

SPECIAL WORKSHOP AGENDA

CITY COUNCIL

JUNE 9, 2021

5 P.M.

EXECUTIVE SESSION:

1. ATTORNEY/CLIENT PRIVILEGE
 - a. Cannabis (Louis Rainone)

WORKSHOP AGENDA

CITY COUNCIL

JUNE 9, 2021

6 P.M.

1. Review of Regular Meeting Agenda

EXECUTIVE SESSION:

1. CONTRACT NEGOTIATIONS
 - a. Municipal Pool (George Jackson)
 - b. Franklin Avenue Street Vacation (George Jackson)

2. ATTORNEY/CLIENT PRIVILEGE
 - a. 2021 Municipal Budget (Michael Martin)

**ADMINISTRATIVE AGENDA
CITY COUNCIL
CITY OF LONG BRANCH
JUNE 9, 2021
7:30 P.M.**

ROLL CALL:

**BILL DANGLER, COUNCILMAN
DR. ANITA VOOGT, COUNCILWOMAN
ROSE WIDDIS, COUNCILWOMAN
DR. MARY JANE CELLI, COUNCIL VICE PRESIDENT
MARIO VIEIRA, COUNCIL PRESIDENT**

PLEDGE OF ALLEGIANCE

THE MAYOR, COUNCIL AND ADMINISTRATION OF THE CITY OF LONG BRANCH ARE COMMITTED TO CULTIVATING AN ENVIRONMENT OF MUTUAL TRUST AND RESPECT, AND TO VALUE THE DIVERSITY WHICH EXISTS IN OUR COMMUNITY. WE WILL STRIVE TO ENHANCE THE QUALITY OF LIFE FOR ALL WHO LIVE HERE, BY MAKING LONG BRANCH A DESIRABLE PLACE IN WHICH TO LIVE, LEARN, PLAY AND PROSPER

CERTIFICATION BY CLERK

READING AND APPROVAL OF PREVIOUS MINUTES

MAY 26, 2021

PRESENTATION

NONE

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION: (INTRODUCED: MAY 26, 2021)

- 11-21 AN ORDINANCE AMENDING CHAPTER 325-3C, SECTION 26, SCHEDULE II (NO PARKING ANYTIME-LESLIE COURT) - **AMENDED**
- 12-21 AN ORDINANCE OF THE CITY OF LONG BRANCH AMENDING SECTION 75-9 OF THE CODE OF THE CITY OF LONG BRANCH TO DECLARING JUNETEENTH DAY AS AN OFFICIAL CITY HOLIDAY

ORDINANCES FOR INTRODUCTION: (PUBLIC HEARING SCHEDULED FOR JUNE 23, 2021)

- 13-21 AN ORDINANCE AMENDING SECTION 78-1(c) OF THE CODE OF THE CITY OF LONG BRANCH CONCERNING THE AUTHORIZED MEMBERSHIP OF THE POLICE DEPARTMENT OF THE CITY OF LONG BRANCH
- 14-21 **PLACE HOLDER** – AN ORDINANCE ESTABLISHING FEES FOR THE MUNICIPAL POOL
- 15-21 AN ORDINANCE AMENDING CHAPTER 325 SECTION 5 SCHEDULE VII ONE WAY STREETS (MELROSE TERRACE)
- 16-21 A CALENDAR YEAR 2021 MODEL ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (NJSA 40A:4-45.14)

PUBLIC PARTICIPATION:

RESOLUTIONS:

- 114-21 A RESOLUTION APPROVING PAYMENT OF BILLS
- 115-21 A RESOLUTION OPENING CITY BEACHES FOR THE 2021 SUMMER SEASON AND DESIGNATING CERTAIN BEACHES AS BATHING OR SURFING BEACHES

- 116-21 A RESOLUTION SUPPORTING THE SUSTAINABLE JERSEY "CUT IT AND LEAVE IT" POLICY
- 117-21 A RESOLUTION AUTHORIZING GOVDEAL AUCTION OF CITY SURPLUS
- 118-21 A RESOLUTION PROCLAIMING JUNE 2020 LGBTQ+ PRIDE MONTH IN THE CITY OF LONG BRANCH
- 119-21 A RESOLUTION INTRODUCING THE 2021 MUNICIPAL BUDGET
- 120-21 A RESOLUTION AWARDED A CONTRACT FOR THE PURCHASE OF CAMERA EQUIPMENT AND ACCESSORIES FOR THE POLICE DEPARTMENT AND PLEASURE BAY POOL
- 121-21 A RESOLUTION AWARDED CONTRACT FOR LEASE PURCHASE OF (7) FORD UTILITY INTERCEPTORS FOR THE POLICE DEPARTMENT
- 122-21 A RESOLUTION APPROVING LIQUOR LICENSE RENEWALS FOR THE 2021/2022 LICENSE TERM
- 123-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY CUSPER HOLDINGS LLC STATE LICENSE #1325-33-046-009 FOR THE 2021/2022 LICENSE TERM
- 124-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY HADDAD RICHARD STATE LICENSE HELD BY HADDAD RICHARD STATE LICENSE #1325-33-025-009 FOR THE 2021/2022 LICENSE TERM
- 125-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP LIQUOR 1 LLC STATE LICENSE #1325-33-056-011 FOR THE 2021/2022 LICENSE TERM
- 126-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP LIQUOR 2 LLC STATE LICENSE #1325-33-020-007 FOR THE 2021/2022 LICENSE TERM

- 127-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP LIQUOR 3 LLC STATE LICENSE #1325-33-031-007 FOR THE 2021/2022 LICENSE TERM
- 128-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY PIER VILLAGE III LIQUOR LICENSE 3 LLC STATE LICENSE #1325-33-012-011 FOR THE 2021/2022 LICENSE TERM
- 129-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY TAVOLO (TRE OUMNI PELATI LLC) STATE LICENSE #1325-33-034-008 FOR THE 2021/2022 LICENSE TERM
- 130-21 A RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY TROPIKANA INC (GONZALEZ ALBA) STATE LICENSE #1325-33-013-006 FOR THE 2021/2022 LICENSE TERM
- 131-21 A RESOLUTION IMPOSING SPECIAL CONDITIONS UPON THE PLENARY RETAIL CONSUMPTION LICENSE 1325-33-061-006 OWNED BY ADMAN LICENSE HOLDINGS, LLC T/A 656 OCEAN AND RENEWING SAME FOR THE 2021/2022 LICENSE TERM
- 132-21 A RESOLUTION IMPOSING SPECIAL CONDITIONS ON PLENARY RETAIL LICENSE 1325-33-027-010 OWNED BY LB CITY, INC. AND AUTHORIZING RENEWAL FOR THE 2021/2022 LICENSE TERM
- 133-21 A RESOLUTION IMPOSING SPECIAL CONDITIONS ON PLENARY RETAIL CONSUMPTION LICENSE #1325-33-050-007 OWNED BY GAZZBAR CORP. (MURPHY'S BAR) AND AUTHORIZING RENEWAL FOR THE 2021/2022 LICENSE TERM
- 134-21 A RESOLUTION AUTHORIZING CONTRACTS FOR SUMMER MUSICAL PERFORMANCES WITH LEGACY LIGHTING LLC
- 135-21 A RESOLUTION AUTHORIZING CONTRACTS FOR SUMMER CONCERT MUSICAL PERFORMANCES PIER VILLAGE

- 136-21 RESOLUTION TO REFUND OVERPAYMENT OF PROPERTY TAXES
- 137-21 **PLACE HOLDER** – 11 PARK AVENUE AGREEMENT
- 138-21 **PLACE HOLDER** – RIPARIAN ZONE MITIGATION PLAN AGREEMENT
- 139-21 A RESOLUTION RELEASING ESCROW DEPOSIT TO 69 Brighton LLC
- 140-21 A RESOLUTION GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964"

APPLICATIONS:

Appointment of the following member of the Long Branch Fire Department:

<u>NAME</u>	<u>COMPANY</u>	<u>STATUS</u>
Thomas Conlon	Elberon	Active

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

**CITY OF LONG BRANCH
ORDINANCE NO. 11-21 (AMENDED)**

**ORDINANCE AMENDING CHAPTER 325-3C SECTION 26 SCHEDULE II
(No Parking Anytime-Leslie Court)**

NOW, THEREFORE, BE IT ORDAINED In accordance with the provisions of § 325-326 Parking prohibited at all times on certain streets. No person shall park a vehicle at any time upon any of the streets or parts thereof described in Schedule II (§ 325-26) attached to and made a part of this chapter.

325-26Schedule II: Parking Prohibited at All Times on Certain Streets.
[Amended 11-23-1971 by Ord. No. 618; 11-14-1972 by Ord. No. 660; 8-28-1973 by Ord. No. 700; 5-27-1975 by Ord. No. 780; 5-11-1976 by Ord. No. 815; 9-28-1976 by Ord. No. 831; 10-12-1976 by Ord. No. 833; 9-14-1977 by Ord. No. 891; 7-25-1978 by Ord. No. 920; 8-8-1978 by Ord. No. 922; 6-19-1979 by Ord. No. 948; 8-19-1980 by Ord. No. 990; 3-10-1981 by Ord. No. 1008; 5-12-1981 by Ord. No. 1020; 6-9-1981 by Ord. No. 1023]

In accordance with the provisions of § 325-3C, no person shall park a vehicle at any time upon any of the following streets or parts of streets

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Leslie Court	East Side	Entire Length

Introduced:

Adopted:

Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor



JACOB E. TEBELE, ESQ.

Mailing Address:
969 LESLIE COURT
LONG BRANCH, NEW JERSEY 07740

JACKTEBELE@GMAIL.COM
TEL: 732-444-8191 FAX: 732-870-2528

April 15, 2021

VIA EMAIL & FIRST-CLASS MAIL

Mayor John Pallone
Council Member Rose Widdis
Council Member Dr. Mary Jane Celli
Council Member Bill Dangler
Council Member Mario Vieira
Council Member Dr. Anita Voogt
City of Long Branch
344 Broadway
Long Branch, NJ 07740

Re: Proposed Resolution For Modification of Parking Restrictions on Leslie Court

Dear Honorable Mayor and Honorable Members of the Long Branch City Council:

As a follow up from my prior October 8, 2020 letter, I write today on behalf of the undersigned residents of Leslie Court to request a modification of the parking restrictions that are currently in effect there. More specifically, I request that the parking restrictions be revised to allow parking at all times on the west side of the street. I write this letter following the solicitation of the input and recommendations of each of the residents.

By signing this letter, the undersigned residents have agreed to allow me to speak on behalf of each of them in connection with this application. As a year-round resident of Leslie Court for 30+ years, I truly believe that, after weighing all options and considerations, a modification of the parking restrictions in accordance with the aforementioned recommendation, will best serve the interests of both residents of Leslie Court and those non-residents who desire to park there.

On behalf of the undersigned residents, I thank each of you for the attention given to this matter. I can be reached at (732) 444 - 8191 to answer any questions or concerns that you may have regarding this request.

Respectfully submitted,

Jacob Tebele, Esq.

THE UNDERSIGNED RESIDENTS AGREE WITH THE FOREGOING REQUEST:

MARY HARARY 2012 TRUST/ TRUSTEE
981 Leslie Court

MOISE/ BERTA JAJATI
970 Leslie Court

ELIE & VIVIAN FIELLA
976 Leslie Court

DAVID & NELLIE HADDAD/ SAM HADDAD
983 Leslie Court

JOSEPH & SANDRA MOSSERI
975 Leslie Court

EDWARD & MARLENE LEBEL
969 Leslie Court

VICTOR & NADIA GUINDI
959 Leslie Court

THE UNDERSIGNED RESIDENTS AGREE WITH THE FOREGOING REQUEST.

MARY GARARY 2012 TRUST, TRUSTEE
984 Leslie Court

MOISE/BERTA MAJALI
970 Leslie Court

EUGIL & VIVIAN UTLUA
976 Leslie Court

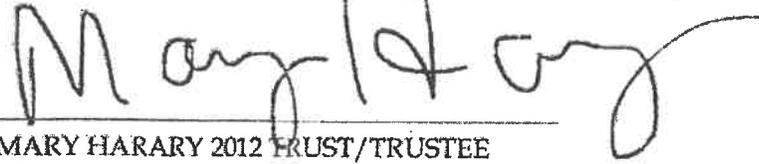
DAVID & NETTIE HADDAD/SAM HADDAD
983 Leslie Court

JOSEPH & SANDRA MOSSIER
975 Leslie Court

EDWARD & MARLENE TRIBE
969 Leslie Court

VICTOR & NADIA GUINDI
959 Leslie Court

THE UNDERSIGNED RESIDENTS AGREE WITH THE FOREGOING REQUEST:



MARY HARARY 2012 TRUST/TRUSTEE
984 Leslie Court

MOISE/BERTA JAJATI
970 Leslie Court

ELIE & VIVIAN FTEHA
976 Leslie Court

DAVID & NELLIE HADDAD/SAM HADDAD
983 Leslie Court

JOSEPH & SANDRA MOSSERI
975 Leslie Court

EDWARD & MARLENE TEBELE
969 Leslie Court

VICTOR & NADIA GUINDI
959 Leslie Court

THE UNDERSIGNED RESIDENTS AGREE WITH THE FOREGOING REQUEST:

MARY HARARY 2012 TRUST / TRUSTEE
984 Leslie Court

MOISE / BERLA JALALI
970 Leslie Court

ELLI & VIVIAN FELHA
976 Leslie Court

DAVID & NELI ELIADDAO / SAM HAMAD
983 Leslie Court

JOSEPH & SANDRA MOSSERI
975 Leslie Court

EDWARD & MARLENE TUBBER
969 Leslie Court

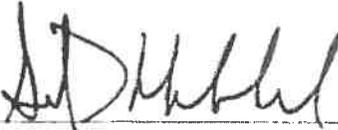
VICTOR & NAJVA GLENDI
959 Leslie Court

THE UNDERSIGNED RESIDENTS AGREE WITH THE FOREGOING REQUEST:

MARY HARARY 2012 TRUST/ TRUSTEE
984 Leslie Court

MOISE/ BERTA JAJATI
970 Leslie Court

ELIE & VIVIAN FTLHA
976 Leslie Court



DAVID & NELLIE HADDAD/ SAM HADDAD
983 Leslie Court

JOSEPH & SANDRA MOSSERI
975 Leslie Court

EDWARD & MARLENE TEBELE
969 Leslie Court

VICTOR & NADIA GUINDI
959 Leslie Court

**CITY OF LONG BRANCH
ORDINANCE NO. 12-21**

**AN ORDINANCE OF THE CITY OF LONG BRANCH AMENDING SECTION 75-9 OF THE
CODE OF THE CITY OF LONG BRANCH TO DECLARING JUNETEENTH DAY AS AN
OFFICIAL CITY HOLIDAY**

SUMMARY

**An ordinance establishing Juneteenth Day as an official City holiday to be celebrated on the 3rd
Friday of June**

WHEREAS, Juneteenth commemorates June 19, 1865 when Union General Gordon Granger rode into Galveston, Texas to inform enslaved people of the 1863 Emancipation Proclamation and their freedom; and

WHEREAS, on September 10, 2020 Govern Phil Murphy signed into law legislation that establish Juneteenth Day, to be celebrated on the 3rd Friday of June each year, as a state holiday; and

WHEREAS, the City Council has determined that to commemorate this important day that Juneteenth Day should be an official City Holiday.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that it does hereby declare Juneteenth Day an official City Holiday and Section 75-9(A) of the Code of the City of Long Branch is hereby amended to include on the list of official holidays Juneteenth Day to be celebrated on the 3rd Friday of June.

BE IT FURTHER ORDAINED that this ordinance shall take effect in a time and manner prescribed by law

Introduced:

Adopted:

Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor

**CITY OF LONG BRANCH
ORDINANCE NO. 13-21**

**AN ORDINANCE AMENDING SECTION 78-1(C) OF THE CODE OF THE CITY OF
LONG BRANCH CONCERNING THE AUTHORIZED MEMBERSHIP OF THE
POLICE DEPARTMENT OF THE CITY OF LONG BRANCH**

SUMMARY

An Ordinance changing the authorized membership of the Police Department of the City of Long Branch, reducing the number of Captains from Four to Three and increasing the number of Sergeants from Fourteen to Fifteen

BE IT ORDAINED, by the City Council of the City of Long Branch that Section 78-1(C) of the code of the City of Long Branch is hereby amended to read as follows:

- (1) Three ~~Four~~ Police Captains.
- (2) Seven Police Lieutenants.
- (3) Fifteen ~~Fourteen~~ Police Sergeants.
- (4) Sixty-six ~~seventy~~ Patrolmen.
- (6) Any such other probationary officers, police matrons, traffic officers, school traffic officers, officers and employees as the Council will from time to time authorize.

BE IT FURTHER ORDAINED, that this ordinance shall take effect following adoption and approval in a time and manner prescribed by law.

ITEM BELOW WILL BE AVAILABLE MONDAY

ORDINANCE No. 14-21 AN ORDINANCE ESTABLISHING FEES FOR THE MUNICIPAL
POOL

**CITY OF LONG BRANCH
ORDINANCE NO. 15-21**

**AN ORDINANCE AMENDING CHAPTER 325 SECTION 5 SCHEDULE VII ONE WAY
STREETS**

SUMMARY

An ordinance allowing two-way traffic on a portion of Melrose Terrace

NOW, THEREFORE, BE IT ORDAINED in accordance with the provisions of § 325-5, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Melrose Terrace	Westbound	Beginning at a point 126' West of Ocean Ave and extending to Ocean Blvd to its terminus

Introduced:

Adopted:

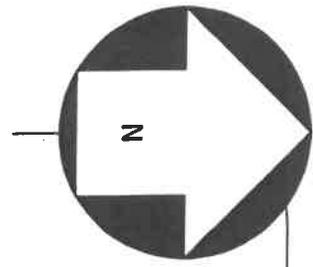
Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor

Ocean Blvd



**One-Way
Traffic**

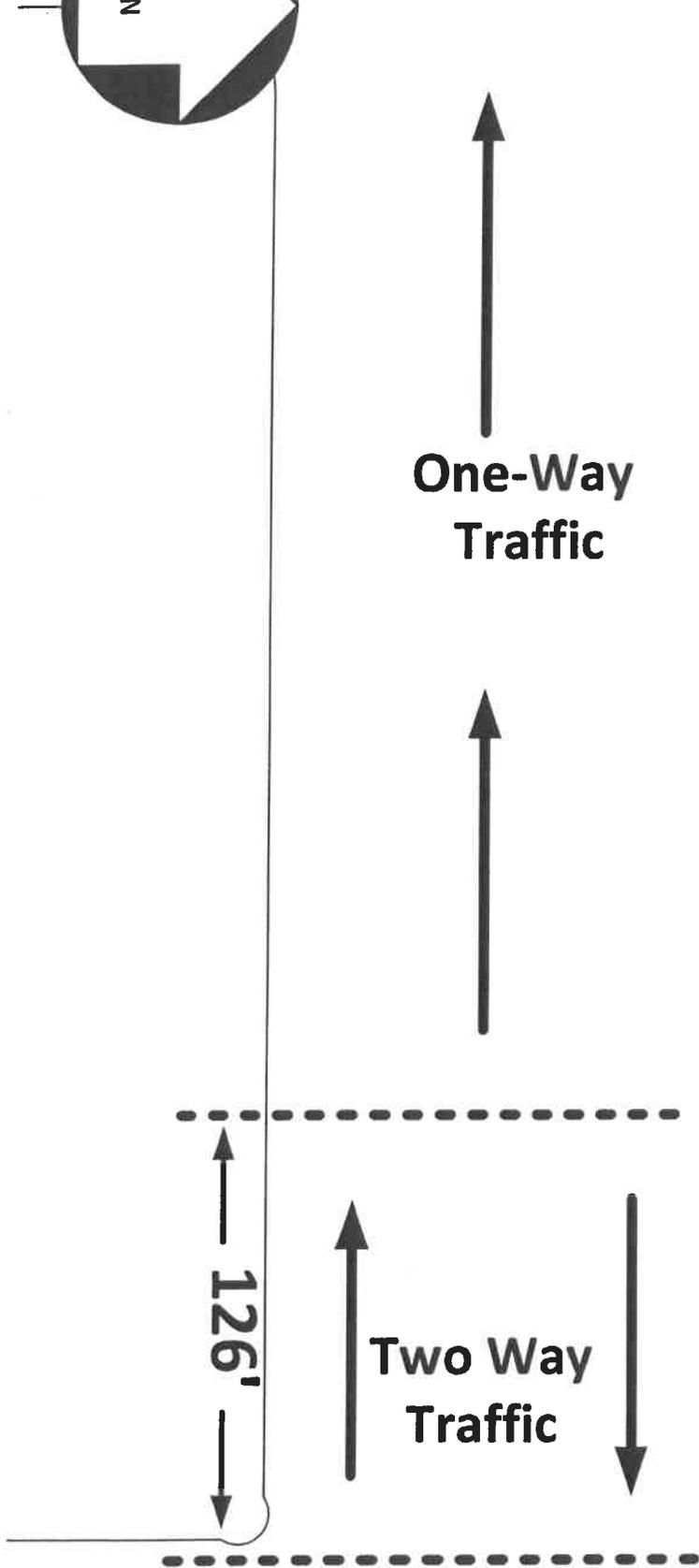
Landmark PI

**PV Parking Garage
Entrance and Exit**

126'

**Two Way
Traffic**

Ocean Ave



To: Director Domingos Saldida

From: Cpl. Cesare Simonelli

Subject: One-Way Melrose Terrace

Date: May 24, 2021

Director,

It has been brought to my attention after meeting with Lt. Shirley that a portion of Melrose Terrace needs to have two way traffic. This is to accommodate the valet parking service so as they do not need to exit to Ocean Blvd and re-enter into Pier Village adding to the traffic congestion. If this meets your approval, please forward it to the City Clerks office to be placed on the next council agenda.

Respectfully,

Cpl. Cesare Simonelli #298
Traffic Safety Division

**CITY OF LONG BRANCH
ORDINANCE NO. 16-21**

**A CALENDAR YEAR 2021 MODEL ORDINANCE TO EXCEED THE MUNICIPAL
BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Council of the City of Long Branch in the County of Monmouth finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Council of the City of Long Branch hereby determines that a 3.5 % increase in the budget for said year, amounting to \$1,706,650.33 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS the Council of the City of Long Branch hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Long Branch, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the City of Long Branch shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$ 1,706,650.33, and that the CY 2021 municipal budget for the City of Long Branch be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction.

Introduced:

Adopted:

Date: _____

Date: _____

Heather Capone, RMC
City Clerk

John Pallone
Mayor

**CITY OF LONG BRANCH
RESOLUTION R-114-21**

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS the City Council of the City of Long Branch has 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:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of June 9, 2021. 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 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rent - May 2021 Municipal Court	*	10,837.96
Action Uniform Company	Uniforms - Code Enforcement		1,959.89
All Hands Fire Equipment	Training - Two (2) Haulout Training Session - Fire Department		350.00
Amazon Capital Service	Supplies - Public Works	*	742.16
Amazon Capital Services	Supplies - Multiple Departments		486.14
Angelyn Santos-Gonzalez	Memorial Day Essay Winner - Mayor's Office	*	100.00
AT&T	Utilities - Phone Service - April 2021	*	625.97
AT&T	Utilities - Phone Service - May 2021	*	45.17
Atlantic Engine Co.	Fire House Rental Payment for 2021	*	3,567.00
Auto Parts	Parts - Multiple Departments		2,567.07
Branchport Hose Co.	Fire House Rental Payment for 2021	*	3,567.00
BSN Sports	Supplies - Recreation Department		240.00
Cablevision Lightpath, Inc.	Utilities - Dark Fiber Lease - May 2021	*	1,715.00
Charles E. Lambert	Musical Performance by Chuck Lambert Band - June 6, 2021	*	1,000.00
City of Long Branch	Special Event Permit - June 13, 2021 - Administration	*	100.00
City of Long Branch Clearing Account	To Reimburse Clearing Account - April 23, 2021	*	66,366.56
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - May 14, 2021	*	1,084,768.17
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 28, 2021	*	76,743.58
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 26, 2021	*	590,887.72
City of Long Branch Payroll Agency Account	Payroll - May 14, 2021	*	1,037,837.17
City of Long Branch Payroll Agency Account	FICA/Medicare - May 14, 2021	*	46,931.00
CME Associates	Public Safety Building - February 2021		2,064.00 PMT # 16 - # 18
CME Associates	Public Safety Building GEO Technical Engineering - April 2021		3,619.63 PMT # 2
CME Associates	Long Branch Ave Improvements - April 2021		15,355.50 PMT # 9 - #13
CME Associates	Woodgate Ave. Improvements - April 2021		1,713.75 PMT # 15
CME Associates	General Engineering - April 2021		11,915.25 PMT # 6 - # 8
Comcast	Utilities - IP Provider - May 2021 - Multiple Departments	*	1,962.42
Comcast	Utilities - IP Provider - May 2021 - Senior Center	*	169.62
Custom Bandage, Inc.	Re-Tred Tires - Public Works		5,274.40
CWA Local 1075, AFL-CIO	Dental/Vision Plan - June 2021	*	6,000.00
DAS Manufacturing Inc.	Shipping Charges - Public Works		65.42
De Large Landen Fin. Serv. Inc.	Copier Rental - Multiple Departments	*	3,934.40
De Large Landen Fin. Serv. Inc.	Copier Rental - Multiple Departments	*	430.37
DiDi's Automotive, LLC	Alignment for Beach # 500 - Public Works		110.00
Doretta A. Ricci	Instructor - Strength/Stability - Senior Center		440.00
Edwards Tire Co. Inc.	Tires - Public Works		983.10
Elberon Engine Company	Fire House Rental Payment for 2021	*	3,567.00
Enviro-Master of Central NJ LLC	Virus Vaporizer Spray Service - May 2021	*	1,980.00
Fine Fare	Food for Good to Go - May 26, 2021 - Senior Center		84.85
Firefighter One	Supplies - Fire Department		166.12
Fisher & Son Company, Inc.	Supplies - Public Works		539.00
Freehold Dodge, Inc.	Parts - Public Works		1,567.11
Freehold Ford Inc.	Parts - Multiple Department		269.06
G.F.O.A. of New Jersey	2021 Membership for C. Walford - Comptroller Office	*	90.00
Gina Hernandez	Memorial Day Essay Winner - Mayor's Office	*	100.00
Glenco Supply Inc.	Handicap Symbol Kit - Police Department		500.00
GPANJ, Inc.	2021 Annual Membership Dues - D. Spaulding - Purchasing Department		100.00
Hilsen Pest Control, LLC	Pest Control - Health Department		780.00
Home Depot Credit Services	Supplies - Public Works		1,102.31
Horizon Blue Cross Blue Shield	Health Insurance - June 2021	*	11,755.38
Iumacka Kusinow	Instructor - Tai Chi -May 2021 - Senior Center		120.00
Imperial Bag & Paper Co., LLC	Supplies - Public Works		2,511.11
Institute for Professional Development	Seminar - Preventing Fraud and Embezzlement - Comptroller's Office		50.00
J. Harris Academy of Police Training	Courses - Command Series and NJ Marijuana Law - Police Department		793.00
Jersey Central Power & Light	Utilities - Phone Service - April 2021	*	46,737.96
Jersey Central Power & Light	Utilities - Street Lighting - April 2021	*	1,375.81
Jersey Elevator Co, Inc.	Maintenance - Public Works		200.79
John Guire Supply LLC	Supplies - Public Works		1,235.61
Johnson's Restaurant Supply Inc.	Paper Products for Good To Go - Senior Center		481.21
L. Delauro	Reimbursement for Sea Grass	*	431.74
Lonell Klina	Instructor - Painting Instructor - Recreation Department		300.00
Long Branch Municipal Court	Reimbursement for Credit Card Fees - Municipal Court		21.19
Lowe's Credit Services	Materials for Police Department - Public Works		878.30
Mazza Recycling Services LTD	Comingled - April 2021 - Public Works		24,186.17
Mid-Atlantic Truck Center Inc.	Parts and Labor - Public Works		709.97
Monmouth County Treasurer	Landfill - April 2021 - Public Works		109,092.96
Monmouth Wire Computer	Computer and Electronic Scrap - Public Works		300.00
Mutual of Omaha	Group Life - June 2021	*	1,625.20
Neptune Fire House	Fire House Rental Payment for 2021	*	3,567.00

New Jersey American Water Co.	Utilities - Parks - April 2021	*	4,159.85
New Jersey American Water Co.	Utilities - Water - April 2021	*	1,007.12
New Jersey Natural Gas	Utilities - Gas - April 2021	*	4,903.53
Nicole Cabra Diacamos	Memorial Day Essey Winner - Mayor's Office	*	100.00
NJ OIT Fiscal Services	P-25 Radio Enabled with Three (3) Way Talk Group Subscription - Police and Fire Departments		7,735.00
NJ State Toxicology Laboratory	Random Testing - Administration		1,305.00
NJLM	NJ Municipalities Magazine Subscription - City Clerk		150.00
Oliver Byron Engine Co.	Fire House Rental Payment for 2021	*	3,567.00
Petro King Service Co., Inc.	Replace Coax Tube - Public Works		1,018.00
Pitney Bowes	Rental Postage Meter - Tax Collector		1,732.92
Primepoint LLC	ACA Reporting Fees - 10/1/20 - 12/31/20		2,183.50
Quality Auto Glass, Inc.	Replace Windshield Glass - Public Works		1,015.03
Republic Services of NJ, LLC	Bulky Waste - May 2021		8,559.76 PMT # 18 - # 19
Richard's	Food for Good to Go - May 26, 2021 - Senior Center		1,281.25
Riggins Incorporated	Unleaded Gasoline and Diesel - Public Works		25,974.50
S & S Worldwide	Supplies - Recreation Department		700.04
Saker Shoprite	Food for Good to Go - May 26, 2021 - Senior Center		498.99
Seaboard Fire & Safety	Kitchen Suppression System - Inspection and Ext. Filling - Public Works and Fire Department		1,318.95
Seaboard Welding Supply Inc.	Supplies - Public Works		152.00
Shore Customs	Installation of Tailgate Handle Camera - Beach Operations		587.23
SIP's Paint & Hardware	Supplies - Public Works and Fire Department		152.95
Smartsense by Digi	Business Monitoring Plan - IT/Administration		84.00
Stacey A. Wade	Instructor - Chair Yoga - Senior Center		400.00
Stavola Asphalt Company	State Mix - Public Works		702.83
Techna-Pro Electric, LLC	Traffic Signal Repair - Police Department		753.00
The Grand Falloons	Elementary School Performance on Recycling - Public Works		3,250.00
Tracey C. Witter	Instructor - Art Class - Senior Center		270.00
Treasurer, State of NJ	CAFRA Permit - Public Safety Building	*	6,000.00
Tuzzio's	Food - Good to Go - May 14, 2021 - Senior Center		1,620.00
United Imaging	Office Supplies - Multiple Departments		1,322.22
United Parcel Service	Shipment - Multiple Departments		179.27
United Services NE, Inc.	Port A Potty Rental - Recreation Department		885.08
Verizon	Utilities - Phone Service - May 2021	*	1,618.70
Verizon	Utilities - Landline Phones - April 2021	*	7,022.94
Verizon Wireless	Utilities - Wireless Phones - May 2021 - Police Department	*	40.01
Verizon Wireless	Utilities - Wireless Phones - May 2021 - Police Department	*	51.46
Vision Service Plan	Vision Plan - June 2021	*	2,111.72
W.B. Mason Co., Inc.	Supplies - Multiple Departments		405.53
W.W. Grainger Inc.	Supplies - Public Works		519.01
Weiner Law Group LLP	Professional Services - Planning and Zoning Board Attorney - January - March 2021		940.62 PMT # 1 - # 3
West End Engine Co.	Fire House Rental Payment for 2021	*	3,567.00
Windstream	Utilities - Internet Service - May 2021	*	2,933.65
World Chrysler Dodge Jeep Ram	Fuel Pump & Connector Repair Kit - Public Works		277.36

TOTAL CURRENT

3,305,751.29

City of Long Branch Clearing Account	To Reimburse Clearing Account - May 26, 2021	*	25,757.75
CME Associates	2020 Road Project - April 2021		2,176.50 PMT # 8
CME Associates	Third Avenue Improvements - Construction Phase - April 2021		10,209.00 PMT # 10
CME Associates	Lake Takanassee Beautification - April 2021		2,183.00 PMT # 2
CME Associates	Lake Takanassee Dredging - April 2021		367.50 PMT # 12
CME Associates	Jackson Woods Trail Improvement - April 2021		1,215.00 PMT # 2
Marine Rescue Products, Inc.	Supplies for Pool - Pool Operations		1,958.00
Netta Architects, LLC.	Roof Replacement and Coping Stabilization - April 2021		2,671.60 PMT # 9 - # 10
SHI International Corp.	Amazon Web Services - April 2021		99.14 PMT # 43

TOTAL CAPITAL

46,637.49

City of Long Branch Clearing Account	To Reimburse Clearing Account - May 28, 2021	*	41.35
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 26, 2021	*	8,748.97
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - May 14, 2021	*	2,757.65
City of Long Branch Payroll Agency Account	Payroll - May 14, 2021	*	2,571.42
City of Long Branch Payroll Agency Account	FICA/Medicare - May 14, 2021	*	186.23
Horizon Blue Cross Blue Shield	Health Insurance - June 2021	*	27.65
Long Branch Animal Hospital	Veterinary Services - Animal Control - December 2020		730.06
Mutual of Omaha	Group Life - June 2021	*	7.90
Red Bank Veterinary Hospital	Professional Services - Health Department		371.00
Vision Service Plan	Vision Plan - June 2021	*	5.80

TOTAL ANIMAL CONTROL

15,448.03

City of Long Branch Clearing Account	To Reimburse Clearing Account - May 28, 2021	*	168.24
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 26, 2021	*	22,966.36
Electro-Mech Scoreboard Co.	Replacement of Field Scoreboards - Community Development		36,270.00
Horizon Blue Cross Blue Shield	Health Insurance - June 2021	*	135.38
Mutual of Omaha	Group Life - June 2021	*	7.90
Ronald L. Allen	IDIS Data Entry - May 2021		1,000.00
United Services NE, Inc.	Port A Potty - Community Development		687.06
Vision Service Plan	Vision Plan - June 2021	*	24.96

TOTAL HUD

61,259.90

Alexa Daly Freguletti	Instructor - Long Branch Youth Soccer Clinic - Recreation Department		400.00
Business Watch International	Rapid Access Software - Police Department		500.00
Christiana Trust as Custodian	Tax Sale Premium	*	17,000.00
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 21, 2021	*	46,743.59
City of Long Branch Clearing Account	To Reimburse Clearing Account (Payroll) - May 14, 2021	*	30,880.08
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 28, 2021	*	44,618.97
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 28, 2021	*	3,085.27
City of Long Branch Clearing Account	To Reimburse Clearing Account - May 26, 2021	*	39,168.25
City of Long Branch Payroll Agency Account	Payroll - May 14, 2021	*	29,786.32
City of Long Branch Payroll Agency Account	FICA/Medicare - May 14, 2021	*	1,093.76
CME Associates	Professional Service - Planning and Zoning Board		8,133.00
De Large Landen Fin. Serv. Inc.	Copier Rental - Community Development	*	187.93
DSHC Enterprises LLC	Tax Sale Premium	*	1,200.00
Dunkin' Donuts	Donuts/Coffee - Business Event - May 12, 2021 - Community Development		55.67
Endurant Sports, LLC	Life Guard Rescue Equipment - Beach Operations		2,038.00
Fine Fare	Refreshments for End of Year Flag Football - Recreation Department		290.68
Horizon Blue Cross Blue Shield	Health Insurance - June 2021	*	67.69
Howell to Sports, LLC	Installation for Scoreboards - Recreation Department		2,500.00
Jamm Printing	Sign for Business Event - May 12, 2021 - Community Development		400.00
Jessica C. Sargent	Instructor for Long Branch Youth Soccer Clinic - Recreation Department		5,305.00
Katherine Gooch-Alcott	Instructor - Long Branch Youth Soccer Clinic - Recreation Department		1,050.00
Michael A Irene, Jr.	Professional Service - Zoning Board		627.00
Mutual of Omaha	Group Life - June 2021	*	3.95
New Jersey Natural Gas	Utilities - Gas - April 2021 - Community Development	*	34.85
NJ - IAAI	Course - Motor Vehicle Fire Investigation - Fire Prevention		500.00
Party Fair	Balloons for Business Event - May 12, 2021 - Community Development		107.94
Phoenix Funding, Inc.	Tax Sale Premium	*	25,600.00
Ragan Communications, Inc.	Bits and Pieces Magazine Subscription - Community Development		65.99
Samantha N. Gallo	Instructor - Long Branch Youth Soccer Clinic - Recreation Department		450.00
Soccer Specific Training	Instructional Training for Soccer - Recreation Department		2,475.00
Thor Construction Group LLC	RCA Home Improvement Write-ups and Repairs - Community Development		40,060.00
Trystone Capital Assets LLC	Tax Sale Premium	*	1,000.00
US Bank Cust for Pro Cap 8	Tax Sale Premium	*	700.00
Vision Service Plan	Vision Plan - June 2021	*	12.48

TOTAL TRUST OTHER

306,141.42

**CITY OF LONG BRANCH
RESOLUTION R-115-21**

**A RESOLUTION OPENING CITY BEACHES FOR THE 2021 SUMMER SEASON AND
DESIGNATING CERTAIN BEACHES AS BATHING OR SURFING BEACHES**

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

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

NOW THEREFORE BE IT RESOLVED that the following bathing beaches may be open on May 29, 30, and 31, 2021; June 5 and 6, 2021; June 12 and 13, 2021 and from June 14, 2021 through September 6, 2021 daily from the hours of 9:00 a.m. to 5:00 p.m.: Lifeguards only are on duty on September 11, 12, 18, 19, 25, & 26, 2021.

1. Seaview Ave Beach
2. Great Lawn Beach (extended hours 5-7pm)
3. Madison Ave Beach
4. Laird Street Beach
5. Chelsea Ave Beach (extended hours 5-7pm)
6. Melrose Terrace Beach
7. Morris Avenue Beach (extended hours 5-7pm)
8. Pavilion Ave Beach
9. North Bath Avenue Beach (extended hours 5-7pm)
10. South Bath Ave
11. Matilda Terr. (Surfing only)
12. Cottage Place Beach (extended hours 5-7pm)
13. West End Beach
14. Brighton Ave Beach (extended hours 5-7pm)
15. New Court Beach
16. Takanassee
17. Pullman Ave
18. Plaza Ct.
19. Park Ave

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**LONG BRANCH, NEW JERSEY
RESOLUTION R-116-21**

A RESOLUTION SUPPORTING THE SUSTAINABLE JERSEY “CUT IT AND LEAVE IT” POLICY

WHEREAS, The City of Long Branch wishes to have its residents adopt the Sustainable Jersey “Cut It and Leave It” policy where residents leave their grass clippings on their lawn after mowing; and

WHEREAS, the “Cut It and Leave It” policy, a copy of which is attached hereto and incorporated herein by reference, will provide better recycling, will reduce the solid waste stream which results in lower disposal costs and reduces the use of fertilizer and chemicals which benefits the environment and the residents of The City of Long Branch; and

WHEREAS, The City of Long Branch Business Administrator has reviewed the Sustainable Jersey “Cut It and Leave It” policy and recommends and encourages the residents of The City of Long Branch to adopt this policy.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of The City of Long Branch, County of Monmouth and State of New Jersey that the Governing Body hereby approves of the Sustainable Jersey “Cut It and Leave It” policy, a copy of which is attached hereto and incorporated herein by reference, and encourages the residents of The City of Long Branch to adopt the policy of leaving their grass clippings on their lawn after mowing; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the city liaison for Sustainable Jersey upon its passage.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk



Grass - Cut It and Leave It Program

5 Points

Updated May 2018

Updates include resubmission requirements and new spotlights

The objective of a "Grass - Cut It and Leave It" educational program is to encourage residents to leave grass clippings on the lawn when they mow, since grass clippings provide a natural and healthy fertilizer for a growing lawn. By cutting lawns short and removing the clippings, residents rob their lawns of their own natural fertilizer(s) and create waste that must be hauled away for disposal or recycling by a truck. Of course, disposal of the clippings as trash adds to the negative environmental impact of removing the clippings since disposal vehicles use fuel and produce air pollution. By cutting the grass at a higher level and leaving the clippings on the lawn, residents will use less water, fertilizer, and pesticides, and expose themselves to fewer toxic materials. This program compliments a Pay As You Throw Program.

Why Is It Important?

Between 1985 and 2003, the amount of solid waste generated in New Jersey increased by an average of about 4% annually. During that time, the tonnage of material disposed actually decreased by approximately 1.6 million tons, and the amount of municipal solid waste recycled increased (according to reported recycling activity) by approximately 2.5 million tons. In spite of these two trends, the waste stream continues to grow faster than the State's ability to recycle it. Recycling is only part of the solution; waste reduction is also important.

Waste reduction is important to sustainability for the following reasons:

- Reduces the need for landfilling and incineration
- Prevents pollution caused by the manufacturing of products from virgin materials
- Saves energy
- Decreases emissions of greenhouse gases that contribute to global climate change
- Conserves natural resources such as timber, water, and minerals
- Protects and expands U.S. manufacturing jobs and increases U.S. competitiveness
- Helps sustain the environment for future generations

Who should lead and be involved with this action?

The municipal recycling coordinator (preferably one who is certified) or other appropriate municipal staff involved in waste management should be involved in the implementation of this action.

Timeframe

This ongoing educational program will require staff time for promotion to residents and landscapers. Educational materials have already been developed by the state and counties, and these are listed in the "Resources" section of this tool, so little time is needed to develop the educational components.

Project costs and resource needs

If the municipality does not have a Certified Recycling Professional, the Rutgers Office of Continuing Education offers the New Jersey Recycling Certification Series. Individuals have three options for certification, depending on

their level of previous professional experience in the field and prior certification: full certification, alternate certification, or re-certification. For information on the series and costs see:

http://www.cpe.rutgers.edu/programs/recycling_solid_waste.html

Costs are limited to educating residents and landscapers. Municipalities may use the educational materials and information already developed by the State of New Jersey to promote the program (see "Resources").

Municipalities can use their Recycling grant funds to pay for this expense.

What to do, and how to do it ("How To")

Below we have listed the requirements for earning points for this action.

1) Educational information related to your municipality's ongoing "Grass - Cut It and Leave It" program should have been developed and promoted to residents and landscapers **from within 18 months of the June submission deadline**. Spring and summer months are ideal times for this promotion.

2) At a minimum, your municipality's "Grass - Cut It and Leave It" educational materials should include the following information: the benefits to leaving grass clippings on the lawn, how it's done and why that should not be a problem.

We have provided extensive guidance and recommendations for implementing the action. You do not need to follow this guidance exactly as long as your final product meets the requirements.

1) The Grass - Cut It and Leave It program is primarily an educational program. Informational material should be developed for residents and landscapers.

At a minimum, educational information on "Grass - Cut It and Leave It" should include the following information: the benefits to leaving grass clippings on the lawn, how it's done and why that should not be a problem.

The following sites provide language and sample brochures to use in the development of educational materials:

NJDEP's Grass Cut It and Leave It Brochure

<http://www.nj.gov/dep/dshw/recycling/Grass%20Cut%20It%20and%20Leave%20It.pdf>

California Integrated Management Board - Grasscycling

<http://www.ciwmb.ca.gov/organics/grasscycling/>

2) Promote the program during the spring and summer months.

3) Evaluate participation rates and approximate waste reduction. Share the program impacts with residents through educational materials.

What to submit to earn points for this action

In order to earn points, your submission must meet the following standards:

1) Educational information related to your municipality's ongoing "Grass - Cut It and Leave It" program should have been developed and promoted to residents and landscapers **from within 18 months of the June submission deadline**. Spring and summer months are ideal times for this promotion.

2) At a minimum, your municipality's "Grass - Cut It and Leave It" educational materials should include the following information: the benefits to leaving grass clippings on the lawn, how it's done and why that should not be a problem.

Submit the following documentation to verify the action was completed to the above standards. (Log in to the password protected webpage where you submit your online application for certification to write in the text box and upload documents).

In the text box, please provide a short narrative (300 word max) to summarize what was accomplished and the general steps taken to accomplish it. Your narrative should include when your Grass - Cut It and Leave It

program was launched and how you promoted the program to residents and landscapers.

- Upload: Samples of your municipality's "Grass - Cut It and Leave It" educational materials.

Resubmission Requirements

To resubmit for this action, provide the full resubmission requirements from within 18 months of the June certification application deadline. The documentation must show that the grass cut it and leave it program is currently active.

Approved Action Expiration Date

All actions will be set to expire 18 months from the June certification application submission deadline. For example, so long as the program is currently active, if the action is approved as part of the 2018 annual certification cycle, it will be set to expire 12/31/19. If it is a newly launched program, the action will be set to expire 18 months from the date the program was launched and/or the date on the educational materials.

IMPORTANT NOTES: You can upload up to six separate documents for each action. Please excerpt relevant information from large documents. Please remember that your submissions will be viewable by the public as part of your certified report.

Spotlight: What NJ municipalities are doing

Bergenfield Borough

Bergenfield passed a resolution in August 2017 adopting a grass cut it and leave it program. During the summer months, grass clippings can account for as much as one-third of the residential waste stream in. This policy will help reduce the solid waste stream, and will result in tax savings due to lower disposal costs. Leaving grass clippings on the lawn also acts as a natural fertilizer, which will result in using less harmful chemicals, also reducing the runoff of these chemicals that enter streams and waterways. Information about the policy and program was shared in the local town newspaper, on the Borough website, and a copy was also mailed to all landscapers who are registered to operate in the Borough encouraging them to follow this program. The resolution was also distributed to a number of Borough Departments.

- [Resolution](#)
- [County Brochure](#)
- [Borough Flyer](#)

Gloucester Township

The Township's Cut It and Leave It Program started in 2012 and continues today. A flyer was made to educate community members on the importance of leaving grass clippings on their lawns to decompose. Grass clippings contribute a large amount of waste to New Jersey's municipal solid waste. The flyer informs the public on what to do to their lawns, and the benefits of Cut It and Leave It. This flyer was posted on the municipal website, included in the tax insert, and several were hung around the municipal building. The goal is when residents and landscapers gain access to this information they will refrain from bagging their grass clippings and in turn reduce total municipal solid waste.

- [Flyer](#)
- [Newsletter](#)

Summit City

The City of Summit's Department of Community Services started a "Cut it and Leave it" program in July 2010. The goal of the program is to increase awareness about the mass amounts of waste created by bringing grass clippings to the Summit Transfer Station, and the efforts to reduce this type of municipal waste by encouraging Summit citizens to "cut it and leave it." In 2016, the Environmental Commission developed a more comprehensive brochure on healthier lawn care which includes the "cut it and leave it" information.

- [Program Information](#)

Resources

Association of New Jersey Recyclers

www.qnfr.com

California Integrated Waste Management Board - Waste Prevention World

<http://www.ciwmb.ca.gov/WPW/>

Ecocycle

<http://www.ecocycle.org/>

NJDEP Source Reduction Page

http://www.state.nj.us/dep/dshw/recycling/source_red.htm

NJDEP Sample Flyer (scroll to bottom of document)

<http://www.nj.gov/dep/aaes/Images/RecyclingAds.pdf>

Northeast Recycling Council

<http://www.nerc.org/>

State of Minnesota "Reduce Waste: If Not You, Who?" Campaign

<http://www.reduce.org/>

United States Environmental Protection Agency (EPA)

<http://www.epa.gov/epawaste/index.htm>

Waste Prevention - King County, WA

<http://your.kingcounty.gov/solidwaste/wasteprevention/index.asp>

**CITY OF LONG BRANCH
RESOLUTION R-117-21**

RESOLUTION AUTHORIZING GOVDEAL AUCTION OF CITY SURPLUS

WHEREAS, the City of Long Branch is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the City is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

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

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com.
- (2) The sale will be conducted online and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) A list of the surplus property to be sold is attached hereto and made part of this resolution.
- (5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The City of Long Branch reserves the right to accept or reject any bid submitted.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch,
do hereby certify the foregoing to be a true, complete and
correct copy of a resolution adopted by the City Council at a
Regular Meeting held on June 9, 2021.

City Clerk

2021 Auction Write Ups

Bay 5 (Main Lot) - Unit 123 - 2002 Ford Taurus 1FAFP53262A202800

- 69,708 miles
- Starts with jump
- Dent D/S Rear Door
- Damage P/S rear corner
- Paint damage on trunk
- Rust on Hood
- Damage to front bumper

Bay 8 (Main Lot) - Unit 106 - 2002 Ford Taurus 1FAFP53262A202781

- 91,024 miles
- Starts with jump
- Front bumper damage
- Paint peeling on hood and front bumper
- Dent passenger side front door
- Rust passenger side rear door
- Rust/Dent driver side rear wheel well
- Check engine light on
- Emergency brake light on

Bay 22 (Main Lot)- Unit 130 - 2002 Ford Taurus 1FAFP53202A196976

- 57,507 miles
- Dent of driver door
- Dent rear passenger door
- Starts with jump
- Passenger side A pillar removed

Bay 12 (Main Lot)- Unit 118 - 2001 Ford Taurus 1FAFP53271G268364

- 86,859 miles
- Starts with jump
- No power steering
- Center console detached
- Rust and damage to passenger rear door and wheel well
- Front and rear bumper damage

Bay (Main Lot)- Unit 125 - 2000 Ford Taurus 1FAFP5328YA269441

- 70,233 miles
- Starts with jump
- Key lost, spare key has bad chip and can no longer start vehicle
- Rear passenger fender damage
- Paint faded
- Scratches on driver door

Bay 16 (Main Lot)- Unit 56 - 1998 Dodge 2500 3B7KF22Z6WG198635

- Unknown Miles
- Doesn't start
- Heavy rust throughout
- Tailgate detached
- Front bumper damage
- Passenger rear fender damage
- Steering wheel airbag missing
- Seats detached
- Dashboard detached

Bay 17 (Main Lot)- Unit 20 - 2015 Dodge Charger 2C3CDXKTOFH932645

- Unknown miles
- No engine
- No doors
- No key
- Heavy damage throughout
- Cracked windshield
- No front tires
- Flat rear tires

Bay 18 (Main Lot)- Unit 5 - 2014 Dodge Charger 2C3CDXKTXEH351572

- No Engine
- No Key
- Unknown miles
- Airbags deployed
- Heavy damage on passenger side
- No hood
- Stored with window down causing interior damage
- No passenger taillight
- Rear bumper damage

Bay 13 (Main Lot)- Unit 91 - 2006 Ford Crown Victoria 2FAFP71W26X137247

- Unknown miles
- No key
- Started when it was parked
- Damage to front bumper
- Dent passenger side rear door
- Broken passenger tail light
- Peeling paint around perimeter

Bay 20 (Main Lot) - Unit 63 (Old 95) - 2008 Ford Crown Victoria 2FAFP71V28X141745

- 100,862 miles
- Starts with jump
- Trunk latch doesn't lock trunk in closed position
- Rear bumper damage
- Paint peeling

Bay 19 (Main Lot)- Unit 93 - 2008 Ford Crown Victoria 2FAFP71V48X141746

- Unknown mileage
- Starts with jump
- Dashboard disassembled
- Broken passenger headlight
- Paint damage

Bay 11 (Main Lot)- Fire Marshall Crown Vic - 2005 Ford Crown Victoria 2FAFP71W05X117271

- 106,726 miles
- Starts with jump
- No rear driver side window/panel removed
- Water damage to interior

Bay 23 (Main Lot)- Unit 71 - 2008 Chevrolet Impalla 2G1WB58K081217256

- Unknown milage
- Doesn't start
- Transmission locked in gear
- Passenger side tail light broken

Bay 25 (Main Lot) Madvac Sweeper

- No key
- Unknown if runs
- Unknown hours

Bay 30 (Main Lot) Hi Speed Green Machine Sweeper

- Has key
- Unknown if runs
- Unknown hours

Bay 24 (Main Lot) Solar Sign Board

- Unknown if works

Bay 3 (Front Lot)- Unit 117 - 2004 Ford Taurus 1FAFP52244G193483

- 57,925 miles
- Starts with jump
- Driver and passenger front door panels missing pieces
- Front and rear bumper paint damage

Bay 1 (Front Lot) Unit 104 - 2001 Ford Taurus 1FAFP53211G222741

- 71,784 miles
- Starts with jump
- Trunk button not working
- Rear bumper damage
- Paint fading

Bay 4 (Front Lot) Unit 94 - 2007 Ford Crown Victoria 2FAFP71W37X153435

- 90,173 miles
- Starts with jump
- Dent D/S corner panel
- Damage to both passenger side doors
- Rust on roof
- Paint chipping on rear bumper/trunk

Bay 5 (front Lot) – Unit 92 - 2008 Ford Crown Victoria 2FAFP71V08X141744

- 105,759 miles
- Starts with jump
- Paint damage throughout
- Front bumper damaged
- Drivers sear ripped
- ABS, Check engine, Traction control lights on

Bay 2 (Front Lot) – Unit 33 - 1998 Dodge Pickup 1B7HC16X2WS717307

- 68,791 miles
- Starts with jump
- Rust throughout body
- Broken D/S brake light lens
- Dent rear P/S fender
- Broken P/S headlight lens
- Head liner beginning to detach from roof
- Dashboard damage

Bay 6 (Front Lot)- Unit 95 - 2013 Dodge Charger 2C3CDXAT5DH644956

- 78,373 miles
- Starts with jump
- Front passenger door damage
- Rear passenger side corner panel damage
- Missing front driver side fender
- Driver door damaged

Pod 1 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 2 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 3 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 4 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 5 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 6 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 7 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 8 (Bicycles)

- 25 – Random Bicycles, multiple styles and sizes

Pod 9 (Bicycles)

- 16 – Random Bicycles, multiple styles and sizes

From: Will Bahamonde wbahamonde@longbranch.org
Subject: auction items
Date: June 3, 2021 at 2:48 PM
To: Charles F. Shirley Jr. cshirley@longbranch.org



1. 6HG6W - Verizon 32gb iphone 7 black
2. 7HG6W - Verizon 32gb iphone 7 black scratched screen
3. BHG6W - Verizon 32gb iphone 7 black
4. G5MG - Verizon 64gb iphone 6 SILVER
5. G5QN - Verizon 128gb iphone 6 plus silver
6. HFLR - Verizon 32gb iphone 6s silver no sim tray
7. HG03 - Verizon 32gb iphone 7 plus pink
8. HG70 - Verizon 32gb iphone 7 rose gold
9. JCL6 - Verizon 256gb iphone x cracked camera
10. JCLM - Verizon 256gb iphone 8 plus
11. MHG6W - Verizon 32gb iphone 7 black
12. YHG6W - Verizon 32gb iphone 7 black
13. HG7D - Verizon 256gb iphone 7 black with scuffs on the back
14. XHG6Y - Verizon 32gb iphone 7 gold
15. SHG6W - Verizon 32gb iphone 7 black
16. JHFLR - Verizon 32gb iphone 6s silver
17. MKPFP - Verizon 64gb iphone xs black small scratch on glass
18. DKXKN - Verizon 64gb iphone xr black
19. 9KPHH - Verizon 256gb iphone xs max white
20. LN6XR - Verizon 256gb iphone 11 pro space gray
21. HJCL6 - Verizon 256gb iphone x black
22. ZN70C - Verizon 64gb iphone 11 pro max space gray
23. YN6XR - Verizon 256gb iphone 11 pro space gray

VEHICLES												
PW-2534R	10312A	2005	FORD	CV								
LBH-80R	10446A	2001	DODGE	CARAVAN	ANIMAL CTL	2FAFP71W05X117271	MG-63063	PPC-E				
PW-0010R	10542A	2001	CHEV	Blazer		1B4GP25371B169959	MG-68153	PPC-E				
PW-016	10299T	2001	DODGE	RAM-3500	UTILITY BODY	1GNDT13W112156883	MG-88768	PPC-B				
PW-018R	10191A	2001	DODGE	RAM		3B6MC36571M283528	MG-60942	Medium Truck				
PW-112	10620	1986	CHEV	Pickup CD		2B4HB15Y111K523543	MG-90819	PPC-NB				Wrecked
PW-117R	10414T	1990	INTNL	4600	RACKBODY	1GCGD3417GF431899	11490-MG					
PW-120	10385T	1998	DODGE	2500	4X4 PICKUP	1HTSAZRM2LH282456	MG-76655	Medium Truck				
PW-166R	10023T	1990	INTNL		DUMP	3B7KF2228WG198636	MG-71467	Pickup				
PW-216	10363T	1985	CHEV	K2500	PICKUP TRK	1HTSDTVN3LH74823	MG-76708	Heavy Truck				
PW-313	10323T	1994	CHEV	3500	DUAL WHL P/U	1GCGD3416GF349355	MG-71469	Pickup				
PW-315	10367T	1985	CHEV	K2500	PICK UP TRK	1GCHK34KXRE210986	MG-59241	Pickup				
LBH-02R	10188A	1999	DODGE	CARAVAN		1GCHD34J0GF319434	MG-60851	Pickup				
PW-TBT	10320T	1998	CHEV	S-10	PICKUP TRK	2B4FP2534XR298005	MG-36722	PPC-NE				
Equipment												
PW-932	10376E	1990	MILLER	Big 40D	WELDER TRLR	KB-008126	NP64					
PW-911	10250E	1967	FRUELICH		WATER TANKER	UNG95-0728	MG-51767					
PW-942	10401E	1967	FONTAINE	LOWBOY TRLR	TRAILER	91599SWA	MG-60897					
PW-TI	10643	2008	VSE	cargo trailer	TRAILER	VSE134008	TNP-16V					

**CITY OF LONG BRANCH
RESOLUTION R-118-21**

**A RESOLUTION PROCLAIMING JUNE 2021 LGBTQ+ PRIDE MONTH IN THE CITY OF
LONG BRANCH**

WHEREAS, the City of Long Branch is home to people of all backgrounds including those who identify as LGBTQ+; and

WHEREAS, while our City, State and Nation have come a long way in our journey toward dignity, understanding, acceptance, inclusive and mutual respect for all, we still have a long way to go in eradicating the prejudice and discrimination that LGBTQ+ people face every day; and

WHEREAS, LGBTQ+ people transcend across all races, nationalities, cultures and ethnicities; and

WHEREAS, each year in June marks the anniversary of the Stonewall Rebellion that gave birth to the modern movement to advance the rights of LGBTQ+ persons and those committed to justice and equality celebrate during the month of June the notable achievements and outstanding service that LGBTQ+ Americans make to our City, State and Nation; and

WHEREAS, June has been recognized since 1970 by our country, one year after the Stonewall Rebellion, took place on June 28th 1969, to commemorate the impact the movement has had on society and 2021 marks the 52nd anniversary of Stonewall, an important milestone in the history of our country; and

WHEREAS, during the month of June, throughout the nation, numerous organizations, governments and others recognize the rights of LGBTQ+ persons during PRIDE celebrations throughout the world.

NOW THEREFORE BE IT RESOLVED that the City proclaims June 2021 LGBTQ_ Pride Month and encourages all people of the City of Long Branch to advance the cause of equality and inclusiveness for all LGBTQ+ people everywhere.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

2021 MUNICIPAL DATA SHEET

(MUST ACCOMPANY 2021 BUDGET)

CAP

MUNICIPALITY: CITY OF LONG BRANCH COUNTY: MONMOUTH

John Pallone
 Mayor's Name _____ June 30, 2022
 Term Expires _____

Municipal Officials

Heather Capone Municipal Clerk	} Date of Orig. Appt.	Cert. No.
Carla Tomas Tax Collector		1570
Michael Martin Chief Financial Officer		Cert. No.
Robert Swisher Registered Municipal Accountant		528
Lou Rainone Municipal Attorney		Cert. No.
		439
		Lic. No.

Governing Body Members		Term Expires
Name		
Mario Vieira , Council President		6/30/2022
Dr. Mary Jane Celli, Council Vice President		6/30/2022
William Dangler , Councilman		6/30/2022
Rose Widdis , Councilwoman		6/30/2022
Anita Voogt , Councilwoman		6/30/2022

Official Mailing Address of Municipality

Long Branch City Hall
 344 Broadway
 Long Branch, NJ 07740

Fax #: 732-222-1556

2021

MUNICIPAL BUDGET

Municipal Budget of the _____ CITY _____ of _____ LONG BRANCH _____, County of _____ MONMOUTH _____ for the Fiscal Year 2021.

It is hereby certified that the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

9th day of June, 2021, and that public advertisement will be made in accordance with the provisions of N.J.S.A. 40A:4-6 and N.J.A.C. 5:30-4.4(d).

Certified by me, this 9th day of June, 2021

Heather Capone
Clerk
344 Broadway
Address
Long Branch, NJ 07740
Address
732-222-7000 x5644
Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, and the total of anticipated revenues equals the total of appropriations.

Certified by me, this 9th day of June, 2021

Robert Swisher, CPA, RMA
Registered Municipal Accountant
Westfield, NJ 07090
Address
308 East Broad Street
Address
908-789-9300
Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, the total of anticipated revenues equals the total of appropriations and the budget is in full compliance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Certified by me, this 9th day of June, 2021

Michael Martin
Chief Financial Officer

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET

(Do not advise this Certification form)

It is hereby certified that the amounts to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Dated: _____, 2021 By: _____

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the _____ CITY _____ of _____ LONG BRANCH _____, County of _____ MONMOUTH _____ for the Fiscal Year 2021

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2021;

Be it Further Resolved, that said Budget be published in the _____ Asbury Park Press _____

in the issue of _____ June 11th _____, 2021

The Governing Body of the _____ CITY _____ of _____ LONG BRANCH _____ does hereby approve the following as the Budget for the year 2021:

RECORDED VOTE
(insert last name)

Ayes	Nays	Abstained
------	------	-----------

Absent

Notice is hereby given that the Budget and Tax Resolution was approved by the _____ COUNCIL MEMBERS _____ of the _____ CITY _____ of _____ LONG BRANCH _____, County of _____ MONMOUTH _____, on _____ June _____ 9th _____, 2021.

A Hearing on the Budget and Tax Resolution will be held at _____ Long Branch City Hall _____, on _____ July _____ 14th _____, 2021 at 7:30 PM o'clock _____ at which time and place objections to said Budget and Tax Resolution for the year 2021 may be presented by taxpayers or other interested persons.

EXPLANATORY STATEMENT

SUMMARY OF CURRENT FUND SECTION OF APPROVED BUDGET

	YEAR 2021
General Appropriations For: (Reference to item and sheet number should be omitted in advertised budget)	
1. Appropriations within "CAPS" -	XXXXXXXXXXXX
(a) Municipal Purposes {(Item H-1, Sheet 19)(N.J.S.A. 40A:4-45.2)}	XXXXXXXXXXXX
2. Appropriations excluded from "CAPS" -	51,181,457.03
(a) Municipal Purposes {(Item H-2, Sheet 28)(N.J.S.A. 40A:4-53.3 as amended)}	XXXXXXXXXXXX
(b) Local District School Purposes in Municipal Budget (Item K, Sheet 29)	11,529,054.95
Total General Appropriations excluded from "CAPS" (Item O, Sheet 29)	-
3. Reserve for Uncollected Taxes (Item M, Sheet 29) Based on Estimated	11,529,054.95
Percent of Tax Collections	2,048,564.00
Building Aid Allowance	2021 - \$ _____
for Schools-State Aid	2020 - \$ _____
4. Total General Appropriations (Item 9, Sheet 29)	64,759,075.98
5. Less: Anticipated Revenues Other Than Current Property Tax (Item 5, Sheet 11) (i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)	21,230,935.50
6. Difference: Amount to be Raised by Taxes for Support of Municipal Budget (as follows)	XXXXXXXXXXXX
(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (Item 6(a), Sheet 11)	41,667,169.98
(b) Addition to Local District School Tax (Item 6(b), Sheet 11)	-
(c) Minimum Library Tax	1,860,970.50

EXPLANATORY STATEMENT - (Continued)

SUMMARY OF 2020 APPROPRIATIONS EXPENDED AND CANCELED

	General Budget	Utility	Utility	Utility	Utility	Utility	Utility
Budget Appropriations - Adopted Budget	61,206,364.96	-	-	-	-	-	-
Budget Appropriations Added by N.J.S.A. 40A:4-87							
Emergency Appropriations	-	-	-	-	-	-	-
Total Appropriations	61,206,364.96	-	-	-	-	-	-
Expenditures:							
Paid or Charged (Including Reserve for Uncollected Taxes)	57,494,166.10	-	-	-	-	-	-
Reserved	3,711,976.23	-	-	-	-	-	-
Unexpended Balances Canceled	222.63	-	-	-	-	-	-
Total Expenditures and Unexpended Balances Canceled	61,206,364.96	-	-	-	-	-	-
Overexpenditures *	-	-	-	-	-	-	-

BUDGET MESSAGE

RECAP OF GROUP INSURANCE APPROPRIATION

Following is a recap of the Municipality's Employee Group Insurance

Estimated Group Insurance Costs - 2021 \$ 5,000,000.00

Estimated Amounts to be Contributed by Employees:

Contribution from all eligible emp. 500,000.00

 Budgeted Group Insurance - Inside CAP 4,500,000.00
 Budgeted Group Insurance - Utilities -----
 Budgeted Group Insurance - Outside CAP 4,500,000.00
 TOTAL

Instead of receiving Health Benefits, _____ employees have elected an opt-out for 2021. This opt-out amount is budgeted separately.

Health Benefits Waiver
 Salaries and Wages \$ 115,000.00

BUDGET MESSAGE

NEW JERSEY 2010 LOCAL UNIT LEVY CAP LAW

ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS 42,455,633.03

Exclusions:

- Allowable Shared Service Agreements Increase
- Allowable Health Insurance Costs Increase
- Allowable Pension Obligations Increases 196,266.00
- Allowable LOSAP Increase
- Allowable Capital Improvements Increase 15,000.00
- Allowable Debt Service and Capital Leases Inc.
- Recycling Tax appropriation 50,000.00
- Deferred Charge to Future Taxation Unfunded 1,130.00
- Current Year Deferred Charges: Emergencies

Add Total Exclusions 262,396.00
 Less Cancelled or Unexpended Waivers
 Less Cancelled or Unexpended Exclusions 223.00

SUMMARY LEVY CAP CALCULATION

ADJUSTED TAX LEVY 42,717,806.03

Additions:

- New Ratables - Increase for new construction 35,903,600
- Prior Year's Local Purpose Tax Rate (per \$100) 0.819
- New Ratable Adjustment to Levy 294,050.48
- Amounts approved by Referendum
- Levy CAP Bank Applied

MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION 43,011,856.52

AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES 41,667,169.98

OVER OR (UNDER) 2% LEVY CAP

(must be equal or under for introduction)

(1,344,686.54)

P.L. 2007, c. 62, was amended by P.L. 2008 c. 6 and P.L. 2010 c. 44 (S-29 R1). The last amendment reduces the 4% to 2% and modifies some of the exceptions and exclusions. It also removes the LFB waiver. The voter referendum now requires a vote in excess of only 50% which is reduced from the original 60% in P.L. 2007, c. 62.

LEVY CAP CALCULATION

Prior Year Amount to be Raised by Taxation 41,667,169.64
 Less:
 Less: Prior Year Deferred Charges to Future Taxation Unfunded
 Less: Prior Year Deferred Charges: Emergencies
 Less: Prior Year Recycling Tax 44,000.00
 Less:
 Less:

Net Prior Year Tax Levy for Municipal Purpose Tax for CAP Calculation 41,623,169.64
 Plus 2% CAP Increase 832,463.39
ADJUSTED TAX LEVY 42,455,633.03
 Plus: Assumption of Service/Function
ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS 42,455,633.03

BUDGET MESSAGE

"2010" LEVY CAP BANKS:

2018	Maximum Allowable Amount to be Raised by Taxation Amount to be Raised by Taxation for Municipal Purpose Available for Banking (CY 2021)	1,918,263
	Amount Used in 2021	-
	Balance to Expire	<u>1,918,263</u>
2019	Maximum Allowable Amount to be Raised by Taxation Amount to be Raised by Taxation for Municipal Purpose Available for Banking (CY 2021 - CY 2022)	1,975,563
	Amount Used in 2021	-
	Balance to Carry Forward (CY 2022)	<u>1,975,563</u>
2020	Maximum Allowable Amount to be Raised by Taxation Amount to be Raised by Taxation for Municipal Purpose Available for Banking (CY 2021 - CY 2023)	-
	Amount Used in 2021	-
	Balance to Carry Forward (CY 2022 - CY2023)	<u>-</u>
2021	Maximum Allowable Amount to be Raised by Taxation Amount to be Raised by Taxation for Municipal Purpose Available for Banking (CY 2022 - CY 2024)	43,011,857
		41,667,170
		<u>1,344,687</u>
	Total Levy CAP Bank	<u>3,320,250</u>

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2020
		2021	2020	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:				
Public Health Priority Funding - 1987	xxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
N.J. Transportation Trust Fund Authority Act				-
Recycling Tonnage Grant		43,931.37		-
Drunk Driving Enforcement Fund				-
Clean Communities Program		60,980.39		-
County of Monmouth Childhood Lead Exposure Prevention Project		21,750.00		-
State of New Jersey CSIP Forestry Grant				-
Safe and Secure Communities Program - P.L. 1994, Chapter 220		32,400.00	60,000.00	60,000.00
				-
				-
Monmouth County Grant				-
Office on Aging				-
Senior Citizen Program		22,000.00	71,081.00	71,081.00
				-
State of NJ - HCN Grant		10,000.00	10,000.00	10,000.00
				-
				-
				-
				-

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2020
		2021	2020	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:	xxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
County of Monmouth:				-
Open Space Project Grant Jackson Woods		200,000.00		-
				-
U.S. Department of Justice:				-
Body Worn Camera Policy and Implementation Program			52,500.00	52,500.00
				-
U.S. Department of Justice:				-
Edward Byrne Memorial Justice Assistance Grant		8,775.00	9,752.00	9,752.00
				-
				-
Environmental Commissions Grant			1,000.00	1,000.00
Stetewide Insurance Fund Grant		16,268.00		-
				-
				-
				-

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2020
		2021	2020	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:	xxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
State of New Jersey Urban Enterprise Authority				-
Marketing & Business Development				-
Security (Policing)				-
Shuttle Project (Summer)				-
Administration				-
Shuttle Project (Year Round)				-
				-
				-
State of New Jersey				-
Body Armor Replacement Fund Program			8,557.71	8,557.71
				-
U.S. Department of Justice				-
Bullet Proof Vest Program			7,561.89	7,561.89
				-
State of New Jersey				-
Urban Areas Security Initiative				-
				-
				-
				-

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2020
		2021	2020	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
With Prior Written Consent of Director of Local Government Services - Other Special				
Items:	xxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Utility Operating Surplus of Prior Year	08-116			
Uniform Fire Safety Act		56,000.00	54,000.00	56,609.21
Reserve for Premium on Bond Sale (General Capital Reserve)		689,960.00	323,811.00	323,811.00
Reserve for Sale of Assets (to offset Debt Service)				
State of New Jersey				
Municipal Occupancy Tax (Hotel/Motel)		550,000.00	450,000.00	553,409.69
Federal Emergency Management Funds to offset Debt Service		671,627.88		
Reserve for Payment of Debt Service				

CURRENT FUND - ANTICIPATED REVENUES - (Continued)

	FCOA	Anticipated		Realized in Cash in 2020
		2021	2020	
GENERAL REVENUES				
Summary of Revenues				
1. Surplus Anticipated (Sheet 4, #1)	XXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services (Sheet 4, #2)	08-101	4,717,133.91	4,417,133.91	4,417,133.91
3. Miscellaneous Revenues:	08-102	-	-	-
	XXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Total Section A: Local Revenues	08-001	6,463,619.72	4,581,289.00	6,975,491.94
Total Section B: State Aid Without Offsetting Appropriations	09-001	4,288,133.00	4,288,133.00	4,288,133.00
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	850,000.00	700,000.00	859,646.00
Total Section D: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Shared Service Agreements	11-001	190,059.00	102,999.00	102,999.00
Total Section E: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Additional Revenues	08-003	-	-	-
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	10-001	1,234,288.76	980,365.60	980,365.60
Total Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	08-004	1,967,587.88	827,811.00	933,829.90
Total Miscellaneous Revenues	13-099	14,993,688.36	11,480,597.60	14,140,465.44
4. Receipts from Delinquent Taxes	15-499	1,520,113.23	1,891,413.81	1,894,084.83
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	13-199	21,230,935.50	17,789,145.32	20,451,684.18
6. Amount to be Raised by Taxes for Support of Municipal Budget:	XXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	07-190	41,667,169.98	41,667,169.64	XXXXXXXXXXXX
b) Addition to Local District School Tax	07-191	-	-	XXXXXXXXXXXX
c) Minimum Library Tax	07-192	1,860,970.50	1,750,050.00	XXXXXXXXXXXX
Total Amount to be Raised by Taxes for Support of Municipal Budget	07-199	43,528,140.48	43,417,219.64	44,350,087.99
7. Total General Revenues	13-299	64,759,075.98	61,206,364.96	64,801,772.17

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - within "CAPS"							
General Administration							
Office of the Chief Executive Mayor							
Salaries and Wages	1	71,750.00	70,000.00		70,000.00	63,867.83	6,132.17
Other Expenses	2	10,500.00	9,700.00		9,700.00	4,241.52	5,458.48
Office of the Chief Administrator							
Salaries and Wages	1	451,000.00	440,000.00		440,000.00	425,737.01	14,262.99
Other Expenses	2	35,150.00	34,400.00		34,400.00	10,808.00	23,592.00
Miscellaneous Other Expenses	2	8,860.00	8,860.00		8,860.00	840.00	8,020.00
Miscellaneous Other Expenses (Green Programs)	2	3,500.00	3,500.00		3,500.00	-	3,500.00
Miscellaneous Other Expenses - MIS	2	192,357.33	191,226.00		191,226.00	189,470.94	1,755.06
Miscellaneous Other Expenses - Special Events	2	145,000.00	45,000.00		45,000.00	20,293.76	24,706.24
Division of Personnel							
Salaries and Wages	1	139,400.00	136,000.00		136,000.00	128,804.07	7,195.93
Other Expenses	2	2,100.00	2,100.00		2,100.00	983.91	1,116.09
Central Switchboard							
Salaries and Wages	1	55,000.00	55,000.00		55,000.00	35,162.96	19,837.04

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Office of Emergency Management					-		-
Salaries and Wages	1	7,500.00	7,500.00		7,500.00	7,242.38	257.62
Other Expenses	2	296,664.00	46,664.00		46,664.00	43,290.12	3,373.88
Office of the City Council					-		-
Salaries and Wages	1	17,500.00	17,500.00		17,500.00	16,497.11	1,002.89
Other Expenses	2	1,850.00	1,850.00		1,850.00	201.09	1,648.91
Office of the City Attorney					-		-
Salaries and Wages (Prosecutor/Asst. City Att)	1	30,000.00	30,000.00		30,000.00	28,969.26	1,030.74
Other Expenses	2	455,000.00	455,000.00		455,000.00	432,748.43	22,251.57
Miscellaneous Other Expenses (Labor Counsel)	2	125,000.00	125,000.00		125,000.00	83,420.68	41,579.32
Miscellaneous Other Expenses (Planning Bd. Att)	2	6,500.00	6,500.00		6,500.00	6,300.00	200.00
Miscellaneous Other Expenses (Zoning Bd. Att)	2	9,500.00	9,500.00		9,500.00	5,000.00	4,500.00
Miscellaneous Other Expenses (Prosecutor/Asst. City Att)	2	1,000.00	1,000.00		1,000.00	-	1,000.00
Miscellaneous Other Expenses (Retainer)					-		-
					-		-
					-		-
					-		-
					-		-
					-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated			Expended 2020		
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Office of the City Clerk							
Salaries and Wages	1	291,000.00	291,000.00		291,000.00	251,163.73	39,836.27
Other Expenses	2	29,225.00	29,151.52		29,151.52	19,855.93	9,295.59
Misc. Other Expenses	2	36,500.00	36,680.00		36,680.00	32,736.95	3,943.05
Department of Finance							
Office of the Director							
Salaries and Wages	1	178,350.00	174,000.00		174,000.00	163,903.43	10,096.57
Other Expenses	2	25,000.00	25,000.00		25,000.00	10,877.52	14,122.48
Division of Accounts and Control							
Salaries and Wages	1	443,700.00	435,000.00		435,000.00	399,728.84	35,271.16
Other Expenses	2	45,175.00	45,175.00		45,175.00	42,960.81	2,214.19
Misc. Other Expenses (Audit Services)	2	76,000.00	74,500.00		74,500.00	74,500.00	-
Office of the Tax Collector							
Salaries and Wages	1	238,560.00	228,000.00		228,000.00	219,635.60	8,364.40
Other Expenses	2	28,000.00	24,000.00		24,000.00	16,285.60	7,714.40

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated			Expended 2020			
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved	
Department of Public Works								
Office of the Director								
Salaries and Wages	1	465,630.00	456,500.00		456,500.00	428,009.64	28,490.36	
Other Expenses	2	30,000.00	30,000.00		30,000.00	28,888.37	1,111.63	
Division of Street Construction & Maintenance								
Salaries and Wages	1	1,162,800.00	1,140,000.00		1,140,000.00	1,075,455.66	64,544.34	
Other Expenses	2	340,750.00	357,750.00		357,750.00	276,338.91	81,411.09	
Office of the City Engineer								
Other Expenses	2	360,000.00	260,000.00		260,000.00	253,000.00	7,000.00	
Municipal Garage								
Salaries and Wages	1	491,640.00	482,000.00		482,000.00	459,516.11	22,483.89	
Other Expenses	2	496,550.00	481,550.00		481,550.00	468,710.66	12,839.34	
Division of Parks								
Salaries and Wages	1	348,840.00	342,000.00		342,000.00	314,244.31	27,755.69	
Other Expenses	2	60,500.00	60,500.00		60,500.00	58,026.57	2,473.43	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated			Expended 2020			
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved	
Division of Public Facilities								
Salaries and Wages	1	1,072,020.00	1,051,000.00		1,051,000.00	943,178.71	107,821.29	
Other Expenses	2	258,850.00	208,850.00		208,850.00	201,841.29	7,008.71	
Division of Solid Waste/Recycling								
Salaries and Wages	1	1,719,720.00	1,686,000.00		1,686,000.00	1,594,422.45	91,577.55	
Other Expenses	2	31,250.00	31,250.00		31,250.00	26,905.79	4,344.21	
Disposal Costs (Sanitation & Recycling)								
Other Expenses	2	2,000,000.00	1,966,700.00		1,966,700.00	1,917,177.24	49,522.76	
Department of the Police Chief								
Office of the Police Chief								
Salaries and Wages	1	239,000.00	239,000.00		239,000.00	235,383.20	3,616.80	
Other Expenses	2	9,450.00	9,450.00		9,450.00	9,033.96	416.04	
Division of Police								
Salaries and Wages	1	11,536,000.00	11,260,000.00		11,260,000.00	11,036,223.89	223,776.11	
Other Expenses	2	797,672.53	765,543.53		765,543.53	764,163.41	1,380.12	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Police Dispatch					-		-
Salaries and Wages	1	468,425.00	457,000.00		457,000.00	438,552.56	18,447.44
School Traffic Guards					-		-
Salaries and Wages	1	194,750.00	190,000.00		190,000.00	158,101.46	31,898.54
Other Expenses	2	1,310.00	1,310.00		1,310.00	679.36	630.64
Traffic Control					-		-
Salaries and Wages	1	297,250.00	290,000.00		290,000.00	279,297.07	10,702.93
Other Expenses	2	32,416.00	32,416.00		32,416.00	31,894.43	521.57
Miscellaneous Other Expenses (Parking Meters)	2	210,000.00	195,000.00		195,000.00	191,519.58	3,480.42
Division of Fire					-		-
Salaries and Wages	1	2,897,267.00	2,790,000.00		2,790,000.00	2,664,812.53	125,187.47
Other Expenses	2	223,955.42	208,955.42		208,955.42	208,031.51	923.91
Miscellaneous Other Expenses (Chief Honorariums)	2	4,500.00	4,500.00		4,500.00	4,500.00	-
Miscellaneous Other Expenses (Appraisals)	2	15,000.00	-		-	-	-
Fire House Rental	2	32,100.00	32,100.00		32,100.00	-	32,100.00
Miscellaneous Other Expenses	2	24,000.00	24,000.00		24,000.00	21,915.93	2,084.07
					-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated			Expended 2020		
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Contribution to Volunteer First Aid Squads							
Other Expenses	2	86,000.00	80,000.00		80,000.00	80,000.00	-
Uniform Fire Safety (Chapter 383, P.L. 1983)							
Salaries and Wages	1	612,950.00	598,000.00		598,000.00	554,032.64	43,967.36
Other Expenses	2	44,600.00	29,267.00		29,267.00	14,906.22	14,360.78
Miscellaneous Other Expenses	2	133,150.00	133,150.00		133,150.00	130,906.92	2,243.08
Department of Health							
Office of the Director							
Salaries and Wages	1	506,350.00	494,000.00		494,000.00	471,119.75	22,880.25
Other Expenses	2	66,852.00	76,852.00		76,852.00	67,318.12	9,533.88
Miscellaneous Other Expenses (Contractual)							
Bloodborne Pathogen Immunization	2	1,200.00	1,200.00		1,200.00	-	1,200.00
Animal Control Subsidy (to Trust)	2	150,000.00	105,200.00		105,200.00		105,200.00
Public Health Consortium	2	11,960.00	11,960.00		11,960.00	11,960.00	-
Bureau of Welfare							
Miscellaneous Other Expenses (Relocation)	2	-	-		-		-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Department of Recreation							
Office of the Director							
Salaries and Wages	1	335,175.00	327,000.00		327,000.00	312,662.64	14,337.36
Other Expenses	2	48,800.00	23,800.00		23,800.00	19,033.09	4,766.91
Miscellaneous Other Expenses	2	16,150.00	16,150.00		16,150.00	12,400.20	3,749.80
Miscellaneous Other Expenses (A. Bucky James)		-	-		-	-	-
Bureau of Recreation							
Salaries and Wages	1	80,975.00	79,000.00		79,000.00	72,888.72	6,111.28
Other Expenses	2	47,200.00	47,200.00		47,200.00	40,686.63	6,513.37
Miscellaneous Other Expenses (Celebrations)	2	47,500.00	47,500.00		47,500.00	10,221.36	37,278.64
Bureau of Conservation (Beaches)							
Salaries and Wages	1	1,208,000.00	893,000.00		893,000.00	823,141.11	69,858.89
Other Expenses	2	223,700.00	110,550.00		110,550.00	108,923.79	1,626.21
Office of Senior Citizen Activities							
Salaries and Wages	1	77,000.00	77,000.00		77,000.00	33,229.45	43,770.55
Other Expenses	2	36,700.00	36,700.00		36,700.00	36,699.30	0.70

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended 2020		
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - within "CAPS" - (continued)							
Environmental Commission							
Other Expenses	2	6,000.00	6,000.00		6,000.00	60.00	5,940.00
Miscellaneous - Other Expenses (Matching Funds)	2	4,000.00	4,000.00		4,000.00	-	4,000.00
Office of Cable Television Commission							
Other Expenses	2	23,600.00	23,600.00		23,600.00	2,970.00	20,630.00
Urban Enterprise Zone							
Salaries and Wages	1	60,000.00	60,000.00		60,000.00	59,933.97	66.03
Other Expenses	2	3,980.00	3,980.00		3,980.00	3,595.63	384.37
Long Branch Arts Council							
Other Expenses	2	21,000.00	21,000.00		21,000.00	-	21,000.00
Long Branch Parking Authority							
Other Expenses	2	2,500.00	2,500.00		2,500.00	-	2,500.00
Planning Board							
Other Expenses	2	8,370.00	7,335.00		7,335.00	62.00	7,273.00
Miscellaneous Other Expenses (Retainer)	2	6,000.00	6,000.00		6,000.00	-	6,000.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended 2020		
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - within "CAPS" - (continued)							
Zoning Board of Adjustment							
Other Expenses	2	6,435.00	6,435.00		6,435.00	1,684.00	4,751.00
Miscellaneous Other Expenses (Retainer)	2	12,000.00	12,000.00		12,000.00	7,000.00	5,000.00
Department of Building & Development							
Office of the Director							
Salaries and Wages	1	133,301.25	130,050.00		130,050.00	129,487.00	563.00
Other Expenses	2	9,055.00	7,500.00		7,500.00	7,500.00	-
Misceallaneous Other Expenses (Demolition)	2	120,000.00	-		-	-	-
Office of the Construction Official							
Salaries and Wages	1	621,150.00	606,000.00		606,000.00	577,271.66	28,728.34
Other Expenses	2	58,670.00	127,470.00		127,470.00	103,587.51	23,882.49
Miscellaneous Other Expenses	2	172,200.00	172,200.00		172,200.00	144,680.14	27,519.86
Office of Planning							
Salaries and Wages	1	219,350.00	214,000.00		214,000.00	194,898.74	19,101.26
Other Expenses	2	24,100.00	15,020.00		15,020.00	13,846.68	1,173.32
Misceallaneous Other Expenses (Redevelopment)	2	100,000.00	-		-	-	-
Misceallaneous Other Expenses (Master Plan)			-		-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
UNCLASSIFIED:	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Utilities							
Electricity	2	235,000.00	245,000.00		245,000.00	207,523.51	37,476.49
Telephone	2	185,000.00	188,600.00		188,600.00	176,651.15	11,948.85
Natural Gas	2	60,000.00	72,000.00		72,000.00	63,360.60	8,639.40
Street Lighting	2	435,000.00	430,000.00		430,000.00	370,907.47	59,092.53
Fire Hydrant Service	2	215,000.00	212,400.00		212,400.00	193,905.38	18,494.62
Water	2	70,000.00	85,000.00		85,000.00	78,047.03	6,952.97
Other (Specify)							
Sewer	2	20,000.00	13,000.00		13,000.00	9,355.45	3,644.55
Diesel Fuel	2	245,000.00	250,000.00		250,000.00	126,335.18	123,664.82
Gasoline	2	270,000.00	275,000.00		275,000.00	194,280.26	80,719.74
Accumulated Leave Compensation							
Salaries and Wages	1	250,000.00	234,900.00		234,900.00	-	234,900.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended 2020		
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures - Municipal within "CAPS" - (continued)	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(2) STATUTORY EXPENDITURES:	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Contribution to:							
Public Employees' Retirement System	36-471	1,628,229.00	1,403,885.48		1,403,885.48	1,403,885.48	-
Social Security System (O.A.S.I.)	36-472	1,145,000.00	1,090,000.00		1,090,000.00	1,080,797.49	9,202.51
Consolidated Police & Fireman's Pension Fund	36-474		-		-	-	-
Police and Firemen's Retirement System of NJ	36-475	3,862,281.00	3,723,561.54		3,723,561.54	3,723,561.54	-
Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et seq.)	23-225	10,000.00	10,000.00		10,000.00	10,000.00	-
Defined Contribution Retirement Program (DCRP)	36-477	12,000.00	10,000.00		10,000.00	8,483.57	1,516.43
Total Deferred Charges and Statutory Expenditures - Municipal	34-209	6,657,510.00	6,237,447.02	-	6,237,447.02	6,226,728.08	10,718.94
(F) Judgments	37-480						XXXXXXXXXX
(G) Cash Deficit of Preceding Year	46-955						-
(H-1) Total General Appropriations for Municipal Purposes within	34-299	51,181,457.03	48,747,538.79	-	48,747,538.79	45,645,596.68	3,101,942.11

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Shared Service Agreements	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Implementation of "911" System							-
Monmouth County							-
Other Expenses	2	147,000.00	140,372.98		140,372.98	128,199.00	12,173.98
							-
West Long Branch Finance Dept.							-
Salaries and Wages							-
Other Expenses	2	71,766.00	70,359.00		70,359.00	68,543.50	1,815.50
							-
West Long Branch Information Technology Dept.							-
Salaries and Wages							-
Other Expenses	2	33,293.00	32,640.00		32,640.00	32,114.26	525.74
							-
Borough of Deal							-
Salaries and Wages	1	85,000.00					-
							-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS"							
Public and Private Programs Offset by Revenues							
Matching Funds for Grants	41-899		-		-		-
County of Monmouth							
Office on Aging Grant Senior Citizen Program							
County Share	2	22,000.00	71,081.00		71,081.00	71,081.00	-
Local Share	2	244,252.00	221,485.00		221,485.00	221,485.00	-
State of New Jersey							
Drunk Driving Enforcement Fund	2	-	-		-	-	-
State of New Jersey							
Safe & Secure Grant	1	32,400.00	60,000.00		60,000.00	60,000.00	-
State of New Jersey							
Solid Waste Administration							
Recycling Tonnage Grant	2	43,931.37	-		-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS"							
Public and Private Programs Offset by Revenues							
County of Monmouth:							
Open Space Project Jackson Woods	2	200,000.00	-				
U.S. Dept. of Justice							
FY 19 Body Worn Camera Policy and Implementation Program	2	-	52,500.00		52,500.00	52,500.00	
Office of Justice Programs							
Edward Byrne Memorial Justice Assistance	2	8,775.00	9,752.00		9,752.00	9,752.00	
State of New Jersey DOT Safe Routes to Schools	2	675,948.00	-				
U.S. Department of Homeland Security							
Assistance to Firefighters Grant	2	-	-				

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS"	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues							
State of New Jersey							
HCN Grant	2	10,000.00	10,000.00		10,000.00	10,000.00	
County of Monmouth							
Childhood Lead Exposure Prevention Program	2	21,750.00	-				
State of New Jersey							
Drunk Driving Enforcement Grant							
State of New Jersey							
Covid 19 Grant Funds	2	142,236.00	-				
U.S. Dept. of Justice							
Bulletproof Vest Partnership	2	-	7,561.89		7,561.89	7,561.89	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2020			
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved		
(C) Capital Improvements - Excluded from "CAPS"									
Public and Private Programs Offset by Revenues:	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
New Jersey Transportation Trust Fund Authority Act	41-865								
FY20 Local Aid Infrastructure			250,000.00				250,000.00		
FY20 Municipal Aid Transit Village			475,000.00				475,000.00		
Total Capital Improvements Excluded from "CAPS"	44-999	515,000.00	1,225,000.00	-	1,225,000.00	1,209,358.59	15,641.41		

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
For Local District School Purposes - Excluded from "CAPS"	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(I) Type 1 District School Debt Service	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Payment of Bond Principal	48-920						XXXXXXXXXX
Payment of Bond Anticipation Notes	48-925						XXXXXXXXXX
Interest on Bonds	48-930						XXXXXXXXXX
Interest on Notes	48-935						XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
Total of Type 1 District School Debt Service - Excluded from "CAPS"	48-999	-	-	-	-	-	XXXXXXXXXX
Deferred Charges and Statutory							
(J) Expenditures - Local School -	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Emergency Authorizations - Schools	29-406			XXXXXXXXXX			XXXXXXXXXX
Capital Project for Land, Building or Equipment N.J.S.A. 18A:22-20	29-407						XXXXXXXXXX
Total Deferred Charges and Statutory Expenditures - Local School -	29-409	-	-	-	-	-	XXXXXXXXXX
District School Purposes (Items (I) and (J) - (K) Excluded from "CAPS"	29-410	-	-	-	-	-	XXXXXXXXXX
(O) Total General Appropriations - Excluded from "CAPS"	34-399	11,529,054.95	10,410,262.17	-	10,410,262.17	9,800,005.42	610,034.12
(L) Subtotal General Appropriations (Items (H-1) and (O))	34-400	62,710,511.98	59,157,800.96	-	59,157,800.96	55,445,602.10	3,711,976.23
(M) Reserve for Uncollected Taxes	50-899	2,048,564.00	2,048,564.00	XXXXXXXXXX	2,048,564.00	2,048,564.00	XXXXXXXXXX
9. Total General Appropriations	34-499	64,759,075.98	61,206,364.96	-	61,206,364.96	57,494,166.10	3,711,976.23

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2020	
		for 2021	for 2020	for 2020 By Emergency Appropriation	Total for 2020 As Modified By All Transfers	Paid or Charged	Reserved
Summary of Appropriations							
(H-1) Total General Appropriations for	34-299	51,181,457.03	48,747,538.79	-	48,747,538.79	45,645,596.68	3,101,942.11
Municipal Purposes within "CAPS"	XXXXXX						
(A) Operations - Excluded from "CAPS"	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Other Operations	34-300	1,910,970.50	1,794,050.00	-	1,794,050.00	1,214,172.51	579,877.49
Uniform Construction Code	22-999	-	-	-	-	-	-
Shared Service Agreements	42-999	337,059.00	243,371.98	-	243,371.98	228,856.76	14,515.22
Additional Appropriations Offset by Revenues	34-303	-	-	-	-	-	-
Public & Private Programs Offset by Revenues	40-999	1,478,540.76	476,850.60	-	476,850.60	476,850.60	-
Total Operations Excluded from "CAPS"	34-305	3,726,570.26	2,514,272.58	-	2,514,272.58	1,919,879.87	594,392.71
(C) Capital Improvements	44-999	515,000.00	1,225,000.00	-	1,225,000.00	1,209,358.59	15,641.41
(D) Municipal Debt Service	45-999	7,286,354.69	6,670,989.59	-	6,670,989.59	6,670,766.96	XXXXXX
(E) Total Deferred Charges (Sheet 28)	46-999	1,130.00	-	XXXXXX	-	-	XXXXXX
(F) Judgments (Sheet 28)	37-480	-	-	-	-	-	XXXXXX
(G) Cash Deficit - With Prior Consent of LFB	46-885	-	-	XXXXXX	-	-	XXXXXX
(K) Local District School Purposes	29-410	-	-	-	-	-	XXXXXX
(N) Transferred to Board of Education	29-405	-	-	XXXXXX	-	-	XXXXXX
(M) Reserve for Uncollected Taxes	50-899	2,048,564.00	2,048,564.00	XXXXXX	2,048,564.00	2,048,564.00	XXXXXX
Total General Appropriations	34-499	64,759,075.98	61,206,364.96	-	61,206,364.96	57,494,166.10	3,711,976.23

CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to N.J.A.C. 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

- A plan for all capital expenditures for the current fiscal year. If no Capital Budget is included, check the reason why:

- Total capital expenditures this year do not exceed \$25,000, including appropriations for Capital Improvement Fund, Capital Line items and Down Payments on Improvements.
- No bond ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

- A multi-year list of planned capital projects, including the current year. Check appropriate box for number of years covered, including current year:

- 3 years. (Population under 10,000)
 - 6 years. (Over 10,000 and all county governments)
 - years exceeding minimum time period.
- Check if municipality is under 10,000, has not expended more than \$25,000 annually for capital purposes in immediately previous three years, and is not adopting CIP.

**CITY OF LONG BRANCH
NARRATIVE FOR CAPITAL IMPROVEMENT PROGRAM**

--

CAPITAL BUDGET (Current Year Action)

2021

Local Unit **CITY OF LONG BRANCH**

1 PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 AMOUNTS RESERVED IN PRIOR YEARS	PLANNED FUNDING SERVICES FOR CURRENT YEAR - 2021					6 TO BE FUNDED IN FUTURE YEARS
				5a 2021 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
Road Program		2,625,000.00			125,000.00			2,500,000.00	
City Hall Rear Entrance		500,000.00			25,000.00			475,000.00	
Beach Improvements		100,000.00		100,000.00					
Parking Meter Upgrades		100,000.00		100,000.00					
City Building Improvements		100,000.00		100,000.00					
Public Safety Building		2,000,000.00			100,000.00			1,900,000.00	
		-							
		-							
		-							
		-							
		-							
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		-							
		-							
		-							
		-							
TOTAL - THIS PAGE	XXXXX	5,425,000.00	-	300,000.00	250,000.00	-	-	4,875,000.00	-

6 YEAR CAPITAL PROGRAM - 2021 to 2026
ANTICIPATED PROJECT SCHEDULE AND FUNDING REQUIREMENTS

Local Unit CITY OF LONG BRANCH

1 PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	4 Estimated Completion Time	FUNDING AMOUNTS PER BUDGET YEAR						
				5a 2021	5b 2022	5c 2023	5d 2024	5e 2025	5f 2026	
Road Program		2,625,000.00								
City Hall Rear Entrance		500,000.00								
Beach Improvements		100,000.00	12/31/2021							
Parking Meter Upgrades		100,000.00	12/31/2021							
City Building Improvements		100,000.00	12/31/2021							
Public Safety Building		2,000,000.00	12/31/2021							
		-								
		-								
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		-								
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TOTAL - THIS PAGE	XXXXX	5,425,000.00	XXXXXXXXXX	-	-	-	-	-	-	-

6 YEAR CAPITAL PROGRAM - 2021 to 2026
SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Local Unit CITY OF LONG BRANCH

1 Project Title	2 Estimated Total Costs	BUDGET APPROPRIATIONS		4 Capital Improvement Fund	5 Capital Surplus	6 Grants - In - Aid and Other Funds	BONDS AND NOTES				
		3a Current Year 2021	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School	
Road Program	2,625,000.00			131,250.00			2,493,750.00				
City Hall Rear Entrance	500,000.00			25,000.00			475,000.00				
Beach Improvements	100,000.00	100,000.00		5,000.00							
Parking Meter Upgrades	100,000.00	100,000.00		5,000.00							
City Building Improvements	100,000.00	100,000.00		5,000.00							
Public Safety Building	2,000,000.00			100,000.00			1,900,000.00				
	-			-							
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	-			-							
TOTAL - THIS PAGE	5,425,000.00	300,000.00	-	271,250.00	-	-	4,868,750.00	-	-	-	-

**CITY OF LONG BRANCH
RESOLUTION R-120-21**

**RESOLUTION AWARDING CONTRACT FOR PURCHASE OF CAMERA
EQUIPMENT AND ACCESSORIES FOR THE POLICE DEPARTMENT AND
PLEASURE BAY POOL**

WHEREAS, the City has the need to upgrade the communications system utilized by the Department of Police and Office of Emergency Management (OEM). The purchase of Cameras, remote receiver equipment, and, console equipment and support workstations for the Police Department at the Pleasure Bay Pool; and

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

WHEREAS, there exist New Jersey State Contracts for said equipment from **LTW Inc.** Contract #89980 and, based on extensive research by Police Department personnel, and input from, OEM personnel, it is the recommendation of the Public Safety Director that the brands /models equipment offered by **LTW Inc.** will best meet the needs of this Department; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this purchase from, **Appropriation Line Item # C-04-131-602, in the amount of \$117,332.60.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that contracts be awarded to **LTW Inc.** for camera equipment and accessories, in accordance with NJ State Contract #89980 terms and conditions, and as detailed in Attachment A annexed hereto, **for a sum not to exceed \$117,332.60.**

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**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:

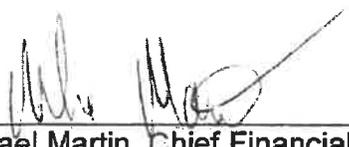
CAMERA COMUNICATIONS EQUIPMENT PLEASURE BAY POOL

Said contract being made as follows:

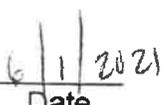
LTW INC. \$117,332.60

Said funds being available in the form of:

#C-04-131-602, \$117,332.60



Michael Martin, Chief Financial Officer



Date



Long Branch Police Department Camera Expansion – Pool Facility at 377 Atlantic Ave

- **LTW will provide and install the following equipment**
 - **Floor mounted 24U network rack for harsh environments with cooling fans**
 - **Note: Customer is responsible for providing an electrical circuit in the rack**
 - **1500VA UPS with 1 battery expansion pack**
 - **Cisco IE4010 switch with 10Gb SFP (as per specified by the customer)**
 - **Note: Customer is responsible for configuring the switch**
 - **Local recording server for 30 days of video retention**
 - **Note: operating temperature range is 50-95 degrees Fahrenheit**
 - **5 Axis Q6075-E PTZ cameras combined with Q6010-E 5MP multi sensor cameras**
 - **4 cameras corner mounted on the 4 corners of the building**
 - **1 camera roof mounted**
 - **Roof patching is the responsibility of the customer**
 - **Q6010-E has interchangeable 2.8, 6, 12 & 16mm lenses for coverage flexibility**
 - **1 Axis P3248-LVE 4k dome camera with onboard analytics**
 - **Analytics will be configured at a tripwire around the pool to alert if the pool is entered after hours**
 - **Note: Environmental factors can impact the accuracy of the analytics**
 - **3 Panasonic WV-S2550L 5MP dome cameras**
 - **1 camera will be mounted outside the front door**
 - **2 cameras will be mounted in the center area of the building**
 - **6 Panasonic WV-S2531LN 1080P dome cameras**
 - **2 cameras in the ticket room**
 - **1 camera in the side room adjacent to the ticket room**
 - **1 camera in the concession room**
 - **1 camera in the pump room**
 - **1 camera in the electrical room**

**CITY OF LONG BRANCH
RESOLUTION R-121-21**

**RESOLUTION AWARDING CONTRACT FOR LEASE PURCHASE OF (7) FORD
UTILITY INTERCEPTORS FOR THE POLICE DEPARTMENT**

WHEREAS, the City has the need to Lease purchase (7) Ford Utility Interceptors Police Cars for use by the Police Department; and

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

WHEREAS, there exist New Jersey State Contracts for said equipment from various vendors, and it is the recommendation of the Public Safety Director that the brand of equipment, as detailed in Attachments A, annexed hereto, will best meet the needs of the Department; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this lease purchase from Appropriation Line Item #1-01-062-399, in the amount of \$78,459.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Winner Ford Cherry Hill** for lease purchase of (7) Ford Utility Interceptors Police Cars as detailed in attached quote, in accordance with the terms and conditions on New Jersey State Contract # 88728, for a sum not to exceed \$78,459.00.

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

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

Linda Hoffman
856-214-0759 Phone
856-488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

2021 Ford Utility Interceptor Base Vehicle

29763.00

- 99B 3.3L V6 Engine
- 44U 10 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Headlamps Prep Pkg.
- SYNC
- Ford Telematics, includes Modem & 2 Year Trial Subscription
- 43D Courtesy Lamps Disable
- 60R Radio Noise Suppression
- 59B Keyed Alike
- 68G Rear Door Locks & Windows Inoperative
- 87R Back up Camera Rearview Mirror Display
- 17T Cargo Area Red/Clear Dome 5"
- 86T Tail Light Prep Pkg.
- 51T Drivers Side LED Spotlight
- 549 Power Heated Mirrors
- 18D Global lock/unlock feature
- 60A Pre-Wiring for grille LED lights, siren and speaker
- EAI53 80 Amp Power Source
- Skid Plate
- Red/Clear Dome in Front
- Perimeter Light

COST FOR 1 VEHICLE:
COST FOR 7 VEHICLES:

31991.00
223937.00

LEASE; 3 Year/Annual

MMD

78459.00/year

**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:

**THREE YEAR CONTRACT FOR LEASE PURCHASE POLICE DEPARTMENT
(7) VEHICLES**

Said contract being made as follows:

WINNER FORD CHERRY HILL. \$78,459.00

Said funds being available in the form of:

1-01-062-399- TOTAL \$78,459.00.

*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2021 ADOPTED AND FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer

6-1-2021

Date

**CITY OF LONG BRANCH
RESOLUTION R-122-21**

**RESOLUTION APPROVING LIQUOR LICENSE RENEWALS FOR THE 2021/2022 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 licenses:

Beach House/Kahuna Burger (OHM NJ LLC)	1325-33-047-013
Bell Liquors (Circillo Joseph)	1325-44-004-006
Brighton Bar (West End Ent. Inc)	1325-33-026-006
Brighton Memorial VFW Post 2140	1325-31-071-001
Bungalow Hotel (PV Bunglaow Liquor License LLC)	1325-33-078-019
BUTECO (Brazilian Sports Bar LLC)	1325-33-036-005
Casa Comieda (Casa Comieda Inc)	1325-33-063-008
Celtic Cottage Pub and Patio Bar Inc.	1325-33-039-005
Court Liquors (Sidney Charles Markets Inc)	1325-44-074-006
Jack's Goal Line Stand (Goal Line Stand Inc)	1325-33-052-007
Italian American Memorial Assn Inc	1325-33-066-001
McLoone's (Long Branch Assets Corp)	1325-33-023-008
Mix Lounge & Food Bar (71 Brighton Avenue LTD)	1325-32-035-014
MJ's (GSSD Restaurants Inc)	1325-33-059-006
Nip-N-Tuck Bar and Grill (23 Norwood Corp)	1325-32-042-004
Ocean Beach Club	1325-31-067-002
Ocean Place Resort & Spa (AFP 104 Corp)	1325-36-085-003
Patten Point Yacht Club Inc	1325-31-068-001
Johnny Piancones (Cozumel Inc)	1325-33-011-013
Pierce Liquors (Milray Inc)	1325-44-048-004
Pleasure Bay Bar & Liquors (BIZXL LLC)	1325-33-030-007
Promenade Beach Club	1325-33-060-009
PV Seasonal License LLC	1325-34-029-016
Rainbow Liquors (Punjab Liquor Inc.)	1325-44-007-005
Rons West End Pub LLC	1325-33-076-004
Rooneys Oceanfront Restaurant (Rooneys Acquisition Limited Liability Company)	1325-33-037-011
Stewarts RootBeer (The Pinheiro Family LLC)	1325-33-054-013
The Wine Loft (BRM7 Wine LLC)	1325-33-033-004
Tramas Trattoria (Roselli LLC)	1325-33-003-004
Tuzzio's Italian Cuisine (Silver Dollar Bar Inc)	1325-33-051-001
Vingo Wine & Spirits (Eclipse LLC)	1325-44-049-005

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 license term of July 1, 2021 through June 30, 2022.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-123-21**

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY
CUSPER HOLDINGS LLC STATE LICENSE #1325-33-046-009 FOR THE 2021/2022
LICENSE TERM**

WHEREAS, CUSPER HOLDINGS LLC, filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by CUSPER HOLDINGS LLC state license #1325-33-046-009 for the 2021/2022 license term.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-124-21**

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY
HADDAD RICHARD STATE LICENSE #1325-33-025-009 FOR THE 2021/2022
LICENSE TERM**

WHEREAS, HADDAD RICHARD, filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by HADDAD RICHARD, state license #1325-33-025-009 for the 2021/2022 license term.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-125-21**

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP
LIQUOR 1 LLC STATE LICENSE #1325-33-056-011 FOR THE 2021/2022 LICENSE
TERM**

WHEREAS, LBP LIQUOR 1 LLC, filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by LBP LIQUOR 1 LLC state license #1325-33-056-011 for the 2021/2022 license term.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-126-21**

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP
LIQUOR 2 LLC STATE LICENSE #1325-33-020-007 FOR THE 2021/2022 LICENSE
TERM**

WHEREAS, LBP LIQUOR 2 LLC, filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by LBP LIQUOR 2 LLC state license #1325-33-020-007 for the 2021/2022 license term.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-127-21**

RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY LBP LIQUOR 3 LLC STATE LICENSE #1325-33-031-007 FOR THE 2021/2022 LICENSE TERM

WHEREAS, LBP LIQUOR 3 LLC, filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by LBP LIQUOR 3 LLC state license #1325-33-031-007 for the 2021/2022 license term.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-128-21**

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY PIER
VILLAGE III LIQUOR LICENSE 3 LLC STATE LICENSE #1325-33-012-011 FOR
THE 2021/2022 LICENSE TERM**

WHEREAS, PIER VILLAGE III LIQUOR LICENSE 3 LLC, filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by PIER VILLAGE 3 LIQUOR LICENSE 3 LLC, state license #1325-33-012-011 for the 2021/2022 license term.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-129-21**

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY
TAVOLO (TRE OUMNI PELATI LLC) STATE LICENSE #1325-33-034-008 FOR
THE 2021/2022 LICENSE TERM**

WHEREAS, TAVOLO (TRE OUMNI PELATI LLC), filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by TAVOLO (TRE OUMNI PELATI LLC), state license #1325-33-034-008 for the 2021/2022 license term.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-130-21**

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY
TROIKANA INC (GONZALEZ ALBA) STATE LICENSE #1325-33-013-006 FOR
THE 2021/2022 LICENSE TERM**

WHEREAS, TROIKANA INC (GONZALEZ ALBA), filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2021/2022 license term; and

WHEREAS, tax clearance has been received from the Division; and

WHEREAS, the ruling determined that good cause exists for the City to consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by TROIKANA INC (GONZALEZ ALBA), state license #1325-33-013-006 for the 2021/2022 license term.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-131-21**

**RESOLUTION IMPOSING SPECIAL CONDITIONS UPON THE PLENARY RETAIL
CONSUMPTION LICENSE 1325-33-061-006 OWNED BY ADAM LICENSE
HOLDINGS, LLC T/A 656 OCEAN AND RENEWING SAME FOR THE 2021/2022
LICENSE TERM**

WHEREAS, Adam License Holdings, LLC/ t/a 656 Ocean operates in the City of Long Branch under plenary retail consumption license 1325-33-061-006; and

WHEREAS, said license operates at premises known as 656 ocean avenue in the City of Long Branch, New Jersey; and

WHEREAS, the City of Long Branch has provided a Notice to said licensee of reasons why a special condition should be imposed upon said licensee number 1325-33-061-006 to wit that two (2) Long Branch Police Officers be posted at the entrance of 656 Ocean Avenue on Thursday evening between the hours of 10 pm and 2 am from September through May coinciding with Monmouth University calendar; and

WHEREAS, the licensee has received Notice and has met with the Public Safety Director of the City of Long Branch and the Long Branch City attorney; and

WHEREAS, the licensee has agreed to the special conditions and terms imposed by this resolution.

NOW THEREFORE BE IT RESOLVED to with a special condition of the renewal of the plenary retail consumption license 1325-33-061-006 that two (2) Long Branch Police Officers shall be posted at the entrance of the licensees' premises as additional security and to prevent any unlawful acts occurring on Thursday evenings between the hours of 10pm and 2 am; and

BE IT FURTHER RESOLVED that in the event the licensee determines to close the premises on a Thursday at 10 pm and not hold a college night then no Long Branch Police officers shall be necessary to be at the location so long as the licensee notified the Public Safety Director seven (7) days in advance; and

BE IT FURTHER RESOLVED that in the event the licensee shall not open the premises on a Thursday for any reason, the licensee shall notify the Public Safety Director seven (7) days in advance if possible and the two (2) Long Branch Police Officers shall not have to appear at the premises; and

BE IT FURTHER RESOLVED that in the event the Public Safety Director does not notify the Clerk of the City of his decision to abate in any way the special conditions hereby imposed, they will continue in full force; and

BE IT FURTHER RESOLVED that this license is hereby renewed by the City Council of the City of Long Branch for the 2021/2022 license term.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-132-21**

**RESOLUTION IMPOSING SPECIAL CONDITION ON PLENARY RETAIL LICENSE
#1325-33-027-010 OWNED BY LB CITY, INC. AND AUTHORIZING RENEWAL FOR
THE 2021/2022 LICENSE TERM**

WHEREAS, plenary retail consumption license No. 1325-33-027-010 is owned by LB City, Inc.; and

WHEREAS, plenary retail consumption license is located at 23 Ocean Avenue in the City of Long Branch; and

WHEREAS, the City of Long Branch through the Long Branch Police Department, through an investigation of the Long Branch Police Department as to a number of incidents that have occurred at beach parties held by the licensee on its license premises during the summer seasons of 2014 and 2015; and

WHEREAS, the Police Department of the City of Long Branch has recommended to the Council of the City of Long Branch that a special condition be imposed upon the licensee, which special condition should improve the issues created by the licensee's activities as it relates to other businesses in the area, crowd control, arrests and disturbances for improper conduct and noise complaints which have been received by the Police Department and have been investigated; and

WHEREAS, the special condition is deemed to be necessary and appropriate to allow the licensee to continue its operations; and

WHEREAS, the Long Branch Police Department of the City of the City of Long Branch believes that the Special Condition sought to be imposed to wit:

“Events open to the public upon payment of an admission fee or other fee or fee equivalent as determined by the City of Long Branch and which features live or recorded music in any part of the enclosed portion of the beach located in the licensed premises (“beach premises”) shall not be permitted unless the licensee shall have obtained a Special Event Permit under the City of Long Branch Special Event Ordinance. This Special Condition shall not apply to private events held by full seasonal members of the beach club in the beach premises. The licensee understands that seasonal members do not include any daily member who joins for the specific purpose of having an event which features live or recorded music. Private Event shall be defined as those events paid for by the member to who only guests of the member are admitted without fee or fee equivalent” is an appropriate Special Condition based upon the number of complaints by neighboring businesses and Police investigations, which have revealed that this Special Condition as proposed is necessary to protect the general public and welfare of the residents of the City of Long Branch.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that License No. 1325-33-027-010 owned by LB City, Inc. hereby renewed for the 2021/2022 term with the imposition of the special condition.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the licensee at address for the owner as on file with the Clerk's office and to the NJ State Division of ABC; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately; and

BE IT FURTHER RESOLVED that this Special Condition be annexed to the license issued to LB City, Inc.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-133-21**

**RESOLUTION IMPOSING SPECIAL CONDITION ON PLENARY RETAIL
CONSUMPTION LICENSE #1325-33-050-007 OWNED BY GAZZBAR CORP.
(MURPHY'S BAR) AND AUTHORIZING RENEWAL FOR THE 2021/2022 LICENSE
TERM**

WHEREAS, GAZZBAR CORP's, Trade Name Murphy's Bar ("Murphy's Bar") 2021-2022 application for renewal of liquor license has been submitted electronically to the Division of Alcoholic Beverages; and

WHEREAS, the appropriate fees have been received; and

WHEREAS, the Long Branch Police Department has indicated that the following requirements are conditions precedent to the Police Department's approval of Murphy's Bar's liquor license renewal:

1. Murphy's Bar shall update and enhance their existing video surveillance system
2. Murphy's Bar shall increase the number of Security personnel on Friday and Saturday nights to a minimum of two (2) employees, who will be on location from the hours of 11:00 pm – 3:00 am

WHEREAS, the Health Department has inspected the premises and finds them to be in satisfactory condition; and

WHEREAS, no objection to this renewal has been filed with the Clerk's office; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificate for Renewal has been issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the renewal of **PLENARY RETAIL CONSUMPTION LICENSE No. 1325-33-050-007 GAZZBAR CORP. (Murphy's Bar)** is hereby approved.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-134-21**

**RESOLUTION AUTHORIZING CONTRACTS FOR SUMMER MUSICAL
PERFORMANCES WITH LEGACY LIGHTING LLC**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the 2021 Summer Musical Performances, and

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

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

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Appropriation #1 -01-012-801, in the amount of \$6,200.

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

West End Cruise Night August 21, 2021 not to exceed \$4,700.
Jazz Blues Festival August 28, 2021 not to exceed \$1,700.

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

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

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

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL
PERFORMANCES SOUND LIGHTING LEGACY 2021**

Said contract being made as follows:

**SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS
FOR EVENTS THAT TOTAL \$6,200.00**

Said funds being available in the form of:

APPRO #1-01-012-801 \$6,200.00



Michael Martin, Chief Financial Officer

6/2/2021

Date



Legacy Lighting LLC
2400 Belmar Blvd.
Wall, NJ 07719
732-998-6664
legacylightingllc@gmail.com

ADDRESS
Danna Kawut
City of Long Branch

Quote 9993

DATE 05/13/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/21/2021	Audio Package	Audio Package for West End Cruise Night including audio labor	1	2,350.00	2,350.00
08/21/2021	Lighting Package	Lighting Package for West End Cruise Night including lighting labor	1	2,350.00	2,350.00

West End Cruise Night 8/21/2021

TOTAL \$4,700.00

Accepted By

Accepted Date



Legacy Lighting LLC
2400 Belmar Blvd.
Wall, NJ 07719
732-998-6664
legacylightingllc@gmail.com

ADDRESS
Danna Kawut
City of Long Branch

Quote 9994

DATE 05/13/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/28/2021	Audio Package	All Audio requirements including labor for Long Branch Jazz and Blues Festival	1	1,500.00	1,500.00

Jazz and Blues Festival Great Lawn 8/28/2021

TOTAL \$1,500.00

Accepted By

Accepted Date

**CITY OF LONG BRANCH
RESOLUTION R-135-21**

**RESOLUTION AUTHORIZING CONTRACTS FOR SUMMER CONCERT MUSICAL
PERFORMANCES PIER VILLAGE**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the 2021 Summer Musical Performances, 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 Programs and Events staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in Appropriation #1 -01-012-801, in the amount of \$24,050.

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

.Billy Walton Band not to exceed \$2,500.
After The Reign not to exceed \$1,600.
White Wedding Band not to exceed \$1,000.
Cube Corp not to exceed \$3,000.
Sharkskin Records not to exceed \$2,500.
Sylvestor Russo not to exceed \$1,200.
Smokin Jackets not to exceed \$2,000.
Robert J.Burger not to exceed \$3,000.
Motor City Revue not to exceed \$3,000.
Jarod Clemons not to exceed \$1,250.
Jirks Events not to exceed \$3,000.

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

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

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

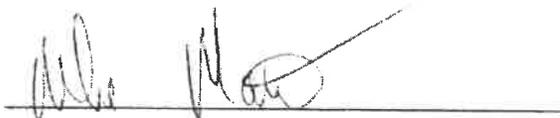
RESOLUTION AUTHORIZING CONTRACTS FOR 2021 MUSICAL PERFORMANCES SUMMER ENTERTAINMENT PROGRAMS

Said contract being made as follows:

SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS FOR EVENTS THAT TOTAL \$24,050

Said funds being available in the form of:

APPRO #1-01-012-801 \$24,050



Michael Martin, Chief Financial Officer

6/2/2021

Date



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and BILLY WALTON BAND, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village
VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740
CONTACT NAME & ADDRESS: William Paris
30 Roosevelt Way
Robbinsville, NJ 08692
CONTACT PHONE #: 201-310-3689
DATE: August 19, 2021
TIME: 7 PM to 8:30 PM
COMPENSATION: \$2,500 (Payable Day of Performance)
Check payable to:
BILLY WALTON BAND
PRODUCTION: Thursdays by the Sea
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to provision 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 hereon, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. "COVID Clause" - Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Billy Walton

By:

By:

Willie Pars / Willie

Purchaser Representative

Artist Representative (SIGN HERE)

Date:

Date: 4-27-2021



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and AFTER THE REIGN, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: John Strevens
12 Clayton Road
Howell, NJ 07731

CONTACT PHONE #: 732-598-0424

DATE: August 12, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,600 (Payable Day of Performance)
Check payable to:
AFTER THE REIGN BAND LLC

PRODUCTION: Thursdays by the Sea

Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. "**COVID Clause**" – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

AFTER THE BIGH

By:

By:

Purchaser Representative

[Signature]
Artist Representative (SIGN HERE)

Date: _____

Date: 1-19-2021



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "**PURCHASER**") and WHITE WEDDING 80S BAND, (hereinafter referred to as "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: JC Keys
White Wedding Band, LLC
88-05 Union Pike
Glendale, NY 11385

CONTACT PHONE #: 917-696-1892

DATE: August 5, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,000 (Payable Day of Performance)
Check payable to:
White Wedding Band, LLC

PRODUCTION: Thursdays by the Sea

Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. "**COVID Clause**" – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Giuseppe Cascio

By: _____

Purchaser Representative

By: _____

Artist Representative (SIGN HERE)

Date: _____

Date: 1/7/2021



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and THE NERDS, (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: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Thea Garcia
Cube Corp. Event Entertainment

CONTACT PHONE #: 908-670-2130

DATE: July 29, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to: CUBE CORP.

PRODUCTION: Thursdays by the Sea
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. "COVID Clause" – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.
6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

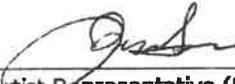
PURCHASER: The City of Long Branch

ARTIST NAME:

THE NEKDS

By:

By:


Artist Representative (SIGN HERE)

Date: _____

Date: 1-7-21



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and JOBONANNO JERSEY SHORE REVUE, (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: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Joe Bonanno
400 Commerce Road
Linden, NJ 07036

CONTACT PHONE #: 732-986-5000

DATE: July 22, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$2,500 (Payable Day of Performance)
Check payable to:
Sharkskin Records LLC.

PRODUCTION: Thursdays by the Sea

Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. **"COVID Clause"** – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

JO BOHANNON & THE GODFOLKS OF SOUL

By: _____

Purchaser Representative

By: 

Artist Representative (SIGN HERE)

Date: _____

Date: 3/10/21



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and 9 SOUTH, (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: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Sylvester Russo
11 Sherrybrooke Drive
Howell, NJ 07791

CONTACT PHONE #: 732-425-6007

DATE: July 15, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,200 (Payable Day of Performance)
Check payable to:
Sylvester Russo

PRODUCTION: Thursdays by the Sea
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed Independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. **"COVID Clause"** – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

By: _____


Purchaser Representative

By: _____

Artist Representative (SIGN HERE)

Date: 3/5/21

Date: _____

Sylvester Russo
for 9 Sons



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and THE SMOKIN' JACKETS, (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: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Tommy Jannarone
522 Bridlemere Avenue
Interlaken, NJ 07712

CONTACT PHONE #: 732-513-6433

DATE: July 8, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$2,000 (Payable Day of Performance)
Check payable to: SMOKIN JACKETS, LLC

PRODUCTION: Thursdays by the Sea

Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. **"COVID Clause"** – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

The Smoking Jackets

By: _____

By: _____

Purchaser Representative

Artist Representative (SIGN HERE)

Date: _____

Date: 2/5/21



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and BOB BURGER & HIS EVER CHANGING BAND, (hereinafter referred to as "ARTIST"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Bob Burger
67 Surrey Lane
Eatontown, NJ 07724

CONTACT PHONE #: 732-768-4092

DATE: July 1, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to: ROBERT J. BURGER

PRODUCTION: Thursdays by the Sea

Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. "COVID Clause" – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

BOB BURGER

By: _____

Purchaser Representative

By: [Signature]

Artist Representative (SIGN HERE)

Date: _____

Date: 1/6/21



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and MOTOR CITY REVUE, (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: ~~Pier Village~~ WEST END PARK

VENUE ADDRESS: ~~Ocean Avenue, Long Branch, NJ 07740~~ BRIGHTON AVENUE

CONTACT NAME & ADDRESS: Layonne Holmes
802 Cliftwood Avenue
Keyport, NJ 07735

CONTACT PHONE #: 908-433-4931

DATE: ~~June 24, 2021~~ AUGUST 21, 2021

TIME: ~~7 PM to 8:30 PM~~ 6-9 PM (2-75 minute set w/ 30min break)

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to:
Motor City Revue

PRODUCTION: ~~Thursdays by the Sea~~ WEST END CRUISE NIGHT
CITY Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. "COVID Clause" - Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

Motor City Revue

By:

Purchaser Representative

By: *Saynae Holmes*

Artist Representative (SIGN HERE)

Date:

Date: Jan. 12, 2021



**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and JAROD CLEMONS & THE LATE NIGHTS, (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: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Darlene DeLano
90 NE 21st Court
Wilton Manors, FL 33305

CONTACT PHONE #: 954-561-0099

DATE: August 26, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$1,250 (Payable Day of Performance)
Check payable to:
JAROD CLEMONS

PRODUCTION: Thursdays by the Sea
Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. **"COVID Clause"** – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

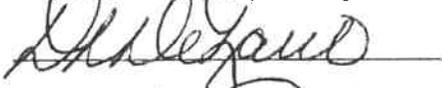
9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

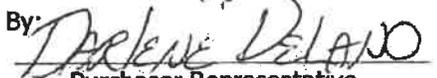
IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

ARTIST NAME:

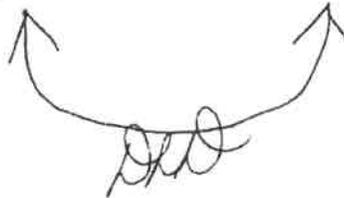


By: 
Purchaser Representative

By: _____
Artist Representative (SIGN HERE)

Date: 2/22/21

Date: _____





**THE CITY OF LONG BRANCH
ENTERTAINMENT AGREEMENT**

Agreement made this January 5, 2021, between The City of Long Branch, (hereinafter referred to as "PURCHASER") and BRIAN KIRK & THE JIRKS, (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: Pier Village

VENUE ADDRESS: Ocean Avenue, Long Branch, NJ 07740

CONTACT NAME & ADDRESS: Elizabeth Kirk
108 Shrewsbury Avenue
Red Bank, NJ 07701

CONTACT PHONE #: 732-693-9922

DATE: September 2, 2021

TIME: 7 PM to 8:30 PM

COMPENSATION: \$3,000 (Payable Day of Performance)
Check payable to:
JIRKS EVENTS

PRODUCTION: Thursdays by the Sea

Band will provide sound.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.
2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.
3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.
4. **"COVID Clause"** – Purchaser can cancel up to two weeks of the event with no financial obligation.
5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The City of Long Branch reserves the right to void any band contract should a band break up or have serious personnel changes (lead singer, etc.).

7. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

9. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agent(s) or other representative(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

AGREED TO AND ACCEPTED:

PURCHASER: The City of Long Branch

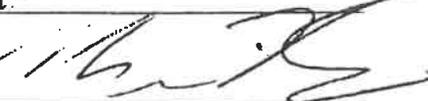
By:

Purchaser Representative

Date: _____

ARTIST NAME:

BR Brian Kirk + the Jirks

By: 

Artist Representative (SIGN HERE)

Date: _____

1.11.21

**CITY OF LONG BRANCH
RESOLUTION R-136-21**

RESOLUTION TO REFUND OVERPAYMENT OF PROPERTY 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 taxes for the years indicated; 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 taxes for the years indicated and interest accordingly in the amount of \$14,847.89.

BLOCK	LOT	OWNER	YEAR	AMOUNT
429.01	1.305	Vasireddi, Srinivas 12 Lafayette Way Cranbury, NJ 08512	2021	2,057.09
302	10.01	Shabot, David & Michelle 34 Seaview Avenue Long Branch, NJ 07740	2021	6,224.54
108	1	Riverside Abstract LLC Account of: Margery Weiner 212 Second Street, Suite 502 Lakewood, NJ 08701	2021	4,263.60
277	10	CoreLogic Refunds Dept. Account of: Perez, Hector & Leovigilda PO Box 9202 Coppell, TX 75019	2021	1,323.82
355	8	Carbe, Vincent & Mary Ann 623 McClellan Street Long Branch, NJ 07740	2021	978.84

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

ITEM BELOW WILL BE AVAILABLE MONDAY

RESOLUTION R-137-21 111 PARK AVENUE AGREEMENT

ITEM BELOW WILL BE AVAILABLE MONDAY

RESOLUTION R-138-21 RIPARIAN ZONE MITIGATION PLAN AGREEMENT

**CITY OF LONG BRANCH
RESOLUTION R-139-21**

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: 69 Brighton LLC
BLOCK: 127
LOT: 7

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

WHEREAS the application has been withdrawn; and

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

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow E-14-501-499 \$6,743.84

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$6,743.84 plus additional accrued interest if applicable, to

69 Brighton LLC
Brian Keith Fields
29 Mindy Lane
Eatontown, NJ 07724

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

State of New Jersey
County of Monmouth
City of Long Branch

I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**CITY OF LONG BRANCH
RESOLUTION R-140-21**

**RESOLUTION GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH
THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND
CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF
THE CIVIL RIGHTS ACT OF 1964"**

WHEREAS, NJSA 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended 42 U.S. C. 2000 et seq., (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c. 183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and required affidavit to show evidence of said compliance.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch
I, Heather Capone, City Clerk of the City of Long Branch, do hereby certify the foregoing to be a true, complete and correct copy of a resolution adopted by the City Council at a Regular Meeting held on June 9, 2021.

City Clerk

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE
WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in
Employment Decisions Under Title VII of the Civil Rights Act of 1964"**

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STATE OF NEW JERSEY
COUNTY OF *(Monmouth)*

We, members of the governing body of the City of Long Branch being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the City Council of the City of Long Branch in the county of Monmouth;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this _____ day of _____
Notary Public of New Jersey

Heather Capone, RMC, City Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

EEOC Enforcement Guidance

Number
915.002
Date
4/25/2012

1. **SUBJECT:** Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e *et seq.*
2. **PURPOSE:** The purpose of this Enforcement Guidance is to consolidate and update the U.S. Equal Employment Opportunity Commission's guidance documents regarding the use of arrest or conviction records in employment decisions under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*
3. **EFFECTIVE DATE:** Upon receipt.
4. **EXPIRATION DATE:** This Notice will remain in effect until rescinded or superseded.
5. **ORIGINATOR:** Office of Legal Counsel.

**Consideration of Arrest and Conviction Records in Employment Decisions Under
Title VII of the Civil Rights Act of 1964**

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I. Summary

- An employer's use of an individual's criminal history in making employment decisions may, in some instances, violate the prohibition against employment discrimination under Title VII of the Civil Rights Act of 1964, as amended.
- The Guidance builds on longstanding court decisions and existing guidance documents that the U.S. Equal Employment Opportunity Commission (Commission or EEOC) issued over twenty years ago.
- The Guidance focuses on employment discrimination based on race and national origin. The Introduction provides information about criminal records, employer practices, and Title VII.
- The Guidance discusses the differences between arrest and conviction records.
 - The fact of an arrest does not establish that criminal conduct has occurred, and an exclusion based on an arrest, in itself, is not job related and consistent with business necessity. However, an employer may make an employment decision based on the conduct underlying an arrest if the conduct makes the individual unfit for the position in question.
 - In contrast, a conviction record will usually serve as sufficient evidence that a person engaged in particular conduct. In certain circumstances, however, there may be reasons for an employer not to rely on the conviction record alone when making an employment decision.
- The Guidance discusses disparate treatment and disparate impact analysis under Title VII.
 - A violation may occur when an employer treats criminal history information differently for different applicants or employees, based on their race or national origin (disparate treatment liability).
 - An employer's neutral policy (e.g., excluding applicants from employment based on certain criminal conduct) may disproportionately impact some individuals protected under Title VII, and may violate the law if not job related and consistent with business necessity (disparate impact liability).
 - National data supports a finding that criminal record exclusions have a disparate impact based on race and national origin. The national data provides a basis for the Commission to investigate Title VII disparate impact charges challenging criminal record exclusions.

- Two circumstances in which the Commission believes employers will consistently meet the “job related and consistent with business necessity” defense are as follows:
 - The employer validates the criminal conduct exclusion for the position in question in light of the Uniform Guidelines on Employee Selection Procedures (if there is data or analysis about criminal conduct as related to subsequent work performance or behaviors); or
 - The employer develops a targeted screen considering at least the nature of the crime, the time elapsed, and the nature of the job (the three factors identified by the court in *Green v. Missouri Pacific Railroad*, 549 F.2d 1158 (8th Cir. 1977)). The employer’s policy then provides an opportunity for an individualized assessment for those people identified by the screen, to determine if the policy as applied is job related and consistent with business necessity. (Although Title VII does not require individualized assessment in all circumstances, the use of a screen that does not include individualized assessment is more likely to violate Title VII.).
- Compliance with other federal laws and/or regulations that conflict with Title VII is a defense to a charge of discrimination under Title VII.
- State and local laws or regulations are preempted by Title VII if they “purport[] to require or permit the doing of any act which would be an unlawful employment practice” under Title VII. 42 U.S.C. § 2000e-7.
- The Guidance concludes with best practices for employers.

II. Introduction

The EEOC enforces Title VII of the Civil Rights Act of 1964 (Title VII) which prohibits employment discrimination based on race, color, religion, sex, or national origin.¹ This Enforcement Guidance is issued as part of the Commission's efforts to eliminate unlawful discrimination in employment screening, for hiring or retention, by entities covered by Title VII, including private employers as well as federal, state, and local governments.²

In the last twenty years, there has been a significant increase in the number of Americans who have had contact³ with the criminal justice system⁴ and, concomitantly, a major increase in the number of people with criminal records in the working-age population.⁵ In 1991, only 1.8% of the adult population had served time in prison.⁶ After ten years, in 2001, the percentage rose to 2.7% (1 in 37 adults).⁷ By the end of 2007, 3.2% of all adults in the United States (1 in every 31) were under some form of correctional control involving probation, parole, prison, or jail.⁸ The Department of Justice's Bureau of Justice Statistics (DOJ/BJS) has concluded that, if incarceration rates do not decrease, approximately 6.6% of all persons born in the United States in 2001 will serve time in state or federal prison during their lifetimes.⁹

Arrest and incarceration rates are particularly high for African American and Hispanic men.¹⁰ African Americans and Hispanics¹¹ are arrested at a rate that is 2 to 3 times their proportion of the general population.¹² Assuming that current incarceration rates remain unchanged, about 1 in 17 White men are expected to serve time in prison during their lifetime;¹³ by contrast, this rate climbs to 1 in 6 for Hispanic men; and to 1 in 3 for African American men.¹⁴

The Commission, which has enforced Title VII since it became effective in 1965, has well-established guidance applying Title VII principles to employers' use of criminal records to screen for employment.¹⁵ This Enforcement Guidance builds on longstanding court decisions and policy documents that were issued over twenty years ago. In light of employers' increased access to criminal history information, case law analyzing Title VII requirements for criminal record exclusions, and other developments,¹⁶ the Commission has decided to update and consolidate in this document all of its prior policy statements about Title VII and the use of criminal records in employment decisions. Thus, this Enforcement Guidance will supersede the Commission's previous policy statements on this issue.

The Commission intends this document for use by employers considering the use of criminal records in their selection and retention processes; by individuals who suspect that they have been denied jobs or promotions, or have been discharged because of their criminal records; and by EEOC staff who are investigating discrimination charges involving the use of criminal records in employment decisions.

III. Background

The contextual framework for the Title VII analysis in this Enforcement Guidance includes how criminal record information is collected and recorded, why employers use criminal records, and the EEOC's interest in such criminal record screening.

A. Criminal History Records

Criminal history information can be obtained from a wide variety of sources including, but not limited to, the following:

- Court Records. Courthouses maintain records relating to criminal charges and convictions, including arraignments, trials, pleas, and other dispositions.¹⁷ Searching county courthouse records typically provides the most complete criminal history.¹⁸ Many county courthouse records must be retrieved on-site,¹⁹ but some courthouses offer their records online.²⁰ Information about federal crimes such as interstate drug trafficking, financial fraud, bank robbery, and crimes against the government may be found online in federal court records by searching the federal courts' Public Access to Court Electronic Records or Case Management/Electronic Case Files.²¹
- Law Enforcement and Corrections Agency Records. Law enforcement agencies such as state police agencies and corrections agencies may allow the public to access their records, including records of complaints, investigations, arrests, indictments, and periods of incarceration, probation, and parole.²² Each agency may differ with respect to how and where the records may be searched, and whether they are indexed.²³
- Registries or Watch Lists. Some government entities maintain publicly available lists of individuals who have been convicted of, or are suspected of having committed, a certain type of crime. Examples of such lists include state and federal sex offender registries and lists of individuals with outstanding warrants.²⁴
- State Criminal Record Repositories. Most states maintain their own centralized repositories of criminal records, which include records that are submitted by most or all of their criminal justice agencies, including their county courthouses.²⁵ States differ with respect to the types of records included in the repository,²⁶ the completeness of the records,²⁷ the frequency with which they are updated,²⁸ and whether they permit the public to search the records by name, by fingerprint, or both.²⁹ Some states permit employers (or third-parties acting on their behalf) to access these records, often for a fee.³⁰ Others limit access to certain types of records,³¹ and still others deny access altogether.³²
- The Interstate Identification Index (III). The Federal Bureau of Investigation (FBI) maintains the most comprehensive collection of criminal records in the nation, called the "Interstate Identification Index" (III). The III database compiles

records from each of the state repositories, as well as records from federal and international criminal justice agencies.³³

The FBI's III database may be accessed for employment purposes by:

- the federal government;³⁴
- employers in certain industries that are regulated by the federal government, such as “the banking, nursing home, securities, nuclear energy, and private security guard industries; as well as required security screenings by federal agencies of airport workers, HAZMAT truck drivers and other transportation workers”;³⁵ and
- employers in certain industries “that the state has sought to regulate, such as persons employed as civil servants, day care, school, or nursing home workers, taxi drivers, private security guards, or members of regulated professions.”³⁶

Recent studies have found that a significant number of state and federal criminal record databases include incomplete criminal records.

- A 2011 study by the DOJ/BJS reported that, as of 2010, many state criminal history record repositories still had not recorded the final dispositions for a significant number of arrests.³⁷
- A 2006 study by the DOJ/BJS found that only 50% of arrest records in the FBI's III database were associated with a final disposition.³⁸

Additionally, reports have documented that criminal records may be inaccurate.

- One report found that even if public access to criminal records has been restricted by a court order to seal and/or expunge such records, this does not guarantee that private companies also will purge the information from their systems or that the event will be erased from media archives.³⁹
- Another report found that criminal background checks may produce inaccurate results because criminal records may lack “unique” information or because of “misspellings, clerical errors or intentionally inaccurate identification information provided by search subjects who wish to avoid discovery of their prior criminal activities.”⁴⁰

Employers performing background checks to screen applicants or employees may attempt to search these governmental sources themselves or conduct a simple Internet search, but they often rely on third-party background screening businesses.⁴¹ Businesses that sell criminal history information to employers are “consumer reporting agencies” (CRAs)⁴² if they provide the information in “consumer reports”⁴³ under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (FCRA). Under FCRA, a CRA generally may not report records of arrests that did not result in entry of a judgment of conviction, where the arrests occurred more than seven years ago.⁴⁴

However, they may report convictions indefinitely.⁴⁵

CRA's often maintain their own proprietary databases that compile information from various sources, such as those described above, depending on the extent to which the business has purchased or otherwise obtained access to data.⁴⁶ Such databases vary with respect to the geographic area covered, the type of information included (e.g., information about arrests, convictions, prison terms, or specialized information for a subset of employers such as information about workplace theft or shoplifting cases for retail employers⁴⁷), the sources of information used (e.g., county databases, law enforcement agency records, sex offender registries), and the frequency with which they are updated. They also may be missing certain types of disposition information, such as updated convictions, sealing or expungement orders, or orders for entry into a diversion program.⁴⁸

B. Employers' Use of Criminal History Information

In one survey, a total of 92% of responding employers stated that they subjected all or some of their job candidates to criminal background checks.⁴⁹ Employers have reported that their use of criminal history information is related to ongoing efforts to combat theft and fraud,⁵⁰ as well as heightened concerns about workplace violence⁵¹ and potential liability for negligent hiring.⁵² Employers also cite federal laws as well as state and local laws⁵³ as reasons for using criminal background checks.

C. The EEOC's Interest in Employers' Use of Criminal Records in Employment Screening

The EEOC enforces Title VII, which prohibits employment discrimination based on race, color, religion, sex, or national origin. Having a criminal record is not listed as a protected basis in Title VII. Therefore, whether a covered employer's reliance on a criminal record to deny employment violates Title VII depends on whether it is part of a claim of employment discrimination based on race, color, religion, sex, or national origin. Title VII liability for employment discrimination is determined using two analytic frameworks: "disparate treatment" and "disparate impact." Disparate treatment is discussed in Section IV and disparate impact is discussed in Section V.

IV. Disparate Treatment Discrimination and Criminal Records

A covered employer is liable for violating Title VII when the plaintiff demonstrates that it treated him differently because of his race, national origin, or another protected basis.⁵⁴ For example, there is Title VII disparate treatment liability where the evidence shows that a covered employer rejected an African American applicant based on his criminal record but hired a similarly situated White applicant with a comparable criminal record.⁵⁵

Example 1: Disparate Treatment Based on Race. John, who is White, and Robert, who is African American, are both recent graduates of State University. They have similar educational backgrounds, skills, and work experience. They each pled guilty to charges of possessing and

distributing marijuana as high school students, and neither of them had any subsequent contact with the criminal justice system.

After college, they both apply for employment with Office Jobs, Inc., which, after short intake interviews, obtains their consent to conduct a background check. Based on the outcome of the background check, which reveals their drug convictions, an Office Jobs, Inc., representative decides not to refer Robert for a follow-up interview. The representative remarked to a co-worker that Office Jobs, Inc., cannot afford to refer “these drug dealer types” to client companies. However, the same representative refers John for an interview, asserting that John’s youth at the time of the conviction and his subsequent lack of contact with the criminal justice system make the conviction unimportant. Office Jobs, Inc., has treated John and Robert differently based on race, in violation of Title VII.

Title VII prohibits “not only decisions driven by racial [or ethnic] animosity, but also decisions infected by stereotyped thinking”⁵⁶ Thus, an employer’s decision to reject a job applicant based on racial or ethnic stereotypes about criminality—rather than qualifications and suitability for the position—is unlawful disparate treatment that violates Title VII.⁵⁷

Example 2: Disparate Treatment Based on National Origin. Tad, who is White, and Nelson, who is Latino, are both recent high school graduates with grade point averages above 4.0 and college plans. While Nelson has successfully worked full-time for a landscaping company during the summers, Tad only held occasional lawn-mowing and camp-counselor jobs. In an interview for a research job with Meaningful and Paid Internships, Inc. (MPII), Tad discloses that he pled guilty to a felony at age 16 for accessing his school’s computer system over the course of several months without authorization and changing his classmates’ grades. Nelson, in an interview with MPII, emphasizes his successful prior work experience, from which he has good references, but also discloses that, at age 16, he pled guilty to breaking and entering into his high school as part of a class prank that caused little damage to school property. Neither Tad nor Nelson had subsequent contact with the criminal justice system.

The hiring manager at MPII invites Tad for a second interview, despite his record of criminal conduct. However, the same hiring manager sends Nelson a rejection notice, saying to a colleague that Nelson is only qualified to do manual labor and, moreover, that he has a criminal record. In light of the evidence showing that Nelson’s and Tad’s educational backgrounds are similar, that Nelson’s work experience is more extensive, and that Tad’s criminal conduct is more indicative of untrustworthiness, MPII has failed to state a legitimate, nondiscriminatory reason for rejecting Nelson. If Nelson filed a Title VII charge alleging disparate treatment based on national origin and the EEOC’s investigation

confirmed these facts, the EEOC would find reasonable cause to believe that discrimination occurred.

There are several kinds of evidence that may be used to establish that race, national origin, or other protected characteristics motivated an employer's use of criminal records in a selection decision, including, but not limited to:

- Biased statements. Comments by the employer or decisionmaker that are derogatory with respect to the charging party's protected group, or that express group-related stereotypes about criminality, might be evidence that such biases affected the evaluation of the applicant's or employee's criminal record.
- Inconsistencies in the hiring process. Evidence that the employer requested criminal history information more often for individuals with certain racial or ethnic backgrounds, or gave Whites but not racial minorities the opportunity to explain their criminal history, would support a showing of disparate treatment.
- Similarly situated comparators (individuals who are similar to the charging party in relevant respects, except for membership in the protected group). Comparators may include people in similar positions, former employees, and people chosen for a position over the charging party. The fact that a charging party was treated differently than individuals who are not in the charging party's protected group by, for example, being subjected to more or different criminal background checks or to different standards for evaluating criminal history, would be evidence of disparate treatment.
- Employment testing. Matched-pair testing may reveal that candidates are being treated differently because of a protected status.⁵⁸
- Statistical evidence. Statistical analysis derived from an examination of the employer's applicant data, workforce data, and/or third party criminal background history data may help to determine if the employer counts criminal history information more heavily against members of a protected group.

V. Disparate Impact Discrimination and Criminal Records

A covered employer is liable for violating Title VII when the plaintiff demonstrates that the employer's neutral policy or practice has the effect of disproportionately screening out a Title VII-protected group and the employer fails to demonstrate that the policy or practice is job related for the position in question and consistent with business necessity.⁵⁹

In its 1971 *Griggs v. Duke Power Company* decision, the Supreme Court first recognized that Title VII permits disparate impact claims.⁶⁰ The *Griggs* Court explained that "[Title VII] proscribes . . . practices that are fair in form, but discriminatory in operation. The touchstone is business necessity. If an employment practice which operates to exclude [African Americans] cannot be shown to be related to job performance, the practice is prohibited."⁶¹ In 1991,

Congress amended Title VII to codify this analysis of discrimination and its burdens of proof.⁶² Title VII, as amended, states:

An unlawful employment practice based on disparate impact is established . . . if a complaining party demonstrates that an employer uses a particular employment practice that causes a disparate impact on the basis of race, color, religion, sex, or national origin and the respondent fails to demonstrate that the challenged practice is job related for the position in question and consistent with business necessity. . . .⁶³

With respect to criminal records, there is Title VII disparate impact liability where the evidence shows that a covered employer's criminal record screening policy or practice disproportionately screens out a Title VII-protected group and the employer does not demonstrate that the policy or practice is job related for the positions in question and consistent with business necessity.

A. Determining Disparate Impact of Policies or Practices that Screen Individuals Based on Records of Criminal Conduct

1. Identifying the Policy or Practice

The first step in disparate impact analysis is to identify the particular policy or practice that causes the unlawful disparate impact. For criminal conduct exclusions, relevant information includes the text of the policy or practice, associated documentation, and information about how the policy or practice was actually implemented. More specifically, such information also includes which offenses or classes of offenses were reported to the employer (e.g., all felonies, all drug offenses); whether convictions (including sealed and/or expunged convictions), arrests, charges, or other criminal incidents were reported; how far back in time the reports reached (e.g., the last five, ten, or twenty years); and the jobs for which the criminal background screening was conducted.⁶⁴ Training or guidance documents used by the employer also are relevant, because they may specify which types of criminal history information to gather for particular jobs, how to gather the data, and how to evaluate the information after it is obtained.

2. Determining Disparate Impact

Nationally, African Americans and Hispanics are arrested in numbers disproportionate to their representation in the general population. In 2010, 28% of all arrests were of African Americans,⁶⁵ even though African Americans only comprised approximately 14% of the general population.⁶⁶ In 2008, Hispanics were arrested for federal drug charges at a rate of approximately three times their proportion of the general population.⁶⁷ Moreover, African Americans and Hispanics were more likely than Whites to be arrested, convicted, or sentenced for drug offenses even though their rate of drug use is similar to the rate of drug use for Whites.⁶⁸

African Americans and Hispanics also are incarcerated at rates disproportionate to their numbers in the general population. Based on national incarceration data, the U.S. Department of Justice estimated in 2001 that 1 out of every 17 White men (5.9% of the White men in the U.S.)

is expected to go to prison at some point during his lifetime, assuming that current incarceration rates remain unchanged.⁶⁹ This rate climbs to 1 in 6 (or 17.2%) for Hispanic men.⁷⁰ For African American men, the rate of expected incarceration rises to 1 in 3 (or 32.2%).⁷¹ Based on a state-by-state examination of incarceration rates in 2005, African Americans were incarcerated at a rate 5.6 times higher than Whites,⁷² and 7 states had a Black-to-White ratio of incarceration that was 10 to 1.⁷³ In 2010, Black men had an imprisonment rate that was nearly 7 times higher than White men and almost 3 times higher than Hispanic men.⁷⁴

National data, such as that cited above, supports a finding that criminal record exclusions have a disparate impact based on race and national origin. The national data provides a basis for the Commission to further investigate such Title VII disparate impact charges. During an EEOC investigation, the employer also has an opportunity to show, with relevant evidence, that its employment policy or practice does not cause a disparate impact on the protected group(s). For example, an employer may present regional or local data showing that African American and/or Hispanic men are not arrested or convicted at disproportionately higher rates in the employer's particular geographic area. An employer also may use its own applicant data to demonstrate that its policy or practice did not cause a disparate impact. The Commission will assess relevant evidence when making a determination of disparate impact, including applicant flow information maintained pursuant to the Uniform Guidelines on Employee Selection Procedures,⁷⁵ workforce data, criminal history background check data, demographic availability statistics, incarceration/conviction data, and/or relevant labor market statistics.⁷⁶

An employer's evidence of a racially balanced workforce will not be enough to disprove disparate impact. In *Connecticut v. Teal*, the Supreme Court held that a "bottom line" racial balance in the workforce does not preclude employees from establishing a prima facie case of disparate impact; nor does it provide employers with a defense.⁷⁷ The issue is whether the policy or practice deprives a disproportionate number of Title VII-protected individuals of employment opportunities.⁷⁸

Finally, in determining disparate impact, the Commission will assess the probative value of an employer's applicant data. As the Supreme Court stated in *Dothard v. Rawlinson*, an employer's "application process might itself not adequately reflect the actual potential applicant pool since otherwise qualified people might be discouraged from applying" because of an alleged discriminatory policy or practice.⁷⁹ Therefore, the Commission will closely consider whether an employer has a reputation in the community for excluding individuals with criminal records. Relevant evidence may come from ex-offender employment programs, individual testimony, employer statements, evidence of employer recruitment practices, or publicly posted notices, among other sources.⁸⁰ The Commission will determine the persuasiveness of such evidence on a case-by-case basis.

B. Job Related For the Position in Question and Consistent with Business Necessity

1. Generally

After the plaintiff in litigation establishes disparate impact, Title VII shifts the burdens of

production and persuasion to the employer to “demonstrate that the challenged practice is job related for the position in question and consistent with business necessity.”⁸¹ In the legislative history of the 1991 Civil Rights Act, Congress referred to *Griggs* and its progeny such as *Albemarle Paper Company v. Moody*⁸² and *Dothard*⁸³ to explain how this standard should be construed.⁸⁴ The *Griggs* Court stated that the employer’s burden was to show that the policy or practice is one that “bear[s] a demonstrable relationship to successful performance of the jobs for which it was used” and “measures the person for the job and not the person in the abstract.”⁸⁵ In both *Albemarle*⁸⁶ and *Dothard*,⁸⁷ the Court emphasized the factual nature of the business necessity inquiry. The Court further stated in *Dothard* that the terms of the exclusionary policy must “be shown to be necessary to safe and efficient job performance.”⁸⁸

In a case involving a criminal record exclusion, the Eighth Circuit in its 1975 *Green v. Missouri Pacific Railroad* decision, held that it was discriminatory under Title VII for an employer to “follow[] the policy of disqualifying for employment any applicant with a conviction for any crime other than a minor traffic offense.”⁸⁹ The Eighth Circuit identified three factors (the “*Green* factors”) that were relevant to assessing whether an exclusion is job related for the position in question and consistent with business necessity:

- The nature and gravity of the offense or conduct;⁹⁰
- The time that has passed since the offense or conduct and/or completion of the sentence;⁹¹ and
- The nature of the job held or sought.⁹²

In 2007, the Third Circuit in *El v. Southeastern Pennsylvania Transportation Authority*⁹³ developed the statutory analysis in greater depth. Douglas El challenged SEPTA’s policy of excluding everyone ever convicted of a violent crime from the job of paratransit driver.⁹⁴ El, a 55 year-old African American paratransit driver-trainee, was terminated from employment when SEPTA learned of his conviction for second-degree murder 40 years earlier; the conviction involved a gang fight when he was 15 years old and was his only disqualifying offense under SEPTA’s policy.⁹⁵ The Third Circuit expressed “reservations” about a policy such as SEPTA’s (exclusion for all violent crimes, no matter how long ago they were committed) “in the abstract.”⁹⁶

Applying Supreme Court precedent, the *El* court observed that some level of risk is inevitable in all hiring, and that, “[i]n a broad sense, hiring policies . . . ultimately concern the management of risk.”⁹⁷ Recognizing that assessing such risk is at the heart of criminal record exclusions, the Third Circuit concluded that Title VII requires employers to justify criminal record exclusions by demonstrating that they “accurately distinguish between applicants [who] pose an unacceptable level of risk and those [who] do not.”⁹⁸

The Third Circuit affirmed summary judgment for SEPTA, but stated that the outcome of the case might have been different if Mr. El had, “for example, hired an expert who testified that there is a time at which a former criminal is no longer any more likely to recidivate than the average person, . . . [so] there would be a factual question for the jury to resolve.”⁹⁹ The Third Circuit reasoned, however, that the recidivism evidence presented by SEPTA’s experts, in

conjunction with the nature of the position at issue—paratransit driver-trainee with unsupervised access to vulnerable adults—required the employer to exercise the utmost care.¹⁰⁰

In the subsections below, the Commission discusses considerations that are relevant to assessing whether criminal record exclusion policies or practices are job related and consistent with business necessity. First, we emphasize that arrests and convictions are treated differently.

2. Arrests

The fact of an arrest does not establish that criminal conduct has occurred.¹⁰¹ Arrests are not proof of criminal conduct. Many arrests do not result in criminal charges, or the charges are dismissed.¹⁰² Even if an individual is charged and subsequently prosecuted, he is presumed innocent unless proven guilty.¹⁰³

An arrest, however, may in some circumstances trigger an inquiry into whether the conduct underlying the arrest justifies an adverse employment action. Title VII calls for a fact-based analysis to determine if an exclusionary policy or practice is job related and consistent with business necessity. Therefore, an exclusion based on an arrest, in itself, is not job related and consistent with business necessity.

Another reason for employers not to rely on arrest records is that they may not report the final disposition of the arrest (e.g., not prosecuted, convicted, or acquitted). As documented in Section III.A., *supra*, the DOJ/BJIS reported that many arrest records in the FBI's III database and state criminal record repositories are not associated with final dispositions.¹⁰⁴ Arrest records also may include inaccuracies or may continue to be reported even if expunged or sealed.¹⁰⁵

Example 3: Arrest Record Is Not Grounds for Exclusion. Mervin and Karen, a middle-aged African American couple, are driving to church in a predominantly white town. An officer stops them and interrogates them about their destination. When Mervin becomes annoyed and comments that his offense is simply “driving while Black,” the officer arrests him for disorderly conduct. The prosecutor decides not to file charges against Mervin, but the arrest remains in the police department’s database and is reported in a background check when Mervin applies with his employer of fifteen years for a promotion to an executive position. The employer’s practice is to deny such promotions to individuals with arrest records, even without a conviction, because it views an arrest record as an indicator of untrustworthiness and irresponsibility. If Mervin filed a Title VII charge based on these facts, and disparate impact based on race were established, the EEOC would find reasonable cause to believe that his employer violated Title VII.

Although an arrest record standing alone may not be used to deny an employment opportunity, an employer may make an employment decision based on the conduct underlying the arrest if the conduct makes the individual unfit for the position in question. The conduct, not the arrest, is relevant for employment purposes.

Example 4: Employer's Inquiry into Conduct Underlying Arrest. Andrew, a Latino man, worked as an assistant principal in Elementary School for several years. After several ten and eleven-year-old girls attending the school accused him of touching them inappropriately on the chest, Andrew was arrested and charged with several counts of endangering the welfare of children and sexual abuse. Elementary School has a policy that requires suspension or termination of any employee who the school believes engaged in conduct that impacts the health or safety of the students. After learning of the accusations, the school immediately places Andrew on unpaid administrative leave pending an investigation. In the course of its investigation, the school provides Andrew a chance to explain the events and circumstances that led to his arrest. Andrew denies the allegations, saying that he may have brushed up against the girls in the crowded hallways or lunchroom, but that he doesn't really remember the incidents and does not have regular contact with any of the girls. The school also talks with the girls, and several of them recount touching in crowded situations. The school does not find Andrew's explanation credible. Based on Andrew's conduct, the school terminates his employment pursuant to its policy.

Andrew challenges the policy as discriminatory under Title VII. He asserts that it has a disparate impact based on national origin and that his employer may not suspend or terminate him based solely on an arrest without a conviction because he is innocent until proven guilty. After confirming that an arrest policy would have a disparate impact based on national origin, the EEOC concludes that no discrimination occurred. The school's policy is linked to conduct that is relevant to the particular jobs at issue, and the exclusion is made based on descriptions of the underlying conduct, not the fact of the arrest. The Commission finds no reasonable cause to believe Title VII was violated.

3. Convictions

By contrast, a record of a conviction will usually serve as sufficient evidence that a person engaged in particular conduct, given the procedural safeguards associated with trials and guilty pleas.¹⁰⁶ However, there may be evidence of an error in the record, an outdated record, or another reason for not relying on the evidence of a conviction. For example, a database may continue to report a conviction that was later expunged, or may continue to report as a felony an offense that was subsequently downgraded to a misdemeanor.¹⁰⁷

Some states require employers to wait until late in the selection process to ask about convictions.¹⁰⁸ The policy rationale is that an employer is more likely to objectively assess the relevance of an applicant's conviction if it becomes known when the employer is already knowledgeable about the applicant's qualifications and experience.¹⁰⁹ As a best practice, and consistent with applicable laws,¹¹⁰ the Commission recommends that employers not ask about

convictions on job applications and that, if and when they make such inquiries, the inquiries be limited to convictions for which exclusion would be job related for the position in question and consistent with business necessity.

4. Determining Whether a Criminal Conduct Exclusion Is Job Related and Consistent with Business Necessity

To establish that a criminal conduct exclusion that has a disparate impact is job related and consistent with business necessity under Title VII, the employer needs to show that the policy operates to effectively link specific criminal conduct, and its dangers, with the risks inherent in the duties of a particular position.

Two circumstances in which the Commission believes employers will consistently meet the “job related and consistent with business necessity” defense are as follows:

- The employer validates the criminal conduct screen for the position in question per the Uniform Guidelines on Employee Selection Procedures (Uniform Guidelines) standards (if data about criminal conduct as related to subsequent work performance is available and such validation is possible);¹¹¹ or
- The employer develops a targeted screen considering at least the nature of the crime, the time elapsed, and the nature of the job (the three *Green* factors), and then provides an opportunity for an individualized assessment for people excluded by the screen to determine whether the policy as applied is job related and consistent with business necessity.

The individualized assessment would consist of notice to the individual that he has been screened out because of a criminal conviction; an opportunity for the individual to demonstrate that the exclusion should not be applied due to his particular circumstances; and consideration by the employer as to whether the additional information provided by the individual warrants an exception to the exclusion and shows that the policy as applied is not job related and consistent with business necessity. See Section V.B.9, *infra* (examples of relevant considerations in individualized assessments).

Depending on the facts and circumstances, an employer may be able to justify a targeted criminal records screen solely under the *Green* factors. Such a screen would need to be narrowly tailored to identify criminal conduct with a demonstrably tight nexus to the position in question. Title VII thus does not necessarily require individualized assessment in all circumstances. However, the use of individualized assessments can help employers avoid Title VII liability by allowing them to consider more complete information on individual applicants or employees, as part of a policy that is job related and consistent with business necessity.

5. Validation

The Uniform Guidelines describe three different approaches to validating employment screens.¹¹² However, they recognize that “[t]here are circumstances in which a user cannot or

need not utilize” formal validation techniques and that in such circumstances an employer “should utilize selection procedures which are as job related as possible and which will minimize or eliminate adverse impact as set forth [in the following subsections].”¹¹³ Although there may be social science studies that assess whether convictions are linked to future behaviors, traits, or conduct with workplace ramifications,¹¹⁴ and thereby provide a framework for validating some employment exclusions, such studies are rare at the time of this drafting.

6. Detailed Discussion of the *Green* Factors and Criminal Conduct Screens

Absent a validation study that meets the Uniform Guidelines’ standards, the *Green* factors provide the starting point for analyzing how specific criminal conduct may be linked to particular positions. The three *Green* factors are:

- The nature and gravity of the offense or conduct;
- The time that has passed since the offense, conduct and/or completion of the sentence; and
- The nature of the job held or sought.

a. The Nature and Gravity of the Offense or Conduct

Careful consideration of the nature and gravity of the offense or conduct is the first step in determining whether a specific crime may be relevant to concerns about risks in a particular position. The nature of the offense or conduct may be assessed with reference to the harm caused by the crime (e.g., theft causes property loss). The legal elements of a crime also may be instructive. For example, a conviction for felony theft may involve deception, threat, or intimidation.¹¹⁵ With respect to the gravity of the crime, offenses identified as misdemeanors may be less severe than those identified as felonies.

b. The Time that Has Passed Since the Offense, Conduct and/or Completion of the Sentence

Employer policies typically specify the duration of a criminal conduct exclusion. While the *Green* court did not endorse a specific timeframe for criminal conduct exclusions, it did acknowledge that permanent exclusions from all employment based on any and all offenses were not consistent with the business necessity standard.¹¹⁶ Subsequently, in *El*, the court noted that the plaintiff might have survived summary judgment if he had presented evidence that “there is a time at which a former criminal is no longer any more likely to recidivate than the average person”¹¹⁷ Thus, the court recognized that the amount of time that had passed since the plaintiff’s criminal conduct occurred was probative of the risk he posed in the position in question.

Whether the duration of an exclusion will be sufficiently tailored to satisfy the business necessity standard will depend on the particular facts and circumstances of each case. Relevant and available information to make this assessment includes, for example, studies demonstrating how much the risk of recidivism declines over a specified time.¹¹⁸

c. The Nature of the Job Held or Sought

Finally, it is important to identify the particular job(s) subject to the exclusion. While a factual inquiry may begin with identifying the job title, it also encompasses the nature of the job's duties (e.g., data entry, lifting boxes), identification of the job's essential functions, the circumstances under which the job is performed (e.g., the level of supervision, oversight, and interaction with co-workers or vulnerable individuals), and the environment in which the job's duties are performed (e.g., out of doors, in a warehouse, in a private home). Linking the criminal conduct to the essential functions of the position in question may assist an employer in demonstrating that its policy or practice is job related and consistent with business necessity because it "bear[s] a demonstrable relationship to successful performance of the jobs for which it was used."¹¹⁹

7. Examples of Criminal Conduct Exclusions that Do Not Consider the *Green* Factors

A policy or practice requiring an automatic, across-the-board exclusion from all employment opportunities because of any criminal conduct is inconsistent with the *Green* factors because it does not focus on the dangers of particular crimes and the risks in particular positions. As the court recognized in *Green*, "[w]e cannot conceive of any business necessity that would automatically place every individual convicted of any offense, except a minor traffic offense, in the permanent ranks of the unemployed."¹²⁰

Example 5: Exclusion Is Not Job Related and Consistent with Business Necessity. The National Equipment Rental Company uses the Internet to accept job applications for all positions. All applicants must answer certain questions before they are permitted to submit their online application, including "have you ever been convicted of a crime?" If the applicant answers "yes," the online application process automatically terminates, and the applicant sees a screen that simply says "Thank you for your interest. We cannot continue to process your application at this time."

The Company does not have a record of the reasons why it adopted this exclusion, and it does not have information to show that convictions for all offenses render all applicants unacceptable risks in all of its jobs, which range from warehouse work, to delivery, to management positions. If a Title VII charge were filed based on these facts, and there was a disparate impact on a Title VII-protected basis, the EEOC would find reasonable cause to believe that the blanket exclusion was not job related and consistent with business necessity because the risks associated with all convictions are not pertinent to all of the Company's jobs.

Example 6: Exclusion Is Not Job Related and Consistent with Business Necessity. Leo, an African American man, has worked

successfully at PR Agency as an account executive for three years. After a change of ownership, the new owners adopt a policy under which it will not employ anyone with a conviction. The policy does not allow for any individualized assessment before exclusion. The new owners, who are highly respected in the industry, pride themselves on employing only the “best of the best” for every position. The owners assert that a quality workforce is a key driver of profitability.

Twenty years earlier, as a teenager, Leo pled guilty to a misdemeanor assault charge. During the intervening twenty years, Leo graduated from college and worked successfully in advertising and public relations without further contact with the criminal justice system. At PR Agency, all of Leo’s supervisors assessed him as a talented, reliable, and trustworthy employee, and he has never posed a risk to people or property at work. However, once the new ownership of PR Agency learns about Leo’s conviction record through a background check, it terminates his employment. It refuses to reconsider its decision despite Leo’s positive employment history at PR Agency.

Leo files a Title VII charge alleging that PR Agency’s conviction policy has a disparate impact based on race and is not job related for the position in question and consistent with business necessity. After confirming disparate impact, the EEOC considers PR Agency’s defense that it employs only the “best of the best” for every position, and that this necessitates excluding everyone with a conviction. PR Agency does not show that all convictions are indicative of risk or danger in all its jobs for all time, under the *Green* factors. Nor does PR Agency provide any factual support for its assertion that having a conviction is necessarily indicative of poor work or a lack of professionalism. The EEOC concludes that there is reasonable cause to believe that the Agency’s policy is not job related for the position in question and consistent with business necessity.¹²¹

8. Targeted Exclusions that Are Guided by the *Green* Factors

An employer policy or practice of excluding individuals from particular positions for specified criminal conduct within a defined time period, as guided by the *Green* factors, is a targeted exclusion. Targeted exclusions are tailored to the rationale for their adoption, in light of the particular criminal conduct and jobs involved, taking into consideration fact-based evidence, legal requirements, and/or relevant and available studies.

As discussed above in Section V.B.4, depending on the facts and circumstances, an employer may be able to justify a targeted criminal records screen solely under the *Green* factors. Such a screen would need to be narrowly tailored to identify criminal conduct with a demonstrably tight nexus to the position in question. Title VII thus does not necessarily require individualized assessment in all circumstances. However, the use of individualized assessments can help employers avoid Title VII liability by allowing them to consider more complete information on individual applicants or employees, as part of a policy that is job related and consistent with business necessity.

9. Individualized Assessment

Individualized assessment generally means that an employer informs the individual that he may be excluded because of past criminal conduct; provides an opportunity to the individual to demonstrate that the exclusion does not properly apply to him; and considers whether the individual's additional information shows that the policy as applied is not job related and consistent with business necessity.

The individual's showing may include information that he was not correctly identified in the criminal record, or that the record is otherwise inaccurate. Other relevant individualized evidence includes, for example:

- The facts or circumstances surrounding the offense or conduct;
- The number of offenses for which the individual was convicted;
- Older age at the time of conviction, or release from prison;¹²²
- Evidence that the individual performed the same type of work, post conviction, with the same or a different employer, with no known incidents of criminal conduct;
- The length and consistency of employment history before and after the offense or conduct;¹²³
- Rehabilitation efforts, e.g., education/training;¹²⁴
- Employment or character references and any other information regarding fitness for the particular position;¹²⁵ and
- Whether the individual is bonded under a federal, state, or local bonding program.¹²⁶

If the individual does not respond to the employer's attempt to gather additional information about his background, the employer may make its employment decision without the information.

Example 7: Targeted Screen with Individualized Assessment Is Job Related and Consistent with Business Necessity. County Community Center rents meeting rooms to civic organizations and small businesses, party rooms to families and social groups, and athletic facilities to local recreational sports leagues. The County has a targeted rule prohibiting anyone with a conviction for theft crimes (e.g., burglary, robbery, larceny, identity theft) from working in a position with access to personal financial

information for at least four years after the conviction or release from incarceration. This rule was adopted by the County's Human Resources Department based on data from the County Corrections Department, national criminal data, and recent recidivism research for theft crimes. The Community Center also offers an opportunity for individuals identified for exclusion to provide information showing that the exclusion should not be applied to them.

Isaac, who is Hispanic, applies to the Community Center for a full-time position as an administrative assistant, which involves accepting credit card payments for room rentals, in addition to having unsupervised access to the personal belongings of people using the facilities. After conducting a background check, the County learns that Isaac pled guilty eighteen months earlier, at age twenty, to credit card fraud, and that he did not serve time in prison. Isaac confirms these facts, provides a reference from the restaurant where he now works on Saturday nights, and asks the County for a "second chance" to show that he is trustworthy. The County tells Isaac that it is still rejecting his employment application because his criminal conduct occurred eighteen months ago and is directly pertinent to the job in question. The information he provided did nothing to dispel the County's concerns.

Isaac challenges this rejection under Title VII, alleging that the policy has a disparate impact on Hispanics and is not job related and consistent with business necessity. After confirming disparate impact, the EEOC finds that this screen was carefully tailored to assess unacceptable risk in relevant positions, for a limited time period, consistent with the evidence, and that the policy avoided overbroad exclusions by allowing individuals an opportunity to explain special circumstances regarding their criminal conduct. Thus, even though the policy has a disparate impact on Hispanics, the EEOC does not find reasonable cause to believe that discrimination occurred because the policy is job related and consistent with business necessity.¹²⁷

Example 8: Targeted Exclusion Without Individualized Assessment Is Not Job Related and Consistent with Business Necessity. "Shred 4 You" employs over 100 people to pick up discarded files and sensitive materials from offices, transport the materials to a secure facility, and shred and recycle them. The owner of "Shred 4 You" sells the company to a competitor, known as "We Shred." Employees of "Shred 4 You" must reapply for employment with "We Shred" and undergo a background check. "We Shred" has a targeted criminal conduct exclusion policy that prohibits the employment of anyone who has been convicted of any crime related to theft or fraud in the past five years, and the policy does not provide for any individualized consideration. The company explains that its clients entrust it with handling sensitive and confidential information

and materials; therefore, it cannot risk employing people who pose an above-average risk of stealing information.

Jamie, who is African American, worked successfully for “Shred 4 You” for five years before the company changed ownership. Jamie applies for his old job, and “We Shred” reviews Jamie’s performance appraisals, which include high marks for his reliability, trustworthiness, and honesty. However, when “We Shred” does a background check, it finds that Jamie pled guilty to misdemeanor insurance fraud five years ago, because he exaggerated the costs of several home repairs after a winter storm. “We Shred” management informs Jamie that his guilty plea is evidence of criminal conduct and that his employment will be terminated. Jamie asks management to consider his reliable and honest performance in the same job at “Shred 4 You,” but “We Shred” refuses to do so. The employer’s conclusion that Jamie’s guilty plea demonstrates that he poses an elevated risk of dishonesty is not factually based given Jamie’s history of trustworthiness in the same job. After confirming disparate impact based on race (African American), the EEOC finds reasonable cause to believe that Title VII was violated because the targeted exclusion was not job related and consistent with business necessity based on these facts.

C. Less Discriminatory Alternatives

If an employer successfully demonstrates that its policy or practice is job related for the position in question and consistent with business necessity, a Title VII plaintiff may still prevail by demonstrating that there is a less discriminatory “alternative employment practice” that serves the employer’s legitimate goals as effectively as the challenged practice but that the employer refused to adopt.¹²⁸

VI. Positions Subject to Federal Prohibitions or Restrictions on Individuals with Records of Certain Criminal Conduct

In some industries, employers are subject to federal statutory and/or regulatory requirements that prohibit individuals with certain criminal records from holding particular positions or engaging in certain occupations. Compliance with federal laws and/or regulations is a defense to a charge of discrimination. However, the EEOC will continue to coordinate with other federal departments and agencies with the goal of maximizing federal regulatory consistency with respect to the use of criminal history information in employment decisions.¹²⁹

A. Hiring in Certain Industries

Federal laws and regulations govern the employment of individuals with specific convictions in certain industries or positions in both the private and public sectors. For example, federal law excludes an individual who was convicted in the previous ten years of specified crimes from working as a security screener or otherwise having unescorted access to the secure areas of an airport.¹³⁰ There are equivalent requirements for federal law enforcement officers,¹³¹

child care workers in federal agencies or facilities,¹³² bank employees,¹³³ and port workers,¹³⁴ among other positions.¹³⁵ Title VII does not preempt these federally imposed restrictions. However, if an employer decides to impose an exclusion that goes beyond the scope of a federally imposed restriction, the discretionary aspect of the policy would be subject to Title VII analysis.

Example 9: Exclusion Is Not Job Related and Consistent with Business Necessity. Your Bank has a rule prohibiting anyone with convictions for any type of financial or fraud-related crimes within the last twenty years from working in positions with access to customer financial information, even though the federal ban is ten years for individuals who are convicted of any criminal offense involving dishonesty, breach of trust, or money laundering from serving in such positions.

Sam, who is Latino, applies to Your Bank to work as a customer service representative. A background check reveals that Sam was convicted of a misdemeanor for misrepresenting his income on a loan application fifteen years earlier. Your Bank therefore rejects Sam, and he files a Title VII charge with the EEOC, alleging that the Bank's policy has a disparate impact based on national origin and is not job related and consistent with business necessity. Your Bank asserts that its policy does not cause a disparate impact and that, even if it does, it is job related for the position in question because customer service representatives have regular access to financial information and depositors must have "100% confidence" that their funds are safe. However, Your Bank does not offer evidence showing that there is an elevated likelihood of committing financial crimes for someone who has been crime-free for more than ten years. After establishing that the Bank's policy has a disparate impact based on national origin, the EEOC finds that the policy is not job related for the position in question and consistent with business necessity. The Bank's justification for adding ten years to the federally mandated exclusion is insufficient because it is only a generalized concern about security, without proof.

B. Obtaining Occupational Licenses

Title VII also does not preempt federal statutes and regulations that govern eligibility for occupational licenses and registrations. These restrictions cover diverse sectors of the economy including the transportation industry,¹³⁶ the financial industry,¹³⁷ and import/export activities,¹³⁸ among others.¹³⁹

C. Waiving or Appealing Federally Imposed Occupational Restrictions

Several federal statutes and regulations provide a mechanism for employers or individuals to appeal or apply for waivers of federally imposed occupational restrictions. For example, unless a bank receives prior written consent from the Federal Deposit Insurance

Corporation (FDIC), an individual convicted of a criminal offense involving dishonesty, breach of trust, money laundering, or another financially related crime may not work in, own, or control “an insured depository institution” (e.g., bank) for ten years under the Federal Deposit Insurance Act.¹⁴⁰ To obtain such FDIC consent, the insured institution must file an application for a waiver on behalf of the particular individual.¹⁴¹ Alternatively, if the insured institution does not apply for the waiver on the individual’s behalf, the individual may file a request directly with the FDIC for a waiver of the institution filing requirement, demonstrating “substantial good cause” to grant the waiver.¹⁴² If the FDIC grants the individual’s waiver request, the individual can then file an application directly with the FDIC for consent to work for the insured institution in question.¹⁴³ Once the institution, or the individual, submits the application, the FDIC’s criminal record waiver review process requires consideration of mitigating factors that are consistent with Title VII, including evidence of rehabilitation, and the nature and circumstances of the crime.¹⁴⁴

Additionally, port workers who are denied the Transportation Workers Identification Credential (TWIC) based on their conviction record may seek a waiver for certain permanently disqualifying offenses or interim disqualifying offenses, and also may file an individualized appeal from the Transportation Security Administration’s initial determination of threat assessment based on the conviction.¹⁴⁵ The Maritime Transportation Security Act, which requires all port workers to undergo a criminal background check to obtain a TWIC,¹⁴⁶ provides that individuals with convictions for offenses such as espionage, treason, murder, and a federal crime of terrorism are permanently disqualified from obtaining credentials, but those with convictions for firearms violations and distribution of controlled substances may be temporarily disqualified.¹⁴⁷ Most offenses related to dishonesty are only temporarily disqualifying.¹⁴⁸

Example 10: Consideration of Federally Imposed Occupational Restrictions. John Doe applies for a position as a truck driver for Truckers USA. John’s duties will involve transporting cargo to, from, and around ports, and Truckers USA requires all of its port truck drivers to have a TWIC. The Transportation Security Administration (TSA) conducts a criminal background check and may deny the credential to applicants who have permanently disqualifying criminal offenses in their background as defined by federal law. After conducting the background check for John Doe, TSA discovers that he was convicted nine years earlier for conspiracy to use weapons of mass destruction. TSA denies John a security card because this is a permanently disqualifying criminal offense under federal law.¹⁴⁹ John, who points out that he was a minor at the time of the conviction, requests a waiver by TSA because he had limited involvement and no direct knowledge of the underlying crime at the time of the offense. John explains that he helped a friend transport some chemical materials that the friend later tried to use to damage government property. TSA refuses to grant John’s waiver request because a conviction for conspiracy to use weapons of mass destruction is not subject to the TSA’s waiver procedures.¹⁵⁰ Based on this denial, Truckers USA rejects John’s application for the port truck driver position. Title VII does not override Truckers USA’s policy because the policy is consistent with another federal law.

While Title VII does not mandate that an employer seek such waivers, where an employer does seek waivers it must do so in a nondiscriminatory manner.

D. Security Clearances

The existence of a criminal record may result in the denial of a federal security clearance, which is a prerequisite for a variety of positions with the federal government and federal government contractors.¹⁵¹ A federal security clearance is used to ensure employees' trustworthiness, reliability, and loyalty before providing them with access to sensitive national security information.¹⁵² Under Title VII's national security exception, it is not unlawful for an employer to "fail or refuse to hire and employ" an individual because "such individual has not fulfilled or has ceased to fulfill" the federal security requirements.¹⁵³ This exception focuses on whether the position in question is, in fact, subject to national security requirements that are imposed by federal statute or Executive Order, and whether the adverse employment action actually resulted from the denial or revocation of a security clearance.¹⁵⁴ Procedural requirements related to security clearances must be followed without regard to an individual's race, color, religion, sex, or national origin.¹⁵⁵

E. Working for the Federal Government

Title VII provides that, with limited coverage exceptions, "[a]ll personnel actions affecting employees or applicants for employment . . . shall be made free from any discrimination based on race, color, religion, sex, or national origin."¹⁵⁶ The principles discussed above in this Guidance apply in the federal employment context. In most circumstances, individuals with criminal records are not automatically barred from working for the federal government.¹⁵⁷ However, the federal government imposes criminal record restrictions on its workforce through "suitability" requirements for certain positions.¹⁵⁸ The federal government's Office of Personnel Management (OPM) defines suitability as "determinations based on a person's character or conduct that may have an impact on the integrity or efficiency of the service."¹⁵⁹ Under OPM's rules, agencies may bar individuals from federal employment for up to three years if they are found unsuitable based on criminal or dishonest conduct, among other factors.¹⁶⁰ OPM gives federal agencies the discretion to consider relevant mitigating criteria when deciding whether an individual is suitable for a federal position.¹⁶¹ These mitigating criteria, which are consistent with the three *Green* factors and also provide an individualized assessment of the applicant's background, allow consideration of: (1) the nature of the position for which the person is applying or in which the person is employed; (2) the nature and seriousness of the conduct; (3) the circumstances surrounding the conduct; (4) the recency of the conduct; (5) the age of the person involved at the time of the conduct; (6) contributing societal conditions; and (7) the absence or presence of rehabilitation or efforts toward rehabilitation.¹⁶² In general, OPM requires federal agencies and departments to consider hiring an individual with a criminal record if he is the best candidate for the position in question and can comply with relevant job requirements.¹⁶³ The EEOC continues to coordinate with OPM to achieve employer best practices in the federal sector.¹⁶⁴

VII. Positions Subject to State and Local Prohibitions or Restrictions on Individuals with Records of Certain Criminal Conduct

States and local jurisdictions also have laws and/or regulations that restrict or prohibit the employment of individuals with records of certain criminal conduct.¹⁶⁵ Unlike federal laws or regulations, however, state and local laws or regulations are preempted by Title VII if they “purport[] to require or permit the doing of any act which would be an unlawful employment practice” under Title VII.¹⁶⁶ Therefore, if an employer’s exclusionary policy or practice is *not* job related and consistent with business necessity, the fact that it was adopted to comply with a state or local law or regulation does not shield the employer from Title VII liability.¹⁶⁷

Example 11: State Law Exclusion Is Job Related and Consistent with Business Necessity. Elijah, who is African American, applies for a position as an office assistant at Pre-School, which is in a state that imposes criminal record restrictions on school employees. Pre-School, which employs twenty-five full- and part-time employees, uses all of its workers to help with the children. Pre-School performs a background check and learns that Elijah pled guilty to charges of indecent exposure two years ago. After being rejected for the position because of his conviction, Elijah files a Title VII disparate impact charge based on race to challenge Pre-School’s policy. The EEOC conducts an investigation and finds that the policy has a disparate impact and that the exclusion is job related for the position in question and consistent with business necessity because it addresses serious safety risks of employment in a position involving regular contact with children. As a result, the EEOC would not find reasonable cause to believe that discrimination occurred.

Example 12: State Law Exclusion Is Not Consistent with Title VII. County Y enforces a law that prohibits all individuals with a criminal conviction from working for it. Chris, an African American man, was convicted of felony welfare fraud fifteen years ago, and has not had subsequent contact with the criminal justice system. Chris applies to County Y for a job as an animal control officer trainee, a position that involves learning how to respond to citizen complaints and handle animals. The County rejects Chris’s application as soon as it learns that he has a felony conviction. Chris files a Title VII charge, and the EEOC investigates, finding disparate impact based on race and also that the exclusionary policy is not job related and consistent with business necessity. The County cannot justify rejecting everyone with any conviction from all jobs. Based on these facts, County Y’s law “purports to require or permit the doing of an[] act which would be an unlawful employment practice” under Title VII.

VIII. Employer Best Practices

The following are examples of best practices for employers who are considering criminal record information when making employment decisions.

General

- Eliminate policies or practices that exclude people from employment based on any criminal record.
- Train managers, hiring officials, and decisionmakers about Title VII and its prohibition on employment discrimination.

Developing a Policy

- Develop a narrowly tailored written policy and procedure for screening applicants and employees for criminal conduct.
 - Identify essential job requirements and the actual circumstances under which the jobs are performed.
 - Determine the specific offenses that may demonstrate unfitness for performing such jobs.
 - Identify the criminal offenses based on all available evidence.
 - Determine the duration of exclusions for criminal conduct based on all available evidence.
 - Include an individualized assessment.
 - Record the justification for the policy and procedures.
 - Note and keep a record of consultations and research considered in crafting the policy and procedures.
- Train managers, hiring officials, and decisionmakers on how to implement the policy and procedures consistent with Title VII.

Questions about Criminal Records

- When asking questions about criminal records, limit inquiries to records for which exclusion would be job related for the position in question and consistent with business necessity.

Confidentiality

- Keep information about applicants' and employees' criminal records confidential. Only use it for the purpose for which it was intended.

Approved by the Commission:

Chair Jacqueline A. Berrien

Date

ENDNOTES

¹ 42 U.S.C. § 2000e *et seq.* The EEOC also enforces other anti-discrimination laws including: Title I of the Americans with Disabilities Act of 1990, as amended (ADA), and Section 501 of the Rehabilitation Act, as amended, which prohibit employment discrimination on the basis of disability; the Age Discrimination in Employment Act of 1967, as amended (ADEA), which prohibits discrimination on the basis of age 40 or above; Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits discrimination on the basis of genetic information; and the Equal Pay Act of 1963, as amended (EPA), which requires employers to pay male and female employees at the same establishment equal wages for equal work.

² All entities covered by Title VII are subject to this analysis. *See* 42 U.S.C. § 2000e-2 (anti-discrimination provisions); 42 U.S.C. § 2000e(b)–(e) (defining “employer,” “employment agency,” and “labor organization”); 42 U.S.C. § 2000e-16(a) (prohibiting discriminatory employment practices by federal departments and agencies). For purposes of this Guidance, the term “employer” is used in lieu of listing all Title VII-covered entities. The Commission considers other coverage questions that arise in particular charges involving, for example, joint employment or third party interference in *Compliance Manual Section 2: Threshold Issues*, U.S. EQUAL EMP’T OPPORTUNITY COMM’N, § 2-III B., *Covered Entities*, <http://www.eeoc.gov/policy/docs/threshold.html#2-III-B> (last visited April 23, 2012).

³ For the purposes of this Guidance, references to “contact” with the criminal justice system may include, for example, an arrest, charge, indictment, citation, conviction, incarceration, probation, or parole.

⁴ *See* THOMAS P. BONCZAR, BUREAU OF JUSTICE STATISTICS, U.S. DEP’T OF JUSTICE, PREVALENCE OF IMPRISONMENT IN THE U.S. POPULATION, 1974–2001, at 3 (2003), <http://bjs.ojp.usdoj.gov/content/pub/pdf/piusp01.pdf> [hereinafter PREVALENCE OF IMPRISONMENT] (“Between 1974 and 2001 the number of former prisoners living in the United States more than doubled, from 1,603,000 to 4,299,000.”); SEAN ROSENMERKEL ET AL., BUREAU OF JUSTICE STATISTICS, U.S. DEP’T OF JUSTICE, FELONY SENTENCES IN STATE COURTS, 2006 – STATISTICAL TABLES I (2009), <http://bjs.ojp.usdoj.gov/content/pub/pdf/fssc06st.pdf> (reporting that between 1990 and 2006, there has been a 37% increase in the number of felony offenders sentenced in state courts); *see also* PEW CTR. ON THE STATES, ONE IN 31: THE LONG REACH OF AMERICAN CORRECTIONS 4 (2009), http://www.pewcenteronthestates.org/uploadedFiles/PSPP_1in31_report_FINAL_WEB_3-26-09.pdf [hereinafter ONE IN 31] (“During the past quarter-century, the number of prison and jail inmates has grown by 274 percent . . . [bringing] the total population in custody to 2.3 million. During the same period, the number under community supervision grew by a staggering 3,535,660 to a total of 5.1 million.”); PEW CTR. ON THE STATES, ONE IN 100: BEHIND BARS IN AMERICA 2008, at 3 (2008), http://www.pewcenteronthestates.org/uploadedFiles/8015PCTS_Prison08_FINAL_2-1-1_FORWEB.pdf (“[M]ore than one in every 100 adults is now confined in an American jail or

prison.”); Robert Brame, Michael G. Turner, Raymond Paternoster, & Shawn D. Bushway, *Cumulative Prevalence of Arrest From Ages 8 to 23 in a National Sample*, 129 *PEDIATRICS* 21, 25, 26 (2012) (finding that approximately 1 out of 3 of all American youth will experience at least 1 arrest for a nontraffic offense by the age of 23).

⁵ See JOHN SCHMITT & KRIS WARNER, CTR. FOR ECON. & POLICY RESEARCH, *EX-OFFENDERS AND THE LABOR MARKET* 12 (2010), www.cepr.net/documents/publications/ex-offenders-2010-11.pdf (“In 2008, ex-prisoners were 2.9 to 3.2 percent of the total working-age population (excluding those currently in prison or jail) or about one in 33 working-age adults. Ex-felons were a larger share of the total working-age population: 6.6 to 7.4 percent, or about one in 15 working-age adults [not all felons serve prison terms].”); see *id.* at 3 (concluding that “in the absence of some reform of the criminal justice system, the share of ex-offenders in the working-age population will rise substantially in coming decades”).

⁶ PREVALENCE OF IMPRISONMENT, *supra* note 4, at 4, Table 3.

⁷ *Id.*

⁸ ONE IN 31, *supra* note 4, at 5 (noting that when all of the individuals who are probationers, parolees, prisoners or jail inmates are added up, the total is more than 7.3 million adults; this is more than the populations of Chicago, Philadelphia, San Diego, and Dallas combined, and larger than the populations of 38 states and the District of Columbia).

⁹ PREVALENCE OF IMPRISONMENT, *supra* note 4, at 7.

¹⁰ *Id.* at 5, Table 5; cf. PEW CTR. ON THE STATES, *COLLATERAL COSTS: INCARCERATION’S EFFECT ON ECONOMIC MOBILITY* 6 (2010), http://www.pewcenteronthestates.org/uploadedFiles/Collateral_Costs.pdf?n=8653 (“Simply stated, incarceration in America is concentrated among African American men. While 1 in every 87 white males ages 18 to 64 is incarcerated and the number for similarly-aged Hispanic males is 1 in 36, for black men it is 1 in 12.”). Incarceration rates are even starker for 20-to-34-year-old men without a high school diploma or GED: 1 in 8 White males in this demographic group is incarcerated, compared to 1 in 14 Hispanic males, and 1 in 3 Black males. PEW CTR. ON THE STATES, *supra*, at 8, Figure 2.

¹¹ This document uses the terms “Black” and “African American,” and the terms “Hispanic” and “Latino,” interchangeably.

¹² See *infra* notes 65–67 (citing data for the arrest rates and population statistics for African Americans and Hispanics).

¹³ PREVALENCE OF IMPRISONMENT, *supra* note 4, at 1.

¹⁴ *Id.* at 8.

¹⁵ See *Policy Statement on the Issue of Conviction Records Under Title VII of the Civil Rights Act of 1964*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N (Feb. 4, 1987), <http://www.eeoc.gov/policy/docs/convict1.html>; *EEOC Policy Statement on the Use of Statistics in Charges Involving the Exclusion of Individuals with Conviction Records from Employment*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N (July 29, 1987), <http://www.eeoc.gov/policy/docs/convict2.html>; *Policy Guidance on the Consideration of Arrest Records in Employment Decisions Under Title VII*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N (Sept. 7, 1990), http://www.eeoc.gov/policy/docs/arrest_records.html; *Compliance Manual Section 15: Race & Color Discrimination*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N, § 15-VI.B.2 (April 19, 2006), <http://www.eeoc.gov/policy/docs/race-color.pdf>. See also EEOC Decision No. 72-1497 (1972) (challenging a criminal record exclusion policy based on "serious crimes"); EEOC Decision No. 74-89 (1974) (challenging a policy where a felony conviction was considered an adverse factor that would lead to disqualification); EEOC Decision No. 78-03 (1977) (challenging an exclusion policy based on felony or misdemeanor convictions involving moral turpitude or the use of drugs); EEOC Decision No. 78-35 (1978) (concluding that an employee's discharge was reasonable given his pattern of criminal behavior and the severity and recentness of his criminal conduct).

¹⁶ In 2011, U.S. Attorney General Eric Holder assembled a Cabinet-level interagency Reentry Council to support the federal government's efforts to promote the successful reintegration of ex-offenders back into their communities. *National Reentry Resource Center – Federal Interagency Reentry Council*, <http://www.nationalreentryresourcecenter.org/reentry-council> (last visited April 23, 2012). As a part of the Council's efforts, it has focused on removing barriers to employment for ex-offenders to reduce recidivism by publishing several fact sheets on employing individuals with criminal records. See, e.g., FED. INTERAGENCY REENTRY COUNCIL, REENTRY MYTHBUSTER! ON FEDERAL HIRING POLICIES (2011), http://www.nationalreentryresourcecenter.org/documents/0000/1083/Reentry_Council_Mythbuster_Fed_Employment.pdf; FED. INTERAGENCY REENTRY COUNCIL, REENTRY MYTHBUSTER! ON HIRING/CRIMINAL RECORDS GUIDANCE (2011), http://www.nationalreentryresourcecenter.org/documents/0000/1082/Reentry_Council_Mythbuster_Employment.pdf; FED. INTERAGENCY REENTRY COUNCIL, REENTRY MYTHBUSTER! CRIMINAL HISTORIES AND EMPLOYMENT BACKGROUND CHECKS (2011), http://www.nationalreentryresourcecenter.org/documents/0000/1176/Reentry_Council_Mythbuster_FCRA_Employment.pdf; FED. INTERAGENCY REENTRY COUNCIL, REENTRY MYTHBUSTER! ON FEDERAL BONDING PROGRAM (2011), http://www.nationalreentryresourcecenter.org/documents/0000/1061/Reentry_Council_Mythbuster_Federal_Bonding.pdf.

In addition to these federal efforts, several state law enforcement agencies have embraced initiatives and programs that encourage the employment of ex-offenders. For example, Texas' Department of Criminal Justice has a Reentry and Integration Division and within that Division, a Reentry Task Force Workgroup. See *Reentry and Integration Division-Reentry Task Force*, TEX. DEP'T OF CRIMINAL JUSTICE, http://www.tdcj.state.tx.us/divisions/rid/rid_texas_reentry_task_force.html (last visited April 23, 2012). One of the Workgroups in this Task Force specifically focuses on identifying

employment opportunities for ex-offenders and barriers that affect ex-offenders' access to employment or vocational training programs. *Reentry and Integration Division – Reentry Task Force Workgroups*, TEX. DEP'T OF CRIMINAL JUSTICE, http://www.tdcj.state.tx.us/divisions/rid/r_workgroup/rid_workgroup_employment.html (last visited April 23, 2012). Similarly, Ohio's Department of Rehabilitation and Correction has an Offender Workforce Development Office that "works with departmental staff and correctional institutions within the Ohio Department of Rehabilitation and Correction to prepare offenders for employment and the job search process." *Jobs for Ohio Offenders*, OHIO DEP'T OF REHAB. AND CORR. OFFENDER WORKFORCE DEV., <http://www.drc.ohio.gov/web/JOBOFFEN.HTM> (last updated Aug. 9, 2010). Law enforcement agencies in other states such as Indiana and Florida have also recognized the importance of encouraging ex-offender employment. *See, e.g., IDOC: Road to Re-Entry*, IND. DEP'T OF CORR., <http://www.in.gov/idoc/reentry/index.htm> (last visited April 23, 2012) (describing various services and programs that are available to ex-offenders to help them to obtain employment); FLA. DEP'T OF CORR., *RECIDIVISM REDUCTION STRATEGIC PLAN: FISCAL YEAR 2009-2014*, at 11, 12 (2009), <http://www.dc.state.fl.us/orginfo/FinalRecidivismReductionPlan.pdf> (identifying the lack of employment as one of the barriers to successful ex-offender reentry).

¹⁷ CARL R. ERNST & LES ROSEN, "NATIONAL" CRIMINAL HISTORY DATABASES 1 (2002), <http://www.brpub.com/articles/CriminalHistoryDB.pdf>.

¹⁸ LEXISNEXIS, *CRIMINAL BACKGROUND CHECKS: WHAT NON-PROFITS NEED TO KNOW ABOUT CRIMINAL RECORDS* 4 (2009), http://www.lexisnexis.com/risk/nonprofit/documents/Volunteer_Screening_White_Paper.pdf.

¹⁹ *Id.*

²⁰ ERNST & ROSEN, *supra* note 17, at 1; NAT'L ASS'N OF PROF'L BACKGROUND SCREENERS, *CRIMINAL BACKGROUND CHECKS FOR EMPLOYMENT PURPOSES* 5, http://www.napbs.com/files/public/Learn_More/White_Papers/CriminalBackgroundChecks.pdf.

²¹ LEXISNEXIS, *supra* note 18, at 6. *See also* NAT'L ASS'N OF PROF'L BACKGROUND SCREENERS, *supra* note 20 at 5.

²² ERNST & ROSEN, *supra* note 17, at 1.

²³ *Id.*

²⁴ *See* SEARCH, *THE NATIONAL TASK FORCE ON THE CRIMINAL BACKGROUNDING OF AMERICA* 3, 4 (2005), <http://www.search.org/files/pdf/ReportofNTFCBA.pdf>. Registries and watch lists can also include federal and international terrorist watch lists, and registries of individuals who are being investigated for certain types of crimes, such as gang-related crimes. *Id.* *See also* LEXISNEXIS, *supra* note 18, at 5 (reporting that "all 50 states currently have a publicly available sex offender registry").

²⁵ *See* U.S. DEP'T OF JUSTICE, *THE ATTORNEY GENERAL'S REPORT ON CRIMINAL HISTORY*

BACKGROUND CHECKS 4 (2006), http://www.justice.gov/olp/ag_bgchecks_report.pdf [hereinafter BACKGROUND CHECKS]. See also ERNST & ROSEN, *supra* note 17, at 2.

²⁶ See NAT'L ASS'N OF PROF'L BACKGROUND SCREENERs, *supra* note 20, at 5. See also LEXISNEXIS, *supra* note 18, at 5.

²⁷ LEXISNEXIS, *supra* note 18, at 5. See also AM. ASS'N OF COLLS. OF PHARMACY, REPORT OF THE AACP CRIMINAL BACKGROUND CHECK ADVISORY PANEL 6-7 (2006), <http://www.aacp.org/resources/academicpolicies/admissionsguidelines/Documents/AACPBackgroundChkRpt.pdf>.

²⁸ AM. ASS'N OF COLLS. OF PHARMACY, *supra* note 27, at 6-7.

²⁹ BACKGROUND CHECKS, *supra* note 25, at 4.

³⁰ *Id.*

³¹ NAT'L ASS'N OF PROF'L BACKGROUND SCREENERs, *supra* note 20, at 5.

³² BACKGROUND CHECKS, *supra* note 25, at 4.

³³ *Id.* at 3.

³⁴ See *id.* ("Non-criminal justice screening using FBI criminal history records is typically done by a government agency applying suitability criteria that have been established by law or the responsible agency.").

³⁵ *Id.* at 5.

³⁶ *Id.* at 4.

³⁷ DENNIS A. DEBACCO & OWEN M. GREENSPAN, BUREAU OF JUSTICE STATISTICS, U.S. DEP'T OF JUSTICE, SURVEY OF STATE CRIMINAL HISTORY INFORMATION SYSTEMS, 2010, at 2 (2011), <https://www.ncjrs.gov/pdffiles1/bjs/grants/237253.pdf> [hereinafter STATE CRIMINAL HISTORY].

³⁸ See BACKGROUND CHECKS, *supra* note 25, at 17.

³⁹ SEARCH, REPORT OF THE NATIONAL TASK FORCE ON THE COMMERCIAL SALE OF CRIMINAL JUSTICE RECORD INFORMATION 83 (2005), www.search.org/files/pdf/RNTFCSCJRI.pdf; see also Douglas Belkin, *More Job Seekers Scramble to Erase Their Criminal Past*, WALL ST. J., Nov. 11, 2009, at A1, available at <http://online.wsj.com/article/SB125789494126242343.html?KEYWORDS=Douglas+Belkin> ("Arrests that have been legally expunged may remain on databases that data-harvesting companies offer to prospective employers; such background companies are under no legal obligation to erase them.").

If applicants deny the existence of expunged or sealed records, as they are permitted to do in several states, they may appear dishonest if such records are reported in a criminal background check. *See generally* Debbie A. Mukamal & Paul N. Samuels, *Statutory Limitations on Civil Rights of People with Criminal Records*, 30 FORDHAM URB. L.J. 1501, 1509–10 (2003) (noting that 29 of the 40 states that allow expungement/sealing of arrest records permit the subject of the record to deny its existence if asked about it on employment applications or similar forms, and 13 of the 16 states that allow the expungement/sealing of adult conviction records permit the subject of the record to deny its existence under similar circumstances).

⁴⁰ *See* SEARCH, INTERSTATE IDENTIFICATION NAME CHECK EFFICACY: REPORT OF THE NATIONAL TASK FORCE TO THE U.S. ATTORNEY GENERAL 21–22 (1999), www.search.org/files/pdf/III_Name_Check.pdf (“A so-called ‘name check’ is based not only on an individual’s name, but also on other personal identifiers such as sex, race, date of birth and Social Security Number. . . . [N]ame checks are known to produce inaccurate results as a consequence of identical or similar names and other identifiers.”); *id.* at 7 (finding that in a sample of 82,601 employment applicants, 4,562 of these individuals were *inaccurately* indicated by a “name check” to have criminal records, which represents approximately 5.5% of the overall sample).

⁴¹ BACKGROUND CHECKS, *supra* note 25, at 2.

⁴² A “consumer reporting agency” is defined by FCRA as “any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information *or other information* on consumers for the purposes of furnishing consumer reports to third parties” 15 U.S.C. § 1681a(f) (emphasis added); *see also* BACKGROUND CHECKS, *supra* note 25, at 43 (stating that the records that CRAs collect include “criminal history information, such as arrest and conviction information”).

⁴³ A “consumer report” is defined by FCRA as “any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer’s credit worthiness, credit standing, credit capacity, *character, general reputation, personal characteristics*, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility for . . . employment purposes” 15 U.S.C. § 1681a(d)(1) (emphasis added).

⁴⁴ *See* 15 U.S.C. § 1681c(a)(2) (“[N]o consumer reporting agency may make any consumer report containing . . . records of arrest that, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period.”). *But see id.* §1681c(b)(3) (stating that the reporting restrictions for arrest records do not apply to individuals who will earn “an annual salary which equals, or which may reasonably be expected to equal \$75,000 or more”).

⁴⁵ 15 U.S.C. § 1681c(a)(5) (“[N]o consumer reporting agency may make any consumer report containing . . . [a]ny other adverse item of information, other than records of convictions of crimes which antedates the report by more than seven years.”).

⁴⁶ BACKGROUND CHECKS, *supra* note 25, at 2.

⁴⁷ See Adam Klein, *Written Testimony of Adam Klein*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N, <http://www.eeoc.gov/eeoc/meetings/7-26-11/klein.cfm> (last visited April 23, 2012) (describing how "several data-collection agencies also market and sell a retail-theft contributory database that is used by prospective employers to screen applicants"). See also *Retail Theft Database*, ESTEEM, *Workplace Theft Contributory Database*, LEXISNEXIS, <http://www.lexisnexis.com/risk/solutions/retail-theft-contributory-database.aspx> (last visited April 23, 2012) (stating that their database has "[t]heft and shoplifting cases supplied by more than 75,000 business locations across the country"). These databases may contain inaccurate and/or misleading information about applicants and/or employees. See generally *Goode v. LexisNexis Risk & Info. Analytics Grp., Inc.*, No. 2:11-CV-2950-JD, 2012 WL 975043 (E.D. Pa. Mar. 22, 2012) (unpublished).

⁴⁸ BACKGROUND CHECKS, *supra* note 25, at 2.

⁴⁹ SOC'Y FOR HUMAN RES. MGMT., BACKGROUND CHECKING: CONDUCTING CRIMINAL BACKGROUND CHECKS, slide 3 (Jan. 22, 2010), http://www.slideshare.net/shrm/background-check-criminal?from=share_email [hereinafter CONDUCTING CRIMINAL BACKGROUND CHECKS] (73% of the responding employers reported that they conducted criminal background checks on all of their job candidates, 19% reported that they conducted criminal background checks on selected job candidates, and a mere 7% reported that they did not conduct criminal background checks on any of their candidates). The survey excluded the "not sure" responses from its analysis, which may account for the 1% gap in the total number of employer responses. *Id.*

⁵⁰ CONDUCTING CRIMINAL BACKGROUND CHECKS, *supra* note 49, at slide 7 (39% of the surveyed employers reported that they conducted criminal background checks "[t]o reduce/prevent theft and embezzlement, other criminal activity"); see also Sarah E. Needleman, *Businesses Say Theft by Their Workers is Up*, WALL ST. J., Dec. 11, 2008, at B8, available at <http://online.wsj.com/article/SB122896381748896999.html>.

⁵¹ CONDUCTING CRIMINAL BACKGROUND CHECKS, *supra* note 49, at slide 7 (61% of the surveyed employers reported that they conducted criminal background checks "[t]o ensure a safe work environment for employees"); see also ERIKA HARRELL, BUREAU OF JUSTICE STATISTICS, U.S. DEP'T OF JUSTICE, WORKPLACE VIOLENCE, 1993–2009, at 1 (2011), <http://bjs.ojp.usdoj.gov/content/pub/pdf/wv09.pdf> (reporting that in 2009, "[n]onfatal violence in the workplace was about 15% of all nonfatal violent crime against persons age 16 or older"). *But see id.* (noting that from "2002 to 2009, the rate of nonfatal workplace violence has declined by 35%, following a 62% decline in the rate from 1993 to 2002"). Studies indicate that most workplace violence is committed by individuals with no relationship to the business or its employees. See *id.* at 6 (reporting that between 2005 and 2009, strangers committed the majority of workplace violence against individuals (53% for males and 41% for females) while violence committed by co-workers accounted for a much smaller percentage (16.3% for males and 14.3% for females)); see also NAT'L INST. FOR OCCUPATIONAL SAFETY & HEALTH, CTR. FOR DISEASE CONTROL & PREVENTION, WORKPLACE VIOLENCE PREVENTION STRATEGIES AND RESEARCH

NEEDS 4, Table 1 (2006), <http://www.cdc.gov/niosh/docs/2006-144/pdfs/2006-144.pdf> (reporting that approximately 85% of the workplace homicides examined were perpetrated in furtherance of a crime by persons with no relationship to the business or its employees; approximately 7% were perpetrated by employees or former employees, 5% were committed by persons with a personal relationship to an employee, and 3% were perpetrated by persons with a customer-client relationship to the business).

⁵² CONDUCTING CRIMINAL BACKGROUND CHECKS, *supra* note 49, at slide 7 (55% percent of the surveyed employers reported that they conducted criminal background checks “[t]o reduce legal liability for negligent hiring”). Employers have a common law duty to exercise reasonable care in hiring to avoid foreseeable risks of harm to employees, customers, and the public. If an employee engages in harmful misconduct on the job, and the employer has not exercised such care in selecting the employee, the employer may be subject to liability for negligent hiring. *See, e.g., Stires v. Carnival Corp.*, 243 F. Supp. 2d 1313, 1318 (M.D. Fla. 2002) (“[N]egligent hiring occurs when . . . the employer knew or should have known of the employee’s unfitness, and the issue of liability primarily focuses upon the adequacy of the employer’s pre-employment investigation into the employee’s background.”).

⁵³ CONDUCTING CRIMINAL BACKGROUND CHECKS, *supra* note 49, at slide 4 (40% of the surveyed employers reported that they conducted criminal background checks for “[j]ob candidates for positions for which state law requires a background check (e.g., day care teachers, licensed medical practitioners, etc.)”); *see id.* at slide 7 (20% of the employers reported that they conducted criminal background checks “[t]o comply with the applicable State law requiring a background check (e.g., day care teachers, licensed medical practitioners, etc.) for a particular position”). The study did not report the exact percentage of employers that conducted criminal background checks to comply with applicable federal laws or regulations, but it did report that 25% of the employers conducted background checks for “[j]ob candidates for positions involving national defense or homeland security.” *Id.* at slide 4.

⁵⁴ *See* 42 U.S.C. § 2000e-2(a).

⁵⁵ Disparate treatment based on the race or national origin of job applicants with the same qualifications and criminal records has been documented. For example, a 2003 study demonstrated that White applicants with the same qualifications and criminal records as Black applicants were three times more likely to be invited for interviews than the Black applicants. *See* Devah Pager, *The Mark of a Criminal Record*, 108 AM. J. SOC. 937, 958, Figure 6 (2003), www.princeton.edu/~pager/pager_ajs.pdf. Pager matched pairs of young Black and White men as “testers” for her study. The “testers” in Pager’s study were college students who applied for 350 low-skilled jobs advertised in Milwaukee-area classified advertisements, to test the degree to which a criminal record affects subsequent employment opportunities. The same study showed that White job applicants with a criminal record were called back for interviews more often than equally-qualified Black applicants who *did not have* a criminal record. *Id.* at 958. *See also* Devah Pager et al., *Sequencing Disadvantage: The Effects of Race and Criminal Background for Low Wage Job Seekers*, 623 ANNALS AM. ACAD. POL. & SOC. SCI., 199 (2009), www.princeton.edu/~pager/annals_sequencingdisadvantage.pdf (finding that among Black and

White testers with similar backgrounds and criminal records, “the negative effect of a criminal conviction is substantially larger for blacks than whites. . . . the magnitude of the criminal record penalty suffered by black applicants (60 percent) is roughly double the size of the penalty for whites with a record (30 percent)”); *see id.* at 200–201 (finding that personal contact plays an important role in mediating the effects of a criminal stigma in the hiring process, and that Black applicants are less often invited to interview, thereby having fewer opportunities to counteract the stigma by establishing rapport with the hiring official); Devah Pager, *Statement of Devah Pager, Professor of Sociology at Princeton University*, U.S. EQUAL EMP’T OPPORTUNITY COMM’N, <http://www.eeoc.gov/eeoc/meetings/11-20-08/pager.cfm> (last visited April 23, 2012) (discussing the results of the *Sequencing Disadvantage* study); DEVAH PAGER & BRUCE WESTERN, NYC COMMISSION ON HUMAN RIGHTS, RACE AT WORK, REALITIES OF RACE AND CRIMINAL RECORD IN THE NYC JOB MARKET 6, Figure 2 (2006), http://www.nyc.gov/html/cchr/pdf/race_report_web.pdf (finding that White testers *with* a felony conviction were called back 13% of the time, Hispanic testers *without* a criminal record were called back 14% of the time, and Black testers *without* a criminal record were called back 10% of the time).

⁵⁶ *Race & Color Discrimination*, *supra* note 15, § V.A.1.

⁵⁷ A 2006 study demonstrated that employers who are averse to hiring people with criminal records sometimes presumed, in the absence of evidence to the contrary, that African American men applying for jobs have disqualifying criminal records. Harry J. Holzer et al., *Perceived Criminality, Criminal Background Checks, and the Racial Hiring Practices of Employers*, 49 J.L. & ECON. 451 (2006), <http://www.jstor.org/stable/pdfplus/10.1086/501089.pdf>; *see also* HARRY HOLZER ET AL., URBAN INST., EMPLOYER DEMAND FOR EX-OFFENDERS: RECENT EVIDENCE FROM LOS ANGELES 6–7 (2003), http://www.urban.org/UploadedPDF/410779_ExOffenders.pdf (describing the results of an employer survey where over 40% of the employers indicated that they would “probably not” or “definitely not” be willing to hire an applicant with a criminal record).

⁵⁸ The Commission has not done matched-pair testing to investigate alleged discriminatory employment practices. However, it has issued an Enforcement Guidance that discusses situations where individuals or organizations file charges on the basis of matched-pair testing, among other practices. *See generally Enforcement Guidance: Whether “Testers” Can File Charges and Litigate Claims of Employment Discrimination*, U.S. EQUAL EMP’T OPPORTUNITY COMM’N (May 22, 1996), <http://www.eeoc.gov/policy/docs/testers.html>.

⁵⁹ 42 U.S.C. § 2000e-2(k)(1)(A)(i). If an employer successfully demonstrates that its policy or practice is job related for the position in question and consistent with business necessity, a Title VII plaintiff may still prevail by demonstrating that there is a less discriminatory “alternative employment practice” that serves the employer’s legitimate goals as effectively as the challenged practice but that the employer refused to adopt. *Id.* § 2000e-2(k)(1)(A)(ii).

⁶⁰ 401 U.S. 424, 431–32 (1971).

⁶¹ *Id.* at 431.

⁶² The Civil Rights Act of 1991, Pub. L. No. 102-166, § 105; *see also* *Lewis v. City of Chicago*, 130 S. Ct. 2191 (2010) (reaffirming disparate impact analysis); *Ricci v. DeStefano*, 557 U.S. 557 (2009) (same).

⁶³ 42 U.S.C. § 2000e-2(k)(1)(A)(i).

⁶⁴ The Commission presumes that employers use the information sought and obtained from its applicants and others in making an employment decision. *See* *Gregory v. Litton Sys. Inc.*, 316 F. Supp. 401, 403 (C.D. Cal. 1970). If an employer asserts that it did not factor the applicant's or employee's known criminal record into an employment decision, the EEOC will seek evidence supporting this assertion. For example, evidence that the employer has other employees from the same protected group with roughly comparable criminal records may support the conclusion that the employer did not use the applicant's or employee's criminal record to exclude him from employment.

⁶⁵ UNIF. CRIME REPORTING PROGRAM, FED. BUREAU OF INVESTIGATION, CRIME IN THE U.S. 2010, at Table 43a (2011), <http://www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2010/crime-in-the-u.s.-2010/tables/table-43/10tbl43a.xls>.

⁶⁶ U.S. CENSUS BUREAU, THE BLACK POPULATION: 2010, at 3 (2011), <http://www.census.gov/prod/cen2010/briefs/c2010br-06.pdf> (reporting that in 2010, “14 percent of all people in the United States identified as Black, either alone, or in combination with one or more races”).

⁶⁷ Accurate data on the number of Hispanics arrested and convicted in the United States is limited. *See* NANCY E. WALKER ET AL., NAT'L COUNCIL OF LA RAZA, LOST OPPORTUNITIES: THE REALITY OF LATINOS IN THE U.S. CRIMINAL JUSTICE SYSTEM 17–18 (2004), <http://www.policyarchive.org/handle/10207/bitstreams/20279.pdf> (explaining why “[i]t is very difficult to find any information – let alone accurate information – on the number of Latinos arrested in the United States”). The Department of Justice's Bureau of Justice Statistics' (BJS) *Sourcebook of Criminal Justice Statistics* and the FBI's Crime Information Services Division do not provide data for arrests by ethnicity. *Id.* at 17. However, the U.S. Drug Enforcement Administration (DEA) disaggregates data by Hispanic and non-Hispanic ethnicity. *Id.* at 18. According to DOJ/BJS, from October 1, 2008 to September 30, 2009, 45.5% of drug arrests made by the DEA were of Hispanics or Latinos. MARK MOTIVANS, BUREAU OF JUSTICE STATISTICS, U.S. DEP'T OF JUSTICE, FEDERAL JUSTICE STATISTICS, 2009 – STATISTICAL TABLES, at 6, Table 1.4 (2011), <http://bjs.ojp.usdoj.gov/content/pub/pdf/fjs09.pdf>. Accordingly, Hispanics were arrested for drug offenses by the DEA at a rate of three times their numbers in the general population. *See* U.S. CENSUS BUREAU, OVERVIEW OF RACE AND HISPANIC ORIGIN: 2010, at 3 (2011), <http://www.census.gov/prod/cen2010/briefs/c2010br-02.pdf> (reporting that in 2010, “there were 50.5 million Hispanics in the United States, composing 16 percent of the total population”). However, national statistics indicate that Hispanics have similar or lower drug usage rates compared to Whites. *See, e.g.*, SUBSTANCE ABUSE & MENTAL HEALTH SERVS.

ADMIN., U.S. DEP'T OF HEALTH & HUMAN SERVS., RESULTS FROM THE 2010 NATIONAL SURVEY ON DRUG USE AND HEALTH: SUMMARY OF NATIONAL FINDINGS 21, Figure 2.10 (2011), <http://oas.samhsa.gov/NSDUH/2k10NSDUH/2k10Results.pdf> (reporting, for example, that the usage rate for Hispanics in 2009 was 7.9% compared to 8.8% for Whites).

⁶⁸ See, e.g., HUMAN RIGHTS WATCH, DECADES OF DISPARITY: DRUG ARRESTS AND RACE IN THE UNITED STATES 1 (2009), http://www.hrw.org/sites/default/files/reports/us0309web_1.pdf (noting that the "[t]he higher rates of black drug arrests do not reflect higher rates of black drug offending . . . blacks and whites engage in drug offenses - possession and sales - at roughly comparable rates"); SUBSTANCE ABUSE & MENTAL HEALTH SERVS. ADMIN., U.S. DEP'T OF HEALTH & HUMAN SERVS., RESULTS FROM THE 2010 NATIONAL SURVEY ON DRUG USE AND HEALTH: SUMMARY OF NATIONAL FINDINGS 21 (2011), <http://oas.samhsa.gov/NSDUH/2k10NSDUH/2k10Results.pdf> (reporting that in 2010, the rates of illicit drug use in the United States among persons aged 12 or older were 10.7% for African Americans, 9.1% for Whites, and 8.1% for Hispanics); HARRY LEVINE & DEBORAH SMALL, N.Y. CIVIL LIBERTIES UNION, MARIJUANA ARREST CRUSADE: RACIAL BIAS AND POLICE POLICY IN NEW YORK CITY, 1997-2007, at 13-16 (2008), www.nyclu.org/files/MARIJUANA-ARREST-CRUSADE_Final.pdf (citing U.S. Government surveys showing that Whites use marijuana at higher rates than African Americans and Hispanics; however, the marijuana arrest rate of Hispanics is nearly three times the arrest rate of Whites, and the marijuana arrest rate of African Americans is five times the arrest rate of Whites).

⁶⁹ PREVALENCE OF IMPRISONMENT, *supra* note 4, at 1, 8. Due to the nature of available data, the Commission is using incarceration data as a proxy for conviction data.

⁷⁰ *Id.*

⁷¹ *Id.*

⁷² MARC MAUER & RYAN S. KING, THE SENTENCING PROJECT, UNEVEN JUSTICE: STATE RATES OF INCARCERATION BY RACE AND ETHNICITY 10 (2007), www.sentencingproject.org/Admin%5CDocuments%5Cpublications%5Crd_stateratesofinbyraceandethnicity.pdf.

⁷³ *Id.*

⁷⁴ PAUL GUERINO ET AL., BUREAU OF JUSTICE STATISTICS, U.S. DEP'T OF JUSTICE, PRISONERS IN 2010, at 27, Table 14 (2011), <http://bjs.ojp.usdoj.gov/content/pub/pdf/p10.pdf> (reporting that as of December 31, 2010, Black men were imprisoned at a rate of 3,074 per 100,000 Black male residents, Hispanic men were imprisoned at a rate of 1,258 per 100,000 Hispanic male residents, and White men were imprisoned at a rate of 459 per 100,000 White male residents); *cf.* ONE IN 31, *supra* note 4, at 5 ("Black adults are four times as likely as whites and nearly 2.5 times as likely as Hispanics to be under correctional control. One in 11 black adults -- 9.2 percent -- was under correctional control [probation, parole, prison, or jail] at year end 2007.").

⁷⁵ The Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. part 1607, provide that “[employers] should maintain and have available . . . information on [the] adverse impact of [their employment selection procedures].” 29 C.F.R. § 1607.15A. “Where [an employer] has not maintained [such records, the EEOC] may draw an inference of adverse impact of the selection process from the failure of [the employer] to maintain such data” *Id.* § 1607.4D.

⁷⁶ See, e.g., *El v. SEPTA*, 418 F. Supp. 2d 659, 668–69 (E.D. Pa. 2005) (finding that the plaintiff established a prima facie case of disparate impact with evidence from the defendant’s personnel records and national data sources from the U.S. Bureau of Justice Statistics and the Statistical Abstract of the U.S.), *aff’d on other grounds*, 479 F.3d 232 (3d Cir. 2007); *Green v. Mo. Pac. R.R.*, 523 F.2d 1290, 1294–95 (8th Cir. 1975) (concluding that the defendant’s criminal record exclusion policy had a disparate impact based on race by evaluating local population statistics and applicant data), *appeal after remand*, 549 F.2d 1158, 1160 (8th Cir. 1977).

⁷⁷ 457 U.S. 440, 442 (1982).

⁷⁸ *Id.* at 453–54

⁷⁹ 433 U.S. 321, 330 (1977).

⁸⁰ See, e.g., *Int’l Bhd. of Teamsters v. United States*, 431 U.S. 324, 365 (1977) (stating that “[a] consistently enforced discriminatory policy can surely deter job applications from those who are aware of it and are unwilling to subject themselves to the humiliation of explicit and certain rejection”).

⁸¹ 42 U.S.C. § 2000e-2(k)(1)(A)(i). See *Griggs v. Duke Power Co.*, 401 U.S. 424 (1971). See also 42 U.S.C. § 2000e(m) (defining the term “demonstrates” to mean “meets the burdens of production and persuasion”).

⁸² 422 U.S. 405 (1975).

⁸³ 433 U.S. 321 (1977).

⁸⁴ 137 CONG. REC. 15273 (1991) (statement of Sen. Danforth) (“[T]he terms ‘business necessity’ and ‘job related’ are intended to reflect the concepts enunciated by the Supreme Court in *Griggs v. Duke Power Co.*, and in the other Supreme Court decisions prior to *Wards Cove Packing Co. v. Atonio*.” (citations omitted)). Section 105(b) of the Civil Rights Act of 1991 provides that only the interpretive memorandum read by Senator Danforth in the Congressional Record may be considered legislative history or relied upon in construing or applying the business necessity standard.

⁸⁵ 401 U.S. at 431, 436.

⁸⁶ 422 U.S. at 430–31 (endorsing the EEOC’s position that discriminatory tests are impermissible unless shown, by professionally acceptable methods, to predict or correlate with “important elements of work behavior which comprise or are relevant to the job or jobs for which candidates are being evaluated” (quoting 29 C.F.R. § 1607.4(c))).

⁸⁷ 433 U.S. at 331–32 (concluding that using height and weight as proxies for strength did not satisfy the business necessity defense because the employer failed to establish a correlation between height and weight and the necessary strength, and also did not specify the amount of strength necessary to perform the job safely and efficiently).

⁸⁸ *Id.* at 331 n.14.

⁸⁹ 523 F.2d 1290, 1293 (8th Cir. 1975). “In response to a question on an application form, Green [a 29-year-old African American man] disclosed that he had been convicted in December 1967 for refusing military induction. He stated that he had served 21 months in prison until paroled on July 24, 1970.” *Id.* at 1292–93.

⁹⁰ *Green v. Mo. Pac. R.R.*, 549 F.2d 1158, 1160 (8th Cir. 1977) (upholding the district court’s injunction prohibiting the employer from using an applicant’s conviction record as an absolute bar to employment but allowing it to consider a prior criminal record as a factor in making individual hiring decisions, as long as the defendant took these three factors into account).

⁹¹ *Id.* (referring to completion of the sentence rather than completion of parole).

⁹² *Id.*

⁹³ 479 F.3d 232 (3d Cir. 2007).

⁹⁴ *Id.* at 235.

⁹⁵ *Id.* at 235, 236.

⁹⁶ *Id.* at 235.

⁹⁷ *Id.* at 244.

⁹⁸ *Id.* at 244–45.

⁹⁹ *Id.* at 247. *Cf.* Shawn Bushway et al., *The Predictive Value of Criminal Background Checks: Do Age and Criminal History Affect Time to Redemption?*, 49 *CRIMINOLOGY* 27, 52 (2011) [hereinafter *The Predictive Value of Criminal Background Checks*] (“Given the results of the current as well as previous [recidivism] studies, the 40-year period put forward in *El v. SEPTA* (2007) . . . seems too old of a score to be still in need of settlement.”).

¹⁰⁰ *El*, 479 F.3d at 248.

¹⁰¹ Some states have enacted laws to limit employer inquiries concerning all or some arrest records. *See* BACKGROUND CHECKS, *supra* note 25, at 48–49. At least 13 states have statutes explicitly prohibiting arrest record inquiries and/or dissemination subject to certain exceptions. *See, e.g.*, Alaska (ALASKA STAT. § 12.62.160(b)(8)); Arkansas (ARK. CODE ANN. § 12-12-1009(c)); California (CAL. LAB. CODE § 432.7(a)); Connecticut (CONN. GEN. STAT. § 46a-80(e)); Illinois (775 ILL. COMP. STAT. § 5/2-103(A)) (dealing with arrest records that have been ordered expunged, sealed, or impounded); Massachusetts (MASS. GEN. LAWS ch. 151B § 4(9)); Michigan (MICH COMP. LAWS § 37.2205a(1) (applying to misdemeanor arrests only)); Nebraska (NEB. REV. STAT. § 29-3523(2)) (ordering no dissemination of arrest records under certain conditions and specified time periods); New York (N.Y. EXEC. LAW § 296(16)); North Dakota (N.D. CENT. CODE § 12-60-16.6(2)); Pennsylvania (18 PA. CONS. STAT. § 9121(b)(2)); Rhode Island (R.I. GEN. LAWS § 28-5-7(7)), and Wisconsin (WIS. STAT. §§ 111.321, 111.335a).

¹⁰² *See* United States v. Armstrong, 517 U.S. 456, 464 (1996) (discussing federal prosecutors’ broad discretionary authority to determine whether to prosecute cases and whether to bring charges before a grand jury); Bordenkircher v. Hayes, 434 U.S. 357, 364 (1978) (explaining same for state prosecutors); *see also* THOMAS H. COHEN & TRACEY KYCKELHAHN, BUREAU OF JUSTICE STATISTICS, U.S. DEP’T OF JUSTICE, FELONY DEFENDANTS IN LARGE URBAN COUNTIES, 2006, at 10, Table 11 (2010), <http://bjs.ojp.usdoj.gov/content/pub/pdf/fdluc06.pdf> (reporting that in the 75 largest counties in the country, nearly one-third of the felony arrests did not result in a conviction because the charges against the defendants were dismissed).

¹⁰³ *Schwartz v. Bd. of Bar Exam’rs*, 353 U.S. 232, 241 (1957) (“The mere fact that a [person] has been arrested has very little, if any, probative value in showing that he has engaged in any misconduct.”); *United States v. Hynes*, 467 F.3d 951, 957 (6th Cir. 2006) (upholding a preliminary jury instruction that stated that a “defendant is presumed to be innocent unless proven guilty. The indictment against the Defendant is only an accusation, nothing more. It’s not proof of guilt or anything else.”); *see* *Gregory v. Litton Sys. Inc.*, 316 F. Supp. 401, 403 (C.D. Cal. 1970) (“[I]nformation concerning a prospective employee’s record of arrests without convictions, is irrelevant to [an applicant’s] suitability or qualification for employment.”), *modified on other grounds*, 472 F.2d 631 (9th Cir. 1972); *Dozier v. Chupka*, 395 F. Supp. 836, 850 n.10 (S.D. Ohio 1975) (stating that the use of arrest records was too crude a predictor of an employee’s predilection for theft where there were no procedural safeguards to prevent reliance on unwarranted arrests); *City of Cairo v. Ill. Fair Empl. Prac. Comm.*, 8 Empl. Prac. Dec. (CCH) ¶ 9682 (Ill. App. Ct. 1974) (concluding that, where applicants sought to become police officers, they could not be absolutely barred from appointment solely because they had been arrested, as distinguished from convicted); *see also* EEOC Dec. 74-83, ¶ 6424 (CCH) (1983) (finding no business justification for an employer’s unconditional termination of all employees with arrest records (all five employees terminated were Black), purportedly to reduce thefts in the workplace; the employer produced no evidence that these particular employees had been involved in any of the thefts, or that all people who are arrested but not convicted are prone towards crime in the future); EEOC Dec. 76-87, ¶ 6665 (CCH) (1983) (holding that an applicant who sought to become a police officer could not be rejected based on one arrest five years earlier

for riding in a stolen car when he asserted that he did not know that the car was stolen and the charge was dismissed).

¹⁰⁴ See STATE CRIMINAL HISTORY, *supra* note 37, at 2; see also BACKGROUND CHECKS, *supra* note 25, at 17.

¹⁰⁵ See *supra* notes 39–40.

¹⁰⁶ See *Clark v. Arizona*, 548 U.S. 735, 766 (2006) (“The first presumption [in a criminal case] is that a defendant is innocent unless and until the government proves beyond a reasonable doubt each element of the offense charged. . . .”). See also FED. R. CRIM P 11 (criminal procedure rule governing pleas). The Supreme Court has concluded that criminal defendants have a Sixth Amendment right to effective assistance of counsel during plea negotiations. See generally *Lafler v. Cooper*, 132 S. Ct. 1376 (2012); *Missouri v. Frye*, 132 S. Ct. 1399 (2012).

¹⁰⁷ See *supra* text accompanying note 39.

¹⁰⁸ See e.g., HAW. REV. STAT. § 378-2.5(b). Under this provision, the employer may withdraw the offer of employment if the prospective employee has a conviction record “that bears a rational relationship to the duties and responsibilities of the position.” *Id.* See also CONN. GEN. STAT. § 46a-80(b) (“[N]o employer . . . shall inquire about a prospective employee’s past convictions until such prospective employee has been deemed otherwise qualified for the position.”); MINN. STAT. § 364.021(a) (“[A] public employer may not inquire or consider the criminal record or criminal history of an applicant for public employment until the applicant has been selected for an interview by the employer.”). State fair employment practices agencies have information about applicable state law.

¹⁰⁹ See generally NAT’L LEAGUE OF CITIES & NAT’L EMP’T LAW PROJECT, CITIES PAVE THE WAY: PROMISING REENTRY POLICIES THAT PROMOTE LOCAL HIRING OF PEOPLE WITH CRIMINAL RECORDS (2010), www.nelp.org/page/-/SCLP/2010/CitiesPavetheWay.pdf?nocdn=1 (identifying local initiatives that address ways to increase employment opportunities for individuals with criminal records, including delaying a background check until the final stages of the hiring process, leveraging development funds, and expanding bid incentive programs to promote local hiring priorities); NAT’L EMP’T LAW PROJECT, CITY AND COUNTY HIRING INITIATIVES (2010), www.nelp.org/page/-/SCLP/CityandCountyHiringInitiatives.pdf (discussing the various city and county initiatives that have removed questions regarding criminal history from the job application and have waited until after a conditional offer of employment has been made to conduct a background check and inquire about the applicant’s criminal background).

¹¹⁰ Several federal laws automatically prohibit employing individuals with certain felony convictions or, in some cases, misdemeanor convictions. See, e.g., 5 U.S.C. § 7371(b) (requiring the mandatory removal of any federal law enforcement officer who is convicted of a felony); 46 U.S.C. § 70105(c)(1)(A) (mandating that individuals who have been convicted of espionage, sedition, treason or terrorism be permanently disqualified from receiving a biometric transportation security card and thereby excluded from port work employment); 42 U.S.C.

§ 13726(b)(1) (disqualifying persons with felony convictions or domestic violence convictions from working for a private prisoner transport company); 25 U.S.C. § 3207(b) (prohibiting individuals with a felony conviction, or any of two or more misdemeanor convictions, from working with Indian children if their convictions involved crimes of violence, sexual assault, molestation, exploitation, contact or prostitution, crimes against persons, or offenses committed against children); 18 U.S.C. § 922(g)(1), (9) (prohibiting an individual convicted of a felony or a misdemeanor for domestic violence from possessing a firearm, thereby excluding such individual from a wide range of jobs that require such possession); 18 U.S.C. § 2381 (prohibiting individuals convicted of treason from “holding any office under the United States”). Other federal laws prohibit employing individuals with certain convictions for a defined time period. *See, e.g.*, 5 U.S.C. § 7313(a) (prohibiting individuals convicted of a felony for inciting a riot or civil disorder from holding any position in the federal government for five years after the date of the conviction); 12 U.S.C. § 1829 (requiring a ten-year ban on employing individuals in banks if they have certain financial-related convictions); 49 U.S.C. § 44936(b)(1)(B) (imposing a ten-year ban on employing an individual as a security screener for an air carrier if that individual has been convicted of specified crimes).

¹¹¹ *See* 29 C.F.R. § 1607.5 (describing the general standards for validity studies).

¹¹² *Id.*

¹¹³ *Id.* § 1607.6B. The following subsections state:

(1) *Where informal or unscored procedures are used.* When an informal or unscored selection procedure which has an adverse impact is utilized, the user should eliminate the adverse impact, or modify the procedure to one which is a formal, scored or quantified measure or combination of measures and then validate the procedure in accord with these guidelines, or otherwise justify continued use of the procedure in accord with Federal law.

(2) *Where formal and scored procedures are used.* When a formal and scored selection procedure is used which has an adverse impact, the validation techniques contemplated by these guidelines usually should be followed if technically feasible. Where the user cannot or need not follow the validation techniques anticipated by these guidelines, the user should either modify the procedure to eliminate adverse impact or otherwise justify continued use of the procedure in accord with Federal law.

Id. § 1607.6A, B(1)–(2).

¹¹⁴ *See, e.g.*, Brent W. Roberts et al., *Predicting the Counterproductive Employee in a Child-to-Adult Prospective Study*, 92 J. APPLIED PSYCHOL. 1427, 1430 (2007), <http://internal.psychology.illinois.edu/~broberts/Roberts.%20Harms.%20Caspi.%20&%20Moffitt.%202007.pdf> (finding that in a study of New Zealand residents from birth to age 26, “[a]dolescent criminal convictions were unrelated to committing counterproductive activities at work [such as tardiness, absenteeism, disciplinary problems, etc.]. In fact, according to the

[results of the study], people with an adolescent criminal conviction record were less likely to get in a fight with their supervisor or steal things from work.”).

¹¹⁵ See OHIO REV. CODE ANN. § 2913.02.

¹¹⁶ 523 F.2d at 1298 (stating that “[w]e cannot conceive of any business necessity that would automatically place every individual convicted of any offense, except a minor traffic offense, in the permanent ranks of the unemployed”).

¹¹⁷ 479 F.3d at 247.

¹¹⁸ See, e.g., Keith Soothill & Brian Francis, *When do Ex-Offenders Become Like Non-Offenders?*, 48 HOWARD J. OF CRIM. JUST., 373, 380–81 (2009) (examining conviction data from Britain and Wales, a 2009 study found that the risk of recidivism declined for the groups with prior records and eventually converged within 10 to 15 years with the risk of those of the nonoffending comparison groups); Alfred Blumstein & Kiminori Nakamura, *Redemption in the Presence of Widespread Criminal Background Checks*, 47 CRIMINOLOGY 327 (2009) (concluding that there may be a “point of redemption” (i.e., a point in time where an individual’s risk of re-offending or re-arrest is reasonably comparable to individuals with no prior criminal record) for individuals arrested for certain offenses if they remain crime free for a certain number of years); Megan C. Kurlychek, Robert Brame & Shawn D. Bushway, *Enduring Risk? Old Criminal Records and Predictions of Future Criminal Involvement*, 53 CRIME & DELINQUENCY 64 (2007) (analyzing juvenile police contacts and Racine, Wisconsin police contacts for an aggregate of crimes for 670 males born in 1942 and concluding that, after seven years, the risk of a new offense approximates that of a person without a criminal record); Megan C. Kurlychek et al., *Scarlet Letters and Recidivism: Does an Old Criminal Record Predict Future Offending?*, 5 CRIMINOLOGY & PUB. POL’Y 483 (2006) (evaluating juvenile police contacts and arrest dates from Philadelphia police records for an aggregate of crimes for individuals born in 1958, a 2006 study concluded that the risk of recidivism decreases over time and that, six or seven years after an arrest, an individual’s risk of re-arrest approximates that of an individual who has never been arrested).

¹¹⁹ *Griggs*, 401 U.S. at 431.

¹²⁰ 523 F.2d at 1298; see also *Field v. Orkin Extermination Co.*, No. Civ. A. 00-5913, 2002 WL 32345739, at *1 (E.D. Pa. Feb. 21, 2002) (unpublished) (“[A] blanket policy of denying employment to any person having a criminal conviction is a [*per se*] violation of Title VII.”). The only exception would be if such an exclusion were required by federal law or regulation. See, e.g., *supra* note 110.

¹²¹ Cf. *Field*, 2002 WL 32345739, at *1. In *Field*, an employee of ten years was fired after a new company that acquired her former employer discovered her 6-year-old felony conviction. The new company had a blanket policy of firing anyone with a felony conviction less than 10 years old. The court granted summary judgment for the employee because the employer’s argument that her conviction was related to her job qualifications was “weak at best,” especially

given her positive employment history with her former employer. *Id.*

¹²² Recidivism rates tend to decline as ex-offenders' ages increase. A 2011 study found that an individual's age at conviction is a variable that has a "substantial and significant impact on recidivism." *The Predictive Value of Criminal Background Checks*, *supra* note 99, at 43. For example, the 26-year-olds in the study, with no prior criminal convictions, had a 19.6% chance of reoffending in their first year after their first conviction, compared to the 36-year-olds who had an 8.8% chance of reoffending during the same time period, and the 46-year-olds who had a 5.3% of reoffending. *Id.* at 46. *See also* PATRICK A. LANGAN & DAVID J. LEVIN, BUREAU OF JUSTICE STATISTICS, U.S. DEP'T OF JUSTICE, SPECIAL REPORT: RECIDIVISM OF PRISONERS RELEASED IN 1994, at 7 (2002), <http://bjs.ojp.usdoj.gov/content/pub/pdf/rpr94.pdf> (finding that, although 55.7% of ex-offenders aged 14–17 released in 1994 were reconvicted within three years, the percentage declined to 29.7% for ex-offenders aged 45 and older who were released the same year).

Consideration of an applicant's age at the time the offense occurred or at his release from prison would benefit older individuals and, therefore, would not violate the Age Discrimination in Employment Act of 1967, *as amended*, 29 U.S.C. § 621 *et seq.* *See* Age Discrimination in Employment Act, 29 C.F.R. § 1625.2 ("Favoring an older individual over a younger individual because of age is not unlawful discrimination under the ADEA, even if the younger individual is at least 40 years old."); *see also* Gen. Dynamics Land Sys., Inc. v. Cline, 540 U.S. 581, 600 (2004) (concluding that the ADEA does not preclude an employer from favoring an older employee over a younger one within the protected age group).

¹²³ *See* Laura Moskowitz, *Statement of Laura Moskowitz, Staff Attorney, National Employment Law Project's Second Chance Labor Project*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N, <http://www.eeoc.gov/eeoc/meetings/11-20-08/moskowitz.cfm> (last visited April 23, 2012) (stating that one of the factors that is relevant to the assessment of an ex-offender's risk to a workplace and to the business necessity analysis, is the "length and consistency of the person's work history, including whether the person has been recently employed"; also noting that various studies have "shown a strong relationship between employment and decreases in crime and recidivism"). *But see* Stephen J. Tripodi et al., *Is Employment Associated With Reduced Recidivism?: The Complex Relationship Between Employment and Crime*, 54 INT'L J. OF OFFENDER THERAPY AND COMP. CRIMINOLOGY 716, 716 (2010) (finding that "[b]ecoming employed after incarceration, although apparently providing initial motivation to desist from crime, does not seem to be on its own sufficient to prevent recidivism for many parolees").

¹²⁴ *See* WENDY ERISMAN & JEANNE BAYER CONTARDO, INST. FOR HIGHER EDUC. POLICY, LEARNING TO REDUCE RECIDIVISM: A 50 STATE ANALYSIS OF POSTSECONDARY CORRECTIONAL EDUCATION 5 (2005), <http://www.ihep.org/assets/files/publications/g-LearningReduceRecidivism.pdf> (finding that increasing higher education for prisoners enhances their prospects for employment and serves as a cost-effective approach to reducing recidivism); *see also* John H. Laud & Robert J. Sampson, *Understanding Desistance from Crime*, 28 CRIME & JUST. 1, 17–24 (2001), <http://www.ncjrs.gov/pdffiles1/Digitization/192542-192549NCJRS.pdf> (stating that factors associated with personal rehabilitation and social

stability, such as stable employment, family and community involvement, and recovery from substance abuse, are correlated with a decreased risk of recidivism).

¹²⁵ Some employers have expressed a greater willingness to hire ex-offenders who have had an ongoing relationship with third party intermediary agencies that provide supportive services such as drug testing, referrals for social services, transportation, child care, clothing, and food. See Amy L. Solomon et al., *From Prison to Work: The Employment Dimensions of Prisoner Reentry*, 2004 URBAN INST. 20, [http://www.urban.org/UploadedPDF/411097 From Prison to Work.pdf](http://www.urban.org/UploadedPDF/411097_From_Prison_to_Work.pdf). These types of services can help ex-offenders avoid problems that may interfere with their ability to obtain and maintain employment. *Id.*; see generally Victoria Kane, *Transcript of 7-26-11 Meeting*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N, <http://www.eeoc.gov/eeoc/meetings/7-26-11/transcript.cfm#kane> (last visited April 23, 2012) (describing why employers should partner with organizations that provide supportive services to ex-offenders).

¹²⁶ See generally REENTRY MYTHBUSTER! ON FEDERAL BONDING PROGRAM, *supra* note 16; *Work Opportunity Tax Credit (WOTC)*, EMP'T & TRAINING ADMIN., U.S. DEP'T OF LABOR, <http://www.doleta.gov/business/incentives/opptax/> (last visited April 3, 2012); *Directory of State Bonding Coordinators*, EMP'T & TRAINING ADMIN., U.S. DEP'T OF LABOR, <http://www.doleta.gov/usworkforce/onestop/FBPCcontact.cfm> (last visited April 3, 2012); *Federal Bonding Program - Background*, U.S. DEP'T OF LABOR, <http://www.bonds4jobs.com/program-background.html> (last visited April 3, 2012); *Bureau of Prisons: UNICOR's Federal Bonding Program*, http://www.bop.gov/inmate_programs/itb_bonding.jsp (last visited April 3, 2012).

¹²⁷ This example is loosely based on a study conducted by Alfred Blumstein and Kiminori Nakamura measuring the risk of recidivism for individuals who have committed burglary, robbery, or aggravated assault. See Blumstein & Nakamura, *supra* note 118.

¹²⁸ 42 U.S.C. § 2000e-2(k)(1)(A)(ii), (C). See also *Watson v. Fort Worth Bank & Trust*, 487 U.S. 977, 998 (1988).

¹²⁹ See Exec. Order No. 12,067, 3 C.F.R. 206 (1978 Comp.).

¹³⁰ See 49 U.S.C. §§ 44935(e)(2)(B), 44936(a)(1), (b)(1). The statute mandates a criminal background check.

¹³¹ See 5 U.S.C. § 7371(b) (requiring mandatory removal from employment of law enforcement officers convicted of felonies).

¹³² See 42 U.S.C. § 13041(c) (“Any conviction for a sex crime, an offense involving a child victim, or a drug felony may be grounds for denying employment or for dismissal of an employee. . .”).

¹³³ 12 U.S.C. § 1829.

¹³⁴ 46 U.S.C. § 70105(c).

¹³⁵ Other jobs and programs subject to federally-imposed restrictions based on criminal convictions include the business of insurance (18 U.S.C. § 1033(e)), employee benefits employee (29 U.S.C. § 1111(a)), participation in Medicare and state health care programs (42 U.S.C. § 1320a-7(a)-(b)), defense contractor (10 U.S.C. § 2408(a)), prisoner transportation (42 U.S.C. § 13726b(b)(1)), and court-imposed occupational restrictions (18 U.S.C. §§ 3563(b)(5), 3583(d)). This list is not meant to be exhaustive.

¹³⁶ *See, e.g.*, federal statutes governing commercial motor vehicle operator's licenses (49 U.S.C. § 31310(b)-(h)), locomotive operator licenses (49 U.S.C. § 20135(b)(4)(B)), and certificates, ratings, and authorizations for pilots, flight instructors, and ground instructors (49 U.S.C. §§ 44709(b)(2), 44710(b), 4711(c); 14 C.F.R. § 61.15).

¹³⁷ *See, e.g.*, federal statutes governing loan originator licensing/registration (12 U.S.C. § 5104(b)(2)), registration of brokers and dealers (15 U.S.C. § 78o(b)(4)(B)), registration of commodity dealers (7 U.S.C. § 12a(2)(D), (3)(D), (E), (H)), and registration of investment advisers (15 U.S.C. § 80b-3(e)(2)-(3), (f)).

¹³⁸ *See, e.g.*, custom broker's licenses (19 U.S.C. § 1641(d)(1)(B)), export licenses (50 U.S.C. App. § 2410(h)), and arms export (22 U.S.C. § 2778(g)).

¹³⁹ *See, e.g.*, grain inspector's licenses (7 U.S.C. § 85), merchant mariner's documents, licenses, or certificates of registry (46 U.S.C. § 7503(b)), licenses to import, manufacture, or deal in explosives or permits to use explosives (18 U.S.C. § 843(d)), and farm labor contractor's certificates of registration (29 U.S.C. § 1813(a)(5)). This list of federally-imposed restrictions on occupational licenses and registrations for individuals with certain criminal convictions is not meant to be exhaustive. For additional information, please consult the relevant federal agency or department.

¹⁴⁰ *See* 12 U.S.C. § 1829(a)(1). The statute imposes a ten-year ban for individuals who have been convicted of certain financial crimes such as corruption involving the receipt of commissions or gifts for procuring loans (18 U.S.C. § 215), embezzlement or theft by an officer/employee of a lending, credit, or insurance institution (18 U.S.C. § 657), false or fraudulent statements by an officer/employee of the federal reserve or a depository institution (18 U.S.C. § 1005), or fraud by wire, radio, or television that affects a financial institution (18 U.S.C. § 1343), among other crimes. *See* 12 U.S.C. § 1829(a)(2)(A)(i)(I), (II). Individuals who have either been convicted of the crimes listed in § 1829(a)(2)(A), or conspiracy to commit those crimes, will not receive an exception to the application of the 10-year ban from the FDIC. 12 U.S.C. § 1829(a)(2)(A).

¹⁴¹ *See* FED. DEPOSIT INS. CORP., FDIC STATEMENT OF POLICY FOR SECTION 19 OF THE FDI ACT, § C, "PROCEDURES" (amended May 13, 2011), <http://www.fdic.gov/regulations/laws/rules/5000-1300.html> [hereinafter FDIC POLICY]; *see also*

Statement of Policy, 63 Fed. Reg. 66,177, 66,184 (Dec. 1, 1998); Clarification of Statement of Policy, 76 Fed. Reg. 28,031 (May 13, 2011) (clarifying the FDIC's Statement of Policy for Section 19 of the FDI Act).

“Approval is automatically granted and an application [for a waiver] will not be required where [an individual who has been convicted of] the covered offense [criminal offenses involving dishonesty, breach of trust, or money laundering] . . . meets all of the [“*de minimis*”] criteria” set forth in the FDIC’s Statement of Policy. FDIC POLICY, *supra*, § B (5). These criteria include the following: (1) there is only one conviction or program of record for a covered offense; (2) the offense was punishable by imprisonment for a term of one year or less and/or a fine of \$1,000 or less, and the individual did not serve time in jail; (3) the conviction or program was entered at least five years prior to the date an application would otherwise be required; and (4) the offense did not involve an insured depository institution or insured credit union. *Id.* Additionally, an individual’s conviction for writing a “bad” check will be considered a *de minimis* offense, even if it involved an insured depository institution or insured credit union, if: (1) all other requirements of the *de minimis* offense provisions are met; (2) the aggregate total face value of the bad or insufficient funds check(s) cited in the conviction was \$1000 or less; and (3) no insured depository institution or insured credit union was a payee on any of the bad or insufficient funds checks that were the basis of the conviction. *Id.*

¹⁴² See FDIC POLICY, *supra* note 141, § C, “PROCEDURES.”

¹⁴³ *Id.* But cf. NAT’L H.I.R.E. NETWORK, PEOPLE WITH CRIMINAL RECORDS WORKING IN FINANCIAL INSTITUTIONS: THE RULES ON FDIC WAIVERS, <http://www.hirenetwork.org/FDIC.html> (“Institutions rarely seek a waiver, except for higher level positions when the candidate is someone the institution wants to hire. Individuals can only seek FDIC approval themselves if they ask the FDIC to waive the usual requirement. Most individuals probably are unaware that they have this right.”); FED. DEPOSIT INSUR. CORP. 2010 ANNUAL REPORT, § VI.A: KEY STATISTICS, FDIC ACTIONS ON FINANCIAL INSTITUTION APPLICATIONS 2008–2010 (2011), <http://www.fdic.gov/about/strategic/report/2010annualreport/chpt6-01.html> (reporting that between 2008 and 2010, the FDIC approved a total of 38 requests for consent to employ individuals with covered offenses in their background; the agency did not deny any requests during this time period).

¹⁴⁴ FDIC POLICY, *supra* note 141, § D, “EVALUATION OF SECTION 19 APPLICATIONS” (listing the factors that are considered in this waiver review process, which include: (1) the nature and circumstances underlying the offense; (2) “[e]vidence of rehabilitation including the person’s reputation since the conviction . . . the person’s age at the time of conviction . . . and the time which has elapsed since the conviction”; (3) the position to be held in the insured institution; (4) the amount of influence/control the individual will be able to exercise over management affairs; (5) management’s ability to control and supervise the individual’s activities; (6) the degree of ownership the individual will have in the insured institution; (7) whether the institution’s fidelity bond coverage applies to the individual; (8) the opinion of the applicable federal and/or state regulators; and (9) any other relevant factors).

¹⁴⁵ See 49 C.F.R. §§ 1515.7 (describing the procedures for waiver of criminal offenses, among other standards), 1515.5 (explaining how to appeal the Initial Determination of Threat Assessment based on a criminal conviction). In practice, some worker advocacy groups have criticized the TWIC appeal process due to prolonged delays, which leaves many workers jobless; especially workers of color. See generally MAURICE EMSELLEM ET AL., NAT'L EMP'T LAW PROJECT, A SCORECARD ON THE POST-911 PORT WORKER BACKGROUND CHECKS: MODEL WORKER PROTECTIONS PROVIDE A LIFELINE FOR PEOPLE OF COLOR, WHILE MAJOR TSA DELAYS LEAVE THOUSANDS JOBLESS DURING THE RECESSION (2009), http://nelpp.3cdn.net/2d5508b4cec6e13da6_upm6b20e5.pdf.

The Patient Protection and Affordable Care Act, Pub. L. No. 111-148, § 6201, 124 Stat. 721 (2010) (the Act) includes a process to appeal or dispute the accuracy of information obtained from criminal records. The Act requires participating states to perform background checks on applicants and current employees who have direct access to patients in long-term care facilities, such as nursing homes, to determine if they have been convicted of an offense or have other disqualifying information in their background, such as a finding of patient or resident abuse, that would disqualify them from employment under the Social Security Act or as specified by state law. See 42 U.S.C. § 1320a-7l(a)(3)(A), (a)(4)(B), (6)(A)–(E). The background check involves an individualized assessment of the relevance of a conviction or other disqualifying information. The Act protects applicants and employees in several ways, for example, by: (1) providing a 60-day provisional period of employment for the prospective employee, pending the completion of the criminal records check; (2) providing an independent process to appeal or dispute the accuracy of the information obtained in the criminal records check; and (3) allowing the employee to remain employed (subject to direct on-site supervision) during the appeals process. 42 U.S.C. § 1320a-7l(a)(4)(B)(iii), (iv).

¹⁴⁶ See 46 U.S.C. § 70105(d); see generally TWIC Program, 49 C.F.R. § 1572.103 (listing the disqualifying offenses for maritime and land transportation security credentials, such as convictions and findings of not guilty by reason of insanity for espionage, murder, or unlawful possession of an explosive; also listing temporarily disqualifying offenses, within seven years of conviction or five years of release from incarceration, including dishonesty, fraud, or misrepresentation (expressly excluding welfare fraud and passing bad checks), firearms violations, and distribution, intent to distribute, or importation of controlled substances).

¹⁴⁷ 46 U.S.C. § 70105(c)(1)(A)–(B).

¹⁴⁸ 46 U.S.C. § 70105(c)(1)(B)(iii).

¹⁴⁹ See 46 U.S.C. § 70105(c)(1)(A)(iv) (listing “Federal crime of terrorism” as a permanent disqualifying offense); see also 18 U.S.C. § 2332b(g)(5)(B) (defining “Federal crime of terrorism” to include the use of weapons of mass destruction under § 2332a).

¹⁵⁰ See 49 C.F.R. § 1515.7(a)(i) (explaining that only certain applicants with disqualifying crimes in their backgrounds may apply for a waiver; these applicants do not include individuals

who have been convicted of a Federal crime of terrorism as defined by 18 U.S.C. § 2332b(g)).

¹⁵¹ These positions are defined as “national security positions” and include positions that “involve activities of the Government that are concerned with the protection of the nation from foreign aggression or espionage, including development of defense plans or policies, intelligence or counterintelligence activities, and related activities concerned with the preservation of the military strength of the United States” or “require regular use of, or access to, classified information.” 5 C.F.R. § 732.102(a)(1)–(2). The requirements for “national security positions” apply to competitive service positions, Senior Executive Service positions filled by career appointment within the Executive Branch, and excepted service positions within the Executive Branch. *Id.* § 732.102(b). The head of each Federal agency can designate any position within that department or agency as a “sensitive position” if the position “could bring about, by virtue of the nature of the position, a material adverse effect on the national security.” *Id.* § 732.201(a). Designation of a position as a “sensitive position” will fall under one of three sensitivity levels: Special-Sensitive, Critical-Sensitive, or Noncritical-Sensitive. *Id.*

¹⁵² See Exec. Order No. 12,968, § 3.1(b), 3 C.F.R. 391 (1995 Comp.):

[E]ligibility for access to classified information shall be granted only to employees who are United States citizens for whom an appropriate investigation has been completed and whose personal and professional history affirmatively indicates loyalty to the United States, strength of character, trustworthiness, honesty, reliability, discretion, and sound judgment, as well as freedom from conflicting allegiances and potential for coercion, and willingness and ability to abide by regulations governing the use, handling, and protection of classified information. A determination of eligibility for access to such information is a discretionary security decision based on judgments by appropriately trained adjudicative personnel. Eligibility shall be granted only where facts and circumstances indicate access to classified information is clearly consistent with the national security interests of the United States, and any doubt shall be resolved in favor of the national security.

¹⁵³ 42 U.S.C. § 2000e-2(g); see, e.g., *Bennett v. Chertoff*, 425 F.3d 999, 1001 (D.C. Cir. 2005) (“[E]mployment actions based on denial of a security clearance are not subject to judicial review, including under Title VII.”); *Ryan v. Reno*, 168 F.3d 520, 524 (D.C. Cir. 1999) (“[A]n adverse employment action based on denial or revocation of a security clearance is not actionable under Title VII.”).

¹⁵⁴ See *Policy Guidance on the use of the national security exception contained in § 703(g) of Title VII of the Civil Rights Act of 1964, as amended*, U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, § II, *Legislative History* (May 1, 1989), http://www.eeoc.gov/policy/docs/national_security_exemption.html (“[N]ational security requirements must be applied equally without regard to race, sex, color, religion or national origin.”); see also *Jones v. Ashcroft*, 321 F. Supp. 2d 1, 8 (D.D.C. 2004) (indicating that the

national security exception did not apply because there was no evidence that the government considered national security as a basis for its decision not to hire the plaintiff at any time before the commencement of the plaintiff's lawsuit, where the plaintiff had not been forthright about an arrest).

¹⁵⁵ Federal contractor employees may challenge the denial of a security clearance with the EEOC or the Office of Contract Compliance Programs when the denial is based on race, color, religion, sex, or national origin. *See generally* Exec. Order No. 11,246, 3 C.F.R. 339 (1964–1965 Comp.).

¹⁵⁶ 42 U.S.C. § 2000e-16(a).

¹⁵⁷ Robert H. Shriver, III, *Written Testimony of Robert H. Shriver, III, Senior Policy Counsel for the U.S. Office of Personnel Management*, U.S. EQUAL EMP'T OPPORTUNITY COMM'N, <http://www.eeoc.gov/eeoc/meetings/7-26-11/shriver.cfm> (last visited April 23, 2012) (stating that “with just a few exceptions, criminal convictions do not automatically disqualify an applicant from employment in the competitive civil service”); *see also* REENTRY MYTHBUSTER! ON FEDERAL HIRING POLICIES, *supra* note 16 (“The Federal Government employs people with criminal records with the requisite knowledge, skills and abilities.”). *But see supra* note 110, listing several federal statutes that prohibit individuals with certain convictions from working as federal law enforcement officers or port workers, or with private prisoner transport companies.

¹⁵⁸ OPM has jurisdiction to establish the federal government's suitability policy for competitive service positions, certain excepted service positions, and career appointments in the Senior Executive Service. *See* 5 C.F.R. §§ 731.101(a) (stating that OPM has been directed “to examine ‘suitability’ for competitive Federal employment”), 731.101(b) (defining the covered positions within OPM's jurisdiction); *see also* Shriver, *supra* note 157.

OPM is also responsible for establishing standards that help agencies decide whether to grant their employees and contractor personnel long-term access to federal facilities and information systems. *See* Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors, 2 PUB. PAPERS 1765 (Aug. 27, 2004) (“establishing a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors [including contractor employees]”); *see also* Exec. Order No. 13,467, § 2.3(b), 3 C.F.R. 196 (2009 Comp.) (“[T]he Director of [OPM] . . . [is] responsible for developing and implementing uniform and consistent policies and procedures to ensure the effective, efficient, and timely completion of investigations and adjudications relating to determinations of suitability and eligibility for logical and physical access.”); *see generally* Shriver, *supra* note 157.

¹⁵⁹ 5 C.F.R. § 731.101(a).

¹⁶⁰ *See* 5 C.F.R. §§ 731.205(a) (stating that if an agency finds applicants unsuitable based on the factors listed in 5 C.F.R. § 731.202, it may, in its discretion, bar those applicants from federal employment for three years), § 731.202(b) (disqualifying factors from federal civilian

employment may include: misconduct or negligence in employment; material, intentional false statement, or deception or fraud in examination or appointment; refusal to furnish testimony as required by 5 C.F.R. § 5.4; alcohol abuse without evidence of substantial rehabilitation; illegal use of narcotics, drugs, or other controlled substances; and knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force).

¹⁶¹ See *id.* § 731.202(c).

¹⁶² *Id.*

¹⁶³ See generally Shriver, *supra* note 157. See also REENTRY MYTHBUSTER! ON FEDERAL HIRING POLICIES, *supra* note 16 (“Consistent with Merit System Principles, [federal] agencies [and departments] are required to consider people with criminal records when filling positions if they are the best candidates and can comply with requirements.”).

¹⁶⁴ See generally *EEOC Informal Discussion Letter* (March 19, 2007), http://www.eeoc.gov/eeoc/foia/letters/2007/arrest_and_conviction_records.html#N1 (discussing the EEOC’s concerns with changes to OPM’s suitability regulations at 5 CFR part 731).

¹⁶⁵ See Stephen Saltzburg, *Transcript of 7-26-11 Meeting*, U.S. EQUAL EMP’T OPPORTUNITY COMM’N, <http://www.eeoc.gov/eeoc/meetings/7-26-11/transcript.cfm#saltzburg> (last visited April 23, 2012) (discussing the findings from the American Bar Association’s (ABA) Collateral Consequences of Conviction Project, which found that in 17 states that it has examined to date, 84% of the collateral sanctions against ex-offenders relate to employment). For more information about the ABA’s project, visit: Janet Levine, *ABA Criminal Justice Section Collateral Consequences Project*, INST. FOR SURVEY RESEARCH, TEMPLE UNIV., <http://isrweb.isr.temple.edu/projects/accproject/> (last visited April 20, 2012). In April 2011, Attorney General Holder sent a letter to every state Attorney General, with a copy to every Governor, asking them to “evaluate the collateral consequences” of criminal convictions in their state, such as employment-related restrictions on ex-offenders, and “to determine whether those [consequences] that impose burdens on individuals . . . without increasing public safety should be eliminated.” Letter from Eric H. Holder, Jr., Att’y Gen., Dep’t of Justice, to state Attorney Generals and Governors (April 18, 2011), http://www.nationalreentryresourcecenter.org/documents/0000/1088/Reentry_Council_AG_Letter.pdf.

Most states regulate occupations that involve responsibility for vulnerable citizens such as the elderly and children. See STATE CRIMINAL HISTORY, *supra* note 37, at 10 (“Fifty states and the District of Columbia reported that criminal history background checks are legally required” for several occupations such as nurses/elder caregivers, daycare providers, caregivers in residential facilities, school teachers, and nonteaching school employees). For example, Hawaii’s Department of Human Services may deny applicants licensing privileges to operate a childcare facility if: (1) the applicant or any prospective employee has been convicted of a crime other than a minor traffic violation or has been confirmed to have abused or neglected a child or threatened harm; and (2) the department finds that the criminal history or child abuse record of

the applicant or prospective employee may pose a risk to the health, safety, or well-being of children. *See* HAW. REV. STAT. § 346-154(e)(1)-(2).

¹⁶⁶ 42 U.S.C. § 2000e-7.

¹⁶⁷ *See* Int'l Union v. Johnson Controls, Inc., 499 U.S. 187, 210 (1991) (noting that “[i]f state tort law furthers discrimination in the workplace and prevents employers from hiring women who are capable of manufacturing the product as efficiently as men, then it will impede the accomplishment of Congress’ goals in enacting Title VII”); *Gulino v. N.Y. State Educ. Dep’t*, 460 F.3d 361, 380 (2d Cir. 2006) (affirming the district court’s conclusion that “the mandates of state law are no defense to Title VII liability”).