

RESOLUTIONS ADOPTED BY CITY COUNCIL MARCH 13, 2012:

R56-12 RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE SSR INC. TO BICXL LLC STATE LICENSE #1325-33-030-005 **(HELD OVER FROM FEBRUARY 28, 2012 MEETING) (REMOVED)**

R64-12 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR HELEN HENDERSON FOR PREMISES KNOWN AS 101 ATLANTIC AVENUE, IN THE CITY OF LONG BRANCH

R65-12 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR "SUMMER ENTERTAINMENT PROGRAMS"

R66-12 RESOLUTION ACCEPTING DONATION OF A 1979 FORD AMBULANCE VIN #E37AHF36106 TO THE CITY OF LONG BRANCH FOR USE BY THE FIRE DEPARTMENT AND FIRE POLICE

R67-12 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION D/B/A MEADOWLINK, IN THE CITY OF LONG BRANCH

R68-12 RESOLUTION OF CONCURRENCE NJDOT/CEDAR AVENUE

R69-12 RESOLUTION 2012 EMERGENCY TEMPORARY APPROPRIATIONS

R70-12 RESOLUTION REDUCING REQUIRED PERFORMANCE GUARANTEES (BLOCK 301, LOTS 19.01, 19.02, 21, 23 AND 24)

R71-12 RESOLUTION AUTHORIZING CHANGE ORDER AT NO ADDITIONAL COST FOR CONTRACT BETWEEN THE CITY OF LONG BRANCH AND MCCAULEY CONSTRUCTION, INC.

R72-12 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT (BLOCK 87 LOT 9.343)

R73-12 RESOLUTION APPROVAL PAYMENT OF BILLS

R74-12 RESOLUTION CANCELING THE BALANCE OF FIRST QUARTER TAXES FOR PROPERTY KNOWN AS 162 BROADWAY IN THE CITY OF LONG BRANCH

R75-12 RESOLUTION AWARDED BID FOR MANAHASSETT CREEK PARK **(TENTATIVE) (HELD OVER TO MARCH 27, 2012 MEETING)**

R# 64-12

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR HELEN HENDERSON FOR PREMISES KNOWN AS 101 ATLANTIC AVENUE, IN THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch provided a mortgage in the amount of \$13,215.00 to Helen Henderson on November 28, 2001 which was recorded on May 2, 2003 in Mortgage Book MB-8224 at Page 6320; and

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

WHEREAS, pursuant to correspondence received from Tonya Medina, Housing Technician, Office of Community and Economic Development of the City of Long Branch, Helen Henderson has satisfied the requirements provided to her 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 \$13,215.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$13,215.00, in Mortgage Book MB-8224 at Page 6320.

MOVED: Bastelli
SECONDED: Pallone

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 13, 2012
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 14th DAY OF MARCH, 2012
Kathy L. Schemel
MUNICIPAL CLERK, R.N.

Discharge of Mortgage

A certain Mortgage dated **November 28, 2001**, was made by **Helen Henderson**

to **City of Long Branch**

This Mortgage was made to secure payment of \$ **13,215.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **May 2, 2003**, in Mortgage Book **MB-8224** on Page **6320**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on

Witnessed or Attested by: _____ (Seal)
Adam Schneider, Mayor

_____ (Seal)
Kathy Schmelz, City Clerk

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:
I CERTIFY that on **Adam Schneider, Mayor** personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:
I CERTIFY that on **Adam Schneider** personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as **Mayor**
of **the City of Long Branch** the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
Tonya Medina
City of Long Branch
344 Broadway
Long Branch, NJ 07740

Print name and title below signature

(For Recorder's Use Only)

R# 65-12

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

WHEREAS, as part of its 2012 Summer Entertainment Program, the City of Long Branch wishes to contract with various bands to provide musical performances, for the 2012 Summer Entertainment Series given at various dates throughout the summer of 2012; and

WHEREAS, in accordance with NJSA 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 bids; and

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

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contracts in the following accounts – Administration, Appropriation #2-01-012-801 in the amount not to exceed \$4600.00, Grant, Appropriation #G-12-068-403 in the amount not to exceed \$6000.00, Trust, Appropriation #T-14-250-001 in the amount not to exceed \$2100.00.

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

Gas House Gorillas, LLC, for a musical performance by The Gas House Gorillas, on August 5, 2012, for a sum not to exceed \$900.00.

Felix J. Cabrera, for a musical performance by The Felix Cabrera Band, on August 19, 2012, for a sum not to exceed \$900.00.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 13, 2012
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14TH DAY OF MARCH, 2012
Kathy L. Schele

Jun Fan Productions, LLC, for a musical performance by Matt Oree Band, on July 1, 2012, for a sum not to exceed \$900.00.

William Y. Farley, Jr., for a musical performance by The Yergy Music and Production Corporation, on July 22, 2012, for a sum not to exceed \$1200.00.

Over The Top Entertainment LLC, for a musical performance by Sirius Orchestra, on July 12, 2012, for a sum not to exceed \$2000.00.

The Nerds, for a musical performance by The Nerds, on July 19, 2012, for a sum not to exceed \$3000.00.

The Nerds, for a musical performance by The Nerds, on October 7, 2012, for a sum not to exceed \$3000.00.

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

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

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NEW JERSEY 07740
CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

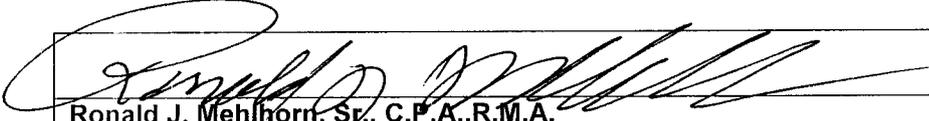
**CONTRACTS FOR MUSICAL ENTERTAINMENT
FOR VARIOUS 2012 SUMMER ENTERTAINMENT EVENTS**

Said contracts being made as follows:

LERROY J. DUNBAR	\$ 800.00
GAS HOUSE GORILLAS, LLC	\$ 900.00
FELIX J. CABRERA	\$ 900.00
JUN FAN PRODUCTIONS, LLC	\$ 900.00
WILLIAM Y. FARLEY, JR.	\$1200.00
OVER THE TOP ENTERTAINMENT, LLC	\$2000.00
THE NERDS, INC.	\$3000.00
THE NERDS, INC.	\$3000.00

Said funds being available in the form of:

<u>2012 BUDGET</u>	
ADMINISTRATION	
APPRO. #2-01-012-801	\$4600.00
GRANT	
APPRO. #G-12-068-403	\$6000.00
TRUST	
APPRO. #T-14-250-001	\$2100.00 \$1300.00

 Ronald J. Mehlhorn, Sr., C.P.A., R.M.A. Finance Director, Chief Financial Officer	2/27/12 Date
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BAND CONTRACT

The Band The Gas House Gorillas

agrees to perform for the City of Long Branch on the date of Aug 5 2012

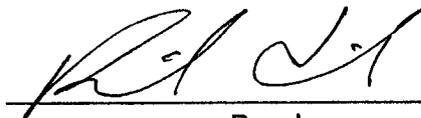
at the site of West End Park

for the amount of \$ 900⁰⁰

Make check payable to GAS HOUSE GORILLAS

This event will start promptly at 7 PM and will be of an hour and a half duration, straight through.

The City of Long Branch (will provide)/(will not provide) sound.



Band

City of Long Branch

BAND CONTRACT

The Band Felix Cabrera Band

agrees to perform for the City of Long Branch on the date of Aug 19 2012

at the site of West End Park

for the amount of \$ 900⁰⁰

Make check payable to Felix Cabrera

This event will start promptly at 7 PM and will be of an hour and a half duration, straight through.

The City of Long Branch (will provide)/(will not provide) sound.


FELIX CABRERA BAND
Band

City of Long Branch

BAND CONTRACT

The Band Matt O'Ree Band

agrees to perform for the City of Long Branch on the date of July 1 2012

at the site of West End Park

for the amount of \$ 900⁰⁰

Make check payable to JunFan Productions LLC

This event will start promptly at 7 PM and will be of an hour and a half duration, straight through.

The City of Long Branch (will provide)/(will not provide) sound.

MATT O'REE BAND
Band

City of Long Branch

ENTERTAINMENT AGREEMENT

Agreement made this 22nd Day of July 2012, 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 22, 2012
Rain or shine

TIME: 3:00 PM to 5:30 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: Bill Y. Farley, Jr.

Artist Representative
William Farley Jr.

Date: Jan. 30, 2012

BAND CONTRACT

The Band Sirius Orchestra

agrees to perform for the City of Long Branch on the date of July 12 2012

at the site of Peer Village

for the amount of \$ 2000

X Make check payable to Sirius Orchestra

This event will start promptly at 7 PM and will be of an hour and a half duration, straight through.

The City of Long Branch (will provide)/(will not provide) sound.

Richard S. Van Zee
Band

City of Long Branch

TARK INC. d.b.a.

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Lic.# BW0200000

S.T.A.R.S. Productions
91 High Street Newton, NJ 07860
(973) 300-9123 Fax (973) 300-5857

Contract # 3367

This agreement when executed on behalf of the undersigned ARTIST and PURCHASER, shall constitute a contract for the personal services of THE NERDS to provide entertainment for the PURCHASER according to the following terms and conditions.

PLACE The City of Long Branch, TBD Corner of Morris & Westwood Ave.
DATE(S) Sunday, October 7, 2012
HOURS 1 - 90 minute set
GROSS PRICE \$2,200 + \$800 Production (purchaser supplies lighting)

**Method
of
Payment**

Per One Night(s) Weekly
Payment to be made **BY CASH** or **CERTIFIED FUNDS** to THE NERDS, Inc. (Tax ID 22-3184312) upon arrival at the engagement prior to start of the show.
A non-refundable deposit of \$N/A payable to THE NERDS, Inc. shall be returned with the signed contract.
Admin. Price N/A Set-up Time TBD Sound Check TBD Start Time 3:00 P.M. - 4:30 P.M.

TERMS AND CONDITIONS

1. TARK INC. assumes no liability for breach or default of this contract by ARTIST or PURCHASER, and is a party to this contract solely for the purpose of protecting its interest as BOOKING AGENCY in connection with the Engagement Date(s) set forth above, and any and all subsequent Engagement Date(s) to the extent set forth in number 5 below.
2. The parties agree that ARTIST is contracting as a self-employed independent contractor and TARK INC. assumes no liability for any wrongful acts, loss, or damage to persons or property that ARTIST may cause, or that may occur to the person or property of ARTIST. PURCHASER and ARTIST agree to hold TARK INC. harmless from any and all such acts, loss or damage.
3. PURCHASER assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. ARTIST is responsible for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions.
4. This contract constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and, any rescission, reformation, modification or cancellation between PURCHASER and ARTIST is subject to the express written consent of BOOKING AGENCY. This contract may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same agreement.
5. **ARTIST & PURCHASER agree TARK INC. has performed a valuable service to each of them. PURCHASER & ARTIST acknowledge that but for TARK INC. efforts, PURCHASER would not have had the opportunity or ability to negotiate directly with the ARTIST, and ARTIST acknowledges that but for TARK INC. efforts, ARTIST would not have had the opportunity or ability to negotiate directly with the PURCHASER. Upon signing this contract PURCHASER, ARTIST (all members) and TARK INC. mutually agree that all return engagements of ARTIST (and/or any members of ARTIST) booked by or on behalf of PURCHASER within 3 years of the initial date of ARTISTS first performance at PURCHASERS venue pursuant to TARK INC. contract shall be booked through TARK INC. at regular agency commission. This term is binding upon all members of ARTIST, irrespective of whether this contract is signed on behalf of PURCHASER. This term is binding upon the PURCHASER, irrespective of whether this contract is signed on behalf of ARTIST.**
6. Leader of ARTIST represents and warrants that each musician and entertainer who is a member of ARTIST is competent to be bound by the terms of this contract. This agreement may be signed in two or more counterparts and each counterpart shall be binding on all of the parties hereto as if all of the parties hereto had signed the same counterpart.
7. This contract shall be deemed to have been made accepted in Newton, New Jersey, and the laws of the State of New Jersey. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Sussex County, New Jersey, and each party submits to the jurisdiction of said courts and waives the right to change venue.
8. The agreement of the Artist to perform on the engagement date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
9. In the event of non-payment, ARTIST and PURCHASER will be jointly and severally responsible for any & all attorneys fees and court costs plus, interest charges at 1.5% per month.
10. SPECIAL PROVISIONS_

IN WITNESS THEREOF, the parties have executed this agreement in the spaces provided below.

Print Purchaser's Full and Correct Name
City of Long Branch/ Mayor

Print Artist's Full and Correct Name
The Nerds, Inc.

X _____
Signature of Purchaser (or Agent thereof)
344 Broadway
Street Address
Long Branch, NJ 07740
City, State Zip Code
732-222-7000

X _____
Signature of Artist (or Agent thereof)(Leader)
91 High Street
Street Address
Newton, NJ 07860
City, State Zip Code
973-300-9123

THE NERDS CONTRACT RIDER

1. **Accesses, Load-in and Setup Time:**

The purchaser shall allow for a minimum of 3 hours for loading of equipment, setup and sound check.

The purchaser must provide free clear and level access, (NO BLUE STONE, DIRT, GRAVEL, GRASS or SAND NO STAIRS, STEPS OR FIRE ESCAPES) for loading and unloading of equipment. If there are stairs; purchaser must provide extra personnel, AT NO COST TO THE ARTIST, to assist in loading and unloading of equipment. Please consider these requirements when coordinating and scheduling your event. The artist's production manager must approve any changes to this policy.

2. **Stage:**

The purchaser will provide a stage area of at least 24 feet in width, 16 feet in depth and 2 foot in height . stage must be level, very stable and must have a **NON-SKID** surface. The stage is for exclusive use by the artist.

All outdoor events are to have a covered, climate controlled stage to protect band, crew and equipment with temperatures of a Low 70 and High 95.

In this is an outdoor event in case of inclement weather, purchaser shall have an indoor climate controlled environment to move artist to. **PLEASE NOTE: THE ARTIST IS AWARE OF ARCHITECTUAL BOUNDRIES THAT MAY EXIST IN CERTAIN VENUES PREVENTING THE USE OF THIS SIZE STAGE. CHANGES IN THE STAGE SIZE ARE ACCEPTABLE WITH PRIOR APPROVAL.**

3. **Power:**

A minimum of 7 (20) amp circuits.

The electrical service must terminate within 25 feet of the stage

All power is to be dedicated for the sole use by the artist.

4. **Parking:**

The purchaser must provide sufficient parking for a 25' freight crew truck and a van as well as the touring members and promoters.

NON-TECHNICAL

1. Dressing Room:

The purchaser must provide a private dressing room.

- 2. Hospitality:** The purchaser shall provide in the dressing room, at no cost to the artist, the following quantities of items sufficient for 7 people:
Sandwiches, condiments, salads, etc.
2 cases of bottled water.
Soft drinks, Coffee etc.
An adequate supply of cups, plates, napkins and eating utensils.

4. Insurance Indemnity:

It is agreed that NO responsibility for public liability rest with the artist and is the sole responsibility of the purchaser and that the purchaser must have a certificate of insurance in full effect for the duration of this event. The artist will not be held responsible for any death, accident or other injury however caused by or incurred by the purchaser or any of the purchaser's employees during the currency of this contract.

6. Cancellation, Illness, Force Majuere:

The artist's obligation to perform is subject to proven detention by illness, incapacity, accident or accidents to means of transportation, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond the control of the artist.

9. Miscellaneous:

Any contract returned with this rider unattached, unsigned or altered in any way without prior negotiation and or written consent from the artist(s) and or S.T.A.R.S Productions shall make the contract null and void and shall be deemed reason for immediate cancellation of the engagement specified hereunder. Any claim or dispute arising of or in relation to this agreement or the breach thereof shall be settled by arbitration in Newton, New Jersey in accordance with the rules and regulations of the American Arbitrations Association governing three member panels. These parties hereto agree to be bound to the award. In such arbitration a judgment upon the awards rendered by the arbitrators may be entered in any court having jurisdiction thereof in the state of New Jersey.

AGREED AND ACCEPTED BY:

Purchaser
(Authorized Signature)

Artist
(Authorized Signature)

TARK INC. d.b.a.

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Lic.# BW020000

S.T.A.R.S. Productions
91 High Street Newton, NJ 07860
(973) 300-9123 Fax (973) 300-5857

Contract # 3366

This agreement when executed on behalf of the undersigned ARTIST and PURCHASER, shall constitute a contract for the personal services of THE NERDS to provide entertainment for the PURCHASER according to the following terms and conditions.

PLACE The City of Long Branch "Thursday Night Beachfront Series"
DATE(S) Thursday, July 19, 2012
HOURS 1 - 90 minute set
GROSS PRICE \$2,200 + \$800 Production (purchaser supplies lighting)
Per One Night(s) Weekly

**Method
of
Payment**

"Payment to be made **BY CASH** or **CERTIFIED FUNDS** to THE NERDS, Inc. (Tax ID 22-3184312) upon arrival at the engagement prior to start of the show.
A non-refundable deposit of \$N/A payable to THE NERDS, Inc. shall be returned with the signed contract.
Admin. Price N/A Set-up Time TBD Sound Check TBD Start Time 7:00 p.m. - 8:30 p.m.

TERMS AND CONDITIONS

1. TARK INC. assumes no liability for breach or default of this contract by ARTIST or PURCHASER, and is a party to this contract solely for the purpose of protecting its interest as BOOKING AGENCY in connection with the Engagement Date(s) set forth above, and any and all subsequent Engagement Date(s) to the extent set forth in number 5 below.
2. The parties agree that ARTIST is contracting as a self-employed independent contractor and TARK INC. assumes no liability for any wrongful acts, loss, or damage to persons or property that ARTIST may cause, or that may occur to the person or property of ARTIST. PURCHASER and ARTIST agree to hold TARK INC. harmless from any and all such acts, loss or damage.
3. PURCHASER assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. ARTIST is responsible for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions.
4. This contract constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and, any rescission, reformation, modification or cancellation between PURCHASER and ARTIST is subject to the express written consent of BOOKING AGENCY. This contract may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same agreement.
5. **ARTIST & PURCHASER agree TARK INC. has performed a valuable service to each of them. PURCHASER & ARTIST acknowledge that but for TARK INC. efforts, PURCHASER would not have had the opportunity or ability to negotiate directly with the ARTIST, and ARTIST acknowledges that but for TARK INC. efforts, ARTIST would not have had the opportunity or ability to negotiate directly with the PURCHASER. Upon signing this contract PURCHASER, ARTIST (all members) and TARK INC. mutually agree that all return engagements of ARTIST (and/or any members of ARTIST) booked by or on behalf of PURCHASER within 3 years of the initial date of ARTISTS first performance at PURCHASERS venue pursuant to TARK INC. contract shall be booked through TARK INC. at regular agency commission. This term is binding upon all members of ARTIST, irrespective of whether this contract is signed on behalf of PURCHASER. This term is binding upon the PURCHASER, irrespective of whether this contract is signed on behalf of ARTIST.**
6. Leader of ARTIST represents and warrants that each musician and entertainer who is a member of ARTIST is competent to be bound by the terms of this contract. This agreement may be signed in two or more counterparts and each counterpart shall be binding on all of the parties hereto as if all of the parties hereto had signed the same counterpart.
7. This contract shall be deemed to have been made accepted in Newton, New Jersey, and the laws of the State of New Jersey. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Sussex County, New Jersey, and each party submits to the jurisdiction of said courts and waives the right to change venue.
8. The agreement of the Artist to perform on the engagement date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
9. In the event of non-payment, ARTIST and PURCHASER will be jointly and severally responsible for any & all attorneys fees and court costs plus, interest charges at 1.5% per month.
10. SPECIAL PROVISIONS_

IN WITNESS THEREOF, the parties have executed this agreement in the spaces provided below.

Print Purchaser's Full and Correct Name
City of Long Branch/ Mayor

Print Artist's Full and Correct Name
The Nerds, Inc.

X _____
Signature of Purchaser (or Agent thereof)
344 Broadway
Street Address
Long Branch, NJ 07740
City, State Zip Code
732-222-7000

X _____
Signature of Artist (or Agent thereof)(Leader)
91 High Street
Street Address
Newton, NJ 07860
City, State Zip Code
973-300-9123

THE NERDS CONTRACT RIDER

1. **Accesses, Load-in and Setup Time:**

The purchaser shall allow for a minimum of 3 hours for loading of equipment, setup and sound check.

The purchaser shall provide a minimum of 20 people, including but not limited to, stagehands, backstage crew, and front of house crew, to assist in loading and unloading of equipment. Please consider these requirements when coordinating and scheduling your event. The artist's production manager must approve any changes to this policy.

2. **Stage:**

The purchaser will provide a stage area of at least 24 feet in width, 16 feet in depth and 2 foot in height . stage must be level, very stable and must have a **NON-SKID** surface. The stage is for exclusive use by the artist.

The purchaser shall provide a minimum of 20 people, including but not limited to, stagehands, backstage crew, and front of house crew, to assist in loading and unloading of equipment. Please consider these requirements when coordinating and scheduling your event. The artist's production manager must approve any changes to this policy.

PLEASE NOTE: THE ARTIST IS AWARE OF ARCHITECTUAL BOUNDRIES THAT MAY EXIST IN CERTAIN VENUES PREVENTING THE USE OF THIS SIZE STAGE. CHANGES IN THE STAGE SIZE ARE ACCEPTABLE WITH PRIOR APPROVAL.

3. **Power:**

A minimum of 7 (20) amp circuits.

The electrical service must terminate within 25 feet of the stage

All power is to be dedicated for the sole use by the artist.

4. **Parking:**

The purchaser must provide a minimum of 20 parking spaces for the artist's crew, including but not limited to, stagehands, backstage crew, and front of house crew, to assist in loading and unloading of equipment. Please consider these requirements when coordinating and scheduling your event. The artist's production manager must approve any changes to this policy.

NON-TECHNICAL

1. Dressing Room:

The purchaser must provide a private dressing room.

- 2. Hospitality:** The purchaser shall provide in the dressing room, at no cost to the artist, the following quantities of items sufficient for 7 people:
Sandwiches, condiments, salads, etc.
2 cases of bottled water.
Soft drinks, Coffee etc.
An adequate supply of cups, plates, napkins and eating utensils.

4. Insurance Indemnity:

It is agreed that NO responsibility for public liability rest with the artist and is the sole responsibility of the purchaser and that the purchaser must have a certificate of insurance in full effect for the duration of this event. The artist will not be held responsible for any death, accident or other injury however caused by or incurred by the purchaser or any of the purchaser's employees during the currency of this contract.

6. Cancellation, Illness, Force Majuere:

The artist's obligation to perform is subject to proven detention by illness, incapacity, accident or accidents to means of transportation, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond the control of the artist.

9. Miscellaneous:

Any contract returned with this rider unattached, unsigned or altered in any way without prior negotiation and or written consent from the artist(s) and or S.T.A.R.S Productions shall make the contract null and void and shall be deemed reason for immediate cancellation of the engagement specified hereunder. Any claim or dispute arising of or in relation to this agreement or the breach thereof shall be settled by arbitration in Newton, New Jersey in accordance with the rules and regulations of the American Arbitrations Association governing three member panels. These parties hereto agree to be bound to the award. In such arbitration a judgment upon the awards rendered by the arbitrators may be entered in any court having jurisdiction thereof in the state of New Jersey.

AGREED AND ACCEPTED BY:

Purchaser
(Authorized Signature)

Artist
(Authorized Signature)

R# 126-12

RESOLUTION ACCEPTING DONATION OF A 1979 FORD AMBULANCE VIN
#E37AHF36106 TO THE CITY OF LONG BRANCH FOR USE BY THE FIRE
DEPARTMENT AND FIRE POLICE

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby accept the donation of one 1979 Ford Ambulance Vin #E37AHF36106 to the City of Long Branch for use by the Fire Department and Fire Police; and

BE IT FURTHER RESOLVED, that the Comptroller shall be notified to place the ambulance on the City's fixed asset inventory list.

MOVED: Bastelli
SECONDED: Pallone

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 13, 2012
IN WITNESS WHEREOF, I HAVE HEREONTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14th DAY OF MARCH 2012
Kathy L. Schmeltz

Jonathan Ryan
24 Willow Ct.
Oceanport, NJ 07757

1/30/2012

Long Branch Fire Department
Long Branch, NJ 07740

Chief,

Please find attached the title for the 1979 Ford Ambulance VIN: E37AH F3610 6 that I am donating to the City of Long Branch for use of the Fire Department and Fire Police.



Jonathan Ryan

Axles: Single

Description



1979 Ford UTILITY WORK VAN OLD Ambulance 460 LOW MILES

Vehicle Description

Vehicle Description

1979 Ford E-350 Utility Work Van

**WE DROVE THIS Van OVER 500 Miles home from where we
bought it**

460 V-8 Gas Engine

Actual 52,926 MILES

Clear Title

Vin. # E37AHFE6106

Here is a very nice, clean 1979 Braun

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION D/B/A/ MEADOWLINK, IN THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch has been negotiating and investigating an agreement between the City of Long Branch and Meadowlands Transportation Brokerage Corporation d/b/a/ Meadowlink to provide a shuttle service program; and

WHEREAS, pursuant to the agreement annexed hereto and made a part hereof, Meadowlink agrees to provide shuttle service connecting the Long Branch train station with locations in the City of Long Branch described in Exhibits A and B; and

WHEREAS, the shuttle service will be provided Friday to Sunday or Friday through Monday (depending on ridership demand) each week, starting from May 26, 2012, through September 30, 2012, and on two (2) Mondays falling on May 28, 2012 and September 3, 2012 and will run from 9:00 A.M. to 9:00 P.M. on every Friday, Saturday, Sunday and any holiday (the City has the option to increase service until 11:00 P.M. depending on ridership demand); and

WHEREAS, the cost to the City is set forth in the agreement and which fees and costs to the City shall not exceed the sum of \$33,600; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available in the City budget the amount of \$33,600 has been allocated to Account No. G-11-052-401.

WHEREAS, said services provided by Meadowlink would be in the best interests of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Long Branch, be and is hereby authorized to execute the agreement between the City of Long Branch and Meadowlands Transportation Brokerage Corporation D/B/A Meadowlink annexed hereto and made a part hereof.

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

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 MARCH, 2012
[Signature]

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 the award of the following contracts/agreements:

PROVIDE SHUTTLE SERVICE

Said contract being made as follows:

**MEADOWLANDS TRANSPORTATION
BROKERAGE CORPORATION.
D/B/A MEADOWLINK**

\$33,600

Said funds being available in the form of:

**GRANT
COST OF SERVICE
APPRO. # G-11-052-401**

\$33,600



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

3/8/12
Date

AGREEMENT BETWEEN

**THE COUNCIL OF
CITY OF LONG BRANCH**

AND

**MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION
D/B/A MEADOWLINK**

THIS AGREEMENT made this _____ day of _____, 20____, and effective when executed by all parties (the "Effective Date"), between the Council of The City of Long branch, (hereinafter "**LONG BRANCH**"), whose principal place of business is Long Branch Municipal Building, 344 Broadway, Long branch, New Jersey, and Meadowlands Transportation Brokerage Corporation D/B/A/ MEADOWLINK (hereinafter "**MEADOWLINK**") a New Jersey non-profit corporation, having its principal place of business at 144 Park Place East, Wood-Ridge, New Jersey, 07075, (Collectively hereafter, the "Parties").

WHEREAS, following the approval of its proposal by NJ TRANSIT and the Federal Transit Administration, MEADOWLINK received a federal grant under the Congestion Mitigation and Air Quality Improvement Program, which covers 75% of the cost of a summer season shuttle service called *Shorelink*, connecting certain NJ transit TRAIN STATIONS WITH THE BEACHES AND Main Street in neighboring communities; and

WHEREAS, during the summer of 2011, aforementioned shuttle services were provided for Neptune, Belmar, Asbury Park and Bradley Beach; and

WHEREAS, subject to availability of funds from NJ Transit, the aforementioned shuttle services will be provided again during summer of 2012; and

WHEREAS, LONG BRANCH is desirous of participating in the said shuttle program;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and sufficient consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Shuttle Service.

(a) MEADOWLINK agrees to provide a shuttle service connecting the Long Branch Train Station, with _____ Avenue in Long Branch City, per the route set forth on **Exhibit "A"**, and the schedule set forth on **"Exhibit B"**, which are attached hereto and made a part hereof. The route and shuttle stops have been selected by LONG BRANCH in coordination with the County of Monmouth and Meadowlink. This route may be modified from time to time as mutually agreed upon by all parties.

(b) The shuttle service will be provided Friday to Sunday or Friday through Monday (depending on ridership demand) each week, starting from May 26, 2012, through September 30, 2012, and on two (2) Mondays falling on May 28th and September 3rd, 2012. The shuttle will run from 9:00 AM to 9:00 PM on every Friday, Saturday, Sunday, and any holiday. (The City has the option to increase service until 11:00 PM depending on ridership demand.)

(c) The shuttle service shall be provided using two (2) air-conditioned mini-buses equipped with wheelchair lift, and luggage space to accommodate passengers' belongings (If ridership demands then two jitneys may be provided).

(d) MEADOWLINK shall not commence service with a vendor unless and until such vendor provides MEADOWLINK with a certificate of insurance evidencing comprehensive general liability insurance coverage and comprehensive automobile liability insurance coverage. Such insurance coverage shall be in the amount of Five Million (\$5,000,000) Dollars. The vendor must also agree, in writing, that the vendor will indemnify, hold harmless, and defend MEADOWLINK and/or LONG BRANCH against any and all claims, costs, liabilities, damages and expenses in connection with or arising out of the transportation services provided without seeking indemnification or subrogation from either MEADOWLINK or LONG BRANCH.

(e) The vendor MUST ENSURE that (i) the minibuses utilized by such vendor shall be validly licensed, registered and inspected, properly maintained, air-conditioned, and in good condition and repair and (ii) all of vendor's drivers shall be duly licensed and insured and shall have produced documentation evidencing that such drivers have tested negative for any controlled substance ingestion.

(f) It is agreed that **LONG BRANCH** will coordinate with its Police department to ensure that all stops requested by LONG BRANCH are reviewed and approved for safety and any legal requirements. Further, LONG BRANCH will be responsible for appropriately marking or placing the shuttle stop signs at all stops.

2. Fares, Cost and Compensation.

(a) It is agreed that MEADOWLINK will collect a fare of one dollar (\$1.00) per person per ride. There is no discount for seniors. However, children under ten (10) may ride free.

(b) LONG BRANCH agrees to pay 25% of the cost of the shuttle service. The cost of the shuttle is \$70 per revenue hour. On a monthly basis, LONG BRANCH agrees to pay a price of Seventeen Dollars and Fifty Cents (\$17.50) per revenue hour for the shuttle service described herein from the period of May 26th through September 30th, 2012.

(c) The Total amount of the Contract Agreement shall not exceed \$33,600 (for two buses).

(d) MEADOWLINK will submit an invoice by the 5th business day of each month for the service rendered in the preceding calendar month. Any and all payments due MEADOWLINK shall be payable within thirty (30) days after receipt of the invoice.

3. Term.

(a) The term of this Agreement shall commence on the Effective Date and will continue in effect through September 30, 2012, unless extended by mutual agreement in writing.

(b) The Agreement may be terminated by either Party pursuant to thirty (30) calendar days written notice being provided prior to the noticed termination date and in accordance with other provisions of this Agreement.

(c) Additionally, in the event of a Default (Clause 4), the non-defaulting party may terminate this Agreement by written notice and all rights hereunder shall cease, but without prejudice to any claim by any party against the other arising prior to the effective date of termination. Termination pursuant to this sub-clause (c) shall be effective upon the date of receipt of such notice or the date specified therein, whichever is later.

4. Default.

The occurrence of one or more of the following shall be deemed a Default under this Agreement and just cause for termination of this Agreement by the non-defaulting party:

(a) Failure to Perform. A material breach of any term, covenant or agreement herein which continues un-remedied or uncorrected for a period of fifteen(15) calendar days, after written notice of default and demand for the cure of such default, from the non-defaulting party;
or

(b) Creditors – Bankruptcy. If a party makes an assignment for the benefit of other creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of any substantial part of its property, or (safe for the purpose of reorganization or amalgamation without insolvency) commences any proceeding relating to itself under any reorganization, arrangement, readjustment or debt, dissolution or liquidation.

tion under law or statute of any jurisdiction, whether now or hereafter in effect, or if it by any act indicates consent to, approval of, or acquiescence in, the appointment of any receiver or any trustee for it, or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (3) calendar days, or

(c) Cessation of Business. If a party ceases its business or operations covered under this Agreement or its legal existence.

5. Force Majeure.

The parties shall not be liable for loss or delays or failure in performance of any part of this Agreement from any cause reasonably beyond their control and without their fault or negligence, including, but not limited to, acts of God, strikes, traffic, or weather conditions (collectively referred to as "Force Majeure" conditions). The Party affected by a Force Majeure condition, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of the Force Majeure condition, provided, however, that the party so affected shall use diligence to avoid or remove such cause of nonperformance and shall resume performance whenever such condition is removed or ceases.

6. Representations.

(a) No Disabilities. Each party expressly warrants that it is ready, willing and able to enter into this agreement and that it is not subject to any prior agreement or to any law, rule or regulation which conflicts with, restricts or prohibits the terms of this Agreement and that it holds all permits, licenses, or other agreements necessary to perform fully its obligations under this agreement.

(b) Compliance. The Parties shall at all times, comply fully with all applicable laws, ordinances, tax requirements, rules and regulations.

7. Notices.

All required notices shall be in writing and sent by email or first class mail, postage prepaid, delivery confirmation requested, addressed to:

MEADOWLINK: 144 Park Place East
Wood-Ridge, NJ 07075
Attn: Krishna Murthy
Executive Director
Tel: 201-939-4242
Fax: 201-939-2630
Email: kmurthy@ezride.org

LONG BRANCH: Long Branch Municipal Building
344 Broadway
Long Branch, NJ 07740
Attn: Howard H. Woolley, Jr.
Business Administrator
Tel: 732-571-5645
Fax: 732-775-5143
Email: hwoolley@ci.long-branch.nj.us

or to such other address as either party may specify in writing. Urgent notices may be sent via confirmed facsimile or email, and confirmed by mail, delivery confirmation requested. Notices shall be deemed to have been given on the date delivered in person or on the date of receipt as indicated by a record of delivery such as signed receipt for certified mail or express delivery service or confirmation of facsimile or email.

7. Indemnity.

(a) MEADOWLINK agrees to indemnify and hold harmless LONG BRANCH of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against LONG BRANCH, to the extent caused by or arising out of or relating to any accident or injury caused by the vehicles provided as part of the shuttle service, in so far as the vehicle is operated within the scope of this Agreement. **This indemnity does NOT cover any**

criminal or wrongful use of the vehicle by any individual at any time. Further, in no event shall the maximum liability hereunder exceed the sum of \$5,000,000 (Five Million Dollars).

(b) Further, LONG BRANCH agrees to indemnify and hold harmless MEADOWLINK, and its vendor, Trans Ware, of and from any and all liabilities, claims, demands, losses, causes of action, damage, lawsuits, judgments, costs, expenses or disbursements of any kind or nature, including attorneys' fees and costs, that may be imposed on, incurred by, or asserted against MEADOWLINK and/or Trans Ware, to the extent caused by or arising out of or relating to the actions or conduct of riders of LONG BRANCH. **In no event shall the maximum liability hereunder exceed the sum of \$5,000,000 (Five Million Dollars).**

(c) For the purpose of the indemnity provided under this paragraph, a vehicle shall be defined as being "operated within the scope of this Agreement" if it is driven by an authorized person for the purpose of providing shuttle service.

9. Assignment.

No Party to this Agreement may assign to any third party its interest in, or rights or obligations under, this Agreement without the prior written consent of all other parties to this Agreement.

10. Governing Law and Forum.

This Agreement shall be deemed to be an Agreement made in New Jersey, and shall in all respects be governed by and interpreted according to New Jersey law. Any dispute that cannot be amicably resolved may be brought before a state or federal court sitting in New Jersey. Each party hereby consents to the personal jurisdiction of any such court.

11. Amendment.

No modification or amendment of this Agreement shall be enforceable unless reduced to writing and executed by all Parties.

12. Agreement.

(a) This Agreement may be executed in two (2) counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same document.

(b) This Agreement and its attached exhibits, as may be amended from time to time by written agreement signed by all Parties, contain all the covenants, stipulations and agreements of the Parties and supercedes any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the Parties relating to the subject matter of this Agreement. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

13. Separability.

Should any term, covenant, condition or proviso in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement, and the application of such terms, covenant, condition or proviso to persons or circumstances other than those to which it is invalid, illegal or unenforceable, shall not be affected thereby and each term, covenant, proviso or condition of the Agreement shall be valid and enforceable to the extent permitted by law.

14. Authority.

Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives on the date or dates indicated below:

City of Long Branch

Meadowlands Transportation Brokerage Corporation d/b/a MEADOWLINK

By: _____
Signature

By: _____
Signature

Name: Adam Schneider, Mayor

Name: Perry Frenzel

Title: City of Long Branch

Title: Chairman

Date: _____

Date: _____

Exhibit A

Route Map

Exhibit B

Schedule

Long Branch City Shuttle Service
Bus Schedule

There will be two passenger buses deployed in Long Branch beginning **Saturday, May 26, 2012 at 9:00 AM to 11:00 PM**. The **Shuttle service is scheduled to terminate after Labor Day Weekend**. Buses will leave the Third Avenue train station fifteen minutes apart and one will take the daytime route #1 and the other will take the daytime route #2 (refer to route exhibits for more information). Each bus will take approximately thirty (30) minutes to return to the terminus.

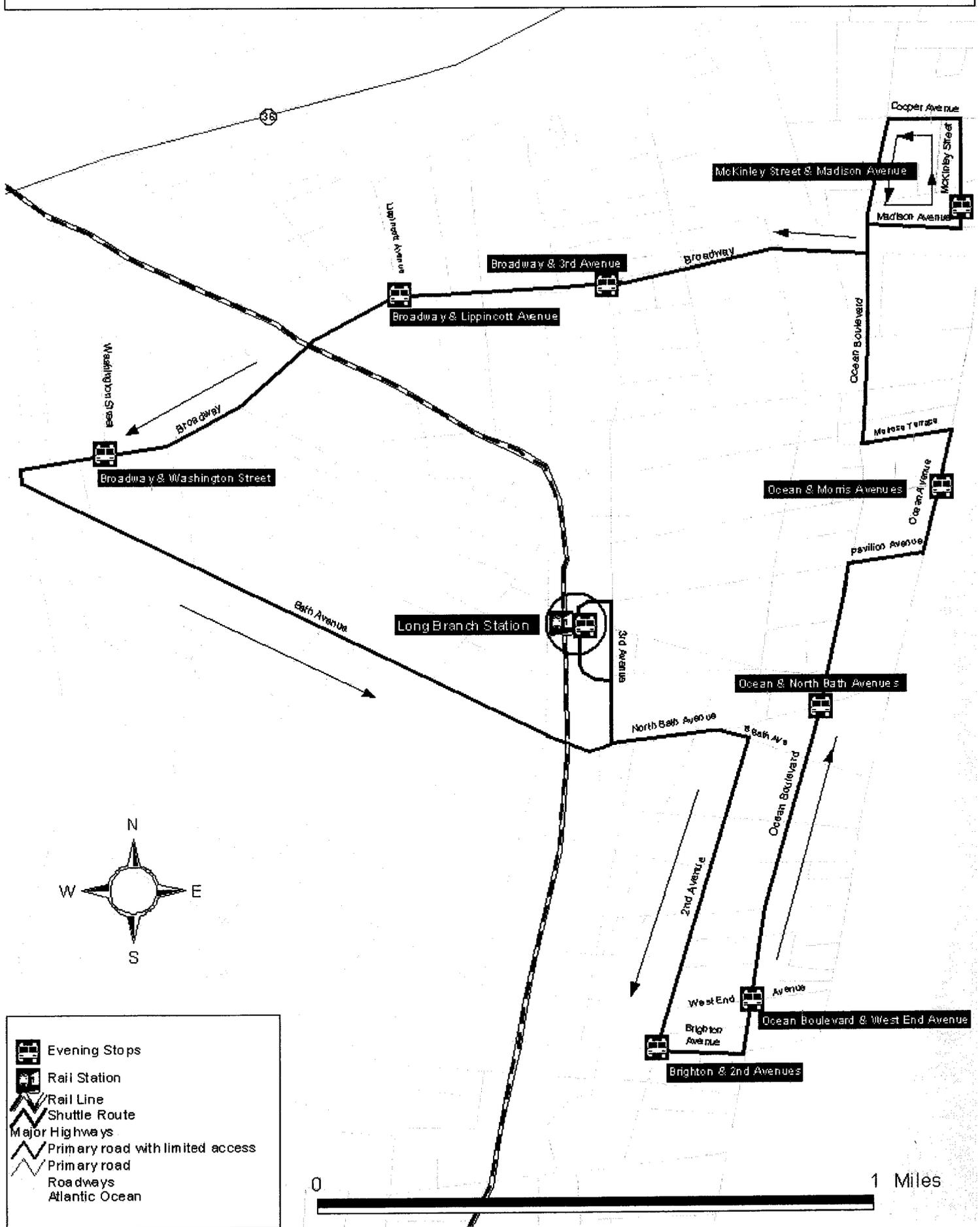
Buses will run **Fridays, Saturdays and Sundays** with the option of operating on holidays. **Hours of operation are from 9:00 AM to 11:00 PM**.

Please contact Howard H. Woolley Jr., (732-571-5645) or Jacob L. Jones, (732-923-2040) for more information.

Shuttle Service Evening Route
City of Long Branch NJ

- 1) Leave the **Third Avenue** Terminus and take **Third Avenue** south to **Bath Ave.** and turn left on **Bath Avenue.**
- 2) Take **Bath** to **South Bath** and turn right on **Second Ave.**
- 3) Take **Second** to Brighton (with a stop on **Brighton**).
- 4) Turn Left on **Brighton** and proceed east to **Ocean Boulevard.**
- 5) Take **Ocean Boulevard** to **Pavilion Ave.**
- 6) Turn right on **Pavilion** and go to **Ocean Avenue.**
- 7) Turn left on **Ocean Ave.** and proceed north to **Melrose Terrace.**
- 8) Turn left on **Melrose Terrace** and go west to **Ocean Boulevard.**
- 9) Turn right on **Ocean Boulevard** and proceed to **Madison Avenue.**
- 10) Go east on **Madison** to **McKinley Street.**
- 11) Make a left on **McKinley Street** proceed north to **Cooper Ave.**
- 12) Circle left on **Cooper** and proceed west to **Ocean Boulevard.**
- 13) Turn Left on **Ocean Boulevard** and proceed south to **Broadway.**
- 14) Take **Broadway** west (with a stop at **Third Avenue.** Proceed to **Bath Avenue** (sharp left before **Norwood Avenue**).
- 15) Take **Bath** to **Third Avenue** (right past the railroad tracks)
- 16) Turn Left on **Third Avenue** and proceed north to train station (on the left).

Figure 2 - Proposed Long Branch Area Shuttle (Evening Route)

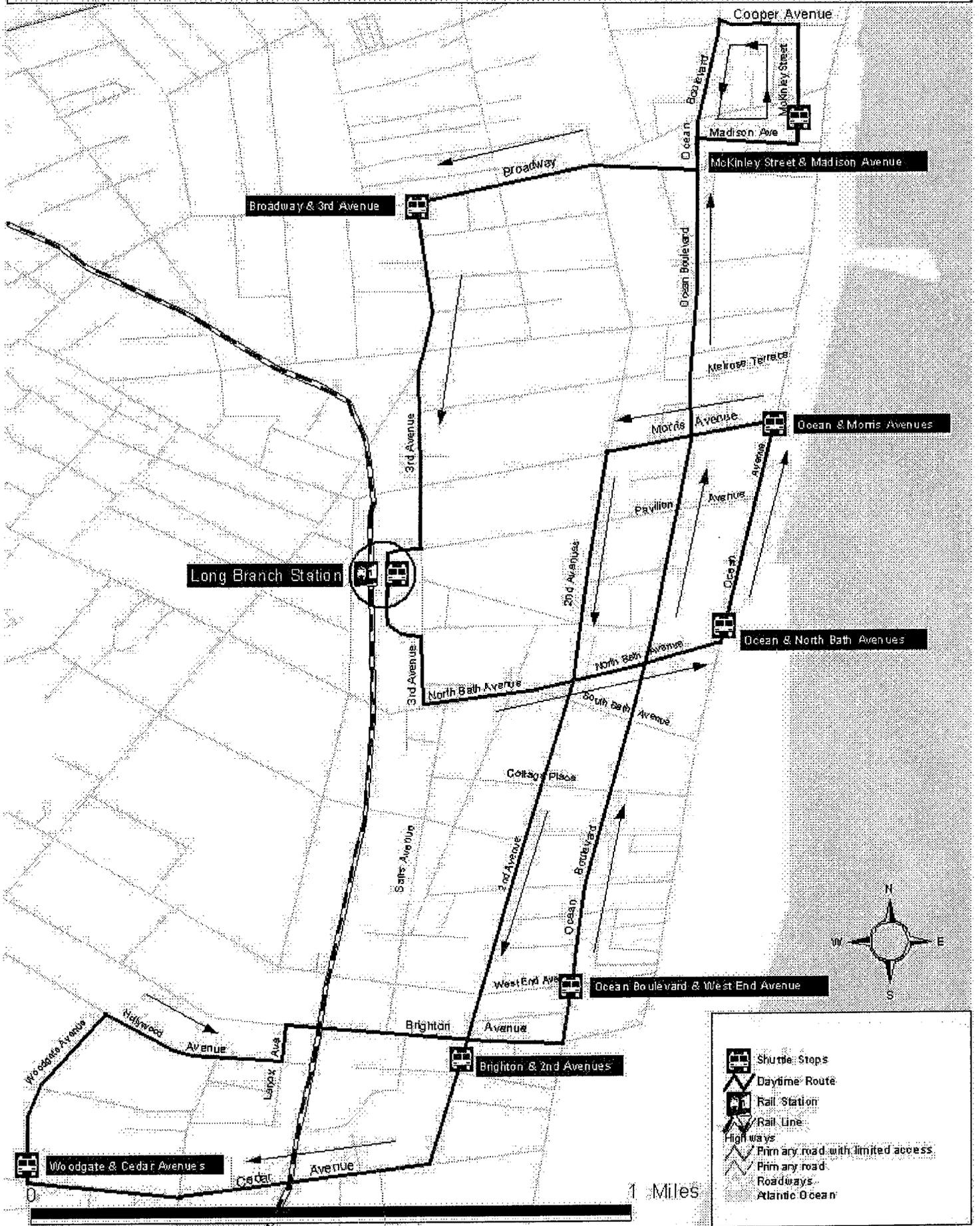


Long Branch City Shuttle Service
Daytime Route #1

- 1) Leave terminus and go right on Third Ave. to Bath.
- 2) Turn left on Bath proceed through light on South Bath to Ocean Ave.;
- 3) Go north on Ocean to Morris (*with stops at oceanfront beach entrances);
- 4) Turn left on Morris to Second Ave.;
- 5) Turn left on Second, proceed south to Cedar (with stop at Brighton);
- 6) Turn right on Cedar and stop after right turn on Woodgate;
- 7) Turn right on Hollywood and go left on Lenox to Brighton;
- 8) Turn right on Brighton and go to Ocean Boulevard;
- 9) Turn left on Ocean Boulevard and go to Madison;
- 10) Turn right on Madison and left on McKinley Street;
- 11) Turn left on Cooper to Left on Ocean Boulevard to Broadway;
- 12) Turn right on Broadway to Third Avenue and left on Third;
- 13) Take Third to Train Station
- 14) Turn right into Train station.

* Stops are made at beach entrances, Brighton Ave., West End beach area, hotel area, McKinley and Madison, restaurant area, Lower Broadway and Third Avenue.

Figure 1 - Proposed Long Branch Area Shuttle (Daytime Route 1)



Long Branch City Shuttle Service
Daytime Route #2

- 1) Leave Terminus and turn right on Third to Bath Avenue;
- 2) Turn left on Bath and proceed on South Bath through traffic signal to Ocean Avenue;
- 3) Take Ocean to Morris Ave. and turn left on Morris Ave.;
- 4) Take Morris to Second Avenue and turn left on Second Ave.;
- 5) Take Second Avenue to Brighton Avenue and turn left on Brighton;
- 6) Take Brighton Avenue to Ocean Boulevard and turn left;
- 7) Take Ocean Boulevard to Madison Avenue and turn right;
- 8) Take Madison Ave. to McKinley Street and turn left;
- 9) Take McKinley to Cooper and turn left;
- 10) Take Cooper to Ocean Boulevard and turn right;
- 11) Take Ocean Boulevard to Seaview and turn right;
- 12) Take Seaview to Ocean Ave. and turn left to Joline Ave.;
- 13) Take Joline west to Ocean Blvd. and turn left;
- 14) Take Ocean Blvd. south to Broadway and turn right;
- 15) Take Broadway to Third Ave., left on Third to Terminus;
- 16) Turn right into Third Avenue Terminus.

- Stops are made at beach entrances, Brighton Avenue, West End, hotel area, Beachfront North, restaurant area, Seven Presidents Park, Lower Broadway, Third Ave and the train station.

R# 68-12

RESOLUTION OF CONCURRENCE

NJDOT / CEDAR AVENUE

WHEREAS, an investigation was conducted by the NJ Department of Transportation to inventory the existing centerline markings along Route NJ 71 in the City of Long Branch, County of Monmouth; and

WHEREAS, upon completion of the investigation by the staff of the Bureau of Traffic Engineering it has been recommended to revise the centerline pavement markings to a "No Passing Zone" along Route NJ 71 in the vicinity of MP 12.9 (Cedar Avenue); and

WHEREAS, in order to legally establish the "No Passing Zone" the NJDOT is required to promulgate a Traffic Regulation Order and the first step is to receive a resolution of support from the municipal governing body.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby adopt this resolution of support for a "No Passing Zone to be established along Route NJ 71 MP 12.9 (Cedar Avenue) located in the City of Long Branch, County of Monmouth, New Jersey.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 12, 2012
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 12th DAY OF MARCH, 2012
Kathy L. Schemelz
MUNICIPAL CLERK, E.M.C.



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O.Box 600
TRENTON, NEW JERSEY 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

No Passing Zone
Route NJ 71 MP 12.9 (Cedar Ave)
City of Long Branch
Monmouth County

February 22, 2012

Kathy L. Schmelz, City Clerk
City of Long Branch
344 Broadway
Long Branch, NJ 07740-6994

Dear Ms. Schmelz :

This is in reference to an investigation conducted by the New Jersey Department of Transportation to inventory the existing centerline markings along Route NJ 71, in the City of Long Branch, County of Monmouth.

Staff of the Bureau of Traffic Engineering (BTE) has completed an investigation. Based on this investigation, it has been recommended to revise the centerline pavement markings to a "No Passing Zone" along Route NJ 71 in the vicinity of MP 12.9 (Cedar Ave).

In order to legally establish the "No Passing Zones", the New Jersey Department of Transportation is required to promulgate a Traffic Regulation Order (TRO). An initial step in the TRO process is to receive a Resolution of Support from the municipal governing body. A recent decision by the New Jersey Attorney General's Office has prompted administrative changes regarding the TRO process. As a result of this change, a Resolution of Support will now be required within 90 days.

Once this office is in receipt of the certified adopted Resolution of Concurrence from the City of Long Branch, governing body, a Traffic Regulation Order will be promulgated. The centerline markings will then be revised by NJDOT forces to reflect the "No Passing Zones"

Should you have any questions, please feel free to contact Robert Smetanka, Principal Traffic Investigator, at 609-530-2657.

Sincerely,

Michael E. Mihalic
Supervisor, Traffic Investigations
Bureau of Traffic Engineering

C: Chief of Police, Traffic, Mr. Aaron, Mr. Woolley, Council Mayor

R# 69-12

**RESOLUTION
2012 EMERGENCY TEMPORARY APPROPRIATIONS**

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

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

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

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

WHEREAS the total emergency temporary resolutions adopted in the year 2012 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total \$ 17,456,883.43 to the original temporary budget adopted January 1, 2012 in the amount of \$15,399,248.73 for a total Year to Date temporary budget of \$ 32,856,132.16

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

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

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

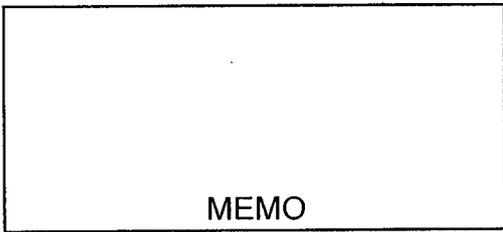
STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 13, 2012
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 13TH DAY OF MARCH 2012
Kathy L. Schemel
MUNICIPAL CLERK, N.J.C.

Temp. Budget Appropriations 201	Emergency Temporary Budget Approp. 01/10/12
----------------------------------------	------------------------------------------------------

Urban Enterprize Fund Administration
Shuttle Project

21,800.00

21,800.00



Award Contract

UEZ Shuttle Service Project
Revised Budget

Shuttle Service

Operating Costs (2 buses).....	\$33,600
Advertising/ Marketing, Materials.....	\$10,000
Supplies.....	\$3,200
Total Budget.....	\$46,800

Appropriated 2011	25,000.00
Balance Appropriated 2012	21,800.00

R# 70-12

RESOLUTION REDUCING REQUIRED PERFORMANCE GUARANTEES

Project: Beachfront North Phase 2 (Project 2)
Block 301, Lots 19.01, 19.02, 21,23 and 24

WHEREAS the City Conflict Engineer, Maser Consulting, recommend the Performance guarantee on the above referenced project be reduced, and,

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

WHEREAS the applicant has requested the reduction and the refund of any excess.

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

	Original	Reduced By	New Amount
Surety:***	\$81,552.96	\$57,087.07	\$ 24,465.89
Cash:	\$ 9,061.44	\$ 6,343.01	\$ 2,714.43

(***Surety = Lexon Insurance Co., Bond No. 1056580, dtd Oct. 27, 2010, in the amount of \$81,552.96

BE IT FURTHER RESOLVED that the Director of Finance is hereby authorized to issue a refund in the amount of \$6,343.01, representing the excess cash deposit on said performance guarantee, to :

Matzel & Mumford
110 Fieldcrest Avenue, Suite 50
Edison, NJ 08837+3634

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the above referenced applicant.

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON MARCH 13, 2012
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 13th DAY OF MARCH 2012
Kathy L. Schemelz
 MUNICIPAL CLERK, R.M.C.

R# 71-12

RESOLUTION AUTHORIZING CHANGE ORDER NOS. 4 AND 5 FOR LONG BRANCH CITY HALL ADA IMPROVEMENTS CONTRACT BETWEEN THE CITY OF LONG BRANCH AND McCAULEY CONSTRUCTION CO. INC.

WHEREAS, McCauley Construction has entered into a contract with the City of Long Branch for improvements to the City of Long Branch City Hall for building exterior and ADA improvements; and

WHEREAS, the total contract amount is \$489,000; and

WHEREAS, there is a total work allowance of \$45,000; and

WHEREAS, correspondence dated February 27, 2012 from Thomas R. Besold, RA, Design Ideas Group Architecture and Planning Company, who are the City's architects and who are in charge of the oversight of the project, recommend a Change Order in the amount of \$18,505.00 as set forth in a proposal dated February 23, 2012 by McCauley Construction, a copy of which is annexed hereto; and

WHEREAS, said \$18,505.00 would be within the total work allowance of \$45,000 for the project and would constitute Change Order No. 4; and

WHEREAS, pursuant to correspondence dated February 29, 2012 from McCauley Construction they are seeking a proposal for Change Order No. 5 in the amount of \$4,180.00 to replace six (6) stone treads on the lower section of the front steps; and

WHEREAS, correspondence from Thomas R. Besold, RA, Design Ideas Group Architecture and Planning Company dated March 7, 2012 has approved both Change Order Nos. 4 and 5, a copy of which is annexed hereto and made a part hereof; and

WHEREAS, said Change Order Nos. 4 and 5 are within the total work allowance of \$45,000 and upon the approval said Change Orders, there will be a balance on the work allowance of \$113.50.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to accept the proposal of McCauley Construction for Change Order No. 4 in the amount of \$18,505.00 and Change Order No. 5 in an amount of \$4,180.00 as annexed hereto and made a part hereof.

BE IT FURTHER RESOLVED that Change Orders Nos. 4 and 5 do not change the total amount of the contract as they are within the \$45,000 of work allowance as part of the original contract.

MOVED: Bastelli
SECONDED: Pallone

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT THE ABOVE RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 13, 2012 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 14th DAY OF MARCH, 2012.
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.



February 29, 2012

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

Re: Long Branch Tread Replacement and Minor Brick Repointing

PROPOSAL

We hereby propose to furnish all labor and materials and equipment necessary to remove and replace six Limestone Treads, and to Repoint One Brick as requested.

Scope of Work

*Remove and Replace 6-14"x 6' Limestone Treads
Disposal of all materials*

6 Limestone Treads @ \$95.00/each	\$570.00
2 men/ 2 days @ \$85/hr	\$2,720.00
Grind out existing joints around the one brick and repoint 1 man 6 hours	\$510
Total with 10%:	\$4,180.00

Respectively Submitted by:

Erick Y. Luton

ACCEPTANCE OF PROPOSAL:

_____	_____
Signature	Date
_____	_____
Signature	Date



February 23, 2012

City of Long Branch
344 Broadway
Long Branch, NJ 07740

Re: Power to Ice Melt System

PROPOSAL

We hereby propose to furnish all labor and materials necessary for the power to the snow melt system as per revised drawing E2.1 dated 2/6/12 by Design Ideas Group.

Scope of Work

Wire (1) 480/277 Volt Panel, Fed From Existing Spare 100 Amp Circuit Breaker in Panel MDP.
(6) 1 Pole 30 Amp Circuits for Snow Melt "Power" (Via MC Cable).
The above work is shown on D.I Group Drawing E2.1 dated 2/6/12, with the exception of MC Cable for the Snow Melt Circuitry.
Metal Conduit Sleeve around PVC Conduit for "Cold Leads" (This work not shown, but required).

Materials - \$3,296
Labor (106 hrs @ 95) - \$11,077
Office Time - Sun - 4hrs - \$440 MCC - \$400
40/277 Panel - \$1,610
Subtotal - \$16,823

Total w 10%: \$18,505

Respectively Submitted:

Matthew S. McCauley

ACCEPTANCE OF PROPOSAL:

Signature

Date

Signature

Date

R# 72-12

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

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

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

WHEREAS, in most of the cases a stipulation having been filed with the judgment indicating that relief from the same be made by way of credit to the taxpayer's account and,

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

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown on the attached sheet charging taxes for the years indicated in the amount of \$1,419.01.

BLOCK	LOT	NAME	YEAR	AMOUNT
87	9.343	City of Long Branch Account of: Schwartz, Richard & Elissa	2010	1,419.01

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 12, 2012
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 12 DAY OF MARCH, 2012
Kathy L. Schele
MUNICIPAL CLERK, E.M.C.

R# 73-12

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Bastelli
SECONDED: Pallone

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

State of New Jersey
County of Monmouth
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on MARCH 13, 2012.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 13 day of MARCH, 2012

Kathy L. Schmelz
Kathy L. Schmelz, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of March 13, 2012. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Assoc.	Rent for Municipal Court - March 2012	8,502.00	*
A T & T	Utilities - Telephone - Bills Dated 2/9 & 2/16/12 - Various Locations	67.14	*
A.R. Communications	Radio Equipment - Fire Prevention Office	85.00	
Alexander Hamilton Institute, Inc.	Employee Problem Solver - Administration	26.50	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Matters - January 2012	8,423.25	Pymt #1
Atlantic Plumbing Supply Corp.	Plumbing Materials for Fire Headquarters & Bath Avenue Comfort Station - DPW	984.75	
Auto Parts	Misc. Automotive Parts - February 2012 - DPW	2,927.32	
Battery Mart	Batteries - Fire Dept.	31.13	
Bergey's Truck, Inc.	Misc. Parts - PW #188 - DPW	113.83	
Big A Trucking Co.	Mount Tires - Fire #25-4-75 - Fire Dept.	145.00	
Blaze Emergency Equipment, LLC.	Rebuild Alternator - Fire #25-6-90 - Fire Dept.	3,690.59	
Bollinger Insurance, Inc.	Youth & Adult Basketball Accident Insurance Renewal - Recreation Dept.	1,268.00	
Bullet Lock & Safe Co.	Misc. Keys/Locks - January 2012 - Police Dept.	49.90	
C.T.M. Bulk Handlers, Inc.	Misc. Parts for Spreader - DPW	48.90	
Cablevision Lightpath, Inc.	Monthly Lease of Dark Fiber - February 2012 - IT-Administration	1,500.00	
Century Office Products, Inc.	Copier Maintenance - December 2011 / March 2012 - Planning / Senior Center	958.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	352,421.43	*
City of Long Branch Clearing Account	Reimburse Clearing Account	432,356.31	*
City of Long Branch Clearing Account	Reimburse Clearing Account	872,443.46	*
City of Long Branch Payroll Agency Account	Payroll Dated 3/02/12	35,281.25	*
City of Long Branch Payroll Agency Account	Payroll Dated 3/02/12	837,162.21	*
Clayton Block Co.	Mason Materials for Bath Avenue Comfort Station - DPW	56.86	
Coast Hardware Co.	Misc. Hardware - January 2012 - DPW	268.94	
Comcast Online	Internet Provider Service - 2/16-3/15/12 - IT-Admin./Police Dept.	251.85	*
Complete Security Systems, Inc.	Service Camera System - DPW	5,260.00	
Conte's Car Wash, Inc.	Car Wash Contract - February 2012	1,029.80	
CWA Local 1038	Dental/Vision - March 2012	5,200.00	*
DiFrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Appeals - January 2012	2,469.76	Pymt #1
Eastern Concrete Materials, Inc.	Materials for Bath Avenue Comfort Station - DPW	1,301.28	
Edwards Tire Co.	Tires - PD #57 - DPW	109.95	
Eric Reisher	Technical Support Services - December 2011 / February 2012 - L.B. Cable Commission	500.00	*
Estate of Gerald Russomano Jr.	Rent for DPW - March 2012	681.62	
F & S Tire Corp.	Retread Tires - DPW	1,344.00	
Fastenal Co.	Misc. Parts for Plows - DPW	95.56	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Fax Express
 Fed Ex
 Fleetsource, LLC.
 Ford Motor Credit Co.
 Fort Dearborn Life Insurance Co.
 Freehold Ford, Inc.
 Gagliano Appraisal, LLC.
 Garden State Highway Products, Inc.
 General Linen & Paper Supply
 George Wall
 Global Gov't./Education Solutions, Inc.
 Great America Leasing Corp.
 Greenbaum, Rowe, Smith & Davis
 Greenbaum, Rowe, Smith & Davis
 Horizon Blue Cross Blue Shield
 Horizon Blue Cross Blue Shield
 Howard H. Woolley, Jr.
 Institute for Professional Development
 J & N Enterprises
 Jamm Printing
 Jersey Cape Diagnostic
 Joann Fabrics & Crafts
 John Deere Landscapes, Inc.
 Joseph Frazzio - Wall, LLC.
 Keer Electrical Supply Co.
 Lanigan Assoc.
 Lexis Nexis
 Lomuro, Davison, Eastman & Munoz
 Long Branch Chamber of Commerce
 Long Branch Chamber of Commerce
 Long Branch Little League
 Lou's Uniforms
 Margarette Gatto
 Matthew Bender & Co.
 Maureen Mitchell, LLC.
 Mazza & Sons, Inc.
 MCAA c/o George Lockwood
 MCAA of Monmouth County c/o Anna Kuntz
 MCAA of NJ c/o Suzann Lorusso
 Monmouth County Bias Crime Officer's Assoc.
 Monmouth County Evidence Officers Assoc.
 Monmouth County Regional Health Commission

Fax Machine & Toner - Municipal Court / Community Dev. 1,539.00
 Overnight Shipping - Police Dept. 28.79
 Misc. Parts - Sanitation #400 - DPW 113.77
 (5) Lease/Purchase Vehicles - March & April 2012 3,427.09
 Life Insurance - March 2012 1,170.65
 Misc. Parts - Fire #25-68 & PD #11 - Fire Dept. / DPW * 316.07
 Tax Appeals - February 2012 1,875.00 Pymt #6
 Channel Posts - Traffic Dept. 735.00
 Janitorial Supplies - DPW 537.34
 Keys for PW #8 - DPW 75.00
 Computer Supplies - DPW 108.60
 Copier Lease - March 2012 - Various Depts. * 1,043.57
 Legal Services Rendered - COAH/Planning - January 2012 3,864.00 Pymt #1
 Legal Services Rendered - COAH/Planning - December 2011 126.00 Pymt #4
 Dental Benefits - March 2012 * 14,865.76
 Health Benefits - March 2012 * 383,197.92
 Reimbursement for Expenses Incurred - January & February 2012 - Administration 51.50
 Registration for Seminar - 12/2/11 - M. Martin - Comptroller 99.00
 Calibrate & Repair Meters - Fire Dept. 302.28
 Various Printed Forms - DPW / Administration 443.00
 Daily/Student/Seasonal 2012 Beach Badges - Recreation Dept. 44,502.15
 Supplies for Various Events in March 2012 - Senior Affairs * 499.05
 Stakes for Beachfront North & Blvd. - DPW 612.00
 Metal for Trailer - DPW 78.40
 Electrical Materials for Beachfront Comfort Stations & Fire Headquarters - DPW 702.63
 Uniform Shirt & Pants - Ptl. Cistaro - Police Dept. 144.94
 Accrunt License - January 2012 - Police Dept. 50.00 Pymt #1
 Legal Services Rendered - Bond Counsel - February 2012 6,255.25 Pymt #1-2
 Full Page Ad in Journal Honoring Damiano Family for Louis G, Libutti Award - Mayor's Office 100.00
 Rent for Community Dev. - March 2012 * 1,650.00
 2011 Reimbursement - Recreation Dept. 3,500.00
 (2) SGT. Badges for Fire Police - Fire Dept. 98.00
 Mileage Reimbursement - POMCA Training - January & February 2012 - Municipal Court 58.57
 NJ Admin Code Title 4A Renewal - May 2012 / April 2013 - Administration 66.00
 Registration - Budget Workshop - 2/1/12 - L. Delauro - DPW 120.00
 Recycling of Tires & Disposal of Bulky Waste - January 2012 - DPW 10,316.83
 Registration for Annual Conference - 2/2/12 - J. Butow & W. Laird - Tax Assessor's Office 120.00
 2012 Membership Dues - T. Turner/D. Stamberger/M. Hammel - Municipal Court 120.00
 2012 Membership Dues - T. Turner/D. Stamberger/M. Hammel - Municipal Court 135.00
 2012 Membership Dues - LT. Rizzuto/DET. Simonelli/SGT. Bard/SGT. Pione - Police Dept. 50.00
 2012 Membership Dues - Det. B. Garrett - Police Dept. 50.00
 2012 Interlocal Service Agreement - Lead Paint Analyzer Instrument - Health Dept. 480.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Municipal Clerk's Assoc. of Monmouth County	2012 Membership Dues - K. Schmelz - City Clerk	75.00	
New Jersey American Water Co.	Utilities - Water - 1/6-2/16/12 - Various Locations	45.00	*
New Jersey Motor Vehicle Commission	Registration Renewal - DPW	135.00	*
New Jersey Natural Gas	Utilities - Gas - 1/12-2/14/12 - Various Locations	11,786.74	*
NJHOA	2012 Membership Dues - D. Roach - Health Dept.	200.00	
NJMMA c/o Alan Zalkind	2012 Membership Dues - Howard H. Woolley Jr. - Administration	225.00	
Office Needs, Inc.	Toner Cartridges - DPW	300.15	
Party Fair	Supplies for Various Events in February 2012 - Senior Affairs	348.10	
Pat Krosnicki	Mileage Reimbursement - January / October 2011 - Senior Affairs	897.17	
Peter Strub	Mileage Reimbursement - Fourth Quarter 2011 - Human Services	80.42	
Petro King Service Co.	Service Contract - Gas & Diesel Dispensing & Tank Monitoring Equipment - 3/1/12-3/31/13 - DPW	715.00	
Pine Belt Automotive	Misc. Parts - PD #5 - DPW	394.06	
Provanage Corp.	Computer Equipment - Comptroller's Office	96.90	
Registered Municipal Accountants Assoc.	2012 Membership Dues - Finance Director	125.00	
Riggins, Inc.	Diesel Fuel - Delivered on 2/15/12 - DPW	12,562.80	
Rockafellers	Food for OEM Training - 1/27/12 - OEM	121.00	
Saker Shoprites, Inc.	Food for Various Events in February 2012 - Senior Affairs	1,497.28	
Samzie's Uniforms	Uniform Shirts for OEM	499.90	
Sanitation Equipment Corp.	Misc. Parts - Sanitation #40 - DPW	76.12	
Scala's Pizza	Food for Fire/Police/OEM - Fire on 2/13/12 - OEM	962.57	
Sea Coast	Alignment - OEM #25-930 - DPW	224.85	
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - January 2012 - DPW	406.80	
Sharp Electronics Corp.	Copier Lease - December 2011 / February 2012 - Recreation Dept.	526.80	*
Skip's Sports	T-Shirts for Youth Basketball Program - Recreation Dept.	1,019.25	
The Atlas Ladder Co.	Scaffold Rental - 11/16-12/14/11 - DPW	396.00	
The Central Jersey Club of the NANBPWC, Inc.	Full Page Ad in Journal Honoring Tyrone Garrett - Mayor's Office	100.00	
Thompson Design Group	Professional Services Rendered - General - January 2012	223.04	Pymt #1
Trans Experts, LLC.	Rebuild Transmission - PW #113 - DPW	2,250.00	
Trap Rock Industries, Inc.	Stone - Delivered to Atlantic Avenue - DPW	514.60	
Treasurer, County of Monmouth c/o MOCCERT Coord.	2012 Municipal Assessment for MOCCERT - Police Dept.	1,000.00	
Uline, Inc.	Supplies for I.D. Bureau - Police Dept.	322.22	
Verizon	Utilities - Telephone - Bill Dated 2/11/12 - Various Locations	212.24	*
Verizon Wireless	Cell Phone Service - Bill Dated 2/16/12 - Various Depts.	3,010.33	*
Vision Service Plan	Vision - March 2012	1,188.26	*
W.B. Mason Co.	Various Office Supplies - Various Depts.	1,541.20	
W.W. Grainger, Inc.	Misc. Equipment - DPW	1,427.91	
Warnock Fleet & Leasing	Prisoner Containment Units for (2) Vehicles - Police Dept.	2,194.78	
WPCS International, Inc.	Software Server Licensing - Police Dept.	875.00	

TOTAL CURRENT

3,109,260.24

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	18,932.63
Freehold Soil Conservation	Soil Erosion Permit	*	890.00
McCaughey Construction Co.	City Hall Improvements - February 2012		31,115.00 Pymt #6

TOTAL CAPITAL 50,937.63

Auto Parts	Misc. Automotive Parts - February 2012 - Animal Control		190.01
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,692.54
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,872.47
City of Long Branch Payroll Agency Account	Payroll Dated 3/02/12	*	276.63
City of Long Branch Payroll Agency Account	Payroll Dated 3/02/12	*	3,595.84
Conte's Car Wash, Inc.	Car Wash Contract - February 2012	*	15.60
Fort Dearborn Life Insurance	Life Insurance - March 2012	*	1.96
Horizon Blue Cross Blue Shield	Dental Benefits - March 2012	*	109.87
Horizon Blue Cross Blue Shield	Health Benefits - March 2012	*	2,443.48
Verizon Wireless	Cell Phone Service - Bill Dated 2/16/12 - Animal Control	*	116.91
Vision Service Plan	Vision - March 2012	*	20.32

TOTAL DOG 13,335.63

Academy Express, LLC.	Cancellation Fee for Bus Trip Scheduled for 12/10/11 - Community Dev.		250.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	39,349.44
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,875.44
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,080.01
City of Long Branch Payroll Agency Account	Payroll Dated 3/02/12	*	437.25
City of Long Branch Payroll Agency Account	Payroll Dated 3/02/12	*	5,642.76
Conte's Car Wash, Inc.	Car Wash Contract - February 2012	*	26.00
Fort Dearborn Life Insurance	Life Insurance - March 2012	*	9.80
Great America Leasing Corp.	Copier Lease - March 2012 - UEZ	*	112.62
Horizon Blue Cross Blue Shield	Dental Benefits - March 2012	*	156.00
Horizon Blue Cross Blue Shield	Health Benefits - March 2012	*	3,681.90
Stelair Design Corp.	Sweatshirts for Long Branch Recreation Basketball Program - Community Dev.		899.00
Vision Service Plan	Vision - March 2012	*	27.74

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

RESOLUTION CANCELLING THE BALANCE OF FIRST QUARTER TAXES FOR PROPERTY KNOWN AS 162 BROADWAY IN THE CITY OF LONG BRANCH

WHEREAS, 162 Broadway is a property located in the Broadway Corridor Redevelopment Zone;
and

WHEREAS, 162 Broadway was the subject of litigation resulting in an Order of Settlement being filed by the Court on the 4th day of January, 2012, a copy of which is annexed hereto; and

WHEREAS pursuant to the Consent Order of Settlement, the sale of the property took place on February 24, 2012, a copy of the closing statement is annexed hereto; and

WHEREAS the City of Long Branch took title to the property as well as has continuing possession of property known as 162 Broadway as well as had possession prior to the closing; and

WHEREAS it was appropriate pursuant to the terms of the Consent Order of Settlement as well as the prior Appellate Division decision for the City of Long Branch to cancel the remainder of taxes due for the first quarter on the property known as 162 Broadway; and

WHEREAS said result would be in the best interests for the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED that the Tax Collector be and the same is hereby authorized to cancel the remainder of any and all taxes due for the first quarter of 2012 for property known as 162 Broadway in the amount of \$ 1,317.25.

MOVED: Bastelli
SECONDED: Pallone

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 13, 2012
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 14th DAY OF MARCH, 2012
Kathy L. Schwelz
MUNICIPAL CLERK, R.M.C.