor of Accounts
Administrative Clerk
Administrative Secretary
UCC Coordinator
Municipal Court Administrator
Housing Coordinator
Recreation Supervisor
Director of Neighborhood Preservation Program
Fire Prevention Specialist
Supervising Fire Prevention Specialist
Administrative Analyst
Program Coordinator (drug and alcohol abuse)
Assistant Public Works Superintendent
Director of Maintenance Services

C. The City and the Union agree that all managerial executives, including the City Business Administrator; all confidential employees, including the City Clerk, Assistant City Clerk and Director of Finance; all police employees; all firefighters and Fire Department Superior Officers; all craft employees; and, all non-supervisory and non-professional employees shall be excluded from the Unit.

D. In the event that the City establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position may appropriately be included in the bargaining

unit, it shall notify the City in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach agreement on the inclusion of a new position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission.

E. Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all persons represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.

ARTICLE III

EMPLOYEE RIGHTS

A. The City hereby agrees that every eligible employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-5.1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that is shall not discriminate against any employee by reason of membership, participation, collective bargaining, grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment due to Union activities.

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

ARTICLE IV

MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE V

AUTHORIZED SALARY DEDUCTIONS

A. The City, in compliance with N.J.S.A. 52:14-15.9(e), agrees to the following conditions:

1. Upon receipt of a duly signed authorization form from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.

2. The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.

3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.

4. Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

5. A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the City.

6. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

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

8. The City agrees to inform all newly hired employees who are eligible to join the Union that they may join the Union sixty (60) days thereafter.

ARTICLE VI

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. When the Union decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City government or the normal duties of its employees.

B. The City agrees to provide reasonable bulletin board space for the posting of notices of information by the Union or its members.

C. The Union may, subject to the advance approval of the Chief Administrative Officer, use City facilities for union activities such as meetings, provided that such activities are scheduled outside of regular working hours and do not interfere with the conducting of City business. Approval for Union use of City facilities shall not be unreasonably withheld.

D. The City agrees that up to two (2) members of the Union shall be granted up to four (4) total days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all four (4) days can be granted to a single individual). The Union shall give reasonable advance notice to the Chief Administrative Officer of the dates on which such leave will be taken and the identity of the individuals who will take it.

E. Local Union representatives who participate, on behalf of the Union, in negotiations and/or the processing of grievances at times mutually agreed upon by the City and the Union shall be granted time off without loss of pay for such purposes.

ARTICLE VII

SALARIES AND LONGEVITY

A. Retroactive to January 1, 2011, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by two (2%) percent over their then existing base salary. Effective January 1, 2012, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by two (2%) percent over their then existing base salary. Effective January 1, 2013, the base salaries of employees who were on the City payroll on that date in their current job titles shall be increased by two (2%) percent over their then existing base salary. Effective January 1, 2014, the base salaries of employees who were on the City payroll on that date in their current job titles shall be increased by two (2%) percent over their then existing base salary.

B. Employees shall receive a longevity increment of \$500 after five (5) years of fulltime employment and an additional increment of \$500 for each additional five (5) years of fulltime employment. Longevity increments shall be incorporated into the base salary for purposes of computing pension contributions and overtime.

C. The scheduling of employee pay days shall continue in accordance with established administrative practice. Employees who wish to receive paychecks which normally would be distributed during the course of a vacation prior to leaving on vacation shall request such early payment, in writing, from the City Comptroller, at least thirty (30) days prior to the scheduled start of the vacation period.

D. Employees who anticipate absence from work on pay day may receive their paychecks on the day prior to pay day provided they submit request for such early payment in writing.

ARTICLE VIII

HOURS OF WORK

A. The regular workday shall be an eight (8) hour day with one (1) hour off for lunch. However, the regular work day for all members of this bargaining unit assigned to the Department of Public Works (with the exception of the Recycling Coordinator position) shall be an eight (8) hour day with a thirty (30) minute unpaid lunch.

B. Except as specified below, the regular work week shall consist of five (5) regular work days totaling forty (40) hours, inclusive of lunch. The scheduling of lunch shall be in accordance with the practice of the various departments as it existed before the initiation of negotiations.

C. Although the standard work week shall run from Monday through Friday and the standard work day shall commence at 8:30 a.m. and run until 4:30 p.m., management reserves the right, upon 60 days' prior notice to affected employees, to establish alternative work schedules as circumstances require and as it may deem appropriate.

D. Management may require employees to be in attendance for work on any day or days, or at any hour, whenever it is determined that a public exigency or emergency requires.

E. Notwithstanding any other provision of this Article or Agreement, the hours of work of Department Heads and Directors and other positions covered by this Agreement set forth herein shall not be defined or limited by this Agreement, but shall, rather, be defined by the requirements of the job. It is understood and agreed that Department Heads and

Directors and other positions covered by this Agreement set forth herein shall be available for work at any time circumstances require. Department Heads and Directors and other positions covered by this Agreement set forth herein shall, however, have flexibility in scheduling their working time to meet the requirements of their positions. As defined herein, these "other positions covered by this Agreement" are defined as Tax Assessor, Tax Collector, Construction Code Official and UCC Coordinator, Principal Sanitary Inspector, Assistant Planning Director, Comptroller and all members of this bargaining group assigned to the Department of Public Works (with the exception of the Recycling Coordinator).

The above-listed employees, while not eligible for overtime, will receive a "compensatory day" if they work an additional 8 hours or more within a 24 hour period in addition to their regularly scheduled shift. Said compensatory day will normally be taken within 7 days of the date on which it is earned. If, due to operational issues, the compensatory day cannot be taken within that 7 day period, it shall be taken, with the prior approval of the employee's supervisor, within 90 days of the day on which the day was earned. The compensatory day will be lost if not used within the aforementioned 90 day period, which will be extended only if the employee is not permitted by his/her supervisor. Under no circumstances will the employee ever be paid for said compensatory day.

Department Heads who would otherwise under this section be permitted to "flex" their working hours with the City will not be permitted to do so (that is, schedule their work hours with the City for hours other than between 8:30 a.m. and 4:30 p.m.) for the purpose of working in a "second job" or employment other than with the City.

ARTICLE IX

OVERTIME

A. The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law. No overtime shall be worked by any employee covered by this Agreement unless previously authorized by the employee's supervisor.

B. Overtime opportunities will be distributed as equally as is practical among employees in the same department and shift, provided that the employee is qualified to perform the work available during the overtime hours.

C. Effective with the ratification and execution of this Agreement, an employee shall be paid at time and one-half (1 ½) his regular rate of pay for all work in excess of forty (40) hours per week and for hours worked on a Saturday or Sunday. "Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned.

D. The City may provide compensatory time in lieu of overtime for non-exempt employees who work in excess of the contractual limits for work hours. Compensatory time shall be earned in the same manner as set forth in this Article. It will be within the City's sole discretion whether to pay overtime or provide compensatory time in lieu of overtime. The compensatory time will be "banked" by employees, and the City will maintain a record of said bank. Said accrued compensatory time shall be carried from year to year.

E. No compensatory time will be approved for employees unless a "Compensatory Time Form" is submitted to the City Administrator. The form must include

the supervisor's signature, indicating approval of the extra time worked by the employee and the reason for the overtime worked. Employees will be eligible to accrue no more than 240 hours of compensatory time.

F. Compensatory time may be used by employees with the prior approval of the employee's supervisor, which approval shall not be unreasonably withheld. Use of compensatory time is to be requested by the employee through the submission of the "Absence Form" to his/her supervisor. Compensatory time may not be used in less than 1 hour increments. Any exceptions due to special circumstances to this rule may be granted by the City Administrator upon the recommendation of the immediate supervisor of the employee. The City, in its sole discretion, may choose to pay employees for accrued compensatory time or, alternatively, to require employees to utilize accrued comp time.

G. Employees who are paid for 7 hours in a workday (regardless of whether they actually work that time) will be eligible for a paid lunch period. No employee shall be eligible for either overtime or compensatory time unless he or she works in excess of 40 hours per week, including time when an employee is paid for sick leave or vacation leave (unless otherwise provided for by the terms of this agreement).

H. An employee called upon to work in an emergent situation before or after his normal work shift or on weekends or holidays or while out sick or on other approved leave, or off for any other approved purpose or other scheduled day off, shall receive no less than four (4) hours' pay at overtime rate for each occurrence.

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

J. Department Heads and Directors shall not be eligible for overtime compensation pursuant to the provisions of this Article.

K. Any employee scheduled for overtime work (other than being held over for their regular shift) shall receive no less than two hours' pay, at overtime rates, for said schedule overtime work. The City reserves the right to have the employee so called in to actually work for the entire aforementioned two-hour period.

L. The cap for accumulated compensatory time for Fire Prevention Specialists shall be 480 hours. The cap for accumulated compensatory time for all other employees covered in the unit shall be 240 hours.

ARTICLE X

HOLIDAYS

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

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

B. An employee called in to work on a holiday shall be paid for such at one and one-half (1-1/2) times the employee's regular rate plus the holiday pay.

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

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

E. Employees required to work overtime for snow removal, who work in excess of four and one-half (4-1/2) hours' overtime during such snow removal, will be eligible for a

ten dollar (\$10.00) cash meal allowance at a local establishment designated by the Director of Public Works. That amount shall be increased to a fifteen dollar (\$15.00) cash meal allowance effective July 1, 2011.

F. Employees working a double shift for emergency related reasons, as determined by their Director, shall have the following day off with pay and not chargeable to their sick or vacation time. This shall apply only if the following is a regular work day as defined in Article IX of this Agreement.

G. The Local 152 stewards may, after consultation with Local 152 members and only with the prior approval of the City Administration, which approval or lack thereof may not be challenged through the negotiated grievance procedure or otherwise, be permitted to switch their holidays (as listed in Article X (A)) for other days off.

ARTICLE XI

VACATIONS

A. Employees shall be granted vacation leave without loss of pay if earned each calendar year in accordance with the following schedule:

1-3 year	12 working days
4-12 years	15 working days
13-18 years	20 working days
19 years-or more	25 working days

Vacation leave shall only be used in one-half ($\frac{1}{2}$) day or more increments.

B. Permanent part-time employees are eligible for vacation leave on a pro-rated basis. Temporary or seasonal employee shall not be eligible for vacation leave. New probationary and provisional employees shall be entitled to one (1) working day of vacation leave for each month of service completed as of July 1st.

C. Requests for vacation leave must be submitted in writing to the Department head (in the case of Department Heads, to the Chief Administrative Officer of the City) by May 1, of each year. An employee desiring an earlier vacation must submit such request at least one (1) month in advance. All vacation leave shall be scheduled in such a manner as to ensure adequate operations within departments. Scheduling conflicts shall be resolved on a seniority basis.

D. Vacation leave must be taken during the current calendar year unless extended by the Chief Administrative Officer of the City. Any unused vacation leave may be carried over only into the next succeeding calendar year. Employees may take their vacation time from the first of the year, although they will continue to accrue time on a pro rated basis. Employees who use vacation time in this fashion will pay the City back (or have the owed

time deducted from other if the employee leaves the employ of the City having used more vacation time than was accrued during that calendar year.

E. In instances where an employee cannot take accrued vacation leave within two (2) calendar years due to emergent or critical work situations, as determined by the Chief Administrative Officer of the City and approved by the Mayor, eligibility may be extended for an additional six (6) months.

F. When requested, vacation pay may be granted on the last working day before the employee's first vacation day.

G. At the time of separation from employment with the City, an employee shall be entitled to pay for any full day's vacation and compensatory time which has accrued but has not been taken.

H. In the event of the death of an employee, payment for accrued but unused vacation and compensatory time shall be made to the employee's estate or beneficiary. At no time will an employee be eligible to be compensated for more than one year's vacation in addition to whatever vacation time the departing employee has accrued and not used for the current year (the year of the employee's departure as a City employee).

ARTICLE XII

SICK LEAVE

A. Within the first calendar year of service, an employee shall receive one working day of sick leave with pay for each month of service from the date of initial employment up to the end of the first calendar year.

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

C. After ten (10) years of continuous service, each employee shall receive twenty (20) days of sick leave with pay for each year of employment thereafter.

D. Sick leave not taken shall accumulate to the employee's credit from year to year, and such employee shall be entitled to such accumulated sick leave with pay as needed. Sick leave shall only be used in one-half ($\frac{1}{2}$) day or more increments.

E. 1. Effective January 1, 2011, reimbursement to employees who retiree with the New Jersey Division on Pensions and Benefits shall be eligible for reimbursement for accumulated sick days consistent with prevailing New Jersey law.

2. The retiring employee shall, if possible, advise the Chief Administrative Officer of the City of the employee's intention to retire by November 1st, of the year preceding retirement so that budgetary provisions can be made. In the event that timely notice is not

provided, the City shall reserve the right to delay payment until the year following the year in which retirement occurs.

F. In the event of an employee's death, payment for unused accumulated sick leave shall be made in accordance with the provisions set forth above to the employee's beneficiary as indicated on the employee's Public Employment Retirement System Retirement Form.

G. Except as otherwise provided herein, the State of New Jersey's Department of Personnel statutes and regulations shall govern sick leave.

ARTICLE XIII

OTHER LEAVES OF ABSENCE

A. Bereavement Leave

1. Employees shall be eligible to receive up to a maximum of five (5) days' leave with pay, either before and/or after the funeral or from the day -of death, at the employee's choice, in the event of a death of a member of the employee's immediate family, provided that prior notice is given to the Chief Administrative Officer and the total leave with pay does not exceed five (5) days.

2. For purposes of this Section, "immediate family" is defined to include mother, father, mother-in-law, father-in-law, stepparents, stepchildren, husband, wife, son, daughter, brother, sister or any relative residing in the employee's household.

B. Jury Duty

Jury duty leave shall be granted to any employee summoned to jury duty or as a witness on behalf of the City. Eligible employees shall receive full pay at the regular rate less any court compensation received during such period while absent from the City's employ. Prior notice must be given to the Chief Administrative Officer of the City, and evidence of jury summons must be provided before any payment shall be made.

ARTICLE XIV
PERSONAL DAYS

Employees shall be entitled to up to three (3) days of personal leave without loss of pay per year, such leave to be used to conduct necessary personal business which cannot be scheduled outside of regular working hours. Applications for personal leave shall be made to the appropriate Department Head (and in the case of Department Heads or Directors, to the Chief Administrative Officer) sufficiently in advance to permit review and approval. Except for emergency situations, applications for personal leave shall be made at least seventy-two (72) hours prior to the intended date for the leave.

ARTICLE XV

UNIFORM ALLOWANCE

A. Employees provided with uniforms by the City (i.e., Department of Public Works Supervisors) shall receive a clothing maintenance allowance of two hundred (\$200.00) dollars per annum. Payment of the clothing maintenance allowance will be made at approximately the same time as the first payroll of December in each year and shall be made to all employees who have been in continued employment with the City since December 1st of the preceding year.

B. Employees not provided uniforms by the City may submit claims to the City for damage to clothing sustained in the course of their official duties. The City agrees to review the employee's claim for such damage; and subject to the employee's verification of the value of the property so damaged and the cause of such damage, the City shall reimburse the employee for such damage in an amount not to exceed two hundred (\$200.00) dollars per employee per year.

ARTICLE XVI

INSURANCE AND MISCELLANEOUS BENEFITS

A. The City shall continue to provide hospitalization and major medical insurance to all regular full-time employees and their eligible dependents. Effective January 1, 2011, every employee shall be required to pay to the City, on an annual basis, 1.5% of their base salary (as per the prevailing State law as of January 1, 2011).

B. The City shall continue to provide dental insurance for all-regular full-time employees and their eligible dependents. Effective January 1, 2004, the City's monthly contribution per employee for dental coverage shall be increased by \$44.62 to \$100.00 per month.

C. The City reserves the right to substitute new medical or dental insurance Plans for those currently in existence, provided that such new plans provide substantially similar coverage.

D. Employees shall be eligible for five thousand (\$5,000.00) dollars in life insurance coverage under the City's group plan. Such coverage will cease upon termination of employment with the City.

E. Employees who are required to use their personal automobile in connection with the City's business shall be compensated for such use at the State of New Jersey OMB rate.

F. Employees who wish to “opt out” of coverage under paragraph A and B above may do so in exchange for a payment by the City to the employee of an amount consistent with the sums previously agreed to by and between the City and the Union. Prior to the City making such payment, the employee shall provide written proof to the City Administrator that he or she has medical coverage other than with the City. Further, in addition, prior to the City making such payment, the Local 152 steward shall be given written notice of the employee’s express intention to accept the “opt out” from health insurance, and the employee will thereafter meet with the shop steward to discuss the decision and will also sign a form holding Local 152 harmless from any liability as a result of the employee’s decision to “opt out” of the City’s health insurance. The City reserves the right to increase the payout amount to employees who opt out of City sponsored health insurance coverage.

ARTICLE XVII

PROBATIONARY EMPLOYEES

A. All newly hired employees, except temporary employees, shall remain in a probationary status until completion of three (3) months of active service from the date of regular appointment. Upon completion of the probationary period, all employees shall enjoy seniority status from the date of regular appointment, shall receive all wages and benefits in accordance with the provisions of this Agreement and shall be subject to all other terms and conditions set forth herein.

B. Discharge or other disciplinary action against probationary employees shall be governed by the provisions of the Department of Personnel statutes.

ARTICLE XVIII

DISCIPLINE

A. No employee shall be disciplined without just cause. For purposes of this Article, discipline is defined to include actions such as reprimand, suspension and discharge.

B. In accordance with statute and administrative regulation, "major discipline", as defined by the New Jersey State Department of Personnel, as well as a decision to terminate the employment of a provisional employee, shall not be subject to the contractual grievance procedure, but shall be subject to the jurisdiction of the Department of Personnel appeals procedures.

C. Notwithstanding any other provision of this Agreement, it is agreed and understood by the City and the Union that the employment of employees who are members of the unclassified Civil Service, and whose employment is approved for a fixed term or who serve at the pleasure of the Mayor and/or Council, shall be excluded from the use of the contractual grievance procedure on disciplinary matters involving them. In addition, any management decision not to extend the term of employment of a member of the unclassified Civil Service such as a Department Head shall not be subject to the contractual grievance procedure.

ARTICLE XIX
GRIEVANCE PROCEDURE

A. General

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

B. Procedure To Be Followed

The Union and the City agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided in Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all employees participating in such violation subject to immediate discharge or other discipline,

at the discretion of the City, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

Step One. The aggrieved shall institute action within two (2) work days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the Union or the employee to act, except for good cause, within the said two (2) work days shall be deemed to constitute an abandonment of the grievance.

Step Two. If the response is not settled at the first step, the grievant may make written request for a second step meeting within two (2) work days after the response at the first step. The Chief Administrative Officer shall schedule a meeting to be held within ten (10) regular work days after receipt of the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Chief Administrative Officer and the Union Representative, if requested by the grievant. The Chief Administrative Officer's response to the second step shall be delivered to the Union within ten (10) regular work days after the meeting.

Step Three. In the event the grievance is not resolved to the satisfaction of the Union or the City, it may be taken to binding arbitration in the following manner:

Within five (5) work days after the completion of Step Two, the Union or the City may request the American Arbitration Association to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on the parties. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

The parties shall share equally in paying the Arbitrator's fees and expenses. Each party shall be solely responsible for any other costs it may incur in connection with the Arbitration, including fees for witnesses.

ARTICLE XX

NO STRIKE PLEDGE

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

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

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

ARTICLE XXI

SEVERABILITY OF THE AGREEMENT

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

B. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

C. Nothing herein shall be construed to deny any employee his rights under Title 11A N.J.S.A. (Department of Personnel).

ARTICLE XXII
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2011, and shall remain in effect to and including December 31, 2014.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

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

