RESOLUTIONS ADOPTED BY CITY COUNCIL MAY 26, 2009

R131-09 RESOLUTION ADOPTING 2009 MUNICIPAL BUDGET **(HELD OVER TO JUNE 9, 2009)**

R132-09 RESOLUTION AUTHORIZING THE CLERK OF THE CITY OF LONG BRANCH IRENE JOLINE TO EXECUTE A PROPERTY OWNER'S CERTIFICATION FOR 14-18 RENWICK PLACE (BLOCK 489, LOT 2.01)

R133-09 RESOLUTION TO REFUND OVERPAYMENT OF 2008 TAXES (BLOCK 3 LOT 7)

R134-09 RESOLUTION APPOINTING CLASS I SPECIAL POLICE OFFICER FOR THE CITY OF LONG BRANCH

R135-09 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH HARBOR MANSION FOR THE 2009 SUMMER SEASON

R136-09 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH BATH & TENNIS CLUB FOR THE 2009 SUMMER SEASON

R137-09 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH FOR THE 2009 SUMMER SEASON

R138-09 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE CONDOMINIUMS FOR THE 2009 SUMMER SEASON

R139-09 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT THE VILLA'S FOR THE 2009 SUMMER SEASON

R140-09 RESOLUTION TO REFUND OVERPAYMENT OF 2009 TAXES (BLOCK 147, LOT 9.02, BLOCK 152, LOT 6, BLOCK 164, LOT 13, BLOCK 179, LOT 15, BLOCK 229, LOT 15, BLOCK 241, LOT 12, BLOCK 267, LOT 2, BLOCK 301.02, LOT 1.408, BLOCK 363, LOT 13, BLOCK 376, LOT 35, BLOCK 489, LOT 9.45)

R141-09 RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY

R142-09 RESOLUTION ACCEPTING PLANS PREPARED BY BIRDSALL ENGINEERING FOR THE PURPOSE OF OBTAINING BIDS FOR THE IMPROVEMENTS TO MUNICIPAL COURT

R143-09 RESOLUTION REJECTING BIDS FOR IMPROVEMENTS TO THE LONG BRANCH MUNICIPAL COURT COURTROOM

R144-09 RESOLUTION AWARDING BID TO RUSSELL REID WASTE HAULING & DISPOSAL SERVICE., INC. FOR TWO TWENTY FOUR FOOT RESTROOM TRAILERS

R145-09 RESOLUTION APPROVAL PAYMENT OF BILLS

R146-09 RESOLUTION AUTHORIZING USE OF COMPETITIVE CONTRACTING FOR BEACH EQUIPMENT CONCESSION

R147-09 RESOLUTION AWARDING BID FOR TWENTY FOUR MONTH CONTRACT FOR THE PURCHASE OF UNIFORMS FOR BLUE COLLAR WORKERS

R# 132-09

RESOLUTION AUTHORIZING THE CLERK OF THE CITY OF LONG BRANCH IRENE JOLINE TO EXECUTE A PROPERTY OWNER'S CERTIFICATION FOR 14-18 RENWICK PLACE (BLOCK 489, LOT 2.01)

WHEREAS, the Long Branch Zoning Board has recently granted approval for a townhouse development located at 14-18 Renwick Place (Block 489, Lot 2.01) within the City of Long Branch; and

WHEREAS, site improvements for the project include work within the Right of Way of Renwick Place; and

WHEREAS, a part of the New Jersey Department of Environmental Protection's approval, a property owner's Certification is required for Renwick Place in the form annexed hereto and made a part hereof; and

WHEREAS, the City Engineering firm of Birdsall Engineering has reviewed the Certification and approved the substantive answers to questions 1 through 4 therein; and

WHEREAS, the Resolution needs to be executed by the Clerk of the City of Long Branch; and

WHEREAS, the Clerk of the City of Long Branch and the City attorney for the City of Long Branch have determined that it is in the best interest of the City to have a Resolution authorizing the Clerk to execute the property owner's Certification on behalf of the City of Long Branch as it relates to the Right of Way owned by the City of Long Branch.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch in the County of Monmouth and State of New Jersey, that the Clerk of the City of Long Branch be and is the same is hereby authorized to execute the property owner's Certification in the form annexed hereto and made a part hereof for the applicant 14-18 Renwick Place, LLC's proposed townhouse development on Block 489, Lot 2.01 which has been approved by the Long Branch Board of Adjustment.

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF May 2009
CITY CLERK, R.M.C.

MOVED: BROWN

SECONDED: UNGER

AND ADOPTED UPON THE FOLLOWING ROLL CALL

AYES: 3

NAYES: 0

ABSENT: 2 - DESTEFANO, GIORDANO

ABSTAIN: 0

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BIRDSALL SERVICES GROUP

BIRDSALL ENGINEERING • DI STASIO & VAN BUREN • LGA ENGINEERING • MORRIS, JOHNSON & ASSOCIATES • PMK GROUP

City of Long Branch
344 Broadway
Long Branch, NJ 07740

May 13, 2009
Job No. 2-06544-200024

Attn: Irene Joline, RMC
City Clerk

Re: 14-18 Renwick Place (Block 489, Lot 2.01)
Property Owner's Certification

Dear Ms. Joline:

The Long Branch Zoning Board recently granted approval for a townhouse development located at the above-referenced property. The site improvements for the project include work within the right-of-way of Renwick Place. As part of the NJDEP approval, a Property Owner's Certification is required for Renwick Place.

Enclosed herewith, please find a Property Owner's Certification (POC) that requires your signature. Please note that we have answered questions one through four. With regard to your execution of the POC, we contacted Mr. Aaron to determine if a resolution is required authorizing you to sign the form, which Mr. Aaron indicated would be required.

The Applicant's attorney, Joseph Meehan, will pick up the executed original from your office when it is available. Copies of the form should be forwarded to the Office of Planning & Zoning and Birdsall Engineering.

Should you have any questions, please contact the undersigned at (732) 380-1700, ext. 1206.

Very truly yours,

BIRDSALL ENGINEERING, INC.

Richard E. Brown, P.E., P.P., C.M.E.
City Engineer

REB:skn
Enclosure

c: Howard H. Woolley, Jr., Business Administrator
Carl Turner, Jr., Assistant Planning Director
James G. Aaron, Esq., City Attorney
Michele Bernich, P.E., Zoning Officer
Michael Irene, Esq., Zoning Board Attorney
Loretta Woodward, Zoning Board Administrative Officer
Joseph Meehan, Esq., Applicant's Attorney *(Tel. 732-229-3245)*
Robert Yuro, P.E., Applicant's Engineer
Annette G. Kavanagh, Permit Coordinator, Environmental Management Group

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PROPOSED LONG BRANCH TOWNHOMES
BLOCK 489, TAX MAP LOTS 2.01, 7.01 & 7.02
CITY OF LONG BRANCH
MONMOUTH COUNTY, NEW JERSEY
KZA FILE: 05-0632
EMG FILE: 07-111

APPLICANT:
14-18 RENWICK PLACE, LLC
PO BOX 517
ALLENWOOD, NJ 08720

PROPERTY OWNER OF RENWICK PLACE:
CITY OF LONG BRANCH
344 BROADWAY
LONG BRANCH, NJ 07740-6994

PROPERTY OWNER'S CERTIFICATION

I hereby certify that the undersigned is the owner of the property upon which the proposed work is to done. This endorsement is certification that the owner grants permission for the conduct of the proposed activity. In addition, I hereby give unconditional written consent to allow access to the site by representatives or agents of the Department for the purpose of conducting a site inspection or survey of the project site.

In addition, the undersigned property owner certifies:

1. Whether any work is to be done within an easement – Yes _____ No X
2. Whether any part of the entire project (e.g., pipeline, roadway, cable, transmission line, structure, etc.) will be located within property belonging to the State of New Jersey – Yes _____ No X
3. Whether any work is to be done on any property owned by any public agency that would be encumbered by Green Acres - Yes _____ No X
4. Whether any part of this project requires a Section 106 (National Register of Historic Places) Determination as part of a federal permit or approval – Yes _____ No X

_____ Date

_____ Signature of Property Owner

_____ Print Name

_____ Print Address

R# 133-09

RESOLUTION TO REFUND OVERPAYMENT OF 2008 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 shown below due to an overpayment of 2008 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue a check to the taxpayer shown(s) below and charge 2008 taxes in the total amount of $250.00 and,

BLOCK	LOT	NAME	AMOUNT
3	7	Jack & Claudette Grazi 5 Lincoln Gardens Long Branch, NJ 07740	250.00

OFFERED: BROWN
SECOND: UNGER
AYES: 3
NAYES: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF MAY 2009

CITY CLERK

R# 134-09

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

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby the following individual as a Class I Special Police Officer for the City of Long Branch effective June 1, 2009.

Francis Palumbo

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 28th DAY OF May, 2009

Irene A. Joline

CITY CLERK, R.M.C.

R# 135-09

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT HARBOR MANSION FOR THE 2009 SUMMER SEASON

WHEREAS, Harbor Mansion located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Harbor Mansion; and

WHEREAS, Harbor Mansion wishes to utilize on its behalf of the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, Harbor Mansion agrees to pay the City of Long Branch a sum of $85.00 per hour for the services rendered by the City of Long Branch; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with Harbor Mansion will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Harbor Mansion, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27TH DAY OF MAY 2009

CITY CLERK, R.M.C.

R# 136-09

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH BATH & TENNIS CLUB FOR THE 2009 SUMMER SEASON

WHEREAS, Monmouth Beach Bath & Tennis Club is adjacent to the beach of the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of Monmouth Beach Bath & Tennis Club; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Monmouth Beach Bath & Tennis Club; and

WHEREAS, the Monmouth Beach Bath & Tennis Club wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, the Monmouth Beach Bath & Tennis Club agrees to pay the City of Long Branch a sum of $85.00 per hour for services rendered by the City of Long Branch; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Monmouth Beach Bath & Tennis Club will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Monmouth Beach Bath & Tennis Club, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27TH DAY OF MAY 2009

CITY CLERK, R.M.C.

R# 137-09

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH FOR THE 2009 SUMMER SEASON

WHEREAS, the beachfront and beach area of Monmouth Beach is adjacent to the beach of the City of Long Branch; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Monmouth Beach; and

WHEREAS, the Borough of Monmouth Beach wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, the Borough of Monmouth Beach agrees to pay the City of Long Branch a sum of $85.00 per hour for services rendered by the City of Long Branch; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Borough of Monmouth Beach will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Monmouth Beach, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27TH DAY OF MAY, 2009

CITY CLERK, R.M.C.

R# 138-09

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE CONDOMINIUMS FOR THE 2009 SUMMER SEASON

WHEREAS, Ocean Cove Condominiums located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Ocean Cove Condominiums; and

WHEREAS, Ocean Cove Condominiums wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, Ocean Cove Condominiums agrees to pay the City of Long Branch a sum of $85.00 per hour for services rendered by the City of Long Branch; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Ocean Cove Condominiums will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Ocean Cove Condominiums, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27TH DAY OF May 2009

Irene A. Joline
CITY CLERK, R.M.C.

R# 139-09

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT THE VILLA'S FOR THE 2009 SUMMER SEASON

WHEREAS, the Villa's located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at the Villas; and

WHEREAS, the Villa's wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, the Villa's agrees to pay the City of Long Branch a sum of $85.00 per hour for services rendered by the City of Long Branch; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Villa's will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at the Villa's, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF MAY, 2009

Irene A. Joline
CITY CLERK, R.M.C.

R# 140-09

RESOLUTION TO REFUND OVERPAYMENT OF 2009 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 on the attached sheet due to an overpayment of 2009 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2009 taxes in the total amount of $16,290.49 and,

OFFERED: BROWN
SECOND: UNGER
AYES: 3
NAYES: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF MAY 2009

CITY CLERK, R.M.C.

BLOCK	LOT	OWNER	AMOUNT
147	9.02	Countrywide Account of: Carr, Wade P. Sr. & Dor MS: SVW-24 PO Box 10211 Van Nuys, CA 91499-6089	1,201.30
152	6	Mortgage Service Center Account of: Achkar, James C/O FARETS PO Box 961250 Fort Worth, TX 76161-9887	1,935.70
164	13	James B. Nutter & Co. Account of: Small, Barry C/O FARETS PO Box 961250 Fort Worth, TX 76161-9887	1,358.72
179	15	Aurora Financial Group Account of: Reinhardt, John C/O FARETS PO Box 961250 Fort Worth, TX 76161-9887	1,210.83
229	15	Mortgage Services C/O Wells Fargo Account of: Castillo, Noe One Home Campus MAC X2303-04D Des Moines, IA 50328	1,218.65
241	12	Chase Home Finance Account of: HOMESALES, INC C/O FARETS PO Box 961250 Fort Worth, TX 76161-9887	1,062.94
267	2	Mortgage Services C/O Wells Fargo Account of: Lopes, Ines One Home Campus MAC X2303-04D Des Moines, IA 50328	1,126.22
301.02	1.408	Wells Fargo Account of: Rothman, Brian One Home Campus MAC X2303-04D Des Moines, IA 50328	3,543.27
363	13	Wells Fargo Account of: Ribeiro, Jose One Home Campus MAC X2303-04D Des Moines, IA 50328	1,150.75

376	35	Washington Mutual Account of: Columbia Bank C/O FARETS PO Box 961250 Fort Worth, TX 76161-9887	937.10
489	9.45	Countrywide Account of: Hallisey, Vincent MS: SVW-24 PO Box 10211 Van Nuys, CA 91499-6089	1,545.01

R# 141-09

State of New Jersey
Department of Law and Public Safety
Division of Criminal Justice

Safe and Secure Communities Program

Resolution of Participation

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHERAS, the City of Long Branch wishes to apply for a project under the Safe and Secure Communities Program; and

WHEREAS, the Long Branch City Council has reviewed the application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Applicant Local Unit of Government, for purpose described in the application.

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

1- As a matter of public policy the Applicant's Unit of Government wishes to participate to the fullest extent possible with the Department of Law and Public Safety
2- The Attorney General of New Jersey will receive funds on behalf of the Applicant
3- The division of Criminal Justice shall be responsible for the receipt and review of the application for said funds.
4- The Division of Criminal Justice shall initiate allocations to the applicant as authorized by law.

OFFERED: BROWN

SECOND: UNGER

AYES: 3

NAYES: 0

ABSENT: 2 - DESTEFANO, GIORDANO

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF MAY, 2009

Irene A. Joline
CITY CLERK, R.M.C.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the City Council of the City of Long Branch held on the 26th day of May 2009 and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate'

Dated: This 27th day of May 2009

SEAL

_____
Signature of Certifying Officer

_____
Title of Certifying Officer

Grant # 4579

_____
Name of Certifying Officer

SAFE AND SECURE COMMUNITIES APPLICATION CHECK LIST

SUBGRANTEE: LONG BRANCH CITY

GRANT NUMBER: P- 4579

INSTRUCTIONS: **The Application Check List is provided to serve as a guide to ensure the submission of a complete application.**

Return two (2) copies of the completed application; ONE (1) copy must contain original signatures.

APPLICATION:

SUBGRANTEE TO SUBMIT:

_____ Applicant Information Form

_____ Program Application Narrative

_____ Budget Detail

_____ Application Authorization (Signed by Mayor)

_____ Grant Agreement Certification (Signed by appropriate official)

_____ General Conditions and Assurances (Signed by Mayor)

_____ Special Conditions (Signed by Mayor)

_____ Resolution of Participation **and** Certification of Recording Officer with ORIGINAL RAISED SEAL

NOTE: ***ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. IT IS IMPORTANT THAT ALL OF THE ABOVE-CITED ITEMS BE SUBMITTED WITH THE APPLICATION.***

[SS rev'd 2/25//08]

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICANT INFORMATION FORM

*Two (2) copies of the entire application are required, **one** (1) with original signatures.*

1. **Municipality:** City of Long Branch, New Jersey

2. **Police Department:** Long Branch

3. **Address:** 344 Broadway

   Long Branch, New Jersey **Zip Code:** 07740-6938

4. **Project Duration:** From July 1 2009 To June 30 2010
   (Requested Starting and Concluding Dates)

5. **Project Director** *(Person listed on the contract & co-signer on financial reports)*:

   Name William Richards Title Director of Public Safety

   Address 344 Broadway Telephone No. 732 222 1000 x5676

   Long Branch, New Jersey Fax No. 732 222 1346

   Email Address wrichards@ci.long-branch.nj.us *(Required)*

6. **Contact Person** *(Person directly responsible for project operations)*:

   Name Lt Fred Dorner Title Lieutenant, Support Services

   Address 344 Broadway Telephone No. 732 222 1000 x5394

   Long Branch, N.J. 07740-6938 Fax No. 732 222 1346

   Email Address fdorner@ci.long-branch.nj.us *(Required)*

7. **Fiscal Officer** *(Person who co-signs financial reports)*:

   Name Ronald Mehlhorn Title Director of Finance

   Address 344 Broadway Telephone No. 732 222 7000 x5688

   Long Branch, N.J. 07740-6938 Fax No. 732 222 1556

   Email Address rmehlhorn@ci.long-branch.nj.us *(Required)*

[SS rev'd 2/22/08]

SAFE AND SECURE COMMUNITIES PROGRAM
PROGRAM APPLICATION NARRATIVE

SUBGRANTEE: City of Long Branch, New Jersey

GRANT NUMBER: P- 4579

PROJECT DURATION: July 2009 TO June 2010

Total Number of Sworn Law Enforcement Officers: 97

Number of Officers funded by the grant: 2

Number of Civilians funded by the grant: 0

GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

Please see attached letter, page 1

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

Please see attached letter

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:

no civilians funded

CITY OF LONG BRANCH
OFFICE OF THE DIRECTOR OF PUBLIC SAFETY
344 BROADWAY
LONG BRANCH, NEW JERSEY 07740
(732) 222-1000
FAX (732) 728-0738

1.) The Safe & Secure officers, in addition to standard patrol duties, are assigned to perform community-policing functions within the City. Both officers are bilingual, and have roots in both the Hispanic and Korean communities. The City of Long Branch happens to have a sizable undocumented population. Police Officer Aponte's ability to communicate, and relate to members of the Central and South American population of the City, is critical to our law enforcement efforts. This is particularly important in light of the anonymity and insulation from law enforcement, associated with illegal immigrant status. This is true in cases wherein these individuals are victims, witnesses, or potential suspects. Police Officer Kim, in addition to his knowledge of, and relationships with the Korean community, has forged a close relationship with the Portuguese and Brazilian communities. We have had persistent difficulties associated with undocumented members of these communities violating the provisions of New Jersey motor vehicle laws, with respect to false documents, and falsely obtained registrations. It constitutes a widely recognized issue for our department. Police Officer Kim has been in the forefront in addressing this matter.

2.) In cultivating and enhancing our department's knowledge and relationships with our largely illegal Central and South American populations, our Safe & Secure grant funded officers provide a vital function, with respect to public safety in the City of Long Branch. If I were to attempt to identify the salient negative factor, with respect to crime solving and solvability, it would probably be anonymity. The best example of this might be found in the difficulties, which law enforcement faces, when dealing with itinerant serial killers. By and large, law enforcement solves crimes because law enforcement either knows the players, or is familiar with individuals who know the players. When dealing with illegal populations, who by virtue of their status, are insulated from law enforcement (along with any number of other institutions, e.g., banks, health care, etc.), generating specific individual relationships between police officers and civilians is critical. Officers Aponte and Kim have both been very successful in this regard, and have enhanced our department's ability to address the issue of crime in our jurisdiction.

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

Grant number P-4579

Officer Aponte is currently assigned to the patrol division. He continues to live in the community he serves. Because of this, there is a tremendous interaction with the community. This is beneficial to the Agency and City of Long Branch. He is a well-liked member of this agency as well in the community. He speaks English as well as Spanish fluently, and his translations have been instrumental in numerous investigations. He continues to willfully assist with translations for other agencies as well, including the court, surrounding police agencies, county and state agencies, and the community. Long Branch, as well as Monmouth County has a large Hispanic population, which makes Officer Aponte continue to be an important asset to this agency.

Officer Kim is also assigned to the patrol division, and has served with distinction. He also continues to reside in the community he serves. He has school-aged children and is involved with the local community as a result. This is also a benefit To the City and the Long Branch Police. P.O. Kim is fluent in English and Korean. He is often called on by other agencies for translation. P.O. Kim continues to lead the department in motor vehicle enforcement, and remains a member of the Ceremonial Honor Guard. PO Kim has a martial arts background, and has utilized his knowledge by becoming an instructor for defensive tactics, self-defense, side handle baton, and expandable baton. He teaches members of this agency as well as new recruits at the Monmouth County Police Academy, and Special Officers in Ocean County. PO Kim is an important asset to this agency.

Applicant: City of Long Branch Grant # P-4279

Appendix "A"

Budget Detail Form

COST ELEMENT	State Share	Local Match	Project Total
A. Salaries and Wages			
Rank and Name of Each Grant Funded Person **% of time** **Current Annual Salary**			
see below 100			
List the names and salaries of personnel assigned to the grant:			
PO Aponte #249	$28,311.50	$66,702.50	$95,014.00
PO Kim #252	$28,311.50	$66,702.50	$95,014.00
Fringe benefit composed of health, life, pension sick and vacation amounts			
Sub-total Salaries	$56,623.00	$133,403	$190,028
A-1. Fringe Benefits **Fringe Benefits** (@100%)		$88,262	$88,262
Total Salaries	$56,623.00	$221,665	$278,190

(SS rev'd 12/23/08)

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization to submit an application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled:

Safe and Secure Communities Program P4579

at an estimated total project cost of $ $280,000.00.

The undersigned agrees upon approval of this project on behalf of the unit of government, to comply with the conditions applicable to grants awarded. The undersigned's signature indicates that the information provided within the application is accurate and complete and that the applicant intends to comply with all conditions applicable to subgrants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state and federal funds.

Complement of Officers and Other Law Enforcement Personnel:

The undersigned certifies that, as of the date of this document, the staffing of the applicant police department with respect to the number of actively employed personnel is as follows:

97 **Police Officers** 25 **Other Law Enforcement Personnel** (non-police employees who perform paperwork and related support services, thereby allowing police officers to devote more time to direct community policing duties)

This application consists of the following attachments in addition to this form:

1. Applicant Information Form,
2. Program Application Narrative,
3. Budget Detail,

4. Grant Agreement Certification,

5. General Conditions and Assurances,

6. Special Conditions,

7. Resolution of Participation and Certification for local units of government.

The Subgrantee certifies that all grant funds shall be used exclusively for the purposes specified in the grant award. As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

Adam Schneider
Printed Name

Mayoy
Title (Mayor or Chief Executive Director)

City of Long Branch
Name of Local Unit of Government

5/18/2009
Date

Grant # P- 4579

[ss rev'd 12/23/08]

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

GRANT AGREEMENT CERTIFICATION

Ronald J Mehlhorn Sr., being over the age of 18 years old,
(Name)

hereby certifies:

1. I am Director of Finance of the City of Long Branch
(Title) **(Name of entity receiving grant funds)**

(hereafter " municipal grant recipient"). I am submitting this certification in conjunction with the provision of grant funds in the amount of 56,623.00
(Dollar amount of funds)

to the recipient entity by the Division of Criminal Justice under the Safe and Secure Communities Program. In making this certification, I understand that the Division of Criminal Justice will rely upon the statements made herein in processing this application and with making provision of the grant funds in question.

2. I have reviewed the contents of the application which have been submitted by the municipal grant recipient for such funding and hereby certify that the factual statements and data set forth in the application are true to the best of my knowledge and belief.

3. I also hereby certify that I am responsible for authorizing expenditures and disbursements of grant funds; that I will be responsible for undertaking the programs and activities described in the application; that I have reviewed and am familiar with all statutory and regulatory requirements pertaining to the use of the funds being provided to undertake such programs and

activities; and that I have sought and obtained legal advice from the municipal grant recipient's legal counsel as I have considered appropriate or necessary in this regard.

4. I further certify that I will ensure that the municipal grant recipient shall use all grant funds exclusively for the purposes specified in the grant award.

5. I further certify that I will ensure that the municipal grant recipient will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.

6. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Ronald J Mehlhorn Sr.
Signature

Ronald J. Mehlhorn Sr.	Director of Finance
Printed Name	**Title**
City of Long Branch	5/ /2009
Name of Local Unit of Government	**Date**

Grant # P- 4279

[SS rev'd 2/7/08]

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. The Subgrantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. The Subgrantee agrees to comply and to require its contracts to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all federal, State, municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in the performance of this Subgrant. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subgrant.

4. The Subgrantee agrees that it will comply and to require its contractors to comply with the requirements of the Federal and State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al., and P.L. 1975, c. 127 and all implementing regulations. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subaward.

5. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. § 42.301 et seq., it will maintain a current plan on file. The Subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Subgrantee will forward a copy of the finding to DCJ.

6. The Subgrantee understands and agrees to comply with State Treasury Circular Letter OMB 93-13-GSA regarding Debarments, Suspensions & Disqualifications. Subgrantee and it subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

7. The Subgrantee agrees to comply with the minium wage and maximum hours provision of the Federal Fair Labor Standards Act and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq.

8. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.

9. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's The Financial Guide, Part III, Chapter 19 (2005)(available on the web at: http://www.ojp.usdoj.gov/FinGuide/), Government Accountability Office's Government Auditing Standards (Yellow Book), and the State of New Jersey, Department of Treasury, Circular Letter (State Circular Letter) 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.

10. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable Federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-87, A-122, A-21, etc.), according to OJP's The Financial Guide, Part III, Chapter 7, Allowable Costs (2005), and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.

11. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other State agencies until the required reports have been submitted.

12. The Subgrantee agrees to provide information required for any evaluation conducted by L&PS, DCJ and the State of New Jersey.

13. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:

a. Any deviations from the approved budget or extensions in the grant period require prior approval via DCJ Form 108, Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.

b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.

c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

d. The Subgrantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Form 108, Grant Adjustment Request Form.

14. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. Program income includes any interest earned of $250 or more in a fiscal year on advances of grant funds. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives.

15. The Subgrantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

16. The Subgrantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the

Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Subgrantee to perform such audits.

17. The Subgrantee agrees to retain all grant records for a period of seven years, unless otherwise directed by DCJ, state, or federal statute. The Subgrantee agrees that this period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit finding involving grant records is started before the end of the seven-year period.

18. Subgrantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

19. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS.

20. If applicable, the Subgrantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
    a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
    b. Disallow all or part of the cost of the activity or action not in compliance.
    c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
    d. Withhold further awards for the program.
    e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
    f. Take other remedies that may be legally available.

22. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.

23. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

24. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

25. The Subgrantee agrees that under certain instances it may be considered "High Risk":
    a. If L&PS determines that a Subgrantee:
        i. Has a history of unsatisfactory performance.
        ii. Is not financially stable.
        iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter 07-05-OMB, Standard Grant Agreement Form, VIII Financial Management System.
        iv. Has not conformed to terms and conditions of previous awards.
        v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
    b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
        i. Issuing payment on a reimbursement basis.
        ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
        iii. Requiring additional, more detailed financial reports.
        iv. Requiring additional project monitoring.
        v. Requiring the Subgrantee obtain technical or management assistance.
        vi. Establishing additional prior approvals.
    c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:

i. The nature of the special conditions/restrictions.
ii. The reason(s) for imposing the special conditions.
iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
iv. The method of requesting reconsideration of the conditions/restrictions imposed.

26. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to $500,000.

27. The Subgrantee agrees that it shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

City of Long Branch
Subgrantee Municipality

Grant # P-- 4279

Adam Schneider
Name of Mayor

Signature of Mayor

5/18/2009
Date

[SS revd 12/23/08]

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

SPECIAL CONDITIONS

Subgrantee: City of Long Branch

Subgrant Number: P- 4579

Project Duration: July 1 2009 to June 30 2010

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1. **Prohibited Use of Funds:** The Subgrantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.

2. **No Supplanting of Local Funds:** The Subgrantee agrees that funds made available under the Safe and Secure Communities Act Grant Program will not be used to supplant local funds.

3. **Compliance with Program Laws and Regulations:** Subgrantee agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq., and as outlined in letters sent to the applicant.

4. **Baseline Regular Complement:** The Subgrantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.

5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Subgrantee certify that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.

6. **Match Requirement:** The Subgrantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses above the grant award. The Subgrantee will also agree to satisfy any State requirement on matching and cost sharing.

7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.

8. **Time and Attendance Records:** Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the supervisor and project director.

9. **Financial and Performance Reporting:** The Subgrantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Subgrantee also agrees to file a timely Final DCS within thirty (30) days after the end date of the grant period and a Final Grant Narrative Report. The Final Grant Narrative Report is a grant narrative describing the past year's activities and accomplishments.

10. **Availability of Grant Funds:** The Subgrantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that full funding for each year's grant depends on the continued collection of sufficient program revenue. The Subgrantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire state award.

11. **Timely Return of Completed Application:** The Subgrantee agrees to complete and return the Application Package (Applicant Information Form, Program Application Narrative, Budget Detail Form, Application Authorization, Grant Agreement Certification, General Conditions and Assurances, Special Conditions, and Resolution of Participation and Certification of Recording Officer with original raised seals) and to return an executed contract within sixty (60) days of mailing from DCJ. The Subgrantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Subgrantee's award.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

City of Long Branch
Subgrantee Municipality

Grant # P-- 4279

Adam Schneider
Name of Mayor

Signature of Mayor

5/18/2009
Date

Jan 1 **to** Dec 31
Subgrantee's Fiscal Year
[Start date/End date]

[SS revd 12/23/08]

R# 142-09

RESOLUTION

WHEREAS, the City of Long Branch operates its Municipal Court at 279 Broadway, Long Branch; and

WHEREAS, Birdsall Engineering, acting as the City Engineer, has prepared plans for technical improvements to the Municipal Court as required by the Administrative Office of the Court; and

WHEREAS, the plans are annexed hereto and made a part hereof.

NOW, BE IT RESOLVED by the Council of the City of Long Branch that the plans of Birdsall Engineering, as submitted and annexed hereto, be and the same hereby are accepted by the municipality by the City of Long Branch for the purpose of obtaining bids for the improvements to the Municipal Court pursuant to the local public bidding and contract laws of the State of New Jersey.

MOVED: BROWN

SECONDED: UNGER

AND ADOPTED UPON THE FOLLOWING ROLE CALL

AYES: 3

NAYES: 0

ABSENT: 2 - DESTEFANO, GIORDANO

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, JANICE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF May, 2009

Janice A. Joline
CITY CLERK, R.M.C.

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R# 143-09

RESOLUTION REJECTING BIDS FOR IMPROVEMENTS TO THE LONG BRANCH MUNICIPAL COURT COURTROOM

WHEREAS, pursuant to the Open Public Bidding Law, bids were to be received on Friday, May 8, 2009 at 10:00 a.m. at the Long Branch City Clerk's office for improvements to the Long Branch Municipal Court Courtroom; and

WHEREAS, four bidders picked up bid packages; and

WHEREAS, only one bid was received, that bid being from Innovational Construction & Design, 216 Broadway, Keyport, New Jersey; and

WHEREAS, the sole bid was in the amount of $29,032.00; and

WHEREAS, Birdsall Engineering, the City's engineers, had estimated the cost of construction in the range of $85,000.00 to $90,000.00; and

WHEREAS, there arose a question as to whether or not the bid of $29,000.00 was a responsible bid; and

WHEREAS, after communication with the City attorneys of the City of Long Branch, Birdsall Engineering made an investigation to determine the reason for the disparity between the bid price and the estimated cost; and

WHEREAS, as part of the investigation, Birdsall Engineering contacted the bidder to ensure that the bidder understood the entire scope of the work; and

WHEREAS, pursuant to communications received from Birdsall Engineering, under date of May 18, 2009, Birdsall Engineering contacted Nate Martinez of Innovational Construction & Design, Inc. and was advised that Innovational Construction & Design, Inc. was unaware of the scope of the electrical work; and

WHEREAS, while the disparity between the bid price and the estimated cost is not a cause on its own for rejection, the fact that the sole bidder was unsure of certain items of work gives cause to reject the bid as being an irresponsible bid; and

WHEREAS, Birdsall Engineering has conferred with James G. Aaron of Ansell, Zaro, Grimm & Aaron, City Attorneys, to reach this conclusion; and

WHEREAS, Birdsall Engineering recommends that the bids received on May 8, 2009 be rejected and the project be re-advertised.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that all bids received on Friday, May 8, 2009 be rejected; and

BE IT FURTHER RESOLVED, that the bid of $29,032.00 submitted by Innovational Construction & Design, Inc. is hereby rejected on the basis that the bid price did not include all of the scope of the electrical work involved and that an investigation by the City engineers determined that the bidder was unsure of the scope of the electrical work needed when the bid was submitted; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Innovational Construction & Design, Inc., 216 Broadway, Keyport, New Jersey 07735.

MOVED: BROWN

SECONDED: UNGER

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 3

NAYES: 0

ABSENT: 2 - DESTEFANO, GIORDANO

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27TH DAY OF MAY 2009

Irene A. Joline
CITY CLERK, R.M.C.

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R# 144-09

RESOLUTION AWARDING BID TO RUSSELL REID WASTE HAULING & DISPOSAL SERVICE CO., INC. FOR TWO TWENTY FOUR FOOT RESTROOM TRAILERS

WHEREAS, the City of Long Branch has the need to contract for the purchase of two twenty four foot restroom trailers; and

WHEREAS, through a fair and open process, the City of Long Branch advertised in the legal ads section of the Asbury Park Press to receive bids on May 21, 2009, for a contract for the purchase of two twenty four foot restroom trailers and the following bids were received:

Russell Reid Waste Hauling & Disposal Service Co., Inc.	$55,000.00
Comfort of Home Services, Inc.	$92,326.00

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order; and

WHEREAS, the Director of Public Works has reviewed the bids from both bidders, and it is his recommendation, annexed hereto, that it is in the City's best interest to award a contract to Russell Reid Waste Hauling & Disposal Service Co., Inc.; 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 for this contract are available in the Line Item #C-04-097-601 ($27,500.00) and Line Item #C-04-088-601 ($27,500.00) for a sum not to exceed $55,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract be awarded to **Russell Reid Waste Hauling & Disposal Service Co., Inc.** in accordance with the bid specifications and proposal herein attached, **for a sum not to exceed $55,000.00.**

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

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27th DAY OF MAY, 2009

CITY CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

PURCHASE OF TWO 24' RESTROOM TRAILERS

Said contract being made as follows:

RUSSEL REID WASTE HAULING & DISPOSAL SERVICE, INC.	**$55,000**

Said funds being available in the form of:

CAPITAL BUDGET	
ORD. #5-09	
BEACHFRONT IMPROVEMENTS	
APPRO. #C-04-097-601	**$27,500**
ORD #37-07	
MANAHASSETT CREEK PARK PROJECT	
APPRO. #C-04-088-601	**$27,500**

Ronald J. Mehlhorn Sr.

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

5/21/09
Date

R# 142-09

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: BROWN
SECONDED: UNGER

AYES: 3

NAYES: 0

ABSENT: 2 - DESTEFANO, GIORDANO

ABSTAIN: 0

State of New Jersey
County of Monmouth
City of Long Branch

I, Irene A. Joline, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on MAY 26, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 27th day of MAY, 2009

Irene A. Joline

Irene A. Joline, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of May 26, 2009. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

A.R. Communications	Repair Pager - Fire Dept.		44.35	
Action Office Supplies	Bank Deposit Bags - Recreation Dept.		63.68	
Affordable Interior Systems	Work Stations & Storage for Youth Services & Street Crimes Unit - Police Dept.		21,471.48	
Allied Building Products	Materials for Morris Avenue Comfort Station - DPW		104.90	
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 4/28/2009 - DPW		6,972.84	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - April 2009	*	33.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer - April 2009	*	2,500.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - April 2009	*	16,977.68	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - General Matters - April 2009		4,260.60	Pymt #4
Aramark	Uniform Hats & Jackets - Fire Dept. / Fire Prevention Office		407.95	
AT&T	Utilities - Telephone - 4/28-4/30/2009 - Various Locations	*	1,492.32	
AT&T	Utilities - Telephone - 4/16-4/21/2009 - Various Locations	*	147.23	
Atlantic Plumbing Supply	Materials for Beach Signs - DPW		488.49	
Avtech Software	Software Maintenance Renewal for Network Monitoring - 7/1/2009-6/30/2010 - IT-Admin.		75.00	
AW Direct	Misc. Parts - Fire #8-85 - Fire Dept.		132.76	
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Redevelopment Coordinator - April 2009		7,237.50	Pymt #4
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - General Matters - April 2009		1,575.00	Pymt #4
Battery Mart	Batteries to Replenish Central Supply - Purchasing Dept.		337.79	
Beverly Baxter	Ceramic Instruction - April 2009 - Senior Affairs		1,331.25	
Boro Printing	Flyers for Father's Day Car Show - Administration		78.00	
Boundary Fence	Install Poles/Netting at Van Court Park - DPW		1,750.00	
Builders' General Supply	Materials for Barrier on Jay Street - DPW		118.56	
Cablevision Lightpath	Monthly Lease of Dark Fiber - May 2009 - IT-Administration		1,500.00	
CDWG	Misc. Equipment - Police Dept.		220.00	
Charles E. Lambert	Musical Performance - The Chuck Lambert Band - 5/23/2009 - Community Dev.	*	700.00	
Cherry Valley Tractor Sales	Hoses for R #21 - DPW		54.48	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	595.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	75,732.91	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	86,281.93	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	19,510.68	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	840,816.39	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	15,000.00	
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	34,338.31	
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	807,246.81	
Coast Hardware	Consumable Supplies - Traffic Dept.		56.71	
Comfort Inn & Suites	Temporary Housing - 4/17-4/30/09 - Delores Smith - School Project - Community Dev.	*	595.00	
Complete Security Systems	Replace Battery for Fire Detection System at City Hall Building		113.25	
Complete Security Systems	Central Station Monitoring Service - Parks & Recreation - 5/1-7/31/09 - DPW		63.00	
Conrad Smith Nursery	Tree for Library - DPW		135.00	
Cristina N. Lipski	Spanish Interpreting Services - April 2009 - Municipal Court		540.00	
DiFrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Conflict Attorney - Tax Appeals - April 2009		2,505.57	Pymt #4
E Plus Technology	License Renewal for Backup Software - IT-Administration		510.30	
Edwards Tire Co.	Tires for Various Vehicles - DPW		1,904.70	
Efinger Sporting Goods	Basketball Nets for Various Parks - Recreation Dept.		121.50	
Eric Reisher	Technical Support Services - April 2009 - L.B. Cable Commission		550.00	
Evans, Osborne & Kreizman	Legal Services Rendered - Conflict Judge - May 2009		500.00	Pymt #1
F & C Automotive Supply	Misc. Parts - Various Vehicles - DPW		936.39	
Fine Fare	Food for Volunteer Celebration - 4/24/2009 - Senior Affairs		149.37	
Foley Inc.	Misc. Parts - PW #257 - DPW		105.50	
Ford Motor Credit	(7) Lease/Purchase Vehicles - June 2009		4,624.71	
Frank Passantino	Reimbursement for Fuel - Motorcycle Training - Police Dept.		22.70	
Gagliano Appraisal	2009 Tax Court Appeals - May 2009		260.00	Pymt #11
Gall's Inc.	Misc. Equipment - Police Dept.		217.75	
Gam Information System	Computer Supplies - Police Dept.		217.10	
Gannett Satellite Information Network	Legal Ads - April 2009 - City Clerk's Office		1,037.32	
Garden State Highway Products	Misc. Hardware for Hanging Street Signs - Traffic Dept.		432.50	
General Linen & Paper Supply	Janitorial Supplies for City Hall & Beachfront - DPW		629.07	
Global Industries	Work Stations for Youth Services Office - Police Dept.		4,121.70	
Golden Rule Creations	Patches for K-9 Officers' Uniforms - Police Dept.		256.23	
Grainger Inc.	Step Ladder - IT Dept.		109.35	
Graybar	Electrical Materials for Traffic Dept.		610.16	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Redevelopment Attorney - April 2009		6,671.20	Pymt #4
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus - April 2009		253.50	Pymt #4
Harley Davidson of Long Branch	Maintenance & Service - Various Police Motorcycles - DPW		1,369.20	
Haworth	Files & Storage for Youth Services Office & Street Crimes Unit - Police Dept.		6,931.60	
Home Depot Credit Services	Various Building Materials - Various Depts.		681.24	
Hunter Jersey Peterbilt	Misc. Parts - Sanitation #50 - DPW		247.94	
IBM	Software Subscription & Support Renewal - 7/1/2009-6/30/2010 - Police Dept.		2,346.00	
Impact Technology Solutions	Service Contract for Courtroom Video Arraignment System - 4/1/09-3/31/10 - Mun. Court		1,140.00	
Industrial Repair	Various Materials for Paint Machine Repairs - Traffic Dept.		340.35	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

International Council of Shopping Centers	Membership Renewal through 6/30/2010 - Howard H. Woolley Jr. - Administration		100.00	
J. Slattery Pest Management Services	Pest Control Services - Termite Treatment at City Hall Building & Building Dept.		2,150.00	
Jersey Central Power & Light	Utilities - Electric - 1/3-5/5/2009 - Various Locations	*	22,779.97	
Jewish Community Center	Use of Pool for Lifeguard Swim Test - 5/10/2009 - Recreation Dept.		160.00	
Joshua Marcus Group	Various Giveaways for Fire Prevention Education Program		2,138.00	
Kepwel Water	Monthly Cooler Rental - April 2009 - Administration		41.80	
Lanigan Associates	Uniforms - Disp. L. Johnson & A. Owens - Police Dept.		499.00	
Lawmen Supply Co. of NJ	Misc. Equipment for Raid Team - Police Dept.		244.19	
Lou's Uniforms	Uniforms for Police Explorers' - Police Dept.		1,506.78	
MAFP/Carol Schwar	Membership Dues & Registration for Seminar - 5/6/09 - J. Muh & J. Potyra - Health Dept.		140.00	
Maria Garcia-Malave	Spanish Interpreting Services - April 2009 - Municipal Court		600.00	
Mark A. Heitz	Ammunition for Less Than Lethal Launcher Training - Police Dept.		1,974.00	
Mark Aikins	Legal Services Rendered - Conflict Attorney - April 2009		407.00	Pymt #3
Matthew Bender & Co.	NJ Admin. Code Title 4A - July 2009 / June 2010 - DPW		66.00	
Mazza & Sons	Recycling of Tires & Recycling Tax - March 2009 - DPW		592.33	
Mazza & Sons	Disposal of Bulky Waste - March 2009		10,015.98	Pymt #3
Monmouth Building Center	Lumber for Volleyball Courts on Beachfront - Recreation Dept.		313.20	
Monmouth Cnty Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 4/1-4/15/2009 - DPW		36,843.90	
Motor Vehicle Services	Motor Vehicle Title - DPW	*	20.00	
New Jersey American Water	Utilities - Water - 3/10-4/27/2009 - Various Locations	*	15,082.22	
New Jersey Natural Gas	Utilities - Gas - 3/17-5/1/2009 - Various Locations	*	5,447.07	
NJ Fire Equipment Co.	Air Tank Inspection & Maintenance for Fire Dept.		4,804.36	
NJSOPHE	Registration for Environmental Course - 5/14/09 - J. Muh & M. Kowal - Health Dept.		40.00	
Otilia Silva	Portuguese Interpreting Services - April 2009 - Municipal Court		600.00	
Perry's Trophy Co.	Nameplates - Det. M. Decker & DSgt. D. Gotfredsen - Police Dept.		57.00	
Perry's Trophy Co.	Plaques for Life Skills Dinner - 5/14/2009 - Coastal Monmouth Alliance		209.00	
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 4/8 & 4/30/2009 - DPW		26,185.10	
Public Strategies / Impact	Professional Services Rendered - Lobbying Consultant - May 2009		2,500.00	Pymt #5
Ram Hydraulics	Misc. Parts - Sanitation #50 - DPW		295.00	
Rose Leonard	Watercolor Instruction - 4/30/2009 - Senior Affairs		70.00	
Safelite Fulfillment	Install Windshield - PD #15 & PW #210 - DPW		361.17	
Seaboard Welding Supply	Welding Supplies & Industrial Gases for Municipal Garage		235.80	
Seely Equipment & Supply Co.	Misc. Parts - PW #314 - DPW		1,045.71	
Semcor Equipment & Manufacturing Corp.	Rental of Equipment (Trencher) - DPW		217.00	
Stavola Asphalt Co.	Road Materials for Pot Hole Repairs - DPW		550.72	
Storr Tractor Co.	Misc. Parts - PD TS5 & TS6 - DPW		15.26	
Talco Business Systems	Contract Renewal for Cash Register in Records - 7/24/09-7/24/10 - Police Dept.		168.00	
The Power of Christ Gospel	Full Page Ad in 20th Anniversary Celebration Journal - Mayor's Office		100.00	
Thompson Design Group	Professional Services Rendered - General Matters - April 2009		4,260.00	Pymt #6

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Thompson Design Group	Professional Services Rendered - Broadway Sector - April 2009		3,520.00	Pymt #2
Thompson Design Group	Professional Services Rendered - Beachfront South - April 2009		18,571.05	Pymt #7-8
Thomson West	NJ Stat 2009 Pocket Parts - Tax Collector's Office		80.00	
Toshiba Business Solutions	Computer Supplies - Police Dept.		537.43	
Treasurer, State of NJ	Marriage / Civil Union License Fees - First Three Quarters of 2007	*	225.00	
Treasurer, State of NJ - Dept. Of Comm. Affairs	Demolition Bond Loan Payment	*	29,508.60	
Treasurer, State of NJ - Dept. of Health	2009 License Renewal - D. Roach & J. Muh - Health Dept.		100.00	
Trico Equipment Services	Misc. Parts - PW #55 - DPW		523.12	
Troil Enterprises	Hydraulic Oil - DPW		840.73	
Tuzzio's	Food for Marathon Volunteers & Lifeskills Celebration Dinner -Fire Dept. / Coastal Mon. Alliance		2,086.25	
United Parcel Service	Ground Transportation - Police Dept. / Finance Dept.		41.70	
United States Postal Service	Postage for Meter - Tax Collector's Office	*	15,000.00	
US Electrical Services	Electrical Materials for Beachfront - DPW		998.50	
Verizon	Utilities - Telephone - 5/1/2009 - Various Locations	*	10,879.52	
W.B. Mason Co.	Various Office Supplies - Various Depts.		382.43	
Warshauer Electric Supply	Electrical Materials for Morris Avenue Comfort Station & Police Dispatch - DPW		175.25	
TOTAL CURRENT			**2,217,207.94**	
Affordable Interior Systems	Work Station for Watch Commander/Dispatch Observation Room - Police Dept.		2,058.31	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - April 2009	*	187.00	
Basile, Baumann, Prost & Associates	Professional Services Rendered - Preliminary Tasks for Pier - April 2009		39,898.84	Pymt #4
City of Long Branch Clearing Account	Reimburse Clearing Account	*	595.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	12,551.55	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	187.00	
Comfort Inn & Suites	Temporary Housing - 4/17-4/30/09 - Delores Smith - School Project - Community Dev.	*	595.00	
D.W. Smith Associates	Engineering Services Rendered - Manahassett Creek Park Environ. Oversight - April 2009		7,313.75	Pymt #1
D.W. Smith Associates	Engineering Services Rendered - Final Design - Long Branch Ave. - March & April 2009		6,000.00	Final Pymt
D.W. Smith Associates	Engineering Services Rendered - Manahassett Creek Park Drainage Invest. - Mar./April 2009		4,877.50	Final Pymt
Lucas Brothers	2008 Road Program - Third Avenue - January / May 2009		106,939.74	Pymt #2
Precise Construction	Construction of Manahassett Creek Park - April / May 2009		94,638.60	Pymt #10
TOTAL CAPITAL			**275,842.29**	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,182.85	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	141.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,190.29
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	371.58
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	4,818.71
NJ Dept. of Health & Senior Services	Dog License Report - April 2009	*	141.00
TOTAL DOG			**11,845.43**
Barbara Heggie	Choral Instruction - March / May 2009 - Senior Affairs / Community Dev.		100.00
Becker's Tree Service	Removal of Tree on Brighton Avenue - Community Dev.		400.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,767.49
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,724.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,770.24
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	271.87
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	3,498.37
Information Station Specialists	(8) Emergency Alert Systems - Various Locations - Community Dev.		15,440.00
Jersey Central Power & Light	Holiday Lights for 2008 - Community Dev.	*	5,724.00
Long Branch Chamber of Commerce	Rent for UEZ & CDBG Office - June 2009		1,625.00
Maaco Auto Painting & Bodyworks Center	Paint CD #88 & #89 - Community Dev.		840.00
Thomas Brents	Replace Concrete Sidewalk on Brighton Avenue (Jack's Rib Restaurant) - Comm. Dev.		970.00
TOTAL HUD			**41,130.97**
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - April 2009	*	66.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village III - April 2009	*	506.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North I - April 2009	*	154.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts - April 2009	*	1,713.95
City of Long Branch Clearing Account	Reimburse Clearing Account	*	8,835.75
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,439.95
City of Long Branch Clearing Account	Reimburse Clearing Account	*	51,333.66
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	1,280.74
City of Long Branch Payroll Agency	Payroll Dated 5/15/2009	*	50,052.92
Fax Express	Service Fax Machine at CDBG Office		451.15
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Broadway Arts - April 2009		39.00 Pymt #2
Thompson Design Group	Professional Services Rendered - Pier Village III - April 2009		7,064.75 Pymt #2

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Thompson Design Group	Professional Services Rendered - Pier Village II - April 2009	1,944.00 Pymt #4

TOTAL TRUST OTHER **125,881.87**

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 146-09

RESOLUTION AUTHORIZING USE OF COMPETITIVE CONTRACTING FOR BEACH EQUIPMENT CONCESSION

WHEREAS, the City of Long Branch has determined that it would be in the best interest of residents and patrons utilizing its beaches to offer for daily rental beach equipment for use on its beaches; and

WHEREAS, in accordance with N.J.S.A. 40A:11-4.1 et seq., and N.J.A.C. 5:34-4, local units of government wishing to contract for a concession of this type may, by resolution, authorize the use of competitive contracting for the solicitation of proposals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to prepare a request for proposals and utilize the competitive contracting process, as defined in New Jersey Statutes and New Jersey Administrative Code, to secure a contract for a beach equipment rental concession.

OFFERED: BROWN
SECOND: UNGER
AYES: 3
NAYES: 0
ABSENT: 2 - DESTEFANO, GIORDANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MAY 26, 2009

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27TH DAY OF MAY 20 09

Irene A. Joline
CITY CLERK, R.M.C.

R# 147-09

RESOLUTION AWARDING BID FOR TWENTY-FOUR MONTH CONTRACT FOR PURCHASE OF UNIFORMS FOR BLUE COLLAR WORKERS

WHEREAS, the City of Long Branch has the need to contract for the purchase of uniforms for blue collar workers; and

WHEREAS, through a fair and open process, the City of Long Branch advertised in the legal ads section of the Asbury Park Press to receive bids on May 20, 2009, for a 24 month contract for the purchase of uniforms for blue collar workers and the following bids were received:

Specialty Graphics, LLC	$53,679.50
Top Hat Uniform Rental	72,318.60
Bob's Uniform Shop, Inc.	62,748.10

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order; and

WHEREAS, the Director of Public Works has reviewed the bids from all bidders, and it is his recommendation, annexed hereto, that it is in the City's best interest to award a contract to Specialty Graphics, LLC; 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 for this contract are available in the Line Item #9-01-051-238 ($750.00), #9-01-052-238 ($7,650.00), #9-01-054-238 ($2,700.00), #9-01-058-238 ($2,250.00), #9-01-055-238 ($5,850.00), #9-01-056-238 ($9,450.00), #9-01-065-238 ($1,350.00). Continuation of this contract is contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and/or provision of additional funds in the 2010 budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract be awarded to **Specialty Graphic, LLC** in accordance with the bid specifications and proposal herein attached, **for a sum not to exceed $53,679.50**

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

MOVED: BROWN
SECONDED: UNGER

AYES: 3
NAYS: 0
ABSENT: 2 - DESTEFANO, UNGER
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

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IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27TH DAY OF MAY 2009

Irene A. Joline

CITY CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

TWO YEAR CONTRACT FOR UNIFORMS FOR BLUE COLLAR WORKERS

Said contract being made as follows:

TOP HAT UNIFORM COMPANY	**$53,679.50***

Said funds being available in the form of:

2009 BUDGET

DEPARTMENT OF PUBLIC WORKS		
OFFICE OF DIRECTOR	9-01-051-238	$ 750
DIVISION OF STREETS	9-01-052-238	$ 7,650
MUNICIPAL GARAGE	9-01-054-238	$ 2,700
DIVISION OF PARKS	9-01-058-238	$ 2,250
PUBLIC FACILITIES	9-01-055-238	$ 5,850
DIV. SANITATION/RECYC	9-01-056-238	$ 9,450
DEPARTMENT OF PUBLIC SAFETY		
DIVISION OF TRAFFIC	9-01-065-238	$ 1,350

***CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS THROUGH APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND/OR PROVISION OF ADDITIONAL FUNDS IN THE 2010 BUDGET.**

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

5/26/09
Date