

RESOLUTIONS ADOPTED BY CITY COUNCIL MARCH 8, 2011

R45-11 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT 2011 SUMMER SERVICES PROMOTION (HELD OVER FROM FEBRUARY 22, 2011)

R55-11 RESOLUTION AWARDED CONTRACT FOR PURCHASE OF AN AIR COMPRESSOR AND REFILL STATION FOR THE FIRE DEPARTMENT (FIRE FIGHTERS EQUIPMENT COMPANY)

R56-11 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR THE SUMMER CONCERT SERIES

R57-11 RESOLUTION AWARDED CONTRACT FOR PURCHASE OF RECYCLING CONTAINERS FOR THE DEPARTMENT OF PUBLIC WORKS (WAUSAU TILE INC.)

R58-11 RESOLUTION LONG BRANCH PESTICIDE REDUCTION

R59-11 RESOLUTION APPOINTING ROBERT DOOLLEY AS AN ALTERNATE I MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT FOR THE UNEXPIRED TERM OF CHRISTOPHER SONNTAG

R60-11 RESOLUTION APPOINTING CHRISTOPHER SONNTAG AS A MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT FOR THE UNEXPIRED TERM OF JONATHAN MATTHEWS

R61-11 RESOLUTION AWARDED BID FOR LEASE OF WEST END CONCESSION STAND (THE SURF SHACK, LLC)

R62-11 RESOLUTION AWARDED CONTRACT FOR PURCHASE OF AN AUTOMATED PALMPRINT AND FINGERPRINT IDENTIFICATION SYSTEM (MORPHOTRAK, INC.)

R63-11 RESOLUTION ACCEPTING MONMOUTH COUNTY DIVISION OF ALCOHOL AND DRUG ABUSE SERVICES GRANT IN THE AMOUNT OF \$30,472.00 FOR THE YEAR 2011

R64-11 RESOLUTION TO REFUND OVERPAYMENT OF 2011 TAXES (VARIOUS)

R65-11 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR IRIS CAMPBELL FOR PREMISES KNOWN AS 394 WEST COLUMBUS PLACE IN THE CITY OF LONG BRANCH

R66-11 RESOLUTION 2010 BUDGET APPROPRIATION RESERVE TRANSFERS

R67-11 RESOLUTION RELEASING ESCROW DEPOSIT (TOP HAT UNIFORM)

R68-11 RESOLUTION APPROVAL PAYMENT OF BILLS

R69-11 RESOLUTION 2011 EMERGENCY TEMPORARY APPROPRIATIONS

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT 2011 SUMMER SERVICES PROMOTION

WHEREAS, New Jersey Transit participates with municipalities each year in the summer services promotion; and

WHEREAS, an agreement is hereby necessary between the New Jersey Transit Corporation and the City of Long Branch to enable the City of Long Branch to participate in New Jersey Transit's 2011 Summer Services Promotion; and

WHEREAS, the summer services promotion is fully described in a letter agreement dated February 7, 2011, which includes a round trip train transportation and a special beach package. The participant, the City of long Branch agrees to an adult admission fee of \$3.50 for individuals age 12 or over to participate in this program; the balance of the program is detailed in the February 7, 2011 agreement; and

WHEREAS, the City of Branch has been asked to execute a copy of the February 7, 2011 correspondence of the New Jersey Transit, as an agreement, which the City of Long Branch believes that it is in the best interest of the citizens of the City of Long Branch; and

WHEREAS, Carl Jennings, the Director of Recreation has appeared before the Council and has sought the approval of the Council; and

WHEREAS, the City of Long Branch has previously participated in the New Jersey Transit's Summer Services Program over the past years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the February 7, 2011 letter agreement with New Jersey Transit for the New Jersey Transit 2011 Summer Services Promotion.

MOVED: *Sirianni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 8th DAY OF MARCH, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.



February 7, 2011

**Agreement
#11-13**

The City of Long Branch
c/o Mrs. Kathy Schmelz
344 Broadway
Long Branch, NJ 07740

Re: NJ TRANSIT 2011 Summer Beach Promotion

Dear Mayor Schneider:

This letter will serve as an agreement between New Jersey Transit Corporation (NJ TRANSIT) and the Long Branch with regard to the NJ TRANSIT's 2011 Beach Services Promotion pursuant to the following terms and conditions.

1. Long Branch agrees to an adult admission fee of \$3.50 for individuals twelve (12) years or older for the 2011 beach season.
2. Long Branch agrees to collect and honor NJ TRANSIT special beach tickets in even exchange for admission to the beach.
3. Long Branch agrees to provide NJ TRANSIT with the number of beach tickets redeemed at intervals during the summer season. **Reporting of beach ticket redemptions is due July 2, July 30, and September 10, 2011.**
4. Long Branch agrees to post the NJ TRANSIT logo and/or transportation information with a hyperlink to njtransit.com, from the Long Branch official website.
5. Long Branch agrees to submit the collected beach admission tickets together with an invoice, to NJ TRANSIT; Marketing – Laura Pomeisl; One Penn Plaza East; Newark, NJ 07105-2246 for reimbursement by NJ TRANSIT at the end of the promotional campaign.
6. NJ TRANSIT agrees to promote the special beach package valid Friday, May 27, 2011 through Monday, September 5, 2011. This special beach package will include round-trip train transportation and a special beach admission ticket. Promotion of the beach package will comprise the following advertising mix:
 - **Website:** NJ TRANSIT agrees to provide beach information and a hypertext link to the Long Branch web site.
 - **Cross Linkage:** NJ TRANSIT will provide cross linkage to Long Branch website from njtransit.com.
 - **On-Hold Message:** NJ TRANSIT will air a 10 second message to be heard on NJ TRANSIT's Transit Information Center line – 973-275-5555 to promote the beach package program for the duration of this agreement.
 - **Press Release:** NJ TRANSIT will include Long Branch in a press release promoting the special beach package and North Jersey Coast Line rail service to the Jersey Shore.
 - **E-mail Blast:** NJ TRANSIT will include Long Branch in one e-mail message to registrants promoting the special beach packages.

7. NJ TRANSIT agrees to sell special beach packages at select ticket offices and ticket vending machines.
8. NJ TRANSIT agrees to verify each submission and reimburse Long Branch at a rate of three dollars (\$3.50) for each verified beach portion received with the invoice.
9. Long Branch agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of Long Branch involvement in this promotion. All elements of this co-promotion are subject to approval by both NJ TRANSIT and Long Branch.
10. No such advertisements or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended, nor shall any derivative works be created, without the express written consent of NJ TRANSIT in each instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT Corporation shall be and remain the sole property of NJ TRANSIT Corporation and shall not be modified, altered, edited, published, displayed or incorporated into any other works by Long Branch or any of its agents, employees, licensees or contractors, except as expressly authorized and approved in writing by NJ TRANSIT Corporation.
11. The NJ TRANSIT and Long Branch covenant that the individuals executing this permit have the authority to legally bind the respective parties.

If you are in agreement with all of the above terms, please indicate your concurrence by signing below and returning both copies to my attention. A fully approved copy will be returned to you once signed. We look forward to making this a successful and mutually rewarding promotion. Thank you.

Agreed to on the _____ day of _____, 2011.

NEW JERSEY TRANSIT CORPORATION

City of Long Branch

By: _____
 Dan Stessel
 Acting Senior Director
 Marketing & Business Development

By: _____
 Mr. Adam Schnieder
 Mayor

This agreement has been approved as to form

PAULA T. DOW
 ATTORNEY GENERAL OF NEW JERSEY

By: _____ Date _____
 Deputy Attorney General

R# 55-11

RESOLUTION AWARDING CONTRACT FOR PURCHASE
OF AN AIR COMPRESSOR AND REFILL STATION
FOR THE FIRE DEPARTMENT

WHEREAS, the City of Long Branch has the need to purchase an Air Compressor and Refill Station for use by the Fire Department; and

WHEREAS, the City received three formal quotes on February 28, 2011 for the purchase of an Air Compressor and Refill Station and the following quotes were received

VENDOR	AMOUNT
Fire Fighters Equipment Co. Inc.	\$ 30,175.00
Campbell Supply	\$ 37,005.00
Seagraves Sales & Service LLC	\$ 39,000.00

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

WHEREAS, Charles Shirley, has recommended that it is in the City's best interest to award a contract to Fire Fighters Equipment Co. Inc., for said equipment; 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 Assistance to Firefighters Grant, Appropriation G-11-028-401 in the amount not to exceed \$ 30,175.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, that a contract be awarded to Fire Fighters Equipment Co. Inc., for the purchase of an Air Compressor and Refill Station in accordance with the attached proposal, for a sum not to exceed \$ 30,175.00

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

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

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON MARCH 8, 2011
 IN WITNESS WHEREOF, I HAVE HERETO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 8 DAY OF MARCH 2011
Kathy L. Schmelz
 MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

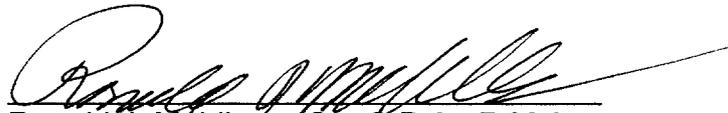
AIR COMPRESSOR AND REFILL STATION FOR THE FIRE DEPARTMENT

Said contract being made as follows:

FIRE FIGHTERS EQUIPMENT CO. INC. \$ 30,175.00

Said funds being available in the form of:

**2010 ASSISTANCE TO FIRE FIGHTERS GRANT
APPRO. # G-11-028-401 \$ 30,175.00**


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

2/28/01
Date

R# 56-11

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

WHEREAS, as part of its 2011 Summer Entertainment Program, the City of Long Branch wishes to contract with Robert J. Burger to provide a musical performance by The Robert J. Burger Band on August 18, 2011; and

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

WHEREAS, the City's Office of Community Development staff has negotiated with Robert J. Burger, to provide entertainment and it is the recommendation of the Director of Building and Development, that it is in the City's best interest to enter into a contract 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 the Office of the Administrator, 1-01-012-801 in the amount not to exceed \$ 1,000.00

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

Robert J. Burger, for a musical performance by The Robert J. Burger Band on August 18, 2011 for a sum not to exceed \$ 1,000.00

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

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

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 10th DAY OF MARCH, 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

CONTRACT FOR MUSICAL ENTERTAINMENT

Said contract being made as follows:

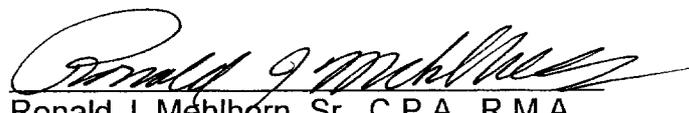
ROBERT J. BURGER

\$ 1,000.00

Said funds being available in the form of:

**2011 BUDGET
OFFICE OF ADMINISTRATION
MISC. OTHER EXPENSE
SPECIAL EVENTS
APPRO. # 1-01-012-801**

\$ 1,000.00



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

2/28/11
Date

Performance Contract

This contract for the personal services of musician(s) on the engagement below is made on this day, May 25, 2010, between the undersigned, Long Branch Chamber of Commerce, herein referred to as "CLIENT" and the performer(s), Bob Burger herein referred to as "ARTIST".

The ARTIST agrees to render to CLIENT personal services and CLIENT agrees to hire the ARTIST on the following terms and conditions:

Place: Pier Village, Ocean Avenue, Long Branch, NJ

Date of engagement: Thursday, August 18, 2011 Time of engagement: 7:00PM

Number/duration of sets: 1 set / 1 1/2 hour per set. Number/duration of breaks: 0 breaks.
Number of Musicians: 5

CLIENT shall pay the agreed upon amount of \$1000.00 in the form of a check sent directly to ARTIST payable to Robert J. Burger after the completion of said engagement.

CLIENT shall provide sound production for the event. CLIENT shall provide parking passes for at least six (6) vehicles to provide musicians and staff access to the venue.

No performance shall be recorded, reproduced or transmitted in any manner without permission of ARTIST.

It is agreed that the undersigned ARTIST is an independent contractor and not an employee of CLIENT.

The agreement of the ARTIST to perform is subject to proven detention by illness, accident, act of God, or any other legitimate condition beyond control.

CLIENT understands that they are obligated to pay for the services of the ARTIST unless it becomes impossible for the purchaser due to act of God, or any other legitimate condition beyond control.

Barry Stein
Representing Long Branch Chamber of Commerce
Long Branch, NJ

 2/3/11
Robert J. Burger
67 Surrey Lane, Eatontown, NJ 07724

R# 57-11

RESOLUTION AWARDING CONTRACT FOR PURCHASE
OF RECYCLING CONTAINERS FOR THE
DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Long Branch has the need to purchase Recycling Containers for use by the Department of Public Works; 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 February 23, 2011, for one hundred (100) Recycling Containers and the following bid was received:

Wausau Tile Inc. \$ 86,148.00

Whereas, the bid documents were reviewed by the Purchasing Agent, and found to be in order; 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 purchase from the following line item appropriations G-07-022-401 - \$ 2,254.88, G-08-022-101 - \$ 7,255.65 G-08-022-401 - \$ 7.05, G-09-022-101 - \$ 50,253.59, G-10-022-101 - \$ 26,376.83 in the amount not to exceed \$ 86,148.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that a contract be awarded to Wausau Tile Inc., for the purchase of one hundred (100) Recycling Containers, in accordance with the bid specifications and proposal herein attached, for a cost not to exceed \$ 86,148.00

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 2, 2011
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 2 DAY OF MARCH 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.N.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 ONE HUNDRED (100) RECYCLING CONTAINERS

Said contract being made as follows:

WAUSAU TILE INC.	\$ 86,148.00
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Said funds being available in the form of:

GRANT BUDGET	
LITTER CONTAINERS	
G-07-022-401	\$ 2,254.88
G-08-022-401	\$ 7,262.70
G-09-022-401	\$ 50,253.59
G-10-022-401	\$ 26,376.83


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

3/7/11
Date

**CITY OF LONG BRANCH
BID DOCUMENT CHECKLIST**

REQUIRED
BY OWNER

READ, SIGNED
& SUBMITTED

<input checked="" type="checkbox"/>	EXECUTED BID PROPOSAL FORM	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	STOCKHOLDER DISCLOSURE CERTIFICATION	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	NON-COLLUSION AFFIDAVIT	<input checked="" type="checkbox"/>
<input type="checkbox"/>	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	BID/PROPOSAL SECURITY (IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	CERTIFICATE OF SURETY	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	BUSINESS REGISTRATION CERTIFICATE	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	AFFIRMATIVE ACTION QUESTIONNAIRE	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	INSURANCE CERTIFICATE(S)	<input checked="" type="checkbox"/>
		REVIEWED
<input checked="" type="checkbox"/>	MANDATORY AFFIRMATIVE ACTION LANGUAGE	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	AMERICANS WITH DISABILITIES ACT OF 1990	<input checked="" type="checkbox"/>
<input type="checkbox"/>	PREVAILING WAGE REGULATIONS	<input type="checkbox"/>

PROPOSAL FORM

Wausau Tile, Inc.

Bidder's Name

P.O. Box 1520, Wausau, WI 54402-1520

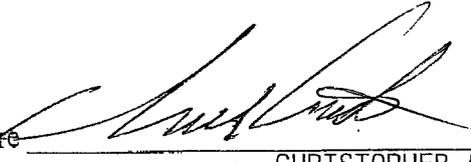
Bidder's Address

The UNDERSIGNED, as Bidder, declares that the only person or parties interested in this proposal as principle are named in the annexed Disclosure of Ownership Statement; that this proposal is in all respect fair and without collusion or fraud; that he/she has carefully examined the annexed Bid/Contract Documents (Including Instructions to Bidders, Specifications and Form of Agreement) and that he/she proposes and agrees that if this proposal is accepted, he/she will within ten (10) days, enter into a contract with the City of Long Branch which shall be approved by the Mayor and Council to provide the work/service/equipment/goods as in the Bid/Contract Documents in the manner and time therein specified and will take full payment therefore the sum of:

TOTAL AMOUNT BID

\$ 86,148.00

Legal Signature



Date

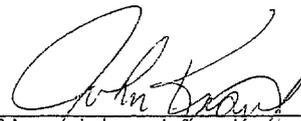
2-15-11

CHRISTOPHER ANTOSCH
TERRA FORM MANAGER

WAUSAU TILE, INC., A CORPORATION



Signed by Bryan Borrell, President of Wausau Tile, Inc.
Wausau Tile, Inc., Incorporated in State of Wisconsin



Signed by John Knäuf, Vice President of Wausau Tile, Inc.
Wausau Tile, Inc., Incorporated in State of Wisconsin

The City of Long Branch is requesting bids for the below described item:

Units to be one complete unit with (2) separate tops (1) solid waste (trash) (1) recycling

MATERIALS

Units to be reinforced concrete pre-cast constructions composed of the following materials:

PORTLAND CEMENT

Meeting ASTM C-150 specifications

AGGREGATES Meeting ASTM C-33 specifications cleaned and properly graded to size.

Aggregates shall be blended to meet individual project requirements.

COLORING: Pigments used shall be inorganic, resistant to alkalinity and used per manufacturer's recommendations.

REINFORCEMENT AND HARDWARE To conform with ACI and manufacturers design. Reinforce pre-cast with deformed rods or wire, or both, as recommended by pre-cast concrete manufacturer. Reinforcing to be minimum ¼ "steel rebar.

CAULKS AND SEALANTS - To be urethane or polyurethane. Color to be selected from standard color pallet. Sealer to be colorless, pure acrylic water-repellent penetrating sealer. Sealer to maintain natural look of concrete surface with no glaze or gloss, darkening or color change.

MANUFACTURING- Tolerances, all units to conform to shop drawings, with a 1/8" tolerance in dimension.

PRECAST SURFACES AND EDGES- All exposed edges to have a minimum 1/8" chamfer to prevent chipping. Finished surfaces to match approved control sample. All pre-cast concrete finished surfaces to be sealed with a sealer approved by the manufacturer.

INSPECTION- All units are to be examined for defects in existing work or substrate and deviation beyond allowable tolerances for the substrate.

DIMENSIONS- Unit size to be 50"Lx25"Wx46"H weight no to exceed 1500 lbs. capacity to be 45 gal per can(2).

LINERS- Units to contain 2-45 gal polyethylene liners with 2-security cable assemblies.

LOGO- Units will have clear acrylic recycling logo's on front and side for the recycling bin, also acrylic logo's (2) on front of each container (city to designate what wording they require).

LIDS- Lids to be made of linear low density polyethylene with uv inhibitors added which "block" ultraviolet sun-rays from attacking the polymer chains or links in the resin. Push door style opening for trash and circle opening for recycling lid. City to designate the lids colors.

PRICING- should be based on an order for 100 units, delivered.

DELIVERY- Units to be delivered to the Long Branch Dept of Public Works 636 Joline Ave. Long Branch, N.J. 07740. Prior to delivery successful bidder is to contact Fred Migliaccio Director at (732) 571-6520.

STOCKHOLDER DISCLOSURE CERTIFICATION

If bidder is a Sole Proprietorship, check here _____
And do not complete this statement.

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, of the State of New Jersey, declares and submits this Statement of Ownership.

Bidder is:

Partnership () Limited Partnership () Corporation () Limited Liability Corporation ()
Limited Liability Partnership () Sub-Chapter S Corporation (x) Corporation-Other ()

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. (Use additional sheets in this format if necessary.)

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Stockholder/Partner

Name Edward J. Creske
Home Address 889 Rangeline Road
Mosinee, WI 54455

Name Mary J. Creske
Home Address 5365 Cherry Hills Drive
Palm Springs, CA 92264

Name Bill J. Creske
Home Address 1159 Highway 153 West
Mosinee, WI 54455

Name Cindy Creske Schwartz
Home Address 13784 Evergreen Court
Apple Valley, MN 55124

Name Joyce J. Creske
Home Address 889 Rangeline Road
Mosinee, WI 54455

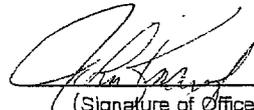
Name _____
Home Address _____

(If a corporation or partnership is shown as an owner of 10% or more stock, you must attach a Stockholder Disclosure form for that corporation/partnership.)

THIS FORM MUST BE INCLUDED WITH BID SUBMISSION.

Subscribed and sworn
Before me this day

February 15, 2011
February 15, 2011
Carolyn G. Jagodzinski
Notary Public Carolyn G. Jagodzinski
My commission expires: 11-2-14
State of Wisconsin, County of Marathon


(Signature of Officer/Owner) John Knauf
Vice President
John Knauf
(Name and Title)

(CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT

WISCONSIN
STATE OF ~~NEW JERSEY~~
COUNTY OF MARATHON

I, Christopher Antosch residing in Mosinee
(name of municipality)

in the County of Marathon and State of Wisconsin of full age,

being duly sworn according to law on my oath dispose and say that:

I, am Terra Form Manager of the firm of Wausau Tile, Inc.
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled B-2010-05 One Hundred
(title of bid proposal)
(100) Trash Units, and that I executed the said proposal with full authority to do so,

that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Long Branch relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit, in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Wausau Tile, Inc.
(name of firm)

Subscribed and sworn to
before me this day


(signature of affiant) Christopher Antosch

February 15 2011
February 15, 2011


(signature of notary) Carolyn B. Jagodzinski

My Commission expires: 11-2-14



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221057

Certificate No. 002913666

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John R. Guerndt, Stephanie Schreiner, and Tina Gordon

of the City of Mosinee, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of April, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 2nd day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

11/04/04

Taxpayer Identification# 390-957-472/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

Wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: WAUSAU TILE, INC.	TRADE NAME:	
ADDRESS: 900 BUSINESS HIGHWAY 51 WAUSAU WI 54981	SEQUENCE NUMBER: 0849557	
EFFECTIVE DATE: 09/01/01	ISSUANCE DATE: 11/04/04	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

Yes No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: Wausau Tile Inc

SIGNATURE: Lynn Jhusus

TITLE: AAP Coordinator

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE

SECTION A - COMPANY IDENTIFICATION

1. FID. NO OR SOCIAL SECURITY 39-0957472	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 319
4. COMPANY NAME Wausau Tile Inc		
5. STREET 9001 Bus Hwy 51	CITY Rothschild	COUNTY Marathon
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		STATE WI
		ZIP CODE 54474
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
8. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input type="text"/>		
10. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text"/> 319		
11. PUBLIC AGENCY AWARDED CONTRACT CITY STATE ZIP CODE		

OFFICIAL USE ONLY

DATE RECEIVED-MO/DAY/YR	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (Permanent)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers	6	6	0	0	0	0	0	0	0	0	0	0
Professionals	14	10	4	0	0	0	0	0	0	0	0	0
Technicians	9	7	2	0	0	0	1	0	0	0	0	0
Sales Workers	16	8	8	0	0	0	0	0	0	0	0	0
Office and Clerical	20	6	14	0	0	0	0	1	0	6	0	0
Craftworkers (Skilled)	10	10	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	76	76	0	0	0	3	0	0	0	0	0	0
Laborers (Unskilled)	167	164	3	1	0	3	3	0	0	0	0	0
Service Workers	1	1	0	0	0	0	0	0	0	0	0	0
TOTAL	319	288	31	0	0	0	0	0	0	0	0	0
Total employment from Previous Report (If any)	317	285	32	1	0	6	4	1	0	0	0	0

The data below shall NOT be included in the figures for the appropriate categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input checked="" type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (Specify)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA-302) SUBMITTED? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	16. IF NO, DATE OF LAST REPORT SUBMITTED 7 19 2010 MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED FROM: 9-05-2010 TO: 9-18-2010		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) Lynn Trusius	SIGNATURE <i>Lynn Trusius</i>	TITLE AAP Co-Ord.	DATE 2 15 2011 MO. DAY YEAR
18. ADDRESS (NO. & STREET) (City) (State) (Zip Code) 9001 Bus Hwy 515 Rothschild WI 54474		Phone (Area Code, No., Extension) 715-359-3121	

Affirmative Action Office
 Public Agency
 Contractor



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)
02/15/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Compass Insurance Services Inc 1205 Cedar Rd Mosinee, WI 54455 John Guerndt	715-693-0100	CONTACT NAME: Stephanie Schreiner
	715-693-0150	PHONE (A/C, No, Ext): 715-693-0100 FAX (A/C, No): 715-693-0150
		E-MAIL ADDRESS: stephanie.schreiner@compassinsurance.net
		PRODUCER CUSTOMER ID #: WAUSA-5
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Travelers Property Casualty
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED
Wausau Tile Inc.
Imperial Industries Inc.
PO Box 1520
Wausau, WI 54402-1520

NAIC #
25674

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Y-630-1249C103-TIL-06	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			840-3515A371 IND 11	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			YSM-CUP-2693C943-TIL-06	01/01/11	01/01/12	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	YDTTEUB-2379C08-5-06	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	CA Work Comp			UB-323D764-2	01/01/11	01/01/12	CA Limits 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
LONGBRA City of Long Branch 344 Broadway Long Branch, NJ 07740	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Guerndt

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EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

THE CONTRACTOR IS REQUIRED TO SUBMIT, PRIOR TO OR AT THE TIME THE CONTRACT IS SUBMITTED FOR SIGNING BY THE PUBLIC AGENCY, ONE OF THE FOLLOWING THREE DOCUMENTS:

- I. APPROPRIATE EVIDENCE THAT THE CONTRACTORS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM.*
- II. A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL IN ACCORDANCE WITH N.J.A.C. 17:27-4.*
- III. AN INITIAL EMPLOYEE INFORMATION REPORT CONSISTING OF FORMS PROVIDED BY THE AFFIRMATIVE ACTION OFFICE AND COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH N.J.A.C. 17:27-4.*

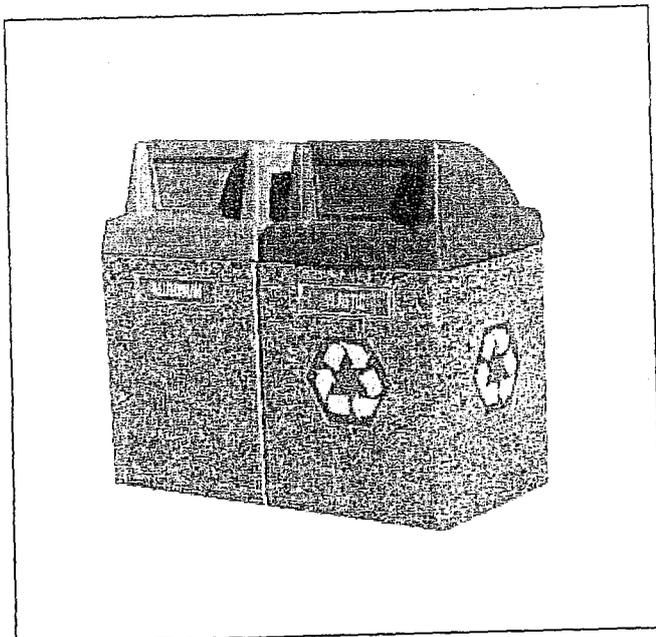
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



Size: 50" L x 25" W x 46" H
Weight: 1,440 Lbs.
Capacity: 45 gal. per can x 2
Material: Reinforced concrete
Reinforcing: 1/4" Dia. steel rebar
Parts: 2- plastic lids
 2- 45 gal. polyethylene liners
 2- security cable assemblies
Logo Options: Logo included

Granitex:

2078F, 4028F, 6208F, 1168F, 2098F

Exposed Aggregate:

Tan w/ Gray matrix - Misty Gray w/ Gray Matrix
 Tan w/ Brown Matrix - Tan w/ Sand Matrix

Weatherstone:

Gray - French Gray - Sand - Buff - Cream - Brown - Brick Red -
 Light Charcoal - Soulard Green

Recycled Glass Aggregate (Weatherstone or Exposed):

Clear - Emerald - Blue - Amber - Champagne - Charcoal

Plastic Lids:

Brown - Gray - Charcoal - Blue - Red - Green - Black

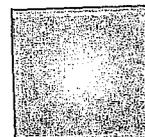
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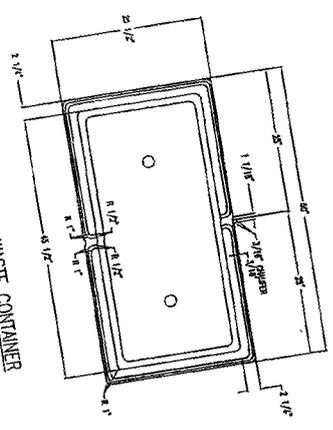
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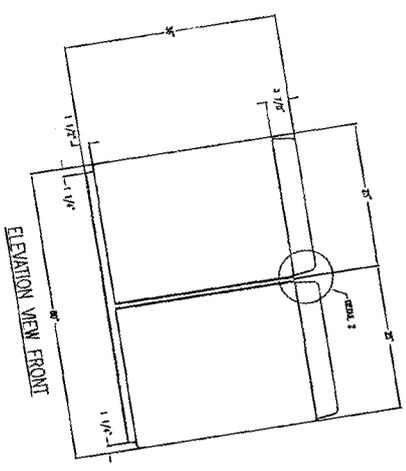
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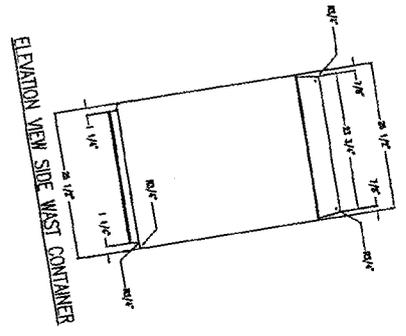
Accessory Options



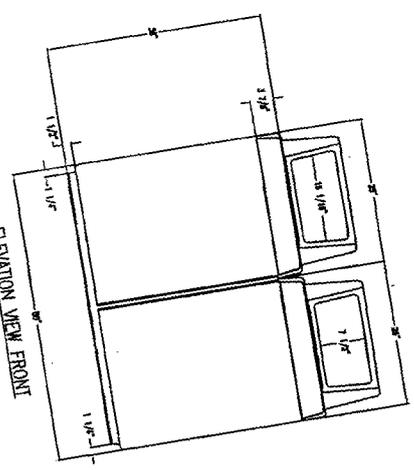
TOP VIEW WASTE CONTAINER



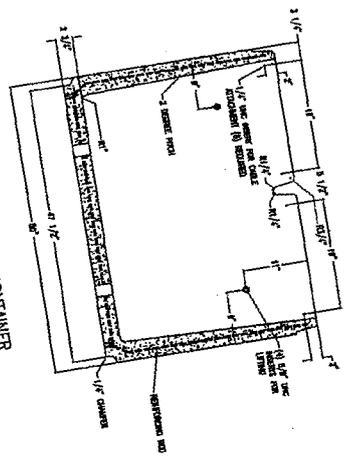
ELEVATION VIEW FRONT



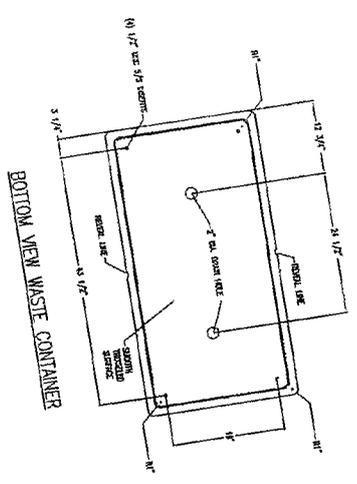
ELEVATION VIEW SIDE WASTE CONTAINER



ELEVATION VIEW FRONT



SECTION VIEW WASTE CONTAINER



BOTTOM VIEW WASTE CONTAINER

WATSAU TIRE SITE FURNISHINGS									
NO.	QTY.	DESCRIPTION	UNIT	PRICE	TOTAL	DATE	BY	CHKD.	APPROVED
1	1	1	1	1	1				
2	1	1	1	1	1				
3	1	1	1	1	1				

DRAWN BY: M.S.
 CHECKED BY: M.S.
 DATE: 11-10-07

Kathy Schmelz

From: "Fred Migliaccio" <fmigliaccio@ci.long-branch.nj.us>
To: "Kathy Schmelz" <kschmelz@ci.long-branch.nj.us>; "Mike Hrbek" <mhrbek@ci.long-branch.nj.us>;
"Mauro Baldanza" <mbaldanza@ci.long-branch.nj.us>
Sent: Wednesday, March 02, 2011 2:25 PM
Subject: Trash and Recycling Containers

I have reviewed the bid for the Recycling and Trash Containers and find that Wausau Tile Inc. appears to be the responsive bidder to supply 100 units. The color to be selected is B9 Souldard Green. Therefore we should award the bid to Wausau Tile Inc. for 100 units at a total of \$86,148.00.

3/2/2011

R# 58-11

LONG BRANCH PESTICIDE REDUCTION RESOLUTION

WHEREAS, it is the desire of the Mayor and Council of Long Branch to promote matters which benefit the health, welfare, comfort and safety of the citizens of the community; and

WHEREAS, Integrated Pest Management is the coordinated use of pest and environmental information and all available pest control methods (sanitation, mechanical, biological and "least toxic" chemical) to prevent unacceptable levels of pest damage by the most economical means with the least possible hazard to people, property and the environments; and

WHEREAS, Integrated Pest Management has been investigated and considered by the Environmental Commission and it is recommended by the Environmental Commission as a desirable and appropriate policy in order to reduce or eliminate the use of pesticides, and

WHEREAS, the City of Long Branch does maintain public properties at which pest management issues are an ongoing concern; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the health, welfare, comfort and safety of the City's citizens to adopt Integrated Pest Management as the City's pest management policy.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Long Branch that the City does hereby adopt Integrated Pest Management as the pest control policy and strategy to be employed in the maintenance of the City's public properties and facilities; and

BE IT FURTHER RESOLVED, that the Mayor and Council of the City of Long Branch encourage all citizens to make every effort to participate in this endeavor on their own property, and that the City will designate certain public properties such as community parks as "Pesticide Free Zones". These areas will be posted with a sign indicating that the chemical pesticides have not been applied at the site.

MOVED: Sirianni
SECONDED: Pallone

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 9th DAY OF MARCH, 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

Integrated Pest Management for the City of Long Branch

What is Integrated Pest Management? Integrated Pest Management (IPM) is a method of managing insects, undesired plants, and plant diseases with the tools that are least likely to impact human health or the environment. It involves developing a plan, such as this plan for the City of Long Branch. Integrated Pest Management means that regular monitoring of the site must occur to ensure detection of a pest problem and to correctly identify the problem. It will include steps in the management, such as recognizing a threshold where a pest will require action or where no action is necessary. When some action is necessary, IPM dictates what the action should be, typically starting with manual or non-chemical management tools and resorting to more persistent or stronger pesticides if the problem reaches a threshold. After an action is taken, effective IPM will evaluate the success of the action and follow-up as appropriate. The best IPM balances the action and economics of pest control with impacts to the environment and human health. Briefly stated, IPM plans actions, monitors pest levels, sets action thresholds and evaluates success of a coordinated array of tools to control pests.

This document will provide a plan for integrated pest management within the City of Long Branch. As a policy and operational procedure, the use of pesticides will be limited at all public parks and city facilities in the City of Long Branch. This plan will delineate what types of pest management practices will be used and what areas of the parks will receive particular treatments. This plan makes clear the Board of Chosen Freeholders' intention to protect our natural resources and to provide children with safe and healthy places to play. The plan may be updated as necessary to recognize new management tools or options.

Implementation of this management plan must recognize that to minimize use of pesticides in all areas of the parks and public facilities, a close watch of the lands must be maintained. Regular inspections should be scheduled to assure that pests or invasive species do not gain so much territory that rapid, intensive, pesticide treatment would be necessary to regain control of the pest.

Integrated Pest Management activities will consist principally of using native plant species and biological controls to encourage natural land management. Manual/mechanical controls, such as pulling weeds by hand or mowing, will be the first choice for management of invasive or undesirable plant species when and where most feasible. Other low impact pest management tools (listed below) are also available for use when manual or mechanical controls are impractical.

The use of pesticides should be reviewed and limited so that they are not applied unnecessarily or as a matter of routine. Where plant, fungal or insect pests become otherwise unmanageable by the various low impact pest management methods, pesticides may be used as a control method of "last resort". When pesticide use is

required, public notification shall be made as detailed below and in accordance with applicable NJDEP regulation.

I. "Pesticide-Free Zones" (PFZ)

The following areas have been designated as "Pesticide-Free Zones" (PFZ):

A. Family Areas

The PFZ includes and extends to a distance of 50 feet from each of the following areas:

- Playgrounds – this will include all areas of play equipment
- Picnic grounds – this will include areas established as picnic areas with picnic tables and/or grills
- Pavilions / rest areas

B. Waterways

The PFZ includes and extends to a distance of 300 feet from any stream bank, pond, lake or natural wetland.

Low impact pest management tools for PFZ's include:

1. Native Plantings – planting of primarily native species to ensure the least need for fertilizers and pesticides
2. Manual/Mechanical Control – hand weeding, cutting, mulching
3. Vinegar or citric acid products
4. Burn-out" ®
5. Corn gluten
6. Neem
7. Horticultural oil (dormant oil)
8. Potassium soaps of fatty acids
9. Boric acid
10. Diatomaceous earth
11. Microbe based insecticides(B.t.)
12. Non-pesticide pest traps
13. Biological controls (predator species)

If the low impact tools listed above are shown to be ineffective, the following chemical pesticides may be used(with notification posting):

1. Various pyrethrins insecticides
2. Glyphosate(different formulations)

II. Invasive Species Control Areas

Some areas within the parks system may have existing or may develop disturbed and degraded areas with invasive species of vegetation or may become infested with invasive insect species. These special habitats may require more drastic, rapid, or pesticide intensive treatments to retain the native species and minimize damage to parklands. However, in any control event, pesticides will be the tool of last resort.

Primary pest management tools for Invasive Species Control Areas include any of the tools listed above for waterways or family use areas. However if the low impact tools listed above are shown to be ineffective, the following chemical pesticides may be used:

1. Various pyrethrins insecticides
2. Glyphosate(different formulations)

However, if the IPM coordinator determines these methods to be ineffective, then methods listed below may be employed.

- Indoors – Insecticides may be used from the list below. Baits/gels will be the preferred option if sanitation/exclusionary measures fail to control a pest problem. Notice will be posted at the structure or bulletin board. Pyrethrin applications will be used only if baits/gels fail to control a pest problem.
 1. Hydramethylnon roach bait stations
 2. Fipronil roach bait stations
 3. Avermectin roach/ant bait stations
 4. Sulfluramin ant bait stations
 5. Bromodionlone rodent control
 6. S-hydroprene roach and insect control devices
 7. Various pyrethrin insecticides
- Outdoors – If low impact tools listed in I and II above are ineffective, pesticides used at these specific sites may include the following:
 - A. Glyphosate (different formulations)
 - B. Bifenazate acaricide
 - C. Imidacloprid (different formulations)
 - D. Pyrethrin

IV. Public education and Notification

City parks and public facilities will be posted with a map designating the PFZ zones at the park information shelter and/or at the PFZ site with an explanation that PFZ means no pesticides are used in the area in order to protect children, pets, and the waterways of the parks. Non-toxic methods may be used if needed, and if a pesticide is deemed necessary, a sign will be posted in advance letting people know of the application.

When pesticide use is necessary in any City park or public facility application shall be made when public use of the area is minimal. **Notice of the application** will be posted

at the park information shelter or public facility 48 hours in advance of the application and will remain in place for 72 hours after the treatment. The notice will state the area of the park to be treated, the pesticide to be applied with the EPA registration number, the precautionary statement from the label, and the reason the pesticide is being applied. The area will be flagged at the time of the treatment and the flagging will remain in place for 72 hours after the treatment.

R# 59-11

RESOLUTION APPOINTING ROBERT DOOLEY AS AN ALTERNATE I MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT FOR THE UNEXPIRED TERM OF CHRISTOPHER SONNTAG

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Robert Dooley as an alternate I member of the Long Branch Zoning Board of Adjustment for the unexpired term of Christopher Sonntag to expire on December 31, 2011.

MOVED: *Sigianni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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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 8 DAY OF MARCH, 2011
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 60-11

**RESOLUTION APPOINTING CHRISTOPHER SONNTAG AS A MEMBER OF THE
LONG BRANCH ZONING BOARD OF ADJUSTMENT FOR THE UNEXPIRED TERM
OF JONATHAN MATTHEWS**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Christoher Sonntag as a member of the Long Branch Zoning Board of Adjustment for the unexpired term of Jonathan Matthews to expire on December 31, 2014.

MOVED: *Sirianni*
SECONDED: *Pallone*

AYES: *5*
NAYS: *0*
ABSENT: *0*
ASBSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, FATHY L. SCHEMLE, MUNICIPAL CLERK OF THE CITY OF
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JERSEY THIS 9th DAY OF MARCH 2011
Fathy L. Scemle
MUNICIPAL CLERK, R.M.C.

R# 601-11

**RESOLUTION AWARDING BID FOR
LEASE OF THE WEST END CONCESSION STAND**

WHEREAS, the City of Long Branch has determined that it is in the best interest of the City and the general public to lease the building, located at the City-operated West End public bathing beach, West End Avenue and the boardwalk, Long Branch, New Jersey, for use as a concession stand; and

WHEREAS, in accordance with N.J.S.A. 40A:12-14(a), the governing body is permitted to authorize leasing of real property in this manner; and

WHEREAS, the City Council, by adoption of Resolution R # 27-11 has set the terms and conditions for a three year lease, including a minimum bid price of \$6,500 per year, and the City has advertised in accordance with New Jersey Statutes that it would take oral bids at auction on March 2, 2011, and

WHEREAS, three bidders submitted bids The Surf Shack LLC., \$ 11,100.00 Belmont's Restaurant \$ 11,000.00 and Gianni's \$ 9,700.00 and it is in the best interest of the City of Long Branch to accept the bid from The Surf Shack LLC., in the amount of \$ 11,100.00 per year, and \$ 33,300.00 for the three year period, and this bid was conditionally accepted by the Business Administrator, contingent upon award of the lease by the Long Branch City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a three year lease of the building located at the City-operated West End public bathing beach, West End Avenue and the boardwalk, be awarded to The Surf Shack LLC., in accordance with the terms and conditions set forth in the lease document, bid documents executed by the bidder, and the terms and conditions of Resolution # 27-11 for the sum of \$ 11,100.00 per year, and \$ 33,300.00 for the term of the lease.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 8 DAY OF MARCH, 2011
Kathy L. Schemelz
MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
BID DOCUMENT CHECKLIST**

At Tony Costantino

**REQUIRED
BY OWNER**

**READ, SIGNED
& SUBMITTED**

- | | | |
|---|--|--------------------------|
| X | EXECUTED BID PROPOSAL FORM | <input type="checkbox"/> |
| X | STOCKHOLDER DISCLOSURE CERTIFICATION | <input type="checkbox"/> |
| X | NON-COLLUSION AFFIDAVIT | <input type="checkbox"/> |
| X | BID/PROPOSAL SECURITY
(IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000) | <input type="checkbox"/> |
| X | BUSINESS REGISTRATION CERTIFICATE | <input type="checkbox"/> |
| X | AFFIRMATIVE ACTION QUESTIONNAIRE | <input type="checkbox"/> |
| X | INSURANCE CERTIFICATE(S) (at signing of lease) | <input type="checkbox"/> |
| | OTHER - | <input type="checkbox"/> |

REVIEWED

- | | | |
|---|---|--------------------------|
| X | MANDATORY AFFIRMATIVE ACTION LANGUAGE | <input type="checkbox"/> |
| X | AMERICANS WITH DISABILITIES ACT OF 1990 | <input type="checkbox"/> |

PROPOSAL FORM

(Cont'd)

The undersigned is an/a (....) individual, (....) partnership, (....) corporation organized under the laws of the State of New Jersey, having its principal offices at:

11 Burdge Drive, Middletown NJ 07748

Phone Number 732 615-8484 Fax Number _____

Trade Name of Bidder THE SURF SHACK LLC

Federal I.D. # or Social Security # 274-688-575/000

1. Signature Christine Marino

Name Christine Marino

Title Manager

2. Signature Ronald G. Marino

Name Ronald G. Marino

Title Registered Agent

3. Signature _____

Name _____

Title _____

Signed this 28th day of FEBRUARY, ~~20~~ 2011

Note: If a partnership all partners must sign. If a corporation, two properly authorized officers must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved. Attach additional signature sheets in the above form if necessary.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership | | |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Corporation-Other _____ | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.
Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

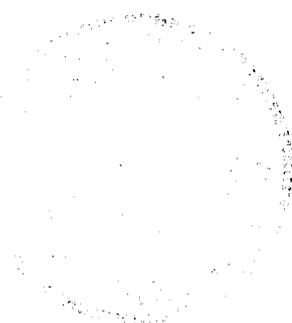
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 1 day of March, 2011.

(Notary Public)

My Commission expires:



Christine Manno
(Affiant)

Christine Manno Manager
(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of MONMOUTH

SS:

I, _____ residing in Middletown
(name of affiant) (name of municipality)
in the County of MONMOUTH and State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:

I am Managers of the firm of SURF SHACK LLC
(title or position) (name of firm)

_____, the bidder making this Proposal for
the bid entitled WEST END CONCESSION Stand, and that I executed the said
(title of bid proposal)
proposal with full authority to do so that said bidder has not, directly or indirectly entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of
free, competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the **City of Long Branch** relies upon the truth of the statements contained in
said Proposal, and in the statements contained in this affidavit in awarding the contract for
the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by

THE SURE SHACK
(Name of firm)

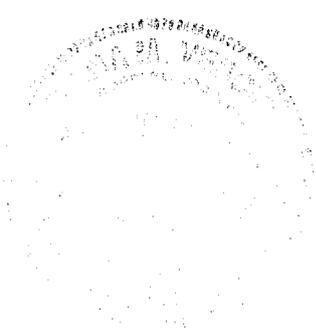
Subscribed and sworn to
before me this day
3. 11 200 2011

Christine Manno
(Signature of affiant)

[Signature]
Signature of Notary Public

Christine Manno
(Type or print name of affiant under signature)

(Seal)
My Commission expires 11/9/12



REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH
THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

Yes No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: THE SURF SHACK LLC

SIGNATURE: Christine Marino

TITLE: Manager

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Director,
James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

THE SURF SHACK LIMITED LIABILITY COMPANY

TRADE NAME:

ADDRESS:

11 BURDGE DRIVE
MIDDLETOWN NJ 07748

SEQUENCE NUMBER:

1615702

EFFECTIVE DATE:

02/01/11

ISSUANCE DATE:

02/01/11

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-08) D205648V

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

THE SURF SHACK LIMITED LIABILITY COMPANY
0400394410



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
31st day of January, 2011

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 119376130

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

THE SURF SHACK LIMITED LIABILITY COMPANY
0400394410

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department a
Certificate of Formation on January 28th, 2011
and that the attached is a true copy of this
document as the same is taken from and compared
with the original(s) filed in this office and now
remaining on file and of record.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
31st day of January, 2011*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 119377376

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCeru/JSP/Verify_Cert.jsp

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

THE SURF SHACK LIMITED LIABILITY COMPANY
0400394410

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 01/28/2011 and was assigned identification number 0400394410. Following are the articles that constitute its original certificate.

1. **Name:**
THE SURF SHACK LIMITED LIABILITY COMPANY
2. **Registered Agent:**
RONALD MARINO
3. **Registered Office:**
11 BURDGE DRIVE
MIDDLETOWN, NJ 07748
4. **Business Purpose:**
SEASONAL CONCESSION STAND
5. **Effective Date of this filing is:**
01/28/2011
6. **Members/Managers:**
CHRISTINE MARINO
11 BURDGE DRIVE
MIDDLETOWN, NJ 07748
7. **Main Business Address:**
11 BURDGE DRIVE
MIDDLETOWN, NJ 07748

Signatures:
CHRISTINE MARINO
AUTHORIZED REPRESENTATIVE

Continued on next page ...



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	THE SURF SHACK LIMITED LIABILITY COMPANY
Trade Name:	
Address:	11 BURDGE DRIVE MIDDLETOWN, NJ 07748
Certificate Number:	1615702
Effective Date:	February 01, 2011
Date of Issuance:	February 28, 2011

For Office Use Only:
20110228160503080

Surf Shack Menu

<u>Breakfast</u>	<u>Lunch & Dinner</u>	<u>Salads</u>
Coffee or Tea \$ 1.50	<u>From the Grill</u>	House \$ 5.50
Coffee or Tea 16 oz \$ 1.75	Sabarett Hot Dog \$2.50	w.Chicken Salad \$6.95
Assorted Muffins \$ 1.75	Hamburger \$ 3.25	w.Grilled Chicken \$ 6.95
	Cheeseburger \$ 3.95	w.Tuna Salad \$ 6.75
	Big Surf Burger \$4.95	
	Cheese Steak \$ 6.95	<u>COMBO MEALS</u>
	Sausage & Pepper Hero \$ 6.75	<u>Served with French fries</u>
<u>Bagels</u>	Grilled Chicken Club \$ 6.95	Hamburger \$ 4.75
With Cream cheese \$ 2.00		Cheeseburger \$ 5.25
Buttered \$ 1.75	<u>APPETIZERS</u>	Hot Dog \$ 3.95
Plain \$ 1.25	French Fries \$2.50 \$ 3.50	3 Chicken Fingers \$ 5.95
Fresh Fruit Cup \$ 3.25	with cheese \$.75	5 Chicken Fingers \$ 7.95
<u>EGGS</u>	Chicken Fingers-3 \$ 3.95	3 Mozzarella Stick \$5.95
2 eggs on a roll or bagel \$ 3.50	Chicken Fingers-5 \$ 6.95	5 Mozzarella Stick \$7.95
With bacon or cheese \$ 3.95	Mozzarella Sticks-3 \$ 3.95	
<u>DRINKS</u>	Mozzarella Sticks-5 \$ 6.95	<u>SNACKS</u>
Water \$1.50 \$ 1.95	Buffalo Wings- 10 \$ 8.00	Churros \$1.50
SODA –fountain \$1.75 \$ 3.00	BBQ Wings-10 \$ 8.00	Soft Pretzel \$2.50
Bottled Soda 20 oz \$ 2.50	<u>Sandwiches Or Wraps</u>	Funnel Cake \$2.95
GATORAIDE \$ 2.50	Tuna Salad \$ 5.50	Nachos-n- Cheese \$2.50
Vitamin Water \$ 2.50	Chicken Salad \$ 5.95	Potato Chips \$1.00
	Grilled Cheese \$ 3.50	
	Peanut Butter & Jelly \$ 3.00	
	B.L.T \$4.50	
<u>FROZEN SNACKS</u>		<u>PASQUALE'S PIZZA</u>
Slushies -red or blue \$2.50 \$3.50		10" Personal Pizza \$5.95
Frozen Snickers, Milky Way, M& M, Kit Kats \$ 1.75		add pepperoni or sausage \$1.00

**AMENDED CERTIFICATION
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:

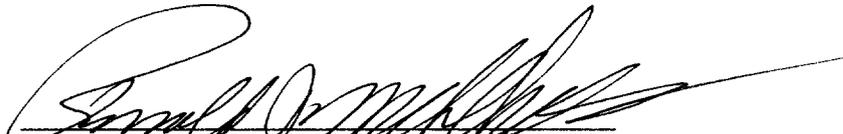
**AUTOMATED PALMPRINT AND FINGERPRINT
IDENTIFICATION SYSTEM**

Said contract being made as follows:

MORPHOTRAK INC.	\$ 42,762.00
------------------------	---------------------

Said funds being available in the form of:

2011 BUDGET ORDINANCE # 3-11 ACQUISITION EQUIPMENT-POLICE APPRO# C-04-102-601	\$ 42,762.00
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Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

3/2/2011
Date

The base 10-print desktop Livescan without options is priced at \$23,832 and includes the following components:

- PC
- 19" Flat screen monitor (Note: if a cabinet is purchased, this monitor is replaced with monitor that comes with the cabinet)
- Ten Fingerprint Image Scanner Block (captures flat and rolled images at 500ppi, FBI IQS-certified)
- SAGEM-MORPHO Tenprint Application Software, including forensic-quality sequence check, quality check, FBI-certified image compression, and slip detection libraries (Compliant with ANSI/NIST-CSL-1993, CJIS-RS-001-v7 and IAFIS-IC-0110-v3)
- Network Card 10/100 Base T
- Universal Power Supply
- Keyboard, Mouse and Signature Capture
- Duplex 10-Print Card Printer

The rugged cabinet option securely houses the ILS2™-R255/D for a booking environment, and includes a protected monitor, delivery, and installation. Should you decide to purchase the cabinet after the installation of the Livescan, an installation charge will apply.

The ILS2™-R255 LiveScan System as defined in the state contract #A68461 is a stand-alone unit and will have no unique customization (e.g. RMS interfaces or custom fingerprint card formats). These types of requests will be handled on a case-by-case basis for each customer.

The MugPhoto system option interfaces directly with the Livescan Booking Station, and features a digital camera with a wall-mounting arm. Front and side profile mug shots are captured through the Livescan software and are transmitted to the New Jersey State Police's mug shot database at the same time as the 10-print fingerprint card transmission. These mug shots can then be accessed through SBI # from a CJIS terminal.

This MugPhoto system features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto system allows for the capture of front and profile mug shots only (no scars/marks/tattoos). Again, these photos are transmitted with the electronic 10-print card, stored in a New Jersey State Police mug shot database, can be retrieved locally via your CJIS terminal. An interface can be set up to store the mug shots locally, but the bulk of the work in setting up this type interface will need to be completed by local agency IT staff. Morphotrak can transmit the ANSI/NIST records to a local agency-specified e-mail address/server (in addition to sending the transmission to the State Police), with the extraction and storage of the mug shots from the ANSI/NIST records solely the responsibility of the local agency.

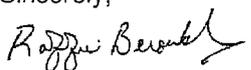
The Palm Capture option will work seamlessly with the Livescan Booking Station and will allow for the capture of lower palms and writer's palms. This option features a FBI-IQS-certified scanner block that allows for the capture of flat/rolled fingerprints and palmprint images at 500ppi on a single platen. Once the livescan captures of the tenprint and palmprint images are complete, the transaction can be electronically transmitted to the State Police AFIS.

Installation of the ILS2™-R255/D is contingent upon establishing a network connection and user agreement with the New Jersey State Police. The law enforcement agency receiving the livescan will be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. The NJSP's permission is required for access to these networks.

The purchase price for the ILS2™-R255/D includes delivery, installation, training and documentation. As with all our products, we offer a one (1) year warranty of both hardware and software from the date of installation. **However, for this contract we are providing two (2) years of annual maintenance at no additional cost beginning in the second year after the one-year warranty expires.** *In other words, there will be no additional maintenance charges until the beginning of the fourth year after installation.* This standard maintenance package provides on-site response for hardware within 24 hours and problem resolution for software within 8 hours. This price covers the equipment for all parts, labor and software. The price quoted does not include applicable State, Federal or Local taxes which would be additional.

If you should require additional information or have any questions please contact Marianne Abolins at (253) 973-2657 or marianne.abolins@morphotrak.com, or David J. Klug at (630) 551-5417 or david.klug@morphotrak.com.

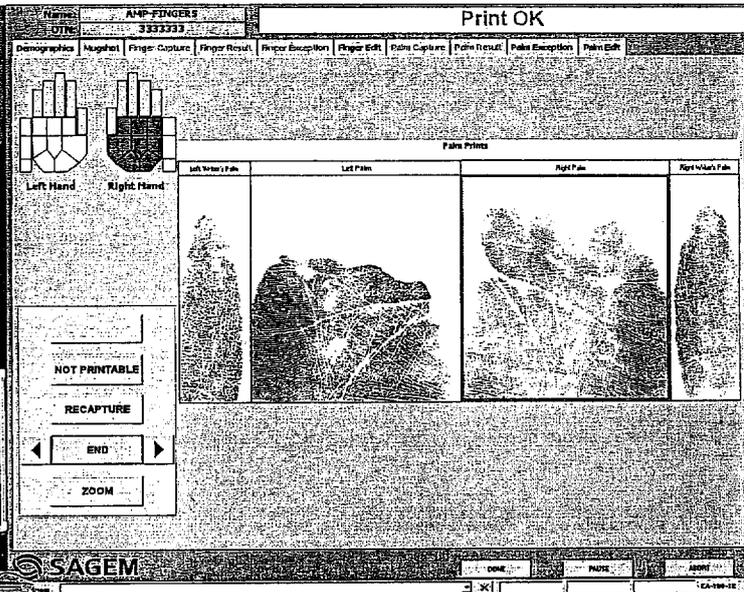
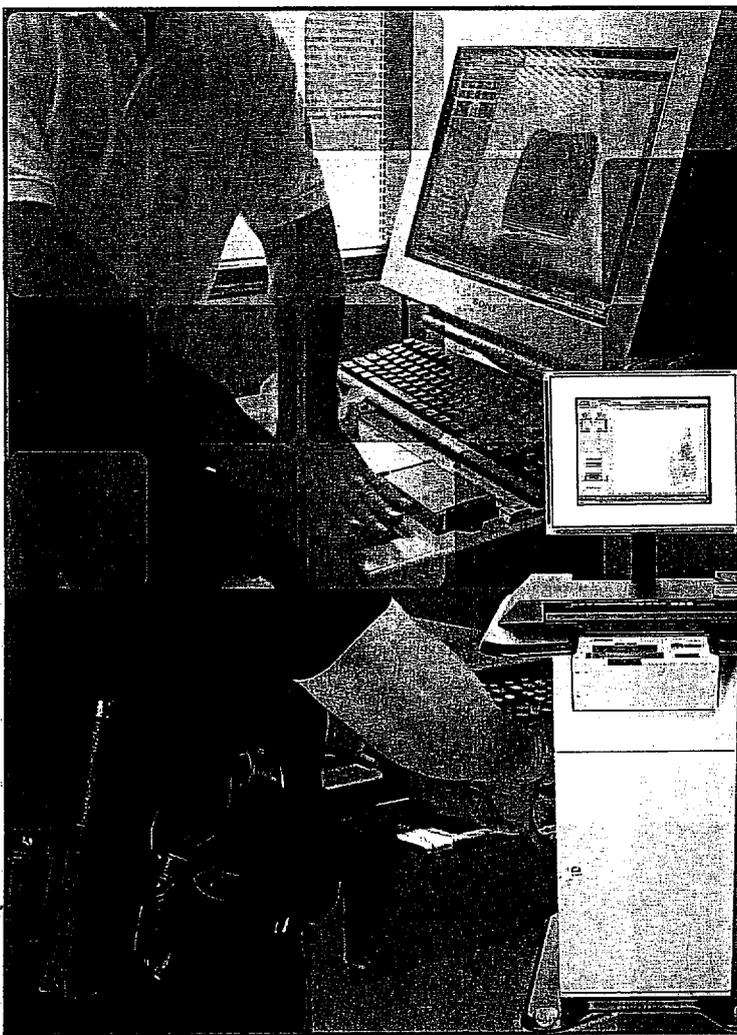
Sincerely,



Raffie Beroukhim
Vice President of Sales
MorphoTrak, Inc.

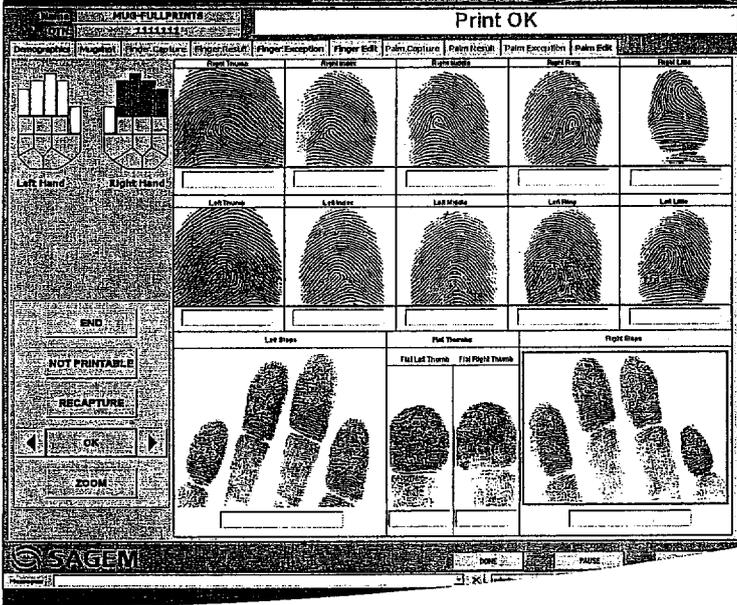
MORPHOTRAK
CORPORATE HEADQUARTERS
113 South Columbus Street Suite 400
Alexandria, VA 22314

Page 3 of 4
Tel: (703) 797-2600
Fax: (703) 706-9549
www.morphotrak.com



Booking Livescan

MorphoTrak ILS2 Livescans



- Intuitive user interface for ease of learning and operation
- 500ppi or 1,000ppi image capture resolution
- MorphoTrak real-time finger sequence check and quality control to ensure maximum image quality
- Customized booking record types
- Customized fingerprint card format printing including the FBI card formats
- Customized integration with AFPIS and the FBI
- Optional mugshot, scars, marks & tattoos capture
- Optional signature capture

A full family of MorphoTrak ILS2 booking products and options are available. Whether you are capturing flat and rolled fingerprints or palm prints and writer's palm, we have a product to meet your needs. ILS2 products are available in desktop or mobile configurations or can be housed in a ruggedized cabinet for added security in a hostile environment.



Biometrics in Action



MorphoTrak
SAFRAN Group

R# 63-11

**RESOLUTION
ACCEPTING MONMOUTH COUNTY DIVISION OF ALCOHOL AND
DRUG ABUSE SERVICES GRANT
IN THE AMOUNT OF \$30,472.00
FOR THE YEAR 2011**

WHEREAS the City of Long Branch has been award, a grant in the amount of \$30,472.00 With a City match of \$7,618.00, and

WHEREAS it is the desire of the City of Long Branch to accept said grant.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Mayor and Municipal Clerk are hereby authorized to sign any and all documents relative to the above referenced grant.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 15th DAY OF MARCH, 2011
Kathy L. Schemelz
MUNICIPAL CLERK, R.M.C.

AGREEMENT #11A-10

THIS AGREEMENT is made this _____ day of _____, 2011 by and between the County of Monmouth, a body corporate and politic of the State of New Jersey having a mailing address of P. O. Box 1255, Freehold, NJ, 07728 ("the County"), and **BOROUGH OF LONG BRANCH** a corporation of the State of New Jersey, having its principal offices at 344 Broadway, Long Branch, NJ, 07740 ("the Agency").

WHEREAS, the County desires to obtain alcoholism/drug abuse Prevention services for the purposes hereinafter stated; and

WHEREAS, the Agency is an organization providing services in Monmouth County including Alcoholism/Drug Abuse Prevention services.

It is agreed:

1. The Division of Mental Health and Addiction Services ("the Division") in the Monmouth County Department of Human Services shall administer this grant agreement on behalf of the County of Monmouth.

2. The term of this contract shall be from **January 1, 2011 through December 31, 2011**.

3. The County agrees to pay the Agency a sum not to exceed **\$30,472** as specified in Appendix A, payable upon the timely submission of properly documented and executed vouchers. The Agency shall submit vouchers only after services have been rendered unless otherwise stated in Appendix A.

4. The Agency agrees to perform the services stated in Appendix A.

5. a. In the event federal, state or local funding is discontinued or materially reduced, the County reserves the right to modify or terminate this contract upon written notice to the Agency. This contract is subject to the availability and appropriation of sufficient funds in the year(s) during which it is in effect.

b. If revenue from other funding sources exceeds the amount contained in the approved budget (Appendix B), the funding allocated by the County may be correspondingly reduced.

6. The Agency is required to adhere to the terms of the approved budget as specified in Appendix B. Funds earmarked for a specific purpose or service must be used as stated in the budget and may not be used for any other purpose without the prior written approval of the County or its authorized agent(s). The County reserves the right to demand from the Agency a refund of any funds used in an unauthorized manner.

7. The Agency shall submit to the Division a Certificate(s) of Insurance, followed by an endorsement(s), as required herein, showing coverage for the acts or omissions of the Agency and its officers, employees, volunteers, and agents in connection with this Agreement, for (a) commercial general liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and (b) workers' compensation and employers' liability insurance of at least \$500,000 per accident, \$500,000 per employee for bodily injury by disease, and \$500,000 for all bodily injury by disease. If applicable to this Agreement and if required by the County, the Agency will also provide a Certificate(s) of Insurance showing coverage for the acts or omissions of the Agency and its officers, employees, volunteers, and agents in connection with this Agreement for: (c) business automobile liability, with a combined single limit of \$1,000,000 and/or (d) professional liability or errors and omissions liability, with minimum limits of \$ 1,000,000 per occurrence and \$3,000,000 in the aggregate. The County reserves the right to revise or waive the amounts of required minimum limits of insurance based on special circumstances demonstrated by the Agency.

The "County of Monmouth, its officers, employees, and agents" shall be named as additional insureds with regard to (a) commercial general liability and, if applicable, (c) business automobile liability and the policy(ies) shall be endorsed to provide this required additional insured status.

The Certificate(s) of Insurance shall indicate, and the policies shall be endorsed to provide for 30 days (with the exception of 10 days for non-payment) advance written notice to the County of the cancellation of, non-renewal of, or any material change to, the insurance policies required of the Agency.

At least 15 days prior to the expiration of any policy listed in the Certificate(s) of Insurance, the Agency shall provide the County with a renewal Certificate(s) followed by an endorsement(s) where required herein, so that the County has evidence of all required insurance being in effect at all times.

If the Agency maintains any coverage on a "claims made" basis, the Agency will continue that coverage with a retroactive date not later than the inception date of this contract. Coverage shall continue for a period of not less than 36 months following the expiration or termination of this contract or the date upon which the Agency last performs services under this Agreement, whichever is later.

All insurers shall be authorized to do business in New Jersey and have an A.M. Best rating of at least A-VII.

8. The Agency hereby agrees to defend, hold and save the County of Monmouth and its departments, agencies, boards, subdivisions and all officers, agents and employees thereof, harmless from and against any and all suits, liabilities, claims and demands of any nature or kind, including attorney's fees, costs and expenses for or on account thereof, for injury to persons or damage to property resulting in whole or in part from the intentional or negligent act or omission of any employee, agent or representative of the Agency.

9. a. The Agency shall have an annual audit performed by an independent certified public accountant in accordance with generally accepted accounting and auditing standards and practices established by the American Institute of Certified Public Accountants and in accordance with all applicable requirements of federal and state law including single audit procedures. In the event the Agency is a political subdivision of the State of New Jersey, the audit will be conducted, prepared and presented in the form and format required by the New Jersey Department of Community Affairs, Division of Local Government Services and N.J.S.A. 40 and 40A. A certified copy of said audit shall be submitted to the Division implementing this contract within nine (9) months following the close of the Agency's current fiscal year. Extensions must be approved in writing by the Division. In addition to the submission of an annual audit, the Agency must also provide copies of the Auditor's management letter(s) and any and all other documents issued in conjunction with said Audit.

b. Without limiting the generality of the foregoing, the Agency will comply with the following insofar as they are applicable to this contract:

- (1) Single Audit Act of 1984, (P.L. 98-502) and any amendments thereto.
- (2) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (pursuant to the Single Audit Act Amendments of 1996, P.L. 104-156, under the authority of sections 503, 1111 and 7501 et.seq. of Title 31 United States Code, and Executive Orders 8248 and 1154).
- (3) Federal Office of Management and Budget (OMB) document OMB circular A-133, Single Audit Acts Amendments of 1996.
- (4) Federal Office of Management and Budget (OMB) document OMB circular A-133, revised June 27, 2003 (effective January 1, 2004).
- (5) New Jersey Department of the Treasury:
 - (a) State Circular 04-04-OMB, Single Audit Policy for recipients of Federal Grants, State Grants, and State aid.
 - (b) State Grant Compliance Supplement.
 - (c) Failure to comply with any applicable laws, rules and regulations shall be sufficient grounds for the termination of this contract.
 - (d) The Agency's specific requirements under Section 9. b. are as stated in Appendix C.
 - (e) The undersigned shall require that the language of this certification (paragraphs 9. b. (5) (a)-(d) above) be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under

grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

c. The County may terminate this Agreement upon 30 days written notice to the Agency if the Agency's audit is not acceptable, (i.e. including, but not limited to, the issuance of a qualified opinion and/or a management letter or other documents issued by the auditor that address material concerns).

10. a. The Agency agrees that, in the performance of this contract, it will comply with all applicable federal, state and local laws, rules and regulations, as amended, including, but not limited to: state and local laws relating to licensure; federal and state laws relating to the safeguarding of client information, including, but not limited to, the Health Insurance Portability and Accountability Act (Appendix D); the Federal Civil Rights Act of 1964; P.L. 1975, Chapter 127 of the State of New Jersey (N.J.S.A. 10:5-31, et seq.), N.J.S.A. 10:2-1, et seq. and related rules and executive orders pertaining to Equal Employment Opportunity (Appendix E); the Federal Equal Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973; applicable provisions of the New Jersey state labor laws; and any regulations promulgated pursuant to any of the above. In addition, and without limiting the generality of the foregoing, the Agency agrees that under the provisions of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 594 of the Rehabilitation Act 1973 and the Americans with Disabilities Act of 1990, no person seeking or receiving public assistance and welfare services shall be subjected to discrimination because of race, color, national origin, age or disability. This protection against discrimination means that the Agency shall not on the grounds of race, color, national origin, age or disability:

- (1) deny any individual seeking or receiving public assistance and welfare services any care or services normally provided by the Agency in the course of conducting its business or profession;
- (2) provide such care or services to such individuals in a different manner than they are normally provided to others;
- (3) subject such individuals to segregation or separate treatment in any manner related to the receipt of such care or services;
- (4) restrict such individuals in any way in the enjoyment of any advantage or privilege enjoyed by others receiving such care or services; or
- (5) treat such individuals differently from others in determining whether and to what extent services should be received.

b. The Agency agrees that its performance under this contract shall strictly comply with the requirements of this paragraph 10. and that the Agency represents and warrants that in the event its agents, servants, employees or sub-contractors violate or are alleged to have violated any of the statutes or regulations referenced herein, the Agency shall indemnify, defend, and hold the County of Monmouth harmless from and against any and all suits, claims, lawsuits, demands or damages of whatever kind or nature arising out of or claimed to arise out of any such alleged violation.

11. Pursuant to N.J.S.A. 52:34-15, the Agency represents and warrants that no person or selling agent has been employed, retained or otherwise engaged to solicit or secure this contract upon an agreement or understanding for the payment of a commission, percentage, brokerage or contingent fee, except bona fide employees of the Agency for the purpose of securing business. Any breach of this warranty shall be sufficient grounds for the annulment of this contract by the County without liability, or in the County's discretion, to deduct from the contract price, consideration, award or grant, the full amount of such commission, percentage, brokerage or contingent fee.

12. The Agency has certified that it is a not-for-profit organization. It is, therefore, not subject to the County's special Pay-to-Play restrictions under Resolution No. 08-397.

13. If federal funding is made available to the Agency either directly or indirectly (pass-through) through this contract: the Agency represents, warrants and certifies that, to the best of its knowledge, information and belief:

a. No federally appropriated funds have been paid by, or on behalf of, the Agency to any persons for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification (paragraphs 13. a. – e., inclusive of this contract) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification as to lobbying is a material representation of fact upon which reliance is placed at the time when this transaction and contract are made and entered into. Submission of this certification as to lobbying is a prerequisite for making or entering into this transaction as provided in 31 U.S.C. Sec 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

e. If federal funding is not being awarded to the Agency through this contract, then State and Local statutes, rules and regulations will apply with regard to paragraph 13. a – e.

14. In the event the Agency neglects or fails to comply with the terms and conditions of this contract, it shall be given written notice by the County of its non-compliance, whereupon the Agency shall have 30 days to come into compliance, in the absence of which, the County shall have the right to immediately terminate this contract. In case of default by the Agency, the County may procure the goods or services from alternate sources and hold the Agency responsible for any excess costs incurred.

15. The Agency, upon request of the County, will make available for audit and inspection during normal business hours, its financial, statistical and client/program records relating to contract services and program expenditure.

16. The Agency shall file with the Division implementing the contract, reports detailing income and expenditures for programs funded in whole or in part by the County.

17. The Agency warrants that it has filed and will file all required federal and state tax reports and has made timely payments of income, FICA, FUTA, unemployment and disability taxes as required by law.

18. The Agency must meet all licensing and insurance requirements of the State of New Jersey and the local jurisdiction within which it operates.

19. The Agency shall safeguard and treat as confidential, information concerning persons referred to or identified in this contract and shall not disclose this information except as authorized by law.

20. Neither this contract nor any rights or obligations arising under this contract may be assigned by the Agency without the written consent of the County.

21. Neither any failure nor delay on the part of the County or the Agency in exercising any right, power or privilege under this contract shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power or privilege.

22. In cases of administrative or financial non-compliance, the County reserves the right to suspend payments.

23. The Agency will impose no fees or charges upon recipients of contract services unless otherwise approved in writing by the Division.

24. The Agency and the County represent and warrant that they have the right, power and authority to enter into this contract and to bind themselves to the terms hereof.

25. All appendices attached hereto are made part of this contract by reference.

26. The Agency represents and warrants that all representations, certifications, affidavits and assurance given in connection with its proposal, bid or otherwise in connection with this contract are true as of the date this contract is signed and will remain true for the duration of this contract. IT IS SPECIFICALLY ACKNOWLEDGED THAT THE REPRESENTATIONS MADE IN PARAGRAPH 13. ABOVE ARE TRUE TO THE BEST OF THE AGENCY'S AND THE INDIVIDUAL SIGNATORY'S KNOWLEDGE, INFORMATION AND BELIEF AND THAT IF ANY OF THE REPRESENTATIONS MADE ARE WILLFULLY FALSE, THE AGENCY AND/OR THE INDIVIDUAL SIGNING FOR THE AGENCY ARE SUBJECT TO PUNISHMENT, IN ADDITION TO ANY OTHER REMEDIES WHICH THE COUNTY HAS UNDER THIS GRANT AGREEMENT.

WHEREFORE, the parties hereto have caused this grant agreement to be signed by their duly authorized representatives.

FOR: City of Long Branch

Federal I.D. 21-6000-806

ATTEST:

BY:

Adam Schneider, Mayor

ATTEST:

FOR: COUNTY OF MONMOUTH

BY:

Clerk of the Board

Robert D. Clifton, Freeholder Director

APPENDIX A

PROGRAM SERVICES AND FISCAL RESPONSIBILITY

1. Monies allocated under this Agreement will be for the provision of the following services that are more fully described in the Budget and Funding Request Application submitted by the Agency on August 10, 2010, which is incorporated herein by reference. Borough of Long Branch provides Alcoholism/Drug Abuse Prevention service(s) to Residents of said municipality.
2. The Agency will use the monies as outlined in the Approved Budget attached hereto as Appendix B. Up to \$30,472 is allocated as follows: for universal alcoholism/drug abuse prevention and selected alcoholism/drug abuse prevention.
3. The County agrees to make payment on a reimbursement basis to the Agency under this Agreement upon the submission of properly executed: (1) county voucher, (2) financial report and (3) program report. The Agency agrees to submit these reports on a quarterly basis no later than 30 days immediately following the end of the period reported upon. Payroll documentation shall be submitted if funding is used for salaries. Payment may be withheld if reports are not current or in other cases of administrative or financial non-compliance. The County will reimburse in accordance with the County Department of Finance or Department of Purchasing schedule for vouchers, whichever appropriate.
4. The Agency agrees to comply with programmatic and fiscal terms and conditions described in this Agreement. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funds. Further, the Agency agrees that the application which was completed and submitted by the Agency, represents a reasonable summary of the specific purposes to which the various funds requested by the Agency will be used, subject to adjustments that may be required by the Approved Budget.
5. The Agency agrees that all budget revisions and modifications must be approved in writing by the Division prior to seeking reimbursement. When reimbursement is based on actual expenditures, no reallocation of funds may be made after the third quarter of the current contract year.
6. The Agency agrees that the County may, at its discretion, discuss or disclose any information, except that which is protected by federal and/or state laws, which it feels is relevant and pertinent to other funding sources or potential users of program evaluation data.
7. This Agreement and any agreement appended to or incorporated in this Agreement by reference, is terminable by the County upon 30 days written notice to the Agency.

APPENDIX A
Section 2 and 3 - General Division Requirement

1. The Agency agrees that, in the performance of this Grant Agreement, it will comply with New Jersey Public Law 1989, Ch. 51.
2. The Agency agrees that the Application for Funding Municipal Alliance which was completed and submitted by the Agency represents a reasonable summary of the specific purposes to which the various funds requested by the Agency will be used, subject to adjustments that may be required by the Final Approved Budget.
3. The Agency agrees to comply with all provisions of the legislation (NJSA26:2bb-1, et seq.) and applicable regulations (N.J.A.C. 17:40-1, et seq.) as the same may be from time to time amended and such requirements or guidelines as the Division may from time to time issue, whether or not expressly stated herein. The Agency shall seek and develop its own source(s) of funding in anticipation of the expiration of this Agreement. In no event shall this funding be considered a commitment by the County to provide funding beyond the termination or expiration date of this Agreement. The Agency will provide matching funds in accordance with Project requirements: 100% matching funds of which 25% is hard cash.
4. The Agency shall not, under any circumstances, use funds provided pursuant to this Agreement for any pre-existing resources or services. Violations of this proscription will render this Agreement null and void. The County reserves the right to forward information concerning violations to the Attorney General.
5. The parties recognize and agree that the viability of this Agreement is dependent upon the availability of funding from the Governor's Council on Alcoholism and Drug Abuse via the Drug Enforcement and Demand Reduction Fund. The County shall not be responsible for any failure of performance of this Agreement resulting from the absence of funding.
6. The Agency ensures that the matching requirement of one hundred percent (100%) match, 25% of which is hard cash match, is met and shall be responsible for any failure to do so. If, at the end of any relevant time period, the Agency fails to generate sufficient matching funds, the Agency shall provide the Division and the Governor's Council on Alcoholism and Drug Abuse with a detailed explanation of the reasons for its failure.
7. The Agency agrees to adhere to program and budget stipulations as outlined in the approved "Summary Overview of Municipal Alliance Activities" section of the Monmouth County 2011 Alcoholism and Drug Abuse Prevention Plan. Any changes in programmatic content must be reviewed by the Division and the Governor's Council on Alcoholism and Drug Abuse and must receive authorization from the Division (or its designee) and the State Alliance Coordinator (or his designee) prior to initiation. Monmouth County Alcoholism and Drug Abuse Prevention Plan: Update 2011.
8. The Agency agrees that it will not, under any circumstance, supplant (i.e. the use of these funds for any pre-existing resources or services) monetary disbursement made by this Agreement. Violations of this stipulation will render this Agreement null and void.

9. The Agency agrees to conduct all Alliance meetings open to the public as indicated in N.J.A.C. 17:40-1 et seq.
10. The Agency agrees that at all projects and programs funded through this Agreement, the Agency will display and distribute alcoholism/drug abuse informational materials.
11. The Agency ensures that funds that are disbursed through this Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.
12. The Agency ensures adherence to all Federal and State guidelines for a Drug-Free Workplace and the Federal Omnibus Act of 1972.
13. The Agency agrees to participate in meetings convened and/or requested by the Monmouth County Division of Mental Health and Addiction Services.
14. The Agency agrees to comply with Board of Alcohol and Drug Abuse Services Policy #012, "Prevention Standards."
15. The Agency agrees to demonstrate use of methods for measuring the level of effectiveness of Alliance-sponsored/conducted projects through process, outcome and impact evaluations.

Section 3 – Alliance Requirements

The Agency agrees:

1. To maintain a Municipal Alliance Committee in accordance with PL 1989, Ch. 51, regulations of the Governor's Council on Alcoholism and Drug Abuse and priorities of the Board.
 - A. Municipal Alliance Committee membership:
 - (1) must be formally appointed by Resolution of the municipal governing body to include term of office.
 - (2) Must include at least seven (7) members.
 - (3) Is recommended to include members from the following categories:
 - a. Municipal government (non-police)
 - b. Local Schools
 - c. Local Police Department
 - d. Civic and/or Business association
 - e. Citizens
 - f. Parent Teacher's Association
 - g. School Board
 - h. Superintendent of Schools
 - i. Substance Awareness (Student Assistance) Coordinator
 - j. Teachers Bargaining Unit
 - k. Chamber of Commerce
 - l. Local Court System
 - m. Clergy
 - n. Civic Association
 - o. Labor Union
 - p. Media

- q. Youth (under 18 years of age)
 - r. Senior (over 65 years of age)
 - s. Local Businesses
 - t. Recovering Alcoholic (minimum 2 years sobriety)
 - u. Recovering Drug Abuser (minimum 2 years sobriety)
 - v. Licensed Alcohol and Drug Abuse Facility and/or Licensed Certified Alcohol and Drug Abuse Counselor
- B. To conduct at least one (1) meeting of the Municipal Alliance Committee on a bi-monthly basis.
 - C. To maintain an agenda for and written minutes of all Municipal Alliance Committee meetings.
 - D. To establish an annual calendar of Municipal Alliance Committee meetings at the Municipal Alliance Committee annual organizational meeting.
 - E. To develop and adhere to Municipal Alliance Committee By-Laws which should include that a quorum be defined as 50% of the Municipal Alliance Committee members plus one and that a quorum of the Municipal Alliance Committee shall be required for Committee action to be taken.
 - F. To establish and maintain as part of the Municipal Alliance Committee a permanent, standing subcommittee on fundraising:
 - G. To assure (1) participation in meetings and/or trainings convened and/or requested by the Division; (2) provision of training opportunities for Alliance members; (3) participation of Municipal Alliance members in at least two (2) training programs conducted by the Division.
 - H. To assure and agree to adhere to all Federal and State guidelines for a Drug-Free Workplace.
 - I. To participate and cooperate with the Governor's Council on Alcoholism and Drug Abuse and the County of Monmouth for scheduled site visits.
 - J. To conduct an assessment of the community to determine the needs of the community concerning alcoholism and drug abuse issues to include identification of: (1) existing efforts and services to reduce alcoholism and drug abuse and (2) existing efforts and services to reduce identified hi-risk factors.
 - K. To demonstrate a relationship between the Municipal Alliance Committee and an alcoholism/drug abuse treatment program and/or an alcoholism/drug abuse treatment professional, which relationship is appropriate to the community and which relationship includes at least one (1) presentation to the Municipal Alliance Committee by the professional.
 - L. To conduct all Municipal Alliance Committee meetings in accordance with NJAC 17-40-1 et.seq.-"Sunshine Open Meetings".
 - M. To assure that the salaried Alliance Coordinator will not serve as Municipal Alliance Committee Chairperson.
 - N. To abide by the following State guideline concerning "Conflict-of-Interest": A conflict-of-interest may exist if a Municipal Alliance Committee member can reasonably expect that his or her conduct will directly result in a financial benefit to him/herself, family, business associates, employers, or businesses that the member represents. In situations where a conflict-of-interest may exist, the Municipal Alliance Committee member must recuse him/herself. Recusal means that the individual is not participating in deliberations or debates, making recommendations, giving advice, considering findings, voting or in any other way assuming responsibility for or participating in any aspect of the decision-making relating to the matter where there are potential conflicts-of-interest.

2. To receive and review at least quarterly from the local police department a statistical report on alcohol/drug abuse-related offenses and related police-activities in the municipality.
3. To receive and review at least quarterly from the local school district a report on school alcohol/drug abuse prevention and intervention activities and to document the provision of an approved drug and alcohol curriculum for public school students in grades K through 12.
4. To conduct at least one (1) meeting with the local health officer to discuss Municipal Alliance activities.
5. To receive and review from the municipal government a copy of its employee drug/alcohol policy for municipal employees.
6. To receive and review from the Board of Education a copy of the local school district's employee drug/alcohol policy for school employees.
7. To conduct activities in support of local drunk driving prevention activities including law enforcement activities.
8. To conduct a special event in observance of and during (a) the month designated as Alcoholism Awareness Month (April); (b) the month designated as National Drunk and Drugged Awareness Month (December) and (c) the month and/or week of another alcohol/drug- related observance.
9. To assure that a consistent "no use" message will be delivered in Alliance activities to people under the legal smoking and drinking age, and to assure that other drug laws of the State of New Jersey are reinforced.
10. To assure that any materials developed for distribution, publication or advertisement using D.E.D.R. funds contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source.
11. To demonstrate a method for measuring the level of program effectiveness and for program evaluation.
12. To use only resources (people, agencies, organizations, etc.) whose work is based in New Jersey; the GCADA must approve use of any out-of-state resources.
13. To provide education regarding the biopsychosocial model and risk factors as well as basic information about chemical dependency in Alliance activities (to include efforts to impact predisposition, drug use and/or the enabling system).
14. To assure that all proposed prevention/early intervention efforts shall be coordinated with existing health and social systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies (including demonstration of the inclusion and involvement of community members in program development and/or implementation).
15. To assure that no more than 10% of D.E.D.R. funds are spent for information dissemination activity.
16. To demonstrate at least twenty-five (25) hours each year of continuing prevention education in alcoholism and drug abuse prevention for all full-time staff wholly or partially funded by D.E.D.R. funds.
17. To assure and agree that no person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by the State of New Jersey funds or County of Monmouth funds.
18. To demonstrate a direct relationship between Alliance projects and the Risk Factors identified as priorities in the Municipal Needs Assessment.
19. To include in any Alliance project whose strategy is identified as an "Alternative Activity", a Drug/Alcohol information component as well as demonstration of training for Alternative Activity staff (paid or volunteer) concerning alcohol and drugs.
20. To develop, demonstrate and maintain cooperative working relationships with community groups and organizations such as the Juvenile Conference Committee, Chamber of Commerce and other

- groups compatible with the purpose and functions of the Municipal Alliance including schools, law enforcements, etc.
21. To make at least four (4) contacts with recognized media sources concerning Municipal Alliance activities.
 22. To provide (in a timely manner) fiscal and program reports, describing the types and quantities of service rendered.
 23. To demonstrate that persons who are employed by or are volunteers in organizations which receive D.E.D.R. funds via the Municipal Alliance must *absent* themselves from any discussion and/or any voting on matters about which there may be a perceived and/or real conflict-of-interest (to include the Alliance's application for D.E.D.R. funds); this stipulation excludes local municipal government and local school district employees.
 24. To assure that persons employed as Alliance staff demonstrate possession of appropriate credentials issued by the Addiction Professionals Certification Board of New Jersey, Inc., as follows:
 1. Full-time Alliance Coordinators shall possess at least the Associate Prevention Specialist (A.P.S.) credential.
 2. Part-time Alliance staff (except those in solely clerical positions) shall demonstrate either:
 - a. possession of the Associate Prevention Specialist (A.P.S.) credential.
 - b. being in the process of working toward possession of the Associate Prevention Specialist (A.P.S.) credential.
 25. Municipalities should identify ONE primary risk factor and may identify two secondary risk factors for their activities.
 26. To conduct prevention activities that adequately incorporate the "Definitions of the Principles of Effective [Prevention] Programs" and answer the questions in Item #36. Each proposed "model" prevention program as identified by the Federal Center for Substance Abuse Prevention or Federal Department of Education will be awarded five (5) bonus points in the application phase of the allocation process for 2006 DEDR funds. The County prefers other CSAP evidence-based projects (which are not "model" prevention programs) and/or other programs that incorporate "prevention principles" and answer questions in Item #36.
 27. Each Alliance should develop a "Mission Statement."
 28. Each Alliance should make effort to impact:
 - a. The Environment
 - b. The System
 - c. Individuals
 29. Alliances should be providing not just prevention activities (aimed mostly at INDIVIDUALS) but should also be implementing PREVENTION STRATEGIES (in order to impact the environment and the systems in a town).
 30. Unallowable D.E.D.R. Expenditures:
 - Equipment (except for computers, see #31)
 - Police Officer Salaries
 - Administrative (Expenditures for clerical and or administrative personnel unless specifically assigned to Alliance activities by job description).
 - Capital Improvements
 - Alcoholism and Drug Abuse Treatment Services (3 or more counseling sessions)
 - S.A.C. salary (Student Assistance Counselor or Substance Abuse Coordinator)
 31. Conditionally Allowable D.E.D.R. Expenditures:

- a. One-Time Events/Performances/Activities: DEDR funds will be approved for such activities only if those activities (1) are part of municipality-sponsored special event(s); (2) held in observance of alcohol/drug awareness months/weeks; (3) conducted as an integrated part of an ongoing prevention program for a specific target population. The County believes that on-time events/performances/activities which are not part of a broader context of a coordinated continuum of prevention strategies, programs and projects have only limited impact; therefore, the one-time event/performance/activity will not be funded unless it falls into one of three categories listed above.
- b. Promotional Items: a maximum of 25% of any one Municipal Alliance activity budget is allowable for promotional items; (Alcohol/drug informational literature for distribution is not considered "promotional").
- c. Out-of- State Expenditures: The State and County prefer that providers of prevention services be New Jersey-based; the State and County believe that all facets of quality prevention services are available within New Jersey and should be the first place where Alliances look when making expenditure decisions. The State and County may approve out-of-state expenditures; applicants must demonstrate that proposed services are not available in New Jersey and the rationale for use of the proposed services.
- d. Recreational Activities: DEDR funds may be used up to a maximum of 15% of the total DEDR grant amount for recreation activities (i.e. sports, entertainment, other leisure activities). DEDR funds will be approved only for recreation activities which are conducted as an integrated part of an ongoing prevention program for a specific population.
- e. Computers: are allowable up to \$500.00.
- f. "Alternative" Activities as a Component of a Prevention Strategy: A program activity that does not involve a specific ATOD abuse education component, but engages youth in a healthy, positive, alcohol and drug-free activity during non-school hours, can be part of an effective prevention strategy in that it offers youth alternatives to less constructive activity, such as substance abuse. Alternative activity as a prevention strategy, however, is not enough to prevent substance abuse among youth, and will only be approved as an adjunct to primary prevention efforts. To be approved for funding, the activity must include key elements that have been shown to be effective in reducing young people's vulnerability to abusing ATOD. The activities must focus on building skills among the participants, target youth who are most at risk, involve youth with caring adults, and must be ongoing rather than one-time events. Examples include mentoring programs, community service programs and ongoing, structured recreational activities.
- g. To assure that no more than 10% of the total D.E.D.R. grant money is spent for the "communications" strategy.
- h. DEDR funds are limited to \$100 per hour for consultant fees.
- i. DEDR funds may be used up to a maximum of 25% of the total DEDR grant amount for public education and public awareness activities and selected "alternative" and communication strategies, but only if the activity is demonstrated to be part of a more comprehensive prevention program. Included in this guideline: a maximum of \$500 is allowable for Project Prom, Project Graduation, DARE (supplies only), Red Ribbon Week and similar activities.

Municipal Alliances must satisfactorily answer questions in Item #36 concerning each proposed activity.

- j. D.E.D.R. funds may be used up to a maximum 15% of the total D.E.D.R. grant amount for non-service activities (report preparation, writing of application, grant-writing, etc.), the total of which will not exceed \$3,500.
 - k. Municipal employee salaries may be allocated as in-kind match but not as cash match except for a municipal Alliance Coordinator: if a portion of a municipal Alliance Coordinator's salary and/or fringe benefits derives from non-D.E.D.R. sources, that portion may be allocated to cash match and/or in-kind match.
 - l. Fringe benefit for appropriate employees may be allocated toward cash match.
 - m. Travel expenses will be considered for funding but may be approved only for transporting participants to/from an Alliance activity.
 - n. D.E.D.R. funds may be used up to a maximum of 25% of the total D.E.D.R. grant award for any single program or activity.
 - o. D.E.D.R. funds may be used up to a maximum of 50% of the total DEDR grant amount for activities held in schools during the school-day. (After-school activities, being excluded from this guideline, should not be included in this amount and may be funded to higher amount).
32. The County prefers to provide funds for municipal Alliance projects which are part of a continuing plan of action for alcoholism/drug abuse prevention activities within a municipality.
33. The County prefers that municipal Alliances demonstrate at least one and preferably more activities using the "Policy" and "Enforcement" strategies: "unwritten community standards, codes, regulations and attitudes concerning alcohol and drugs."
34. The County prefers that municipal Alliances demonstrate several activities, programs and/or projects which would be categorized as "selected prevention" and/or "universal prevention."
35. The County prefers that municipal Alliances demonstrate programs and/or activities which focus on (a) public awareness of addictions and (b) advocacy for addiction prevention projects and addiction treatment services.
36. The degree to which the following questions are answered are the rationale for providing scoring during the evaluation of any prevention application.
- 1. What is the identified Risk Factor that the program addresses?
 - 2. What indicator data (concrete information that supports identifying and prioritizing this risk factor) will be impacted on?
 - 3. How well is the identified population described?
 - 4. What outcome(s) does the program expect to accomplish?
 - 5. How is the outcome measured?
 - 6. How well is the program described? (What activities? How many participants? How many sessions? How long is each session?)
 - 7. What will be done to outreach to and recruit from the target population?
 - 8. What supportive information is attached? (Curriculum, consultant contracts, resumes, evidence of effectiveness of programs with similar populations, copies of materials used).
 - 9. How well are the budget costs spelled out and are they reasonable?
 - 10. How does the program fit with other programs already being offered?
 - 11. How will this program be carried out?
 - 12. How will continuous quality improvement strategies be incorporated?
37. Effective [Prevention] programs as defined (American Psychologist, June/July, 2003).

**2011
PRIORITIZED ATOD COMMUNITY NEEDS**

LONG BRANCH

<u>Risk Factors</u>	<u>Supporting Data</u>	<u>Priority</u>
Family Management Problems	Increase in family households with children under 18 by 7.9% from 44.9 per 1,000 in 1990 to 52.9 per 1,000 in 2000. Increase in poverty rates for all ages by 2% from 14.7 in 1990 to 16.7 in 2000. Child abuse/neglect referrals rate for Monmouth County is higher than State 22.60/20.20. Substance abuse TX admission rates for Monmouth County higher than State 481.10/441.80. Alcohol TX admission rates rate for Monmouth County is higher than State 264.60/189.10	1
Favorable Attitudes Towards Drug Use	Monmouth County Middle School students have higher percentage of drug/alcohol use than State: Alcohol 35.8/30.7; Marijuana 6.9/4.7; Cigarettes 15.4/12.3; other drugs 2.3/1.9. Monmouth County TX admissions under 18 are higher than State 7%/5%	2
Involvement with Criminal Justice System	Juvenile DUI arrest rate for Monmouth county is higher than the State .28/19. Monmouth County probation/parole rate is higher than State 32%/26%. Monmouth County Criminal Justice Referral rate is higher than State 26%/20%	3
<u>Protective Factor</u>	<u>Supporting Data</u>	<u>Priority</u>
	Clear Rules & Regulations, Consistent Rituals & Traditions	1
<u>Risk Factors</u>	<u>Oceanport Supporting Data</u>	<u>Priority</u>
Family Management Problems	Increase in households with children under 18 by 2.7% from 21.8 in 1990 to 24.5 in 2000. Increase in child poverty rates by 2.7% from 0.0 in 1990 to 2.7 in 2000. Increase in poverty rate for all ages by .7 from 2.0 in 1990 to 2.7 in 2000. Alcohol TX admissions in our Borough higher than County 42.9/29.2	1
Favorable Attitudes toward Drug Use	Increase in Median Household income by 29.6 from 55,125 in 1990 to 71,458 in 2000 Monmouth County Middle School students have higher percentage of drug/alcohol use than State: Alcohol 35.8/30.7; Marijuana 6.9/4.7; Cigarettes 15.4/12.3; other drugs 2.3/1.9 2. Monmouth County drug abuse TX admission rates higher than State 481.10/ 441.80	2
Early first use	Monmouth County alcohol abuse TX admission rates higher than State 264.60/189.10. Monmouth County Juvenile DUI arrest rate is above the State .28/.19	3
<u>Protective Factor</u>	<u>Supporting Data</u>	<u>Priority</u>
	Clear Rules & Regulations, Consistent Rules & Traditions	1

West Long Branch

<u>Risk Factors</u>	<u>Supporting Data</u>	<u>Priority</u>
Family Management Problems	Increase in domestic violence 19.3% from 4.2 per 1,000 in 1990 to 5.0 per 1,000 in 2000. Increase in child abuse/neglect 52.2% from 6.6 per 1,000 in 1990 to 10.0 per 1,000 in 2000. Increase in households with	1

	children under 18 by 9.9% from 40.9 in 1990 to 50.8 in 2000. Increase in Drug TX admissions for Borough by 7% from 24.9 per 10,000 in 1990 to 26.6 per 10,000 in 2000	
Favorable Attitudes Toward Drug Use	Increase in population by 7.4% from 7,690 in 1990 to 8,258 in 2000. Increase in population under 18 by 2.0% from 19.8 in 1990 to 21.8 in 2000. Monmouth County Middle School students have higher percentage of drug/alcohol use than State: Alcohol 35.8/30.7; Marijuana 6.9/4.7; Cigarettes 15.4/12.3; other drugs 2.3/1.9 from Substance Abuse Overview	2
Early First Use	Monmouth County Juvenile arrest rate for DUI is higher than the State .28/.19	3
<u>Protective Factor</u>	<u>Supporting Data</u>	<u>Priority</u>
	Clear Rules & Regulations, Strong Religious Affiliation	1

2011 DEDR: \$ 30,472

Cash Match: \$ 7,618

In-Kind: \$ 22,854

Every Person Influences Children (SAMHSA Model Program): Working with the Long Branch School system the Alliance will facilitate one EPIC workshop consisting of six (6) 2-hour sessions. As within the Long Branch School system it is imperative that this program be offered as a bi-lingual program the Alliance Coordinator will facilitate this program with an interpreter. Working with the School-Based Youth Services Program the EPIC workshops will be publicized through the school and counselors.

CSAP: Prevention Education

Funding: 900 DEDR

0 Cash Match

0 In-Kind

Life Skills (SAMHSA Model Program): Working in conjunction with Long Branch Middle School, Long Branch High School, Shore Regional High School and Wolf Hill Elementary School the Alliance Coordinator will implement the Life Skills Program as follows: All fourth (4th) grade students at the Wolf Hill School in Oceanport will receive the Life Skills program one (1) time per week for five (5) weeks. Facilitation will be done in conjunction with the Health Teacher who will be trained in the LST program. The Lifeskills Training program will be incooperated as part of Oceanport's Health and Education curriculum. Six (6) to eight (8) indicated 8th graders at the Long Branch Middle School will receive the Life Skills Program for one (1) hour each week for sixteen (16) weeks. This program will take place during school. Six (6) to eight (8) indicated 9th graders at the Long Branch High School, preferrably the same students who received the program in the 8th grade, will receive the Life Skills Program (High School Curriculum) for one (1) hour each week for ten (10) weeks. This program will take place during school.

Eight (8) to ten (10) indicated 9th and 10th grade girls at Shore Regional High School will receive the Life Skills program (High School Curriculum) for one (1) hour each week for ten (10) weeks. This program will take place during school.

CSAP: Prevention Education

Funding: 9,440 DEDR

900 Cash Match

0 In-Kind

Project Alert (SAMHSA Model Program): This program contains eleven (11) lessons that focus on alcohol, tobacco, marijuana and inhalants. It focuses on motivating non-use, recognizing peer pressure and developing resistance skills, which in turn ideally creates a less Favorable Attitude Toward Drug Use. The Centra-State Adventure to Health and It's Up to You Program's will allow students to visualize what they have furthering their understanding and better solidifying their resistance skills through hands-on knowledge of what drugs and alcohol do to the body.

CSAP: Prevention Education

Funding: 400 DEDR 100 Cash Match 0 In-Kind

D.A.R.E.: The DARE program provides youth with ATOD prevention information pertaining to: consequences of ATOD use, resisting peer pressure/refusal skills, coping with stress, resolving disagreements and media messages. It uses age and culturally appropriate materials fostering social skills and attachment to the school and community. It provides students with knowledge regarding substance abuse in order to refute a favorable attitude toward ATOD use. The DARE program concludes with a graduation ceremony at which students can showcase to their parents and significant adults what they have learned throughout the process. The Alliance Coordinator will provide support to the DARE program by ordering DARE supplies/program materials needed by DARE officers: Corporal Douglas Haviland from Oceanport, Sgt. Jim Gomez from West Long Branch and Detective Kim Leavy from Long Branch.

The Alliance Coordinator will complete the required City of Long Branch purchase requisitions to encumber funds pertaining to the ordering of DARE supplies. DARE officers will provide the Alliance Coordinator with outcome measures such as pre/post test and/or survey upon completion of the program.

CSAP: Prevention Education

Funding: 1,300 DEDR 700 Cash Match 0 In-Kind

B.A.B.E.S. (Beginning Awareness Basic Education Skills): The B.A.B.E.S. program will be implemented as one component of the Health and Education Curriculum implemented at the Wolf Hill School in Oceanport for grades one (1) and two (2). The Alliance Coordinator will implement six (6) 30-minute sessions to all first (1st) grade classes. These students will again receive the B.A.B.E.S. program in the second (2nd) grade from their health teachers who have been trained in the B.A.B.E.S. program. The B.A.B.E.S. program will be implemented by the Alliance Coordinator to all Kindergarten and first (1st) grade students at the Betty McElmon School in West Long Branch. Seven (7) 30-minute sessions will take place in all Kindergarten and first (1st) grade classes.

CSAP: Prevention Education

Funding: 6,000 DEDR 400 Cash Match 0 In-Kind

Family Education Series: Four (4) times throughout the year the Alliance will offer 1.5 hour informational sessions on some or all of the following topics: Gang Prevention, Signs and Symptoms of Drug Abuse, Internet Safety, Drinking and Driving, Positive Parenting and/or 15-minute Child Break. Offered to all three communities this program will present messages that appeal to the motives and risk factors of young people for using substances or refute their perceptions of substance abuse. This will encourage family communication and promote a consistent message to youth. Training sessions will take place throughout the three communities in order to make it available to members of all communities served by the Alliance.

CSAP: Prevention Education

Funding: 1,032 DEDR 0 Cash Match 0 In-Kind

**APPENDIX B
Final Approved Budget
2011**

Long Branch

CATEGORY	2011 DEDR Funds	Municipal Matching Funds		TOTAL
		Cash	In-Kind	
<u>PERSONNEL</u>				
Alliance Coordinator Salary	24,482	0	0	24,482
Fringe & Salary	0	5,918	22,854	28,772
<u>CONSULTANT</u>				
Centra State/Project Alert (WLB)	400	100	0	500
<u>SUPPLIES</u>				
Life Skills	3,290	900	0	4,190
KIV	100	0	0	100
D.A.R.E. X3	1,300	700	0	2,000
Family Education Services	400	0	0	400
Project Prom	500	0	0	500
TOTAL	\$ 30,472	\$ 7,618	\$ 22,854	60,944

APPENDIX C

SINGLE AUDIT COMPLIANCE REQUIREMENTS

1. Funding under this contract is provided by the following sources:

Federal

Source	_____	\$	
	_____	\$	
	_____	\$	\$

State

Source	<u>D.E.D.R.</u>	\$30,472	
	_____	\$	
	_____	\$	\$30,472

County

Source	_____	\$	
	_____	\$	
	_____	\$	\$

Other

Source	_____	\$	
	_____	\$	
	_____	\$	\$

Match Funding

Source	_____	\$	
	_____	\$	
	_____	\$	\$

TOTAL CONTRACT

\$30,472

2. Type of audit required:
- a. Single Audit (\$500,000. or more) _____
 - b. Single Audit or Program Specific Audit (\$100,000. to \$499,999.) _____
 - c. Single Audit or Program Specific Audit or Financial Statement Audit (\$0. to \$99,999.) X

3. Applicable Single Audit Provisions which apply to all contracts are listed below:

- a. Single Audit Act of 1984, (P.L. 98.502) and any amendments thereto.
- b. Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (pursuant to the Single Audit Act Amendments of 1996, P.L. 104-156, under the authority of sections 503, 1111 and 7501 et.seq. of Title 31 United States Code, and Executive Orders 8248 and 1154).
- c. Federal Office of Management and Budget (OMB) document OMB Circular A-133, Single Audit Acts Amendments of 1996.
- d. Federal Office of Management and Budget (OMB) document OMB circular A-133, revised June 27, 2003 (effective January 1, 2004).
- e. New Jersey Department of the Treasury:
 - (1) State Circular 04-04-OMB, Single Audit Policy for recipients of Federal Grants, State Grants and State aid.
 - (2) State Grant Compliance Supplement.

4. The provisions of paragraph 9. of the contract apply to all agencies.

5. This appendix must be executed by the Chief Executive Officer and Chief Fiscal Officer.

THE AGENCY AGREES TO COMPLY WITH THE TERMS AND REQUIREMENTS SET FORTH IN APPENDIX C.

City of Long Branch
Agency

Signature

Adam Scheider, Mayor
Chief Executive Officer

3/8/2011
Date


Signature
Ronald J. Mehlhorn Sr, CFO

Chief Fiscal Officer

3/2/2011
Date

APPENDIX D

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN THE
COUNTY OF MONMOUTH
AND
CITY OF LONG BRANCH**

This Business Associate Agreement sets forth the responsibilities of the Business Associate and the County of Monmouth, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is a supplement to the Underlying Contract(s) between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract(s).

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. *Agreement*: "Agreement" shall mean this Business Associate Agreement.
 - b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
 - g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.

Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract(s), within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract(s) to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or subcontractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or subcontractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity or the Business Associate.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract(s) and Business Associate Agreement

1. *Term.* This Agreement shall be effective upon execution and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract(s) and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract(s).* Immediately terminate the Underlying Contract(s) and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract(s).*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract(s) for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
 - c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions

that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. a. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability or preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
- b. Covered Entity shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Business Associate, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Covered Entity's use or misuse of PHI or from any action or inaction of Covered Entity or its officers, employees, agents or subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Covered Entity under this Agreement, nor shall they be construed to relieve Covered Entity from any liability or preclude Business Associate from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Both Parties further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
3. a. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agents, or subcontractors, in the performance of the obligations assumed by

Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

b. Covered Entity shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Covered Entity, its employees, agents, or subcontractors, in the performance of the obligations assumed by Covered Entity pursuant to this Agreement. Covered Entity hereby releases Business Associate from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Covered Entity's performance of the obligations assumed by Covered Entity pursuant to this Agreement.

4. The obligations of both Parties under this Section shall survive the expiration of this Agreement.

F. **Miscellaneous**

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract(s) and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract(s). The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B (11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract(s).
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business

Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.

6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

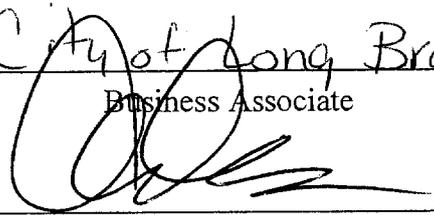
Business Associate: City of Long Branch
Name: Mayor Adam Schneider
Address: 344 Broadway
Long Branch, NJ 07740
Telephone #: 732-222-7000
Facsimile #: 732-222-1516

Covered Entity: COUNTY OF MONMOUTH
Name: Barry W. Johnson, Director
Division of Mental Health & Addiction Services
Address: Department of Human Services
3000 Kozloski Road
Freehold, NJ 07728
Telephone #: (732) 431-6451
Facsimile #: (732) 866-3595

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

COUNTY OF MONMOUTH
Covered Entity

City of Long Branch
Business Associate


Signature

Signature

Robert D. Clifton
Printed Name

Adam Schneider
Printed Name

Freeholder Director
Title

Mayor

Title
3/8/2011

Date

Date

APPENDIX E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(*N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27*)

**GOODS, PROFESSIONAL SERVICES AND
GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

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

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31, et seq.* as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2*, or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

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

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

h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

R# 64-11

**RESOLUTION TO REFUND
OVERPAYMENT OF
2011 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2011 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 2011 taxes in the total amount of \$20,621.77.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHNEEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 8th DAY OF MARCH, 2011
Kathy L. Schneel
MUNICIPAL CLERK, R.M.C.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR IRIS CAMPBELL FOR PREMISES KNOWN AS 394 WEST COLUMBUS PLACE IN THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch provided a mortgage in the amount of \$14,095.00 to Iris Campbell on November 28, 2000 which was recorded on December 1, 2000 in Mortgage Book MB-7260 at Page 411; and

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

WHEREAS, pursuant to correspondence received from Tonya Medina, Housing Technician, Office of Community and Economic Development of the City of Long Branch, Iris Campbell has satisfied the requirements provided to her by the RCA lien and by complying with the requirements the City of Long Branch is in a position and obligated to discharge the mortgage in the amount of \$14,095.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$14,095.00, in Mortgage Book MB-7260 at Page 411.

MOVED: Sirianni
SECONDED: Pallone

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 8th DAY OF MARCH, 2011
Kathy L. Schele
MUNICIPAL CLERK, R.M.C.

R# 166-11

RESOLUTION
2010 BUDGET APPROPRIATION RESERVE TRANSFERS

WHEREAS N.J.S.A. 40A:4-59 states that, if during the first 3 months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserve over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

WHEREAS the Director of Finance has deemed that the appropriation set forth below meet the requirements aforementioned, and recommends that said transfers be made,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 concurring affirmatively) that the budget transfers appearing on the attached sheet, made a permanent part of this resolution, be, and the same are, hereby approved.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 9th DAY OF MARCH, 2011
Kathy L. Schmeltz
MUNICIPAL CLERK, E.M.C.

Budget Appropriations Reserves 2010

TRANSFER
03/08/2011

Transfers "To"

Unclassified:

Utilities:

Fire Hydrant Service

500.00

Total Transfers "To"

500.00

Transfers "From"

Unclassified:

Utilities:

Gasoline

500.00

Total Transfers "From"

500.00

R# 67-11

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Top Hat Uniform
BLOCK: 344
LOT: 1

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

WHEREAS the application is complete.

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

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

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$709.02, plus accrued interest if applicable, to

Top Hat Uniform
132 Myrtle Ave.
Long Branch, NJ 07740

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 8, 2011
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 8 DAY OF MARCH, 2011
Kathy L. Schemelz
MUNICIPAL CLERK, R.M.C.

R# 68-11

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Sirianni

SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on MARCH 8, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 8th day of MARCH, 2011

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of March 8, 2011. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

- A.C. Moore
- Absolute Fire Protection
- Alfred T. Sico
- All American Turf, Inc.
- All Power Supply, Inc.
- Andrew Clay
- Ansell, Zaro. Grimm & Aaron
- Applied Video Tech, Inc.
- Apruzzese, McDermott, Mastro & Murphy
- Atlantic Plumbing Supply Corp.
- Atlantic Security & Fire, Inc.
- Auto Parts
- Auto Zone
- Battery Mart
- BBP, LLC.
- Big A Trucking Co.
- Bollinger Insurance, Inc.
- Borough Chemical & Truck Co.
- Brighton Memorial VFW
- Bristol-Donald Co. Inc.
- Bullet Lock & Safe Co.
- Campbell Foundry Co.
- Central Jersey Starter & Alternator, Inc.
- Century Office Products, Inc.
- Cherry Valley Tractor Sales, Inc.
- City of Long Branch Clearing Account
- City of Long Branch Payroll Agency

Supplies for Various Events in January 2011 - Senior Affairs			
Misc. Parts - Various Trucks - Fire Dept.			
Reimbursement for Replacement Seat Cover for Truck #25-9-75 - Fire Dept.			
Generator for DPW Vehicle - DPW			
Misc. Equipment for Police Vehicles - Police Dept.			
Referee for Youth Indoor Soccer Games - February 2011 - Recreation Dept.			
Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - January 2011			
Legal Services Rendered - Hotel Campus - January 2011			
Legal Services Rendered - Retainer - 3/1/11-2/28/12 - Cable Commission			
2011 Support & Maintenance Renewal - January 2011			
Legal Services Rendered - General Matters - January 2011			
Materials for New Salt Tank - DPW			
Burglary & Fire Monitoring - 142 Belmont Avenue - January / March 2011 - DPW			
Misc. Automotive Parts - January 2011 - DPW			
Misc. Automotive Parts - January 2011 - DPW			
Misc. Automotive Parts - January 2011 - DPW			
Batteries for OEM & to Replenish Central Supply - Purchasing Dept.			
Professional Services Rendered - Redevelopment Coordinator - January 2011			
Repair/Replace Flat Tire on Truck #25-9-75 - Fire Dept.			
Youth Basketball Accident Insurance Renewal - 2/3/11-2/3/12 - Recreation Dept.			
Registration - Firefighter Safety Seminar - (10) Attendees - 2/12/11 - Fire Dept.			
Reimbursement for Expenses Related to Open House for Memorial/Veterans Day - Comm. Agencies			
Misc. Parts for Snow Plows - DPW			
Misc. Keys/Locks - January 2011 - DPW / Traffic Dept.			
Drainage Materials - DPW			
Misc. Parts - Various Vehicles - DPW			
Copier Maintenance - December 2010 / March 2011 - Various Depts.			
Misc. Parts - PW #107 & #108 - DPW			
Reimburse Clearing Account			
Payroll Dated 2/18/2011			

	185.00
	2,105.50
	102.27
	1,300.00
	497.26
	540.00
	15,644.64
	99.00
	2,500.00
	865.00
	8,001.09 Pymt #1
	7.78
	150.00
	127.80
	2,885.35
	331.69
	767.50 Pymt #1
	144.00
	748.00
	400.00
	600.00
	4,310.82
	61.50
	255.00
	435.00
	4,361.89
	331.90
	104,776.67
	3,632.86
	930,027.46
	88,128.91
	18,243.64
	36,357.45

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 2/18/2011	*	893,670.01
Coast Hardware Co.	Misc. Hardware - January 2011 - DPW / Traffic Dept.		262.13
Comcast Online	Internet Provider Service - 2/16-3/15/11 - IT/Police Dept.	*	244.85
Concept Printing & Promotions	Envelopes for Municipal Court		254.50
Conte's Car Wash, Inc.	Car Wash Contract - February 2011	*	1,164.76
Continental Fire & Safety	(6) Helmets - Fire Dept.		1,548.00
County of Monmouth - Division of Highways	Salt Brine - Delivered on 1/10 & 1/11/11 - DPW		1,010.00
David Roach	Reimbursement for Asbestos Safety Technician Re-Certification - Health Dept.		66.00
Dell Computer Corp.	Computer Equipment for Police-IT Dept.		2,861.09
Depot America	Office Supplies - Police Dept.		166.32
Difrancesco, Bateman, Coley & Yospin	Tax Appeals - January 2011	*	5,544.00 Pymt #1
Edwards Tire Co.	Tires - Various Vehicles - DPW / Fire Dept.		2,064.08
Emergency Communications Network	Emergency Notification System (Code Red) - 1/26/11-1/25/12 - OEM		19,850.00
Eric Reisher	Technical Support Services - December 2010 & January 2011 - Cable Commission		275.00
Euro Car	Tint Windows - PD #5 & #105 - DPW		425.00
Evans, Osborne & Kreizman, LLC.	Conflict Judge - January 2011	*	500.00 Pymt #1
F & C Automotive Supply	Misc. Parts for DPW		77.23
Fine Fare	Food for College Tour Meeting - 1/22 & 2/5/11 - Recreation Dept.		217.21
Foley, Inc.	Equipment Rental - 1/20-1/24/2011 - DPW	*	866.00
Fred Migliaccio	Reimbursement for Expenses Incurred - Gas for Truck & Phone Case - DPW	*	83.73
G. Neil Direct Mail, Inc.	2011 Attendance Cards - Personnel Dept.	*	332.86
Gagliano Appraisal	Tax Appeals - January & February 2011	*	3,815.00 Pymt #1-4
General Linen & Paper Supply	Janitorial Supplies - DPW		417.31
Gerald Carroll	Reimbursement for E-Mail Services for City Network - 1/5/11-4/5/11 - IT-Admin.		35.97
GPANJ, Inc.	2011 Annual Membership Dues - M. Hrbek - Purchasing Dept.		90.00
Great America Leasing Corp.	Copier Lease - February 2011 - Various Depts.	*	1,043.57
Greelco, Inc.	Misc. Parts for Snow Plows - DPW		1,496.35
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Broadway Arts - July / November 2010	*	5,759.00
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - West of Pier - December 2010	*	8,841.00 Pymt #5
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Kreb Litigation - November 2010	*	2,930.58 Pymt #5
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - COAH - January 2011	*	882.00 Pymt #1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - January 2011	*	1,429.60 Pymt #1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - West of Pier - January 2011	*	14,628.70 Pymt #1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus Litigation - January 2011		105.00 Pymt #1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Krebs Litigation - January 2011		600.34 Pymt #1
Hilsen Termite & Pest Control, Inc.	Integrated Pest Control - Various Locations - January & February 2011 - Health Dept.		770.00
HL Petroleum Co.	Service Call on Gasoline Tank at DPW		1,135.00
Hoover Truck Centers, Inc.	Misc. Parts - PW #251 - DPW		557.83
Hunter Jersey Peterbilt	Misc. Parts - Sanitation #1 & #100 - DPW		1,240.99
Intelligent Traffic Supply Products, LLC.	Misc. Equipment - Traffic/Police Dept.		150.00
James Miller	Used Portable Radio - DPW		100.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Staples Advantage	Various Office Supplies - Various Depts.	487.56
T.Y.G. Productions	Videography - 7/15/2010 - The Nerds - UEZ	400.00
The Hungry Puppy	K-9 Dog Food - Fourth Quarter 2010 - Police Dept.	252.94
The Peddler	Bike Equipment for Patrol - Police Dept.	500.08
Thompson Design Group	Professional Services Rendered - General Planning - September / December 2010	* 858.82 Pymt #9-11
Toshiba Business Solutions	I.D. Cards for Employees - Police Dept.	1,282.00
Uni-Select USA, Inc.	Misc. Equipment for OEM Vehicle	636.13
United Parcel Service	Next Day Air & Overnight Shipping - Finance Dept.	43.49
W.B. Mason Co.	Various Office Supplies - Police / Fire Dept.	67.57
W.W. Grainger, Inc.	Misc. Equipment - DPW / Traffic Dept.	587.49
Weights & Measures Fund	Annual Certification of Tuning Forks - Police Dept.	440.00
Zaf's Service Center, Inc.	Gasoline for Police Motorcycles - January 2011 - DPW	27.75

TOTAL CURRENT

2,390,803.59

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - January 2011	* 198.00
BBP, LLC.	Professional Services Rendered - Pier Project Management - January 2011	* 4,782.11 Pymt #1
City of Long Branch Clearing Account	Reimburse Clearing Account	* 6,609.11
City of Long Branch Clearing Account	Reimburse Clearing Account	* 198.00
Coast Hardware Co.	Misc. Hardware for Municipal Court	11.95
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - January 2011	* 1,827.00 Pymt #1
Lowe's	Building Materials for Municipal Court	10.47

TOTAL CAPITAL

13,636.64

Animal Care Equipment & Services, Inc.	Equipment for Animal Control Officers - Health Dept.	202.03
City of Long Branch Clearing Account	Reimburse Clearing Account	* 718.20
City of Long Branch Clearing Account	Reimburse Clearing Account	* 3,937.25
City of Long Branch Clearing Account	Reimburse Clearing Account	* 2,231.26
City of Long Branch Payroll Agency	Payroll Dated 2/18/2011	* 280.91
City of Long Branch Payroll Agency	Payroll Dated 2/18/2011	* 3,656.34
Conte's Car Wash, Inc.	Car Wash Contract - February 2011	* 31.26
Long Branch Animal Hospital	Veterinary Services - January 2011	* 935.00 Pymt #1
Lou's Uniforms	Uniform for Animal Control Officer - G. Little - Health Dept.	251.97
Monmouth County SPCA	Animal Shelter Services - January 2011	* 1,265.00 Pymt #1
NJ Dept. of Health & Senior Services	Dog Report - January 2011	* 718.20

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL DOG

14,227.42

Century Office Products, Inc.	Service Call on Copier at UEZ	150.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	1,306.69	*
City of Long Branch Clearing Account	Reimburse Clearing Account	5,870.38	*
City of Long Branch Clearing Account	Reimburse Clearing Account	10,153.24	*
City of Long Branch Payroll Agency	Payroll Dated 2/18/2011	421.38	*
City of Long Branch Payroll Agency	Payroll Dated 2/18/2011	5,449.00	*
Conte's Car Wash, Inc.	Car Wash Contract - February 2011	52.10	*
Great America Leasing Corp.	Copier Lease - February 2011 - UEZ	112.62	*
Lee's Garage, Inc.	Repair Community Dev. Vehicle (2001 Dodge Ram)	450.58	*
Thompson Design Group	Professional Services Rendered - General Planning - September / December 2010	9,988.52	*
			Pymt #9-11

TOTAL HUD

33,954.51

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - January 2011	66.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village III - January 2011	66.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	12,100.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	49,398.73	*
City of Long Branch Clearing Account	Reimburse Clearing Account	19,093.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	6,354.54	*
City of Long Branch Clearing Account	Reimburse Clearing Account	132.00	*
City of Long Branch Payroll Agency	Payroll Dated 2/18/2011	264.70	*
City of Long Branch Payroll Agency	Payroll Dated 2/18/2011	18,828.30	*
City of Long Branch Payroll Agency	Unemployment - February 2011	1,754.47	*
Culmac Investors, Inc.	Tax Sale Premium	4,000.00	*
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pax Plaza - December 2010	21.00	*
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Village III - January 2011	231.00	*
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Tajfel - July / December 2010	2,208.48	*
State of New Jersey - Division of Employer Accts.	Unemployment - Third Quarter 2010	10.00	*
Thompson Design Group	Professional Services Rendered - Tajfel - July / December 2010	3,047.34	*
Tower Lien, LLC.	Tax Sale Premium	12,100.00	*
			Pymt #1

TOTAL TRUST OTHER

129,675.56

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 69-11

**RESOLUTION
2011 EMERGENCY TEMPORARY APPROPRIATIONS**

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

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

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

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

WHEREAS the total emergency temporary resolutions adopted in the year 2010 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total \$ 1,891,599.93 in addition to the original temporary budget adopted January 1, 2011 in the amount of \$15,300,000.00 for a total Year to Date temporary budget of \$ 17,191,599.93.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2010, and that in accordance with the Statute such item of appropriation will be included in the 2011 budget as finally adopted.

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

OFFERED: S. Gianni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 8, 2011 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 8th DAY OF MARCH, 2011
Kathy L. Schmelz
MUNICIPAL CLERK, C.M.

Emergency Temporary Budget Appropriations 2011

TRANSFER
03/08/2011

Unclassified:

Utilities:

Gasoline
Diesel Fuel

80,000.00
80,000.00

160,000.00
