

WORKSHOP SESSION

CITY COUNCIL

JANUARY 8, 2008

6:00 P.M.

- 1 - DISCUSSION - HELIPORT
- 2 - DISCUSSION - PARKING - LINCOLN AVENUE - AVENEL
BOULEVARD / COUNCILMAN UNGER
- 3 - REVIEW OF REGULAR MEETING AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

JANUARY 8, 2008

ROLL CALL:

DAVID G. BROWN, COUNCILMAN
ANTHONY GIORDANO, COUNCILMAN
BRIAN UNGER, COUNCILMAN
DR. MARY JANE CELLI, COUNCIL VICE PRESIDENT
MICHAEL DESTEFANO, COUNCIL PRESIDENT

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

I HEREBY CERTIFY THAT THIS MEETING HAS BEEN PUBLISHED IN THE NEWSPAPER IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT AND POSTED AS REQUIRED BY LAW.

*Irene A. Joline, RMC
City Clerk*

READING AND APPROVAL OF PREVIOUS MINUTES:

DECEMBER 26, 2007

**CONSIDERATION OF ORDINANCES:
PUBLIC HEARING AND FINAL CONSIDERATION**

#52-07 AN ORDINANCE AMENDING CHAPTER 230, "MERCANTILE LICENSES" 230-2 "GENERAL MERCANTILE LICENSES" SUBSECTION 1. "LICENSE FEES" OF THE CODE OF THE CITY OF LONG BRANCH (INTRODUCED: DECEMBER 26, 2007)

**ORDINANCES FOR INTRODUCTION:
PUBLIC HEARING SCHEDULED FOR JANUARY 22, 2008**

#1-08 CALENDAR YEAR 2008 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (NJSA 40A:4-45.14)

#2-08 AN ORDINANCE DELETING SECTION 11(G) "REQUIRED IMPROVEMENTS" WITHIN CHAPTER 300 "SUBDIVISION OF LAND", ARTICLE V "MISCELLANEOUS PROVISIONS" OF THE CODE OF THE CITY OF LONG BRANCH, AND ADOPTING A NEW ARTICLE XI, WITHIN SECTION 300-23 ENTITLED "STORMWATER MANAGEMENT"

PUBLIC PARTICIPATION:

RESOLUTIONS:

R2-08 RESOLUTION APPROVING AND AUTHORIZING FIREWORKS DISPLAY THROUGH THE 2008 CALENDAR YEAR

R3-08 RESOLUTION ACCEPTING DONATION OF VARIOUS ITEMS FROM THE LLOYD GORCEY CHARITABLE FOUNDATION

R4-08 RESOLUTION AUTHORIZING CONTRACTS THROUGH MONMOUTH COUNTY COOPERATIVE PURCHASING PROGRAM

R5-08 RESOLUTION AUTHORIZING 2008 ANNUAL CONTRACT FOR NEWSPAPER LEGAL ADVERTISING SERVICES (ASBURY PARK PRESS)

R6-08 RESOLUTION RELEASING PERFORMANCE GUARANTEE LETTER OF CREDIT (KAHLE BLOCK 160, LOT 19)

R7-08 RESOLUTION RELEASING ENGINEERING GUARANTEES (JOHNNY'S GARAGE BLOCK 192, LOT 25)

R8-08 RESOLUTION RELEASING ESCROW DEPOSIT (PARK AVENUE SYNAGOGUE OHEL SIMHA CONGREGATION BLOCK 10 LOT 1)

R9-08 RESOLUTION RELEASING ESCROW DEPOSITS (VARIOUS PROJECTS)

R10-08 RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL CITY CHECKS, OUTSTANDING FOR A PERIOD IN EXCESS OF SIX MONTHS, TO SURPLUS OR SUCH OTHER ACCOUNT AS DEEMED APPROPRIATE

R11-08 RESOLUTION ESTABLISHING CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

R12-08 RESOLUTION ESTABLISHING CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH

R13-08 RESOLUTION 2007 BUDGET APPROPRIATION RESERVE TRANSFERS

R14-08 RESOLUTION AUTHORIZING CONTRACT FOR MUSICAL PERFORMANCE FOR 2008 SUMMER ENTERTAINMENT PROGRAM

R15-08 RESOLUTION AUTHORIZING APPOINTMENT OF CITY AUDITOR (HUTCHINS FARRELL MEYER & ALLISON)

R16-08 RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PUBLIC HEALTH NURSING SERVICES (VNA)

R17-08 RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PURCHASE OF USED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY

R18-08 RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PURCHASE OF USED VEHICLES AND EQUIPMENT FOR VARIOUS DEPARTMENTS

R19-08 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

R20-08 RESOLUTION APPROVING THE 2007/2008 LIQUOR LICENSE RENEWAL OF BAC LIQUOR LLC 1325-33-020-004

R21-08 RESOLUTION APPROVING THE 2007/2008 LIQUOR LICENSE RENEWAL OF BRICKTOWN REALTY LIQUOR LLC 1325-33-031-004

R22-08 RESOLUTION APPROVAL PAYMENT OF BILLS

R23-08 RESOLUTION OF THE CITY OF LONG BRANCH AUTHORIZING THE MAYOR TO EXECUTE A MORTGAGE MODIFICATION AGREEMENT WITH REGARD TO A MORTGAGE IN FAVOR OF THE CITY OF LONG BRANCH MADE TO THE LONG BRANCH HOUSING AUTHORITY DATED JANUARY 23, 2007 IN CONNECTION WITH PROPERTY DESIGNATED ON THE OFFICIAL TAX MAP OF THE CITY OF LONG BRANCH AS BLOCK 400, LOT 7

R24-08 RESOLUTION OF THE CITY OF LONG BRANCH AUTHORIZING THE MAYOR TO EXECUTE A MORTGAGE IN FAVOR OF THE CITY OF LONG BRANCH MADE TO THE LONG BRANCH HOUSING AUTHORITY DATED OCTOBER 16, 2006 IN CONNECTION WITH PROPERTY DESIGNATED ON THE OFFICIAL TAX MAP OF THE CITY OF LONG BRANCH AS BLOCK 400 LOT 7

APPLICATIONS:

1. APPROVAL OF A RAFFLE LICENSE FOR THE SAN ALFONSO RETREAT HOUSE
2. APPROVAL OF JUAN D. PEIRANO AS AN ACTIVE MEMBER OF THE WEST END ENGINE COMPANY

3. APPROVAL OF A RAFFLE LICENSE FOR THE P.T.S.O. LONG BRANCH COUNCIL

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

Ordinance No. 52-07

**ORDINANCE AMENDING CHAPTER 230 "MERCANTILE LICENSES", §230-2
"GENERAL MERCANTILE LICENSES", SUBSECTION I. "LICENSE FEES" OF THE
CODE OF
THE CITY OF LONG BRANCH.**

WHEREAS, pursuant to §230-2I.(3) of the Code of the City of Long Branch, all businesses, trades and activities that are conducted within the City of Long Branch and regulated by Chapter 230 are required to pay an annual mercantile license fee of \$50; and

WHEREAS, according to §230-2E., all existing mercantile licenses commence on January 1 and expire on December 31 of each year; and

WHEREAS, although mercantile license applications are to be renewed each year, license holders have been submitting late applications to the City of Long Branch, which has resulted in additional costs incurred by the City to deal with multiple solicitations and extra staff time dedicated to those late submissions; and

WHEREAS, the City of Long Branch seeks to impose a \$25 late fee for any applications submitted for renewal of a mercantile license to the City of Long Branch after January 31 of the effective year of the license; and

WHEREAS, it is in the best interest of the City of Long Branch and its residents that mercantile license holders be held accountable for submitting late applications and that the City be reimbursed for the additional time and expense associated with processing late applications:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that §230-2I.(3) be and is hereby amended to add subsection (b), which shall read as follows:

- (b) Any application for renewal of a mercantile license under this Chapter submitted after January 31 of the effective year of the license: \$25.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.

1-08

**CALENDAR YEAR 2008
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

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

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

WHEREAS, the City Council of the City of Long Branch in the County of Monmouth finds it advisable and necessary to increase its CY 2008 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$331,504.60 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Long Branch, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2008 budget year, the final appropriations of the City of Long Branch shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,160,266.09, and that the CY 2008 municipal budget for the City of Long Branch be approved and adopted in accordance with this ordinance; and,

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

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

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

2-08

**AN ORDINANCE DELETING SECTION 11(G) "REQUIRED IMPROVEMENTS"
WITHIN CHAPTER 300 "SUBDIVISION OF LAND", ARTICLE V "MISCELLANEOUS
PROVISIONS" OF THE CODE OF THE CITY OF LONG BRANCH, AND ADOPTING
A NEW ARTICLE XI, WITHIN SECTION 300-23 ENTITLED "STORMWATER
MANAGEMENT"**

§300-23: Scope and Purpose

A. Policy Statement

It is hereby determined that the waterways within the City of Long Branch are at times subjected to flooding, that such flooding is a danger to the lives and property of the public; that such flooding is also a danger to the natural resources of the City of Long Branch, the County and the State; that development tends to accentuate flooding by increasing storm water runoff, due to alteration of the hydrologic response of the watershed in changing from the undeveloped to the developed condition; that such increased flooding produced by the development of real property contributes increased quantities of waterborne pollutants, and tends to increase channel erosion; that such increased flooding, increased erosion, and increased pollution constitutes deterioration of the water resources of the City of Long Branch, the County and the State; and that such increased flooding, increased erosion and increased pollution can be controlled to some extent by the regulation of storm water runoff from such development.

It is therefore determined that it is in the public interest to regulate the development of real property and to establish standards to regulate the additional discharge of storm water runoff from such developments as provided in this Chapter. Flood control, groundwater recharge, and pollutant reduction through nonstructural or low impact techniques shall be explored before relying on structural Best Management Practices (BMP's). Structural BMPs should be integrated with nonstructural stormwater management strategies and proper maintenance plans. Nonstructural strategies include both environmentally sensitive site design and source controls that prevent pollutants from being placed on the site or from being exposed to stormwater. Source control plans should be developed based upon physical site conditions and the origin, nature, and the anticipated quantity or amount of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

It is the purpose of this ordinance to establish minimum stormwater management requirements and controls for "major development," as defined in section §300-23.1.

C. Applicability

1. This ordinance shall be applicable to all site plans and subdivisions for the following major developments that require preliminary or final site plan or subdivision review:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not preempted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This ordinance shall also be applicable to all major developments undertaken by the City of Long Branch.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued for subdivisions and site plans pursuant to this ordinance are to be considered an integral part of development approvals under the subdivision and site plan review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

§300-23.1: Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:81.2.

"CAFRA Planning Map" means the geographic depiction of the boundaries for Coastal Planning Areas, CAFRA Centers, CAFRA Cores and CAFRA Nodes pursuant to N.J.A.C. 7:7E-5B.3.

"CAFRA Centers, Cores or Nodes" means those areas within boundaries accepted by the Department pursuant to N.J.A.C. 7:8E-5B.

"Compaction" means the increase in soil bulk density.

"Core" means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

"County review agency" means an agency designated by the Monmouth County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

A county planning agency;

or a county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

"Department" means the New Jersey Department of Environmental Protection.

"Designated Center" means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

"Design engineer" means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, by any person, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. In the case of development of agricultural lands, development means: any activity that requires a State permit; any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 et seq.

"Drainage area" means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

"Environmentally critical areas" means an area or feature which is of significant environmental value, including but not limited to: stream corridors; natural heritage priority sites; habitat of endangered or threatened species; large areas of contiguous open space or upland forest; steep slopes; and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Empowerment Neighborhood" means a neighborhood designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice or gravity.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Major development" means any "development" that provides for ultimately disturbing one or more acres of land. Disturbance for the purpose of this rule is the placement of impervious surface or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation.

"Municipality" means the City of Long Branch.

"Node" means an area designated by the State Planning Commission concentrating facilities and activities, which are not organized in a compact form.

"Nutrient" means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

"Person" means any individual, corporation, company, partnership, firm, association, the City of Long Branch, or political subdivision of this State subject to municipal jurisdiction pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

"Pollutant" means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and nonhazardous pollutants.

"Recharge" means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired

"Sediment" means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

"Site" means the lot or lots upon which a major development is to occur or has occurred. "Soil" means all unconsolidated mineral and organic material of any origin.

"State Development and Redevelopment Plan Metropolitan Planning Area (PA1)" means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the state's future redevelopment and revitalization efforts.

"State Plan Policy Map" is defined as the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

"Stormwater" means water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

"Stormwater runoff" means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

"Stormwater management basin" means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management basin may either be normally dry (that is, a detention basin or infiltration basin), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

"Stormwater management measure" means any structural or nonstructural strategy, practice, technology, process, program, or other method intended to control or reduce stormwater runoff

and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

"Tidal Flood Hazard Area" means a flood hazard area, which may be influenced by stormwater runoff from inland areas, but which is primarily caused by the Atlantic Ocean.

"Time of Concentration" is defined as the time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of interest within a watershed;

"Total suspended solids" The sum of dissolved and undissolved solids and particulate matter of a buoyancy and/or specific gravity that prohibits their settling in runoff;

"Urban Coordinating Council Empowerment Neighborhood" means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

"Urban Enterprise Zones" means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

"Urban Redevelopment Area" is defined as previously developed portions of areas:

- (1) Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PAI), Designated Centers, Cores or Nodes;
- (2) Designated as CAFRA Centers, Cores or Nodes;
- (3) Designated as Urban Enterprise Zones; and
- (4) Designated as Urban Coordinating Council Empowerment Neighborhoods.

"Waters of the State" means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or ground water, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

"Wetlands" or "wetland" means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

§300-23.2: General Standards

A. Design and Performance Standards for Stormwater Management Measures

1. Stormwater management measures for major development shall be developed to meet the erosion control, groundwater recharge, stormwater runoff quantity, and stormwater runoff quality standards in §300-23.3. To the maximum extent practicable, these standards shall be met by incorporating nonstructural stormwater management strategies into the design. If these strategies alone are not sufficient to meet these standards, structural stormwater management measures necessary to meet these standards shall be incorporated into the design.
2. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and

performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

3. For site improvements regulated under the Residential Site Improvement Standards (RSIS) at N.J.A.C. 5:21, the RSIS shall apply in addition to this Section except to the extent the RSIS are superseded by this Section or alternative standards applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with the rules of the New Jersey Department of Environmental Protection.

§300-23.3: Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with §300-23.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department' Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B15.147 through 15.150.
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of §300-23.3 (F) and (G).
 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of §300-23.3 (F) and (G) may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
 1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of nonstructural and structural stormwater management strategies and measures, the option selected complies with the requirements of §300-23.3 (F) and (G) to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of §300-23.3 (F) and (G) existing structures currently in use, such as

homes and buildings, would need to be condemned; and

4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under §300-23.3 (D3) above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of §300-23.3 (F) and (G), that were not achievable on-site.

E. Nonstructural Stormwater Management Strategies

1. To the maximum extent practicable, the standards in §300-23.3 (F) and (G), shall be met by incorporating nonstructural stormwater management strategies set forth at §300-23.3 (E) into the design. The applicant shall identify the nonstructural measures incorporated into the design of the project. If the applicant contends that it is not feasible for engineering, environmental, or safety reasons to incorporate any nonstructural stormwater management measures identified in §300-23.3 (E) (2) below into the design of a particular project, the applicant shall identify the strategy considered and provide a basis for the contention.
2. Nonstructural stormwater management strategies incorporated into site design shall:
 - a. Protect areas that provide water quality benefits or areas particularly susceptible to erosion and sediment loss;
 - b. Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces;
 - c. Maximize the protection of natural drainage features and vegetation;
 - d. Minimize the decrease in the "time of concentration" from pre-construction to post construction. "Time of concentration" is defined as the time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of interest within a watershed;
 - e. Minimize land disturbance including clearing and grading;
 - f. Minimize soil compaction;
 - g. Provide low-maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers and pesticides;
 - h. Provide vegetated open-channel conveyance systems discharging into and through stable vegetated areas;
 - i. Provide other source controls to prevent or minimize the use or exposure of pollutants at the site, in order to prevent or minimize the release of those pollutants into

stormwater runoff. Such source controls include, but are not limited to:

- (1) Site design features that help to prevent accumulation of trash and debris in drainage systems, including features that satisfy §300-23.3 (E) (3) below;
- (2) Site design features that help to prevent discharge of trash and debris from drainage systems;
- (3) Site design features that help to prevent and/or contain spills or other harmful accumulations of pollutants at industrial or commercial developments; and
- (4) When establishing vegetation after land disturbance, applying fertilizer in accordance with the requirements established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules.

3. Site design features identified under §300-23.3 (E)(2)(i)(2) above shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see §300-23.3(E)(3)(c) below:

a. Design engineers shall use either of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

- (1) The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines (April 1996); or
- (2) A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater basin floors.

b. Whenever design engineers use a curb-opening inlet, the clear space in that curb opening (or each individual clear space, if the

curb opening has two or more clear spaces) shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

- c. This standard shall not apply under the following conditions or situations:
- (1) Where the review agency determines that this standard would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets that meet these standards;
 - (2) Where flows from the water quality design storm as specified in §300-23.3 (G)(1) are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - (a) A rectangular space four and five-eighths inches long and one and one-half inches wide (this option does not apply for outfall netting facilities); or
 - (b) A bar screen having a bar spacing of 0.5 inches.
 - (3) Where flows are conveyed through a trash rack that has parallel bars with one-inch (1") spacing between the bars, to the elevation of the water quality design storm as specified in §300-23.3 (G)(1); or
 - (4) Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.
4. Any land area used as a nonstructural stormwater management measure to meet the performance standards in §300-23.3 (F) and (G) shall be dedicated to a government agency, subjected to a conservation restriction filed with the Monmouth County Clerk's office, or subject to an approved equivalent restriction that ensures that measure or an equivalent stormwater management measure approved by the reviewing agency is maintained in perpetuity.
5. Guidance for nonstructural stormwater management strategies is available in the New Jersey Stormwater Best Management Practices Manual. The BMP Manual may be obtained from the address identified in §300-23.3, or found on the Department's website at www.njstormwater.org.

F. Erosion Control, Groundwater Recharge and Runoff Quantity Standards

1. This subsection contains minimum design and performance standards to control erosion, encourage and control infiltration and groundwater recharge, and control stormwater runoff quantity impacts of major development.
 - a. The minimum design and performance standards for erosion control are those established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq. and implementing rules.
 - b. The minimum design and performance standards for groundwater recharge are as follows:
 - (1) The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at §300-23.3, either:
 - (a) Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - (b) Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
 - (2) This groundwater recharge requirement does not apply to projects within an "urban redevelopment area," or to projects subject to (3) below.
 - (3) The following types of stormwater shall not be recharged:
 - (a) Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - (b) Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial

facility that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

- (4) The design engineer shall assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems and other subsurface structures in the vicinity or downgradient of the groundwater recharge area.

c. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at §300-23.3, complete one of the following:

- (1) **No Increase in Volume Runoff**-Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the two, 10, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
- (2) **No Increase in Runoff Rate**-Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the two, 10, and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
- (3) **Reduction in Runoff Rate**-Design stormwater management measures so that the post-construction

peak runoff rates for the 2, 10 and 100 year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed. The percentages shall not be applied to post-construction stormwater runoff into tidal flood hazard areas if the increased volume of stormwater runoff will not increase flood damages below the point of discharge; or

- (4) In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with (1), (2) and (3) above shall only be applied if the increased volume of stormwater runoff could increase flood damages below the point of discharge.

2. Any application for a new agricultural development that meets the definition of major development at §300.23.1 shall be submitted to the Freehold Soil Conservation District for review and approval in accordance with the requirements of this section and any applicable Freehold Conservation District guidelines for stormwater runoff quantity and erosion control. For the purposes of this section, "agricultural development" means land uses normally associated with the production of food, fiber, or livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacturing of agriculturally related products.

G. Stormwater Runoff Quality Standards

1. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff by 80 percent of the anticipated load from the developed site, expressed as an annual average. Stormwater management measures shall only be required for water quality control if an additional 1/4-acre of impervious surface is being proposed on a development site. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollution Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 1. The calculation of the volume of runoff may take into account the implementation of non-structural and structural stormwater management measures.

0	0.0000	65	0.8917
5	0.0083	70	0.9917
10	0.0166	75	1.0500
15	0.0250	80	1.0840
20	0.0500	85	1.1170
25	0.0750	90	1.1500
30	0.1000	95	1.1750
35	0.1330	100	1.2000
40	0.1660	105	1.2250
45	0.2000	110	1.2334
50	0.2583	115	1.2417
55	0.3583	120	1.2500
60	0.6250		

2. For purposes of TSS reduction calculations, Table 2 below presents the presumed removal rates for certain BMPs designed in accordance with the New Jersey Stormwater Best Management Practices Manual. The BMP Manual may be obtained from the address identified in §300-23.6, or found on the Department's website at www.njstormwater.org. The BMP Manual and other sources of technical guidance are listed in §300-23.6. TSS reduction shall be calculated based on the removal rates for the BMPs in Table 2 below. Alternative removal rates and methods of calculating removal rates may be used if the design engineer provides documentation demonstrating the capability of these alternative rates and methods to the review agency. A copy of any approved alternative rate or method of calculating the removal rate shall be provided to the Department at the following address: Division of Watershed Management, New Jersey Department of Environmental Protection, PO Box 418 Trenton, New Jersey, 08625-0418.

3. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (AXB)/100$$

Where

R = total TSS percent load removal from application of both BMPs, and

A = the TSS percent removal rate applicable to the first BMP

B = the TSS percent removal rate applicable to the second BMP

BMP Type	TSS Removal Rate (%)
Bioretention Systems	90
Constructed Stormwater Wetland	90
Extended Detention Basin	40-60
Infiltration Structure	80
Manufactured Treatment Device	50-90
Sand Filter	80
Vegetative Filter Strip	60-80
Wet Pond	50-90

4. If there is more than one onsite drainage area, the 80 percent TSS removal rate shall apply to each drainage area, unless the runoff from the sub areas converge on site in which case the removal rate can be demonstrated through a calculation using a weighted average.
5. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include nonstructural strategies and structural measures that optimize nutrient removal while still achieving the performance standards in §300-23.3 (F) and (G).
6. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
7. Additional information and examples are contained in the New Jersey Stormwater Best Management Practices Manual, which may be obtained from the address identified in §300-23.6.
8. Special water resource protection areas shall be established along all waters designated Category One at N.J.A.C. 7:9B, and perennial or intermittent streams that drain into or upstream of the Category One waters as shown on the USGS Quadrangle Maps or in the County Soil Surveys, within the associated HUC14 drainage area. These areas have been established for the protection of water quality, aesthetic value, exceptional ecological significance, exceptional recreational

significance, exceptional water supply significance, and exceptional fisheries significance of those established Category One waters. These areas shall be designated and protected as follows:

- a. The applicant shall preserve and maintain a special water resource protection area in accordance with one of the following:
 - (1) A 300-foot special water resource protection area shall be provided on each side of the waterway, measured perpendicular to the waterway from the top of the bank outwards or from the centerline of the waterway where the bank is not defined, consisting of existing vegetation or vegetation allowed to follow natural succession is provided.
 - (2) Encroachment within the designated special water resource protection area under Subsection (1) above shall only be allowed where previous development or disturbance has occurred (for example, active agricultural use, parking area or maintained lawn area). The encroachment shall only be allowed where applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable. In no case shall the remaining special water resource protection area be reduced to less than 150 feet as measured perpendicular to the top of bank of the waterway or centerline of the waterway where the bank is undefined. All encroachments proposed under this subparagraph shall be subject to review and approval by the Department.
- b. All stormwater shall be discharged outside of but may flow through the special water resource protection area and shall comply with the Standard for Off-Site Stability in the "Standards For Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act , N.J.S.A. 4:24-39 et seq.
- c. If stormwater discharged outside of and flowing through the special water resource protection area cannot comply with the Standard For Off-Site Stability in the "Standards for Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act , N.J.S.A. 4:24-39 et seq., then the stabilization measures in accordance with the requirements of the above standards may be placed within the special water resource protection area, provided that:
 - (1) Stabilization measures shall not be placed within 150 feet of the Category One waterway;
 - (2) Stormwater associated with discharges allowed by this section shall achieve a 95 percent TSS post-construction

removal rate;

- (3) Temperature shall be addressed to ensure no impact on the receiving waterway;
 - (4) The encroachment shall only be allowed where the applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable;
 - (5) A conceptual project design meeting shall be held with the appropriate Department staff and Soil Conservation District staff to identify necessary stabilization measures; and
 - (6) All encroachments proposed under this section shall be subject to review and approval by the Department.
- d. A stream corridor protection plan may be developed by a regional stormwater management planning committee as an element of a regional stormwater management plan, or by a municipality through an adopted municipal stormwater management plan. If a stream corridor protection plan for a waterway subject to §300-23.3G(8) has been approved by the Department of Environmental Protection, then the provisions of the plan shall be the applicable special water resource protection area requirements for that waterway. A stream corridor protection plan for a waterway subject to G.8 shall maintain or enhance the current functional value and overall condition of the special water resource protection area as defined in §300-23.3 G.8.a.(1) above. In no case shall a stream corridor protection plan allow the reduction of the Special Water Resource Protection Area to less than 150 feet as measured perpendicular to the waterway subject to this subsection.
- e. Paragraph.8 above does not apply to the construction of one individual single family dwelling that is not part of a larger development on a lot receiving preliminary or final subdivision approval on or before February 2, 2004, provided that the construction begins on or before February 2, 2009.

§300-23.4: Calculation of Stormwater Runoff and Groundwater Recharge

- A. Stormwater runoff shall be calculated in accordance with the following:
1. The design engineer shall calculate runoff using one of the following methods:
 - a. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in the NRCS National Engineering Handbook Section 4 — Hydrology and Technical Release 55 — Urban Hydrology for Small Watersheds;

or

- b. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology at §300-23.4 (A)(1)(a) and the Rational and Modified Rational Methods at Section §300-23.4(A)(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS Technical Release 55 — Urban Hydrology for Small Watersheds and other methods may be employed.
5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

1. The New Jersey Geological Survey Report GSR-32 A Method for Evaluating Ground-Water Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at <http://www.state.nj.us/dep/njgs/>; or at

- C. Design of stormwater conduit systems shall utilize the Sandy Hook, 25-year rainfall.

§300-23.5: Standards for Structural Stormwater Management Measures

- A. Standards for structural stormwater management measures are as follows:
1. Structural stormwater management measures shall be designed to take into account the existing site conditions, including, for example, environmentally critical areas, wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone).
 2. Structural stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure as appropriate, and shall have parallel bars with one-inch (1") spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third (1/3) the width of the diameter of the orifice or one-third (1/3) the width of the weir, with a minimum spacing between bars of one-inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of §300-23.7 (B).
 3. Structural stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement.
 4. At the intake to the outlet from the stormwater management basin, the orifice size shall be a minimum of two and one-half inches in diameter.
 5. Stormwater management basins shall be designed to meet the minimum safety standards for stormwater management basins at §300-23.7.
- B. Stormwater management measure guidelines are available in the New Jersey Stormwater Best Management Practices Manual. Other stormwater management measures may be utilized provided the design engineer demonstrates that the proposed measure and its design will accomplish the required water quantity, groundwater recharge and water quality design and performance standards established by §300-23.3 of this ordinance.
- C. Manufactured treatment devices may be used to meet the requirements of §300-

23.3 of this ordinance, provided the pollutant removal rates are verified by the New Jersey Corporation for advanced Technology and certified by the Department.

§300-23.6: Sources for Technical Guidance

- A. Technical guidance for stormwater management measures can be found in the documents listed at 1 and 2 below, which are available from Maps and Publications, New Jersey Department of Environmental Protection, 428 East State Street, P.O. Box 420, Trenton, New Jersey, 08625; telephone (609) 777-1038.
 - 1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended. Information is provided on stormwater management measures such as: bioretention systems, constructed stormwater wetlands, dry wells, extended detention basins, infiltration structures, manufactured treatment devices, pervious paving, sand filters, vegetative filter strips, and wet ponds.
 - 2. The New Jersey Department of Environmental Protection Stormwater Management Facilities Maintenance Manual, as amended.
- B. Additional technical guidance for stormwater management measures can be obtained from the following:
 - 1. The "Standards for Soil Erosion and Sediment Control in New Jersey" promulgated by the State Soil Conservation Committee and incorporated into N.J.A.C. 2:90. Copies of these standards may be obtained by contacting the State Soil Conservation Committee or any of the Soil Conservation Districts listed in N.J.A.C. 2:90-1.3(a)4. The location, address, and telephone number of each Soil Conservation District may be obtained from the State Soil Conservation Committee, P.O. Box 330, Trenton, New Jersey 08625; (609) 292-5540;

§300-23.7: Safety Standards for Stormwater Management Basins

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This section applies to any new stormwater management basin.
- B. Requirements for Trash Racks, Overflow Grates and Escape Provisions
 - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the stormwater management basin to ensure proper functioning of the basin outlets in accordance with the following:
 - a. The trash rack shall have parallel bars, with no greater than six inch spacing between the bars.
 - b. The trash rack shall be designed so as not to adversely affect the

hydraulic performance of the outlet pipe or structure.

- c. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack.
 - d. The trash rack shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs/ft sq.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
- a. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - b. The overflow grate spacing shall be no less than two inches across the smallest dimension.
 - c. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs./ft sq.
3. For purposes of this paragraph, escape provisions means the permanent installation of ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management basins. Stormwater management basins shall include escape provisions as follows:
- a. If a stormwater management basin has an outlet structure, escape provisions shall be incorporated in or on the structure. With the prior approval of the reviewing agency identified in §300-23.6(C) a free-standing outlet structure may be exempted from this requirement.
 - b. Safety ledges shall be constructed on the slopes of all new stormwater management basins having a permanent pool of water deeper than two and one-half feet. Such safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See §300-23.6 (D) for an illustration of safety ledges in a stormwater management basin.
 - c. In new stormwater management basins, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than 3 horizontal to 1 vertical.

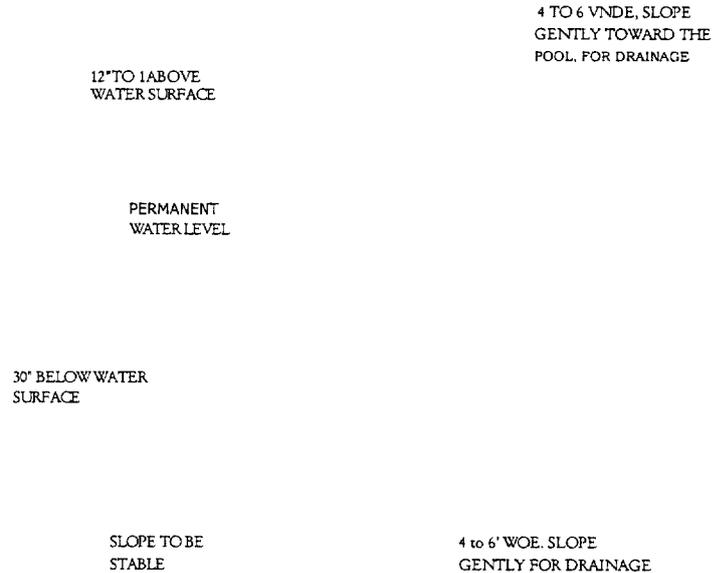
C. Variance or Exemption from Safety Standards

1. A variance or exemption from the safety standards for stormwater

management basins may be granted only upon a written finding by the appropriate reviewing agency (municipality, county or Department) that the variance or exemption will not constitute a threat to public safety.

D. Illustration of Safety Ledges in a New Stormwater Management Basin

Depicted is an elevational view.



§300-23.8: Requirements for a Site Development Stormwater Plan

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at §300-23.7 (C) as part of the submission of the applicant's application for subdivision or site plan approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit fourteen (14) copies of the materials listed in the checklist for site development stormwater plans in accordance with §300-23.7 (C) of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the subdivision or site plan review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the engineer retained by the Planning and/or Zoning Board (as appropriate) to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Checklist Requirements

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams, waterways that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its environs. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plan(s)

A map (or maps) at the scale of the topographical base map indicating the location of areas of impervious surface including, but not limited to existing and proposed buildings, roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high ground water elevations. A written description of the site plan and justification of proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of §300-23.2 through sections §300-23.5 are being met. The focus of this

plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- a. Total area to be paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- b. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- a. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in §300-23.3.
- b. When the proposed stormwater management control measure (e.g., infiltration basins) depends on the hydrologic properties of soils, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of §300-23.9.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipal engineer, waive submission of any of the requirements in §300-23.8 (C)(1) through (C)(6) of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

9. Site Plan Checklist

Major development applications shall require the Applicant shall complete and submit a copy of the Site Conditions Checklist, which can

be found immediately following this Section.

In addition to the prescribed information in §300-23.8: Requirements for a Site Development Stormwater Plan, Part C- Checklist Requirements, the following elements should be considered and presented as appropriate and in combinations sufficient to adequately indicate the existing site conditions and that of the surrounding environs:			
Yes	No	Not A. licable	
			Perennial or intermittent streams as shown on the USGS 7.5 Minute Quadrangle Maps and as indicated in the Soil Survey of Monmouth County, New Jersey
			Special water resource protection areas along all waters designated Category One at N.J.A.C.7:9B and perennial/intermittent streams that drain into/upstream of the Category One waters as shown on the USGS Quad Maps Soil Survey
			Wetlands, NJDEP Linear Non-Tidal Wetlands, Marshlands and NJDEP Letter of Interpretation findings FEMA Q3 Flood Data 100 Year-Floodplains and Floodways
			Appropriate buffers to streams, rivers, wetlands, marshlands, ponds, lakes and other water bodies as specified in pertinent "ordinances, rules, regulations, statutes or other provisions of law imposed by local, County, State or Federal agencies"
			Existing and proposed bearing and distances of property lines
			Existing and proposed conservation, maintenance, construction, reconstruction, sight, utility, drainage and right-of way easements and dedications
			Pervious and vegetated surfaces, i.e. woodlands, grasslands and other significant natural features
			Native and invasive stands of vegetation
			Vegetated habitat for Threatened and Endangered Species
Long City-Site..			
In addition to the prescribed information in §300-23.8: Requirements for a Site Development Stormwater Plan, Part C- Checklist Requirements, the following elements should be considered and presented as appropriate and in combinations sufficient to adequately indicate the existing site conditions and that of the surrounding environs:			

			Steep slopes (10% or greater)
			Colloidal soils
			Highly erodible soils, with an erodibility factor (K) of .40 or greater
			Seasonal high water table
			Soils subject to dynamic compaction and compacted soil
			Soils
			Shrink swell potential
			Deeply fractured bedrock
			Hardpans and plough pans
			Existing buildings and significant permanent manmade features
			Roads by classification, parking areas and other impervious surfaces
			Bridges and culverts
			Utilities, sub-surface and above ground mining / quarry operations and blasting areas
			Acid or other hazardous runoff
			Areas of fill and buried debris
			Wellheads and associated ground water withdrawals
			Pipes, discharges and BMP's of existing stormwater utilities
			Groundwater mounding
			septic systems and wells of adjacent lots
			Leaking sanitary lines
			Previous land use (agricultural, industrial, commercial)

§300-23.9: Maintenance and Repair

A. Applicability

1. Projects subject to review as in §300-23 (C) shall comply with the requirements of §300-23 (B) and (C).

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a public

agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.

3. Responsibility for maintenance shall not be assigned or transferred to the municipality in a residential development or project. Responsibility for facilities located in commercial or development sites shall be the owner of the site. A named individual shall be responsible for the safety and maintenance of said facility. The posting of a two-year maintenance guarantee in accordance with N.J.S.A. 40:55D-53 shall be required for all facilities not dedicated to the municipality or other public agency.
4. If the person responsible for maintenance identified under §300-23.9 (B)(2) above is not a public agency, the maintenance plan and any future revisions based on §300-23.9 (B)(7) below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
5. Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
6. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.
7. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed, and submit such changes for approval by the City Engineer.
8. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by §300-23.9 (B)(6) and §300-23.9 (B)(7) within 10 days of such a request.
9. The requirements of §300-23.9 (B)(3) and (B)(4) do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency.
10. In the event that the stormwater management facility becomes a danger to

public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person.

- C. Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

§300-23.10: Penalties

Any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure, or land in violation of this article shall be subject to the following penalties:

Failure to comply with any provisions of this Section shall be considered a violation of the Coded Ordinances of Long Branch City and shall be punishable by a fine of one thousand dollars (\$1,000.00) or ninety (90) days in jail, or both. Each day of such violations continuance shall be considered as a separate offense and shall be separately punishable. These penalties shall not be in the exclusive remedy available, and nothing in this ordinance shall prevent an applicant from obtaining injunctive relief

§300-23.11: Effective Date

- A. This ordinance shall take effect immediately upon the approval by the county review agency, or sixty (60) days from the receipt of the ordinance by the county review agency if the county review agency should fail to act.

§300-23.12: Severability

- A. If the provisions of any section, subsection, paragraph, subdivision, or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

300-23.13: Fees

- A. All subdivision and site plan review fees associated with this ordinance shall be provided by the applicant as adopted by the City of Long Branch within section §69-29(Fees) of this Code.

To: Irene Joline, City Clerk
From: Carl Turner, Planning
Department Date: 9/4/07

As per the City Administrator's request, please be advised that the Planning Board has reviewed the proposed storm water ordinance and recommends that the ordinance be adopted by the City Council. This recommendation was made by the Planning Board at its meeting of June 19, 2007.

Planning Department

tycinda paper

R# 2-08

**RESOLUTION APPROVING AND AUTHORIZING
FIREWORKS DISPLAY THROUGH THE 2008
CALENDAR YEAR**

WHEREAS, certain groups and entities request permission for firework displays throughout the calendar year; and

WHEREAS, the City Council of the City of Long Branch routinely approves such requests, so long as certain safety precautions and approvals are obtained from the Fire Official of the City; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they have determined that a blanket approval for firework requests, pending review of the Fire Official, is appropriate.

**MOVED:
SECONDED:**

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

R# 3-08

**RESOLUTION ACCEPTING DONATION
OF VARIOUS ITEMS FROM THE LLOYD GORCEY
CHARITABLE FOUNDATION**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby accept the donation made to the Long Branch Police Department via the Lloyd Gorcey Charitable Foundation of an Ultra Sonics weapons cleaner valued at \$5,489.00, one Motorola radio system to be used on the police motorcycle valued at \$3,024.40, five state of the art defibrillators valued at \$8,720.00 and one cage insert for the canine unit valued at \$3,419.95. The total donation will be in the amount of \$20,653.35.

**MOVED:
SECONDED:**

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



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

To: Kathy Schmelz
From: Lt. Lyndon B. Johnson #247
Re: Council resolution
Date: January 2, 2008

Kathy:

Please be advised that a charitable donation was made to the Long Branch Police Department via the Lloyd Gorcey Charitable Foundation. The donation consisted of the following items, A Ultra Sonics weapons cleaner valued at \$5,489, one Motorola radio system to be use on the police motorcycle valued at \$3024.40, five state-of-the-art defibrillators valued at \$8,720 and one cage insert for the canine unit valued at \$3419.95. The total donation will be in the amount of \$20,653.35.

Please add this information to the agenda for the next council meeting so that a resolution can be adopted to accept these items. Director William Richards has been made aware of this donation and the request for a resolution to be adopted. If you have any questions please feel free to contact me.

Thank you,

Lt. Lyndon B. Johnson #247

A large, stylized handwritten signature in black ink, appearing to be "Lyndon B. Johnson", written over the typed name.



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

**To: Teresa Fernacola
From: Lieutenant Lyndon B. Johnson
Re: 2007 Gorcey donations
Date: October 31, 2007**

Teresa:

As per our conversation I have enclosed the information needed for the donations made by the Gorcey's. Teresas as per the vendor's one thing that we should do in order to ensure that we have no issues with the IRS is to provide a letter to each vendor stating that this equipment is being donated directly to the Long Branch Police Department. The checks need to be made out to the following vendors.

- 1. L&R Ultra Sonics, located @ 577 Elm St. PO Box 607 Kearny New 07032-0607
Contact person: Daniel Molinari 201 991-5330 ex. 234
Price: \$5,489. 00. Item purchased will be weapons cleaner as per quote.**
- 2. Motorola c/o Quality Communications, located @ 1985 Swarthmore Ave., Lakewood, NJ 08701.
Contact person: Dick Cottrell 732730 – 9000 ext. 105
Price: \$3024.40. Item purchased will be radio system for police motorcycle as per quote.**
- 3. Team Life, Inc, located @ 1 Locus Place, Colts Neck, NJ 07722 – 1114
Contact person: Jim Schatzle 732 946 – 4243
Price: \$8,720.00 Items purchased will be five state-of-the-art defibrillators as per quote.**
- 4. Ray Allen Manufacturing, LLC located @ 975 Ford St. Colorado Springs, CO 80915.
Contact person: Sandra, 800 444-0404
Price: \$3419.95. Item purchased cage insert for canine unit as per quote.**

Teresa, the total for the 4 separate donations will be \$20,653.35. Should you have any questions please don't hesitate to reach out for me. I can be reached at the following numbers.

Office: 732-222-1000 extension 5394

Cell phone: 732-684-9418

E-mail address: L. Johnson @ CI. Long – Branch. NJ. US

Thank you;

Lieutenant Lyndon B. Johnson



PRICE QUOTATION

\$ 5489.00

L&R Manufacturing Company
 577 Elm Street, P.O. Box 607
 Kearny, NJ 07032-0607 USA
 Phone 201-991-5330 Fax 201-991-5870

Long Branch Police Department 344 Broadway Long Branch, New Jersey 07740 Attention: Lt. Lyndon Johnson	10-10-2007
	YOUR INQUIRY DATE 10-2007
	PROPOSED SHIPPING DATE
	TERMS F.O.B. Net 30 days,
	SALESPERSON Daniel Ivan Molinari
	TO BE SHIPPED VIA L&R

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be a suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	LE 36 Set Up (PCN18645) Included in your package: LE 36 Ultrasonic Weapons Cleaning System (600 Watts) includes tank, generator, heat, timer, drain, cover, and drain hose. This set allows for a 36 inch working space dimensions (61/2 inches for the width) 1 full size Weapons rack with 5 adjustable compartments 1 full size Lubricating pan with anti splash dampers 1 LE 36 1/2 size weapons basket 1 LE 36 1/2 size weapons lube pan 1 LE 36 1/2 size cover 8 Gal. L&R Weapons Lubricating Solution 4 Gal. L&R Weapons Lubricating Cleaning Concentrate Delivery included to Long Branch Police Department.	\$ 5489.00	\$ 5489.00

Team Life, Inc.

Quote

POWERHEART AED G3
automated external defibrillator



CARDIAC SCIENCE

Prepared On: October 18, 2007



Prepared For: Lt. Johnson

Phone: 732-222-1000

Terms:

Net 30 Days

E-Mail: ljohnson@ci.long-branch.nj.us

Product	Product Description	Quantity	List Price Per Unit	Quote Price	Extended Quote Price
9390E-501	Powerheart™ AED G3 Semi-automatic, w/ text display, internal memory, 1 pair adult electrodes, 9146 lithium battery (<u>4-year warranty</u>), 1 quick start tool kit: includes quick start guide, CD-RoM with AED manual, training video, RescueLink, and serial communications cable, <u>7-year warranty on AED</u>	5	\$2,495.00	\$1,550.00	\$7,750.00

Updated 2005 American Heart Association Guidelines

1000 **AED Comprehensive Program:** INCLUDED \$0.00
Medical Oversight, Pre-Delivery Set-Up & Testing, 24-hour Technical Support, Loaner Program, Data Download Assistance, FDA Required Record Keeping, Policy & Procedure Manual for your Site (includes your State AED Law Requirements), Ongoing Support from T.E.A.M. LIFE Staff.

<u>Accessories</u>					
9131-001	Defibrillation Electrodes (adult) 2-year shelf life (SPARE)	5	\$43.95	\$ 35.00	\$175.00 Free
9730-002	Pediatric Defibrillation Electrodes 2-year shelf life	5	\$98.95	\$95.00	\$475.00
5550-003	Ready Kit nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, CPR Mask	5	\$59.95	\$ 50.00	\$250.00 Free

Storage

168-60000-001	Carrying Case for AED G3	5	\$149.95	\$99.00	\$495.00
---------------	---------------------------------	---	----------	---------	----------

Total Extended Quote Price \$8,720.00

T.E.A.M. LIFE, INC.
1 Locust Place
Colts Neck, NJ 07722

TEL: 732-946-4243

FAX: 732-946-7799

RAY ALLEN

SALES ORDER

226793

PROFESSIONAL K-9 EQUIPMENT

CUSTOMER NO.

NJ5672

975 FORD ST. • COLORADO SPRINGS • CO • 80915
(800) 444-0404

QUOTE

BILL TO:

LONG BRANCH POLICE DEPARTMENT
ATTN: GREG MAY
344 BROADWAY
LONG BRANCH, NJ 07740

SHIP TO:

LONG BRANCH POLICE DEPARTMENT
ATTN: K-9 UNIT
344 BROADWAY
LONG BRANCH, NJ 07740

Phone: (732) 571-5672

DATE	SHIP VIA	F.O.B.	TERMS			
10/18/2007	UPS/GR		NET RECEIPT			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR ORDER NUMBER			
TD/LT LINDEN JOHNS	10/18/2007	Sandra				
QTY. REQ.	QUANTITY SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2			F3	K9 DEPLOYMENT & HEAT ALERT	**** 895.00	1,790.00
1			MD10 F	MD10 FAN - F SERIES ONLY	04E2 59.95	59.95
1			EZ1	SEDAN CRUISE EZE/CROWN VICT	11 1,395.00	1,395.00
			SC	SHIPPING CHARGES		175.00



For returns, call customer service at 800-444-0404. All returns must be accompanied by a copy of this sales order.
www.rayallen.com

08 CROWN VIC 732-222-1346

Sub Total: \$3,419.95

Tax: \$0.00

Discounts: \$0.00

=====
Total Order: \$3,419.95

Thank You

**RESOLUTION AUTHORIZING CONTRACTS THROUGH
MONMOUTH COUNTY COOPERATIVE PURCHASING PROGRAM**

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the County of Monmouth under its Monmouth County Cooperative Purchasing Program; and

WHEREAS, the City of Long Branch has the need to purchase certain goods and services for use in the day to day operation of its various departments and the Purchasing Agent, after consultation with the various City Department Heads, has recommended that it would be advantageous to the City to secure those purchases through certain contracts issued by the County of Monmouth; and

WHEREAS, the County of Monmouth has awarded these contract through a fair and open process as required by N.J.S.A. 19:44-20.4 et seq.; and

WHEREAS, Certifications of Funds for this contract will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase goods or services from those Monmouth County Cooperative Purchasing System contract vendors on the attached list, pursuant to all conditions of the individual County bid specifications and contracts; and

BE IT FURTHER RESOLVED by the Long Branch City Council that, pursuant to N.J.A.C. 5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced Monmouth County Cooperative Purchasing Program vendors shall be from January 1 through December 31, 2008, or the date of expiration of the county contract, whichever is sooner.

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



Thursday, January 03, 2008

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F-49-2007

FURNISHING AND DELIVERY OF SNOW PLOW PARTS AND REPAIRS FOR THE MONMOUTH COUNTY CENTRAL MOTOR POOL DEPARTMENT FOR THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 31, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

Monmouth County Purchasing
1 East Main Street
Hall of Records
Freehold, NJ 07728
Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
SEELY EQUIPMENT & SUPPLY CO. 732-938-2900 Farmingdale, N.J. Thru 12/31/08			
PARTS:			
1	LIST OF EQUIPMENT: SWENSON GLEDHILL BOSCH-REXROTH - COMPUSPREAD THIELE NEW HOLLAND GATES HOSES AND FITTINGS PIONEER COVERALL TARP & ROLLER STELLAR HOOKLIFTS, DULTMIER PRE WET SYSTEMS WESTERN PLOW PLOW BLADES WHELAN LIGHTING ECCO ALARMS MEYERS SNOW PLOW EQUIPMENT MUSHROOMS, SKIDS, ETC PERCENTAGE OFF: 10%		\$1.00
LABOR: THE COUNTY WILL NOT PAY SEPARATELY FOR TRAVEL TIME OR MILEAGE EXPENSES GOING TO OR FROM COUNTY SITES. LABOR RATES QUOTED SHOULD INCLUDE AN ALLOWANCE FOR TRAVEL TIME AND MILEAGE EXPENSES			
2	HOURLY RATE FOR (ON AND OFF SITES) APPROXIMATE QUANTITY: 523 HOURS @ \$78.00/HOUR	LS	\$40,800.00
2	HOURLY RATE FOR (ON AND OFF SITES)	HOURL(S)	\$78.00



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F-93-2007

FURNISHING AND DELIVERY OF AUTOMOTIVE BATTERIES AND RELATED PARTS FOR THE RECLAMATION AND CENTRAL MOTOR POOL DEPARTMENTS FOR THE PERIOD FEBRUARY 1, 2007 THROUGH DECEMBER 31, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

Monmouth County Purchasing
1 East Main Street
Hall of Records
Freehold, NJ 07728
Phone: (732) 431-7370 Fax: (732) 431-7379

Requested By:

Contact:

Delivery Date:

Number	Item Description	Unit	Unit Price
LEE BATTERY SERVICE, INC. 732-528-5337 <i>Manasquan, N.J.</i> <i>Thru 12/31/08</i>			
AUTOMOTIVE BATTERIES:			
1	#622FMF CCA: 425 VARIANCE: NEW NUMBER	EACH	\$45.88
2	#526MF CCA: 650	EACH	\$41.69
4	#778 DT CCA: 1000	EACH	\$63.89
5	#1130HMF CCA: 850	EACH	\$69.09
8	#658MF CCA: 725	EACH	\$46.35
9	#908D CCA: 1300	EACH	\$131.93
10	#775MF CCA: 720	EACH	\$52.67
14	#94DLT CCA: 860	EACH	\$95.43
15	#665MF CCA: 1040	EACH	\$65.16
16	#904D CCA: 1010	EACH	\$107.83

18	#627MF CCA: 675 & 715	EACH	\$59.70
20	#1231MF CCA: 1125 & 1260	EACH	\$79.21
21	#904WMF CCA: 1000 VARIANCE: NEW NUMBER	EACH	\$60.02
23	#535MF CCA: 550	EACH	\$43.62
26	#627FMF CCA: 675	EACH	\$59.70
31	#545MF CCA: 460	EACH	\$44.47
32	#1024DT CCA: 930	EACH	\$68.11
33	#658RMF CCA: 580	EACH	\$46.35
36	#908DMF CCA: 1450	EACH	\$149.48
37	#755MF CCA: 585	EACH	\$52.00
39	#634MF CCA: 690	EACH	\$51.71
42	00370 TERMINALS VARIANCE: \$10.86/10	EACH	\$1.09
44	#778 DT CCA: 850	EACH	\$63.89
45	#1221 MF CCA: 1125	EACH	\$79.21
46	#1024 DT CCA: 1000	EACH	\$68.11
47	#658 MF CCA: 580 & 725	EACH	\$46.35
48	#624F CCA: 650	EACH	\$51.72
49	#1231PMF CCA: 1125 & 1132	EACH	\$79.21
50	10U1L	EACH	\$26.83



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F-116-2007

FURNISHING AND DELIVERY OF LUBRICATING OIL AND GREASE FOR THE MONMOUTH COUNTY RECLAMATION CENTER FOR THE PERIOD MAY 1, 2007 THROUGH APRIL 30, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

Requested By:

By:

Monmouth County Purchasing
1 East Main Street
Hall of Records
Freehold, NJ 07728
Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Delivery Date:

Number	Item Description	Unit	Unit Price
TOTAL LUBRICATION SERVICES			
732-363-5158 Lakewood, NJ			
LUBRICATING OIL AND GREASE - thru 4/30/08			
1	FURNISH AND DELIVER MOBIL* RARUS 427 (5 GALLON/PAIS)	PAIL(S)	\$62.00
2	FURNISH AND DELIVER MOBIL* ATF D/M TRANSMISSION FLUID (55 GALLON/DRUMS)	DRUM(S)	\$389.00
3	FURNISH AND DELIVER MOBIL* DELVAC HYDRAULIC 10W MOTOR OIL (BULK)	GAL(S)	\$7.40
4	FURNISH AND DELIVER MOBIL* DELVAC HYDRAULIC 10W MOTOR OIL (55 GALLON/DRUMS)	DRUM(S)	\$490.00
5	FURNISH AND DELIVER MOBIL* DELVAC 1300 SUPER EXTRA HIGH PERFORMANCE 15W-40 MOTOR OIL (55 GALLON/DRUMS)	DRUM(S)	\$505.00
6	FURNISH AND DELIVER MOBIL* DELVAC 1300 SUPER EXTRA HIGH PERFORMANCE 15W-40 MOTOR OIL (BULK)	GAL(S)	\$8.80
7	FURNISH AND DELIVER MOBIL* DELVAC 1630 HEAVY DUTY 30W MOTOR OIL (55 GALLON/DRUMS)	DRUM(S)	\$525.00
8	FURNISH AND DELIVER MOBIL* MOTOR OIL CLEAN 5000 5W-30 MOTOR OIL (55 GALLON/DRUMS)	DRUM(S)	\$530.00
9	FURNISH AND DELIVER MOBIL* MOTOR OIL CLEAN 5000 5W-20 MOTOR OIL (55 GALLON/DRUMS)	DRUM(S)	\$545.00
10	FURNISH AND DELIVER EXXON NUTO H68 (55 GALLON/DRUMS)	DRUM(S)	\$430.00
11	FURNISH AND DELIVER EXXON NUTO H68 OIL (BULK)	GAL(S)	\$7.45
12	FURNISH AND DELIVER MOBIL* MOBILGREASE HTS GREASE (10 TUBES/CASE)	CASE(S)	\$20.00
13	FURNISH AND DELIVER MOBIL* MOBILGREASE HTS GREASE (120 LB./DRUM)	DRUM(S)	\$235.00
14	FURNISH AND DELIVER MOBIL* MOBILGREASE HTS GREASE (400 LB./DRUM)	DRUM(S)	\$760.00
15	FURNISH AND DELIVER MOBIL* MOBILUBE HD MULTIPURPOSE GEAR LUBRICANT 85W-140 (55 GALLON/DRUMS)	DRUM(S)	\$470.00

16	FURNISH AND DELIVER ANALYSIS SAMPLE KITS WITH PRE-ADDRESSED MAILING LABELS (10 KITS/BOX) AND THE AVAILABILITY FOR INTERNET VIEWING OF ANALYSIS RESULTS	BOX(S)	\$185.00
17	FURNISH AND DELIVER DRUM SPOUTS	UNIT(S)	\$3.50
18	FURNISH AND DELIVER ANTIFREEZE (55 GALLON/DRUMS)	DRUM(S)	\$377.00
19	FURNISH AND DELIVER EXTENDED LIFE ANTIFREEZE (55 GALLON/DRUMS)	DRUM(S)	\$744.00
20	FURNISH AND DELIVER AIR BRAKE CONDITIONER (55 GALLON/DRUMS)	DRUM(S)	\$580.00



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F-25-2008

FURNISHING AND DELIVERY OF LUBRICANTS, MOTOR OILS AND ANTI-FREEZE FOR THE MONMOUTH COUNTY CENTRAL MOTOR POOL DEPARTMENT AND SHADE TREE COMMISSION FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

Monmouth County Purchasing
1 East Main Street
Hall of Records
Freehold, NJ 07728
Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
TOTAL LUBRICATION SERVICES			
732-363-5158 Lakewood, NJ, Thru 12/31/08			
OILS AND GREASE:			
9	BAR AND CHAIN OIL, GULF	QT(S)	\$3.75
13	MOTOR OIL, 20W-40, ALL CLIMATE, JPC	GAL(S)	\$10.75
14	HYDRAULIC OIL, SUN #2105	GAL(S)	\$7.99
17	MOTOR OIL, 2 CYCLE, HOMELITE	PINT(S)	\$6.25
24	SYNTHETIC GEAR OIL SAE 75W-140	OZ	\$12.60
WINDSHIELD WASHER FLUID			
35	WINDSHIELD WASHER FLUID (PLASTIC CONTAINERS ONLY)	DRUM(S)	\$97.00
US LUBES, LLC			
800-654-0042 New Brunswick, NJ Thru 12/31/08			
OILS AND GREASE:			
2	HYDRAULIC OIL, #32, GULF	GAL(S)	\$4.63
10	OUTBOARD OIL FOR CYCLE 2 ENGINES, GULF	QT(S)	\$3.11
12	MOTOR OIL, 15W-40, GULF **BULK DELIVERY ONLY**	GAL(S)	\$5.99
16	DIESEL OIL, 15W-40	GAL(S)	\$5.99
19	MOTOR OIL, 5W-30 **BULK DELIVERY ONLY**	GAL(S)	\$5.45
21	SAE 5W-20 MOTOR OIL **TO BE USED IN FORD MOTOR VEHICLES (GASOLINE FUELED), MANUFACTURED IN YEAR 2002**	GAL(S)	\$5.45
26	CJ-4 15-40 MOTOR OIL	DRUM(S)	\$468.05
27	CJ-4 15-40 MOTOR OIL	GAL(S)	\$9.50

ANTIFREEZE			
30	PEAK ANTIFREEZE GLOBAL EXTENDED LIFE PRODUCT. MUST MEET OR EXCEED REQUIREMENTS FOR EXTENDED LIFE ANTIFREEZE (PLASTIC CONTAINERS ONLY)	DRUM(S)	\$338.80

Thursday, January 03, 2008

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F-28-2008

FURNISHING AND DELIVERY OF TIRES, TUBES AND ROADSIDE SERVICE FOR RECLAMATION AND CENTRAL MOTOR POOL DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

Monmouth County Purchasing
 1 East Main Street
 Hall of Records
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379
 Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
EDWARDS TIRE COMPANY, INC. 732-938-6767 Farmingdale, NJ. Thru 12/31/08			
1	1. FLAT REPAIR LOOSE DISMOUNT FROM RIM/WHEEL REPAIR INJURY FROM INSIDE WITH PROPER SIZE & TYPE REPAIR UNIT INSPECT RIM/WHEEL REMOUNT TIRE & INFLATE TO PROPER AIR PRESSURE PRICE PER CLASS, TYPE OR SIZE FOR: PASSENGER \$ 4.95 LIGHT TRUCK & FRONT FARM \$ 10.95 LARGE TRUCK \$ 16.95 REAR FARM \$ 25.95 OFF THE ROAD \$ 34.95 2. FLAT REPAIR ON/OFF VEHICLE/EQUIPMENT REMOVE FROM VEHICLE/EQUIPMENT DISMOUNT FROM RIM/WHEEL REPAIR INJURY FROM INSIDE WITH PROPER SIZE AND TYPE REPAIR UNIT. INSPECT RIM/WHEEL REMOUNT TIRE OR RIM/WHEEL TO PROPER AIR PRESSURE REPLACE ON VEHICLE EQUIPMENT PRICE PER CLASS, TYPE OR SIZE FOR: PASSENGER \$ 6.95 LIGHT TRUCK & FRONT FARM \$ 12.95 LARGE TRUCK \$ 26.95 REAR FARM \$ 39.95 OFF THE ROAD \$ 49.95 3. MOUNT AND DISMOUNT LOOSE TIRES DISMOUNT OLD TIRE FROM RIM/WHEEL MOUNT NEW TIRE ON RIM/WHEEL, INFLATE TO PROPER AIR		\$1.00

PRESSURE

PRICE PER CLASS, TYPE OR SIZE FOR:

- PASSENGER \$ 4.95
- LIGHT TRUCK & FRONT FARM \$ 10.95
- LARGE TRUCK \$ 16.95
- REAR FARM \$ 25.95
- OFF THE ROAD \$ 34.95

4. MOUNT AND DISMOUNT ON/OFF VEHICLE/EQUIPMENT

REMOVE TIRE/WHEEL FROM VEHICLE
 DISMOUNT TIRE FROM RIM/WHEEL
 INSTALL NEW TIRE ON RIM/WHEEL, INFLATE TO PROPER AIR
 PRESSURE
 INSTALL ON VEHICLE/EQUIPMENT

PRICE PER CLASS, TYPE OR SIZE FOR:

- PASSENGER \$ 6.95
- LIGHT TRUCK & FRONT FARM \$12.95
- LARGE TRUCK \$ 26.95
- REAR FARM \$ 39.95
- OFF THE ROAD \$ 49.95

5. BALANCE VARIOUS SIZES

PRICE PER CLASS, TYPE OR SIZE FOR:

- PASSENGER \$ 4.95
- LIGHT TRUCK \$ 10.95
- LARGE TRUCK FRONT DISK WHEELS ONLY \$ 19.95

6. VALVE STEMS, VARIOUS TYPES AND SIZES

PERCENT OFF LIST FROM DILL OR SCHRAEDER CATALOG 20%

* NOTE: ALL VALVES MUST BE AMERICAN MADE

7. "O" RINGS FOR OFF THE ROAD TIRES \$ 10.00 EACH

8. MAGNESIUM FLAKE, 50 LB. BAG, PRICE PER POUND \$.40

9. FOAM FILLING PRICE PER POUND \$ 1.25

10. PUMPING MAGNESIUM FLAKE IN AND OUT OF TIRES,
 REAR FARM INDUSTRIAL BACKHOE/TRACTOR FLAT FEE \$ 24.95

11. PUMPING MAGNESIUM FLAKE IN AND OUT OF TIRES,
 OFF THE ROAD EQUIPMENT (20.5 X 25 AND UP - TIRE SIZE) FLAT
 FEE \$ 29.95

12. ALL WHEELS AND TIRES TO BE PICKED UP AT
 VARIOUS MONMOUTH COUNTY FACILITIES
 AND RETURNED TO SAME. COST PER UNIT \$ N/C

13. ROAD SERVICE PER HOUR FOR EMERGENCY
 REPAIRS ON THE ROAD PORTAL TO PORTAL.
 NORMAL WORK HOURS \$ 35.00 PER HOUR
 NIGHTS AND WEEKENDS \$ 35.00 PER HOUR

14. MILEAGE RATE FOR ROAD REPAIRS
 SERVICE ON THE ROAD FOR EMERGENCY REPAIRS

<p>\$N/C PER MILE</p> <p>15. ROAD SERVICE FOR LARGE TRUCK AND OFF THE ROAD EQUIPMENT BOOM TRUCK \$ 75.00 PER HOUR</p> <p>16. SCRAP CHARGE - VARIOUS SIZES \$ 2.00 AND UP PER TIRE</p> <p>17. TIRES PERCENTAGE OFF LIST PRICE</p> <p>MICHELIN</p> <p>LARGE TRUCK 46 % LIGHT TRUCK 45 % PASSENGERVEHICLE 45 % INDUSTRIAL VEHICLE 33 % FRONT FARM EQUIPMENT 25 % REAR FARM EQUIPMENT 25 % OFF ROAD EQUIPMENT 28 %</p> <p>GOODYEAR</p> <p>LARGE TRUCK 42 % LIGHT TRUCK 45 % PASSENGER VEHICLE 46% INDUSTRIAL VEHICLE N/A% FRONT FARM EQUIPMENT N/A% REAR FARM EQUIPMENT N/A% OFF ROAD EQUIPMENT 15 % RADIAL OFF ROAD EQUIPMENT 10% BIAS</p> <p>FIRESTONE</p> <p>LARGE TRUCK 15 % LIGHT TRUCK 18 % PASSENGER VEHICLE 18 % INDUSTRIAL VEHICLE N/A% FRONT FARM EQUIPMENT 30 % REAR FARM EQUIPMENT 30 % OFF ROAD EQUIPMENT 0 %</p> <p>COOPER</p> <p>LARGE TRUCK N/A % LIGHT TRUCK 35 % PASSENGERVEHICLE 35% INDUSTRIAL VEHICLE N/A % FRONT FARM EQUIPMENT N/A % REAR FARM EQUIPMENT N/A % OFF ROAD EQUIPMENT N/A %</p> <p>BF GOODRICH</p> <p>LARGE TRUCK 35 % LIGHT TRUCK 45 % PASSENGER VEHICLE 45 % INDUSTRIALVEHICLE 25 % FRONT FARMEQUIPMENT 33 % REAR FARM EQUIPMENT 33 % OFF ROAD EQUIPMENT 28 %</p>		
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F-29-2008

FURNISHING AND DELIVERY OF PLUMBING SUPPLIES FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

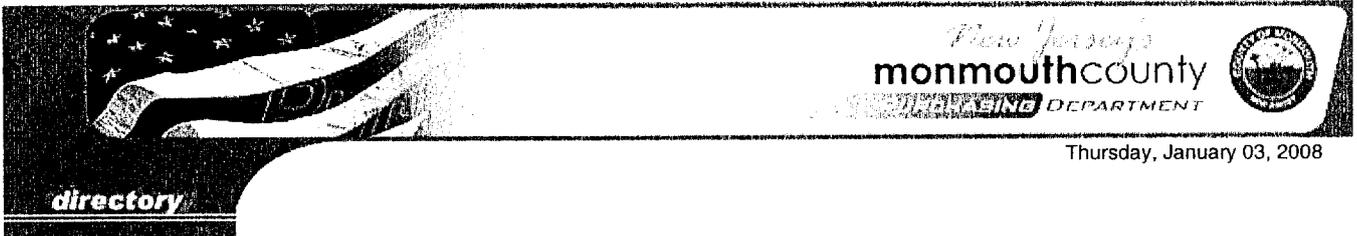
By:

Monmouth County Purchasing
 1 East Main Street
 Hall of Records
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379
 Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
GRANT SUPPLY COMPANY			
732-545-1018 <i>N. Brunswick, NJ</i> <i>Thru 12/31/08</i>			
1	ESTIMATED DOLLAR AMOUNT TO BE SPENT ON PARTS \$2,500.00 (12 MONTHS) PERCENTAGE OFF MANUFACTURER'S SUGGESTED LIST PRICE (MAC EWAN MANUAL) 52%		\$1.00
1	ESTIMATED DOLLAR AMOUNT TO BE SPENT ON PARTS \$20,000.00 (12 MONTHS) PERCENTAGE OFF MANUFACTURER'S SUGGESTED LIST PRICE (MAC EWAN MANUAL) 52%		\$1.00
1	ESTIMATED DOLLAR AMOUNT TO BE SPENT ON PARTS \$45,000.00 (12 MONTHS) PERCENTAGE OFF MANUFACTURER'S SUGGESTED LIST PRICE (MAC EWAN MANUAL) 52%		\$1.00
1	ESTIMATED DOLLAR AMOUNT TO BE SPENT ON PARTS \$5,500.00 (12 MONTHS) PERCENTAGE OFF MANUFACTURER'S SUGGESTED LIST PRICE (MAC EWAN MANUAL) 52%		\$1.00
1	ESTIMATED DOLLAR AMOUNT TO BE SPENT ON PARTS \$7,500.00 (12 MONTHS) PERCENTAGE OFF MANUFACTURER'S SUGGESTED LIST PRICE (MAC EWAN MANUAL) 52%		\$1.00



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F-47-2008

FURNISHING AND DELIVERY OF MASON MATERIALS FOR THE MONMOUTH COUNTY HIGHWAY AND BRIDGE DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

Requested By:

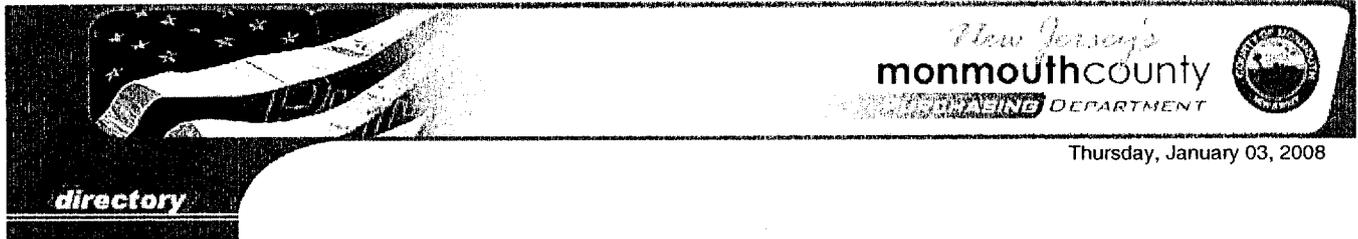
By:

Monmouth County Purchasing
 1 East Main Street
 Hall of Records
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379
 Contact:

Delivery Date:

Number	Item Description	Unit	Unit Price
RALPH CLAYTON & SONS			
732-905-3124		<i>thru 12/31/08</i>	
BRIDGE DEPARTMENT			
1	WASHED MASON SAND/DELIVERED NOTE: PRICE WITH DELIVERY	TON(S)	\$21.00
2	PORTLAND TYPE 1 A CEMENT NOTE: DELIVERY CHARGE NOT INCLUDED	BAG(S)	\$9.40
3	3000 PSI CONCRETE NOTE: DELIVERY CHARGE NOT INCLUDED	CU.YD(S)	\$85.00
4	3000 PSI CONCRETE (WINTER) NOTE: DELIVERY CHARGE NOT INCLUDED	CU.YD(S)	\$89.00
5	LIME NOTE: DELIVERY CHARGE NOT INCLUDED	BAG(S)	\$7.15
6	SIKA QUICK 2500 (QUICK DRYING CEMENT) NOTE: DELIVERY CHARGE NOT INCLUDED	BAG(S)	\$21.54
HIGHWAY DEPARTMENT			
7	PORTLAND CEMENT NOTE: DELIVERY CHARGE NOT INCLUDED	BAG(S)	\$9.40
8	LIME NOTE: DELIVERY CHARGE NOT INCLUDED	BAG(S)	\$7.15

9	8" X 6" X 12" SOLID CONCRETE BASIN BLOCK STRETCHER NOTE: DELIVERY CHARGE NOT INCLUDED	EACH	\$2.08
10	6" X 6" X 12" STRETCHER CONCRETE BLOCK NOTE: DELIVERY CHARGE NOT INCLUDED	EACH	\$2.08
11	CONCRETE BRICKS FOR CATCH BASIN NOTE: DELIVERY CHARGE NOT INCLUDED	EACH	\$0.21
12	4" EXPANSIONS VARIANCES: 1/2" X 4" X 10' NOTE: DELIVERY CHARGE NOT INCLUDED	PIECE(S)	\$3.23
13	6" EXPANSIONS VARIANCES: 1/2" X 6" X 10' NOTE: DELIVERY CHARGE NOT INCLUDED	PIECE(S)	\$4.83
14	MASON SAND NOTE: PRICE WITH DELIVERY	TON(S)	\$21.00
16	6" X 6" X 12" BARRELL BLOCK NOTE: DELIVERY CHARGE NOT INCLUDED	EACH	\$1.73
17	SILT FENCE 3' X 100' ROLLS WITH (13 STAKES) NOTE: DELIVERY CHARGE NOT INCLUDED	ROLL(S)	\$25.90
18	FILTER FABRIC 3' X 100' ROLLS FLI030X100 NOTE: DELIVERY CHARGE NOT INCLUDED	ROLL(S)	\$24.13
ADDITIONAL ITEMS			
19	FREIGHT/ DELIVERY CHARGE: ALL MASONRY AND RELATED MATERIALS @ \$ \$100.00/LOAD ALL READY-MIX CONCRETE PRODUCTS @ \$ 200.00/LOAD		\$1.00



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F-48-2008

FURNISHING AND DELIVERY OF VARIOUS GASES AND WELDING SUPPLIES FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2009 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

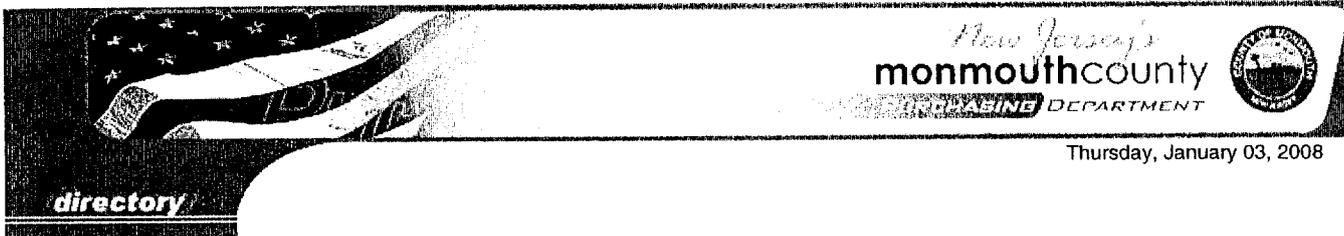
Monmouth County Purchasing
1 East Main Street
Hall of Records
Freehold, NJ 07728
Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
SEABOARD WELDING SUPPLY, INC. 732-493-8100 <i>Oakhurst, NJ</i> <i>THRU 12/31/09</i>			
VARIOUS GASES:			
1	OXYGEN GAS APPROXIMATE SIZE OF TANKS: 22 CUBIC FOOT 64 CUBIC FOOT 122 CUBIC FOOT 124 CUBIC FOOT 125 CUBIC FOOT 141 CUBIC FOOT 244 CUBIC FOOT 251 CUBIC FOOT	CU.FT	\$0.055
2	MEDICAL OXYGEN APPROXIMATE SIZE TANKS: CUBIC FOOT (C SIZE) CUBIC FOOT (D SIZE) CUBIC FOOT (E SIZE)	CU.FT	\$0.055
3	ACETYLENE GAS APPROXIMATE SIZE TANKS: 10 CUBIC FOOT 40 CUBIC FOOT 75 CUBIC FOOT 124 CUBIC FOOT 125 CUBIC FOOT 140 CUBIC FOOT 150 CUBIC FOOT 397 CUBIC FOOT	CU.FT	\$0.16
4	ARGON GAS APPROXIMATE SIZE TANKS: 119 CUBIC FOOT 125 CUBIC FOOT 330 CUBIC FOOT	CU.FT	\$0.125

5	BREATHING AIR APPROXIMATE SIZE TANKS: 300 CUBIC FOOT	CU.FT	\$0.05
7	NITROGEN GAS APPROXIMATE SIZE TANKS: 40 CUBIC FOOT 244 CUBIC FOOT	CU.FT	\$0.045
9	75% ARGON/25% CARBON DIOXIDE GAS APPROXIMATE SIZE TANKS: 122 CUBIC FOOT 330 CUBIC FOOT (BLUESHIELD)	CU.FT	\$0.13
10	ARGON/HELIUM/CARBON DIOXIDE GAS APPROXIMATE SIZE TANKS: 122 CUBIC FOOT	CU.FT	\$0.13
11	ARGON/CARBON DIOXIDE/HYDROGEN GAS APPROXIMATE SIZE TANKS: 122 CUBIC FOOT	CU.FT	\$0.13
12	ARGON/CARBON DIOXIDE/OXYGEN GAS APPROXIMATE SIZE TANKS: 122 CUBIC FOOT	CU.FT	\$0.13
13	ARGON/OXYGEN GAS APPROXIMATE SIZE TANKS: 122 CUBIC FOOT	CU.FT	\$0.13
14	HYDROSTATIC TEST	CYL(S)	\$12.50
15	BALLOON GRADE HELIUM SIZE 242	CU.FT	\$0.18
WELDING SUPPLIES:			
16	VARIOUS WELDING RODS/FILLER METALS ESTIMATED DOLLAR AMOUNT TO BE SPENT ON PARTS \$19,245.00 PERCENTAGE OFF SUGGESTED MANUFACTURERS LIST PRICE: 15- 50% OFF - DELIVERED		\$1.00
17	ALL OTHER WELDING SUPPLIES AND ACCESSORIES & #2-15 LPM GAUGE FOR MEDICAL OXYGEN TO FIT "E" TANKS, MODEL 1335 CGA-870 ESTIMATED DOLLAR AMOUNT TO BE SPENT ON PARTS \$28,400.00 PERCENTAGE OFF SUGGESTED MANUFACTURERS LIST PRICE: 15- 50% OFF - DELIVERED		\$1.00



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F-51-2008

FURNISH AND DELIVER PARTS AND MISCELLANEOUS RELATED ITEMS FOR CHEVROLET VEHICLES FOR THE MONMOUTH COUNTY RECLAMATION CENTER FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2009 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.
Requested By:

By:

Monmouth County Purchasing
 1 East Main Street
 Hall of Records
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Delivery Date:

Number	Item Description	Unit	Unit Price
ALLIED DIESEL SERVICE, INC. 732-462-5072 <i>Freehold, NJ</i> <i>thru 12/31/09</i>			
PARTS:			
1	PARTS FOR CHEVROLET EQUIPMENT: IN THE "TOTAL PRICE" COLUMN FOR THIS ITEM ENTER THE NET COST TO THE COUNTY COMPUTED AS FOLLOWS: ESTIMATED PARTS AMOUNT AT MANUFACTURER'S SUGGESTED LIST PRICE: \$20,000.00 LESS DISCOUNT OF 20% OFF, (IF ANY)(\$ 4,000.00) NET COST TO COUNTY (ESTIMATED) \$ 16,000.00* */PUT THIS AMOUNT IN THE "TOTAL PRICE" COLUMN FOR THIS ITEM. THE ACTUAL CONTRACT AND PURCHASE ORDER MAY USE A SOMEWHAT DIFFERENT AMOUNT AS AN ALLOWANCE FOR PARTS, BUT BIDS WILL BE EVALUATED ON THIS AMOUNT.		\$1.00



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F-53-2008

FURNISH AND DELIVER PARTS, REPAIRS AND RELATED ACCESSORIES FOR FORD EQUIPMENT FOR THE MONMOUTH COUNTY RECLAMATION CENTER FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2009 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

Requested By:

By:

Monmouth County Purchasing
 1 East Main Street
 Hall of Records
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Delivery Date:

Number	Item Description	Unit	Unit Price
ALLIED DIESEL SERVICE, INC. 732-462-5072 <i>Freehold, NJ</i> <i>Thru 12/31/09</i>			
PARTS:			
1	PARTS FOR FORD EQUIPMENT: IN THE "TOTAL PRICE" COLUMN FOR THIS ITEM ENTER THE NET COST TO THE COUNTY COMPUTED AS FOLLOWS: ESTIMATED PART AMOUNT AT MANUFACTURER'S SUGGESTED LIST PRICE: \$20,000.00 LESS DISCOUNT OF 35% OFF, (IF ANY) (\$ 7,000.00) NET COST TO COUNTY (ESTIMATED) \$ 13,000.00* */PUT THIS AMOUNT IN THE "TOTAL PRICE" COLUMN FOR THIS ITEM. THE ACTUAL CONTRACT AND PURCHASE ORDER MAY USE A SOMEWHAT DIFFERENT AMOUNT AS AN ALLOWANCE FOR PARTS, BUT BIDS WILL BE EVALUATED ON THIS AMOUNT.		\$1.00
LABOR: THE COUNTY WILL NOT PAY SEPARATELY FOR TRAVEL TIME OR MILEAGE EXPENSES GOING TO OR FROM COUNTY SITES. LABOR RATES QUOTED SHOULD INCLUDE AN ALLOWANCE FOR TRAVEL TIME AND MILEAGE EXPENSES			
2	LABOR - REGULAR (8:00 AM - 4:30 PM)	HOUR(S)	\$80.00
3	LABOR - OVERTIME - WEEKENDS & HOLIDAYS	HOUR(S)	\$80.00



Thursday, January 03, 2008

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F-54-2008

FURNISH AND DELIVER PARTS AND PERFORM REPAIRS ON DODGE VEHICLES FOR THE MONMOUTH COUNTY RECLAMATION CENTER FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2009 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

Monmouth County Purchasing
1 East Main Street
Hall of Records
Freehold, NJ 07728
Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
ALLIED DIESEL SERVICE, INC. 732-462-5072 <i>Freehold, NJ</i> <i>thru 12/31/09</i>			
PARTS:			
1	PARTS FOR DODGE EQUIPMENT: EQUIPMENT DESCRIPTION: 1. DODGE PICK-UPS (2) 2. DODGE MASON DUMP TRUCK (2) 3. DODGE DURANGO IN THE "TOTAL PRICE" COLUMN FOR THIS ITEM ENTER THE NET COST TO THE COUNTY COMPUTED AS FOLLOWS: ESTIMATED PART AMOUNT AT MANUFACTURER'S SUGGESTED LIST PRICE: \$20,000.00 LESS DISCOUNT OF 25% OFF, (IF ANY) (\$ 5,000.00) NET COST TO COUNTY (ESTIMATED) \$ 15,000.00* */PUT THIS AMOUNT IN THE "TOTAL PRICE" COLUMN FOR THIS ITEM. THE ACTUAL CONTRACT AND PURCHASE ORDER MAY USE A SOMEWHAT DIFFERENT AMOUNT AS AN ALLOWANCE FOR PARTS, BUT BIDS WILL BE EVALUATED ON THIS AMOUNT.		\$1.00
LABOR: THE COUNTY WILL NOT PAY SEPARATELY FOR TRAVEL TIME OR MILEAGE EXPENSES GOING TO OR FROM COUNTY SITES. LABOR RATES QUOTED SHOULD INCLUDE AN ALLOWANCE FOR TRAVEL TIME AND MILEAGE EXPENSES			
2	LABOR - REGULAR (8:00 AM - 4:30 PM)	HOUR(S)	\$80.00
3	LABOR - OVERTIME - WEEKENDS & HOLIDAYS	HOUR(S)	\$80.00



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F-67-2008

FURNISHING AND DELIVERY OF DIESEL FUEL, UNLEADED GASOLINE AND KEROSENE FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2008. (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

Monmouth County Purchasing
 1 East Main Street
 Hall of Records
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379
 Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
JOHN DUFFY FUEL COMPANY 973-623-2626 Newark, NJ thru 12/31/08			
DIESEL FUEL:			
1	DIESEL FUEL: REGULAR BLEND: TYPE: ULTRA LOW SULFUR DIESEL FUEL 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.3955 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.5755 (BASED ON ABOVE POSTING DATE)	GAL(S)	\$2.5755
2	DIESEL FUEL: ADDITIVE PREMIUM WINTER BLEND = (PENDING COLD WEATHER TEMPERATURE) - (NORMAL WINTER SEASON 11/15 - 4/15) TYPE: ULTRA LOW SULFUR PREMIUM DIESEL FUEL 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.4080 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.5880 (BASED ON ABOVE POSTING DATE)	GAL(S)	\$2.588
3	DIESEL FUEL FOR GENERATORS: TYPE: ULTRA LOW SULFUR DIESEL DYED FUEL 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.3980 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800	GAL(S)	\$2.578

	3. NET PRICE BID PER GALLON \$2.5780 (BASED ON ABOVE POSTING DATE)		
UNLEADED GASOLINE:			
4	UNLEADED GASOLINE: UNBRANDED ETHANOL TYPE: 87 OCTANE 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.0625 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.2425 (BASED ON ABOVE POSTING DATE)	GAL(S)	\$2.2425



Thursday, January 03, 2008

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F-74-2008

FURNISHING AND DELIVERY OF RECYCLED XEROGRAPHIC PAPER FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH JUNE 30, 2008 (MONMOUTH COUNTY CO-OP)

Awarded:

This proposal is being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

By:

Monmouth County Purchasing
1 East Main Street
Hall of Records
Freehold, NJ 07728
Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Requested By:

Delivery Date:

Number	Item Description	Unit	Unit Price
EAST COAST DESIGN & PRINT			
732-223-5995 <i>Manasquan, NJ</i> <i>Thru 6/30/08</i>			
RECYCLED PAPER - 20% RECYCLED - 84 BRIGHTNESS			
1	XEROGRAPHIC PAPER, 8-1/2 X 11, WHITE	CARTN(S)	\$28.50
2	XEROGRAPHIC PAPER, 8-1/2 X 14, WHITE	CARTN(S)	\$38.00
3	XEROGRAPHIC PAPER, 11 X 17, WHITE	CARTN(S)	\$30.50
4	HAMMERMILL SV4 PAPER, 8-1/2 X 11, WHITE	CARTN(S)	\$28.00
6	XEROGRAPHIC PAPER, 8-1/2 X 11, BLUE	CARTN(S)	\$35.00
7	XEROGRAPHIC PAPER, 8-1/2 X 11, YELLOW/CANARY	CARTN(S)	\$35.00
8	XEROGRAPHIC PAPER, 8-1/2 X 11, SALMON	CARTN(S)	\$35.00
9	XEROGRAPHIC PAPER, 8-1/2 X 11, GOLDENROD	CARTN(S)	\$35.00
10	XEROGRAPHIC PAPER, 8-1/2 X 11, GREEN	CARTN(S)	\$35.00
11	XEROGRAPHIC PAPER, 8-1/2 X 11, PINK	CARTN(S)	\$35.00
12	XEROGRAPHIC PAPER, 8-1/2 X 11, GRAY	CARTN(S)	\$35.00
14	XEROGRAPHIC PAPER, 8-1/2 X 11, ORCHID	CARTN(S)	\$35.00
15	XEROGRAPHIC PAPER, 8-1/2 X 11, CHERRY	CARTN(S)	\$35.00
16	XEROGRAPHIC PAPER, 8-1/2 X 11, BUFF	CARTN(S)	\$35.00
17	XEROGRAPHIC PAPER, 8-1/2 X 11, IVORY	CARTN(S)	\$35.00
18	XEROGRAPHIC PAPER, 8-1/2 X 14, BLUE	CARTN(S)	\$45.00
21	XEROGRAPHIC PAPER, 8-1/2 X 14, CANARY	CARTN(S)	\$45.00
25	XEROGRAPHIC PAPER, 8-1/2 X 11, HOTS ORANGE	CARTN(S)	\$63.00
26	XEROGRAPHIC PAPER, 8-1/2 X 11, HOTS LIME	CARTN(S)	\$63.00
27	XEROGRAPHIC PAPER, 8-1/2 X 11, HOTS LEMON	CARTN(S)	\$63.00
29	XEROGRAPHIC PAPER, 8-1/2 X 11, CROSS POINT BRIGHTS, ELECTRIC PINK	CARTN(S)	\$63.00

35	XEROGRAPHIC PAPER, 8-1/2 X 11, HOTS PINK	CARTN(S)	\$63.00
41	SCOTT VELLUM OPAQUE COVER STOCK, 65# WEIGHT, 8-1/2 X 11, GREEN	M	\$25.00
42	SCOTT VELLUM OPAQUE COVER STOCK, 65# WEIGHT, 8-1/2 X 11, GOLD	M	\$25.00
52	COVER STOCK/INDEX (SMOOTH FINISH/GRAIN LONG) COLOR: CANARY 8 1/2 X 11, WEIGHT 110#	CARTN(S)	\$40.00
53	SCOTT INDEX COVER STOCK, 8-1/2 X 11, BEIGE 65#	M	\$25.00
55	XEROGRAPHIC PAPER, 8-1/2 X 11, RED	CARTN(S)	\$50.00
59	XEROGRAPHIC PAPER, 8-1/2 X 11, 80 LB CARD STOCK, WHITE	CARTN(S)	\$40.00
60	HAMMERMILL PAPER, 8-1/2 X 11, WHITE	CARTN(S)	\$28.00
61	COVER STOCK, WHITE, 8-1/2 X 11, 110 # COLOR: WHITE	CARTN(S)	\$37.00
NON-RECYCLED PAPER			
62	XEROGRAPHIC PAPER, 8-1/2 X 11, WHITE	REAM(S)	\$2.75
63	XEROGRAPHIC PAPER, 8-1/2 X 14, WHITE	REAM(S)	\$3.85

R# 5-08

**RESOLUTION AUTHORIZING 2008 ANNUAL CONTRACT
FOR NEWSPAPER LEGAL ADVERTISING SERVICES**

WHEREAS, the City of Long Branch has the need to contract with a newspaper for services to provide certain legal advertising in accordance with N.J.S.A. 35:1-1, et seq.; and

WHEREAS, through a Fair and Open Process (FO#0021-07), the City has advertised on its website the solicitation of proposals for said services, received and opened in public on December 11, 2007, and one proposal was received from **Gannett Satellite Information Network, Inc., DBA Asbury Park Press**; and

WHEREAS, Gannett Satellite Information Network is one of the current providers for this service, and it is the recommendation of the Business Administrator that it is in the best interest of the City to award a contract to this company; 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 2008 Temporary Budget, Appropriation #8-01-015-553, in the amount of \$6,000, with continuation of this contract contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or provision of adequate funds in the 2008 permanent budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract for the 2008 calendar year with **Gannett Satellite Information Network, Inc. DBA Asbury Park Press**, for certain legal advertising services, in accordance with the RFP and proposal annexed hereto, **for an amount not to exceed \$30,000.**

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

**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:

**2008 ANNUAL CONTRACT FOR
LEGAL ADVERTISING SERVICES**

Said contract being made as follows:

**GANNETT SATELLITE INFORMATION NETOWRK, INC.
T/A ASBURY PARK PRESS \$30,000**

Said funds being available in the form of:

**2008 TEMPORARY BUDGET
OFFICE OF CITY CLERK
MISC. OTHER EXPENSE
APPRO #6-01-015-553 \$6,000***

***CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF
ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY
APPROPRIATION, AND OR PROVISION OF ADEQUATE FUNDS IN THE 2008 FINAL BUDGET.**


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

1/3/08
Date

AGREEMENT

THIS AGREEMENT MADE THIS DAY OF ,

BETWEEN: CITY OF LONG BRANCH
344 Broadway
Long Branch, NJ 07740

Hereinafter called the **CITY**

AND

GANNETT SATELLITE INFORMATION NETWORK, INC.
T/A ASBURY PARK PRESS
3601 HWY. 66
NEPTUNE, NJ 07754

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Gannett Satellite Information Network, Inc. to provide services regarding advertising services in accordance with the proposal attached hereto, for an amount not to exceed \$30,000.00; and

NOW, THEREFORE, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. The City of Long Branch hereby enters the within agreement for a sum not to exceed \$30,000.00.
2. Gannett Satellite Information Network, Inc. agrees to provide services.
3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to December 31, 2008.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount, you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and

advise the City Administrator and City Attorney of the need to continue service with an amendment to the contract.

The Administrator and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made **in advance of providing any services** the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. 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 provisions of this non-discrimination 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 their 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 NJSA 10:5-36 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 NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

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 principals 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, down grading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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 subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC 17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."
9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
10. This Contract shall be binding upon the City has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR** attested by **IRENE A. JOLINE, CLERK** and the Municipal Seal to be hereunto affixed and the **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Date: _____

Irene A. Joline, RMC
City Clerk

CONTRACTOR

By: _____

Title: _____

Attested by:

Dated: _____

Proposals will be reviewed and award of contract will be based upon the following criteria:

- Frequency of publication of the newspaper, i.e. daily, weekly, monthly.
- Circulation in the Long Branch area.
- Newspaper's ability to accommodate the City's scheduling needs for advertising of statutorily required matters.
- Newspaper's record of timely and accurate advertising, and/or their willingness to guarantee publication as required.
- Fees charged for services

110.048 004

Request for Proposal for Legal Advertising

The City of Long Branch is requesting proposals from area newspapers for an annual contract for calendar year 2008 to provide legal advertising services in accordance with N.J.S.A. 35:1-1, et seq.

Proposal, in narrative form, must include all of the following:

1. Name, address, phone and fax number of firm, (if multiple office sites, list all, and indicate corporate office).
2. Brief biography or history of the company.
handbook
3. Frequency of publication of the newspaper, i.e. daily, weekly, monthly.
4. Documented circulation within Long Branch by subscription, and through over the counter or newspaper dispenser sales.
5. Schedule of advertising deadlines, particularly as they relate to legal ads, but also for classified ads and advertising or display ads.
6. Ability to provide Affidavits of Publication.
7. Fee schedule for legal advertising, for classified employment ads, for advertising or display ads, and for affidavits of publication.

One original and four photocopy of the submission package must be submitted to the City for consideration. In addition to the above required information, proposals must provide all documents indicated on the Submission Package Check List. Failure to provide all required documents may result in the proposal not being considered.

Additional Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c. 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

WHO WE ARE

The World of Gannett

When the Company joined the Gannett corporate family in 1997, it took its place among an elite roster of companies comprising one of the largest news, information and communications organizations in the nation.

Founded in 1879 as the Shore Press by local pharmacist-turned-publisher Hugh S. Kinmonth, the Press first achieved success as a weekly newspaper serving the shore communities. In 1895, Dr. Kinmonth sold the newspaper to his nephew J. Lyle Kinmonth, who began publishing the newspaper as a daily under the names The Daily Press and The Sunday Press. The newspaper prospered under Kinmonth's guidance and grew to be the dominant daily newspaper in the market. Each successive publisher in the Press' long history has upheld the same high journalistic standards as its founder. Now, under the leadership of the Gannett corporation, the Company is positioned to take its place as New Jersey's premier daily and Sunday newspaper.

Gannett Co., Inc. is a leading international news and information company. In the United States, the company publishes 90 daily newspapers, including USA TODAY, and nearly 1,000 non-daily publications. Along with each of its daily newspapers, the company operates Internet Web sites offering news and advertising that is customized for the market served and integrated with its publishing operations. USA TODAY.com is one of the most popular news sites on the Web. The company is the largest newspaper publisher in the U.S. Newspaper publishing operations in the United Kingdom, operating as Newsquest, include 17 daily newspapers, more than 300 non-daily publications, locally integrated Web sites and classified business Web sites with national reach. Newsquest is the second largest regional newspaper publisher in the U.K. In broadcasting, the company operates 21 television stations in the U.S. with a market reach of more than 19.8 million households. Each of these stations also operates locally oriented Internet Web sites offering news, entertainment and advertising content, in text and video format. Through its Captivate subsidiary, the broadcasting group delivers news and advertising to a highly desirable audience demographic through its video screens in office tower and select hotel elevators.

Gannett's Total Online Internet Audience in December 2005 was nearly 21 million unique visitors, reaching about 13.5% of the Internet audience, as measured by Nielsen//NetRatings.

Complementing its publishing and broadcasting businesses, the company has made strategic investments in the online advertising business through its subsidiary, PointRoll, which provides online advertisers with rich media marketing services, and through several important partnership investments, including CareerBuilder for employment advertising; Classified Ventures for auto and real estate ads; Topix.net, a news content aggregator; ShermansTravel, an online travel service; ShopLocal, a provider of online marketing solutions for local, regional and national advertisers of all types; and 4INFO, which provides mobile phone search services.

Gannett was founded by Frank E. Gannett and associates in 1906 and incorporated in 1923. The company went public in 1967. It reincorporated in Delaware in 1972. Its more than 238 million outstanding shares of common stock are held by approximately 10,500 shareholders of record in all 50 states and several foreign countries. The company has approximately 52,600 employees. Its headquarters are in McLean, Va., near Washington, D.C.

Gannett Foundation

The Gannett Foundation (formerly Gannett Communities Fund) is a corporate charitable contributions program designed to serve those communities in which Gannett has operations.

The program makes contributions to qualified non-profit organizations to improve the education, health and advancement of the people who live in Gannett communities.

The Foundation values projects that take a creative approach to fundamental issues such as education and neighborhood improvement, economic development, youth development, community problem-solving, assistance to people who are disadvantaged, environmental conservation and cultural enrichment.

The Gannett Foundation/Madelyn P. Jennings Scholarships are awarded annually (beginning 1997) to children of full-time Gannett employees. Scholarships are awarded through a competition conducted by the National Merit Scholarship Corporation (NMSC). Candidates are evaluated on the basis of their high school academic performance, test scores, contribu-



ASBURY PARK
PRESS

HOME NEWS
TRIBUNE



NO. 040 100

**CITY OF LONG BRANCH
DOCUMENT SUBMISSION CHECKLIST**

REQUIRED

**READ, SIGNED
& SUBMITTED**

- | | | |
|------------|--------------------------------------|-------------------------------------|
| Yes | PROPOSAL AS REQUIRED IN RFQ | <input checked="" type="checkbox"/> |
| Yes | STOCKHOLDER DISCLOSURE CERTIFICATION | <input checked="" type="checkbox"/> |
| Yes | NON-COLLUSION AFFIDAVIT | <input checked="" type="checkbox"/> |
| Yes | AFFIRMATIVE ACTION QUESTIONNAIRE | <input checked="" type="checkbox"/> |

REVIEWED

- | | | |
|------------|--|-------------------------------------|
| Yes | MANDATORY AFFIRMATIVE ACTION LANGUAGE | <input checked="" type="checkbox"/> |
| Yes | AMERICANS WITH DISABILITIES ACT OF 1990 | <input checked="" type="checkbox"/> |
| Yes | N. J. BUSINESS REGISTRATION REQUIREMENTS | <input checked="" type="checkbox"/> |

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business Asbury Park Press

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:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

NOTARY PUBLIC
My Commission Expires December 16, 2012
Subscribed and sworn before me this _____ day of _____, 2007.

(Notary Public)

Amanda J. Holt

My Commission Expires

AMANDA J. HOLT

2036453

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires December 16, 2012

NOV 28 2007 16:41

[Signature]

(Affiant)

Asbury Park Press

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF Monmouth

I, Kathleen Rapp residing in Neptune
(name of municipality)

in the County of Monmouth and State of NJ of full age,

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

I, am Controller of the firm of Asbury Park Press
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled N/A
(title of bid proposal)

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 Asbury Park Press
(name of firm)

Subscribed and sworn to
before me this day

_____ 2006

[Signature]
(signature of affiant)

[Signature]
(signature of notary)

My Commission expires:

AMANDA L. HOLT
2038453
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 16, 2012

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: Usbury Park Press

SIGNATURE: [Signature]

TITLE: Controller

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.

CITY OF NEW BRUNSWICK

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

(N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.*)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.*

The successful professional service entity shall submit to the CITY of NEW BRUNSWICK, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved, or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 *et seq.*;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the CITY of NEW BRUNSWICK to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 *et seq.*

The successful professional service entity may obtain the Employee Information Report (AA302) from the CITY of NEW BRUNSWICK during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts Division. The pink *Public Agency* copy is submitted to the CITY of NEW BRUNSWICK, and the gold *Vendor* copy is retained by the professional service entity.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.* and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.*

COMPANY: Asbury Park Press, Inc.

SIGNATURE: [Signature]

TITLE: CONTROLLER

PRINT NAME: KATHLEEN RASP

DATE: 1-4-07

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification

1654

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2005

15-OCT-2008

GAMBERT SATELLITE INFORMATION NETWORK, INC.
7950 JONES BRANCH DRIVE
MCLEAN VA 22107



John E. Lawrence

State Treasurer

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. §12101 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.

NO. 348
P. 11

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLIANCE

For Procurement (Goods and Services) Contracts (Including Purchase Orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from the contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 52:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete Form NJ-REG and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdfforms/reg_a.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

GANNETT SATELLITE INFORMATION NETWORK IN

ADDRESS:

3601 HIGHWAY 66
NEPTUNE NJ 07754

EFFECTIVE DATE:

07/07/98

TRADE NAME:

ASBURY PARK PRESS

SEQUENCE NUMBER:

0057019

ISSUANCE DATE:

01/18/06

J.P. & Tully
Director

FORM-BRC(08-01)

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GANNETT SATELLITE INFORMATION NETWORK, INC.
Trade Name:
Address: 7950 JONES BRANCH DR
MCLEAN, VA 22107
Certificate Number: 0057019
Date of Issuance: January 30, 2006

For Office Use Only:
20060130152720443

ADVERTISING DEADLINES

Date of Publication	Deadline
Monday	Friday, 10:30 am
Tuesday	Friday, 4:30 pm
Wednesday	Monday, 4:30 pm
Thursday	Tuesday, 4:30 pm
Friday	Wednesday, 4:30 pm
Saturday	Thursday, 4:30 pm
Sunday	Thursday, 4:30 pm

All legals **MUST BE SUBMITTED IN WRITING** to The Asbury Park Press, 3601 Hwy. 66, Neptune, N.J. 07754, Attn. Legal Advertising.

For information or assistance in placing a legal advertising notice in The Press, please call (732) 643-3661, or toll free in N.J. 1-800-822-9770, extension 36 60.

Legal advertising notices can be FAXed directly to The Press' Neptune office. The Legal Fax telephone number is (732) 643-3747. Please call the Legal Advertising Department to confirm receipt of the material and to assure there are no problems or questions.

The above deadlines are for most legal advertising. Notices that require extensive typing and proofreading (such as budgets or multi-page lists of liens or foreclosures) should be submitted in advance of the established deadlines to ensure proper and timely publication.

Legals ordered but cancelled during the production process will be billed at established composing rates, with a minimum of one-half hour charge.

LEGAL RATES

Price per line for legal advertising is:

.72 Daily and .80 Sunday

AFFIDAVIT CHARGE \$25.00

LEGAL ADS PLACED BY PRIVATE INDIVIDUALS WILL BE ACCEPTED ON A CASH IN ADVANCE BASIS ONLY.

R# 6-08

**RESOLUTION RELEASING PERFORMANCE GUARANTEE
LETTER OF CREDIT**

PROJECT: Kahle
BLOCK: 160
LOT: 19

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

WHEREAS the application is complete.

WHEREAS the applicant has request the release of a letter of Credit posted as portion of Performance guarantee.

WHEREAS the City Engineers, BEI, recommended the posting of a maintenance agreement.

WHEREAS the maintenance period has expired.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the below referenced Letter of Credit is hereby released:

Valley National Bank
Letter of Credit No: OD05000511
In the amount of \$31,225.00

BE IT FURTHER RESOLVED that a certified copy of this resolution be sent to :

John H. Kahle, Jr.
38 Burnt Mill Circle
Oceanport, NJ 07757

R# 7-08

RESOLUTION RELEASING ENGINEERING GUARANTEES

PROJECT: Johnny's Garage
BLOCK: 192
LOT: 25

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

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the City Engineer has recommended release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the amount of \$2,243.19, plus accrued interest if any, to:

Johnny's Garage
353 Morris Ave.
Long Branch, NJ 07740

R# 8-08

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Park Avenue Synagogue,
Ohel Simha Congregation
BLOCK: 10
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 \$545.06, plus accrued interest if applicable, to

Park Avenue Synagogue
Ohel Simha Congregation
PO Box 2088
Long Branch, NJ 07740

R # 9-08

RESOLUTION RELEASING ESCROW DEPOSITS

WHEREAS escrow funds have been posted for the various projects listed on the attached sheet.

WHEREAS the application have been completed.

WHEREAS the applicants have request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed these requests and has recommended release of said guarantees.

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 \$12,886.13, plus accrued interest if applicable, to the individuals and or developers listed on the attached sheet and made a permanent part hereof.

	NAME	ACCOUNT#	BLOCK	LOT	AMOUNT	ADDRESS
1	BENMAR INVESTMENTS	E-14-500-172	153	2-3	\$ 6,220.91	Benmar Investments, 50 Memorial Parkway, P.O. Box 60, Long Branch, NJ 07740
2	BRESSLER & BRESSLER	E-14-500-221	101	11.01	2.17	Alan Bresler, 668 Westwood Avenue, Long Branch, NJ 07740
3	BRESSLER & BRESSLER	E-14-500-385	101	11.01	0.78	Alan Bresler, 668 Westwood Avenue, Long Branch, NJ 07740
4	D & D UTILITY	E-14-500-208	158	21	760.76	D & D Utility, 272 West Avenue, Long Branch, NJ 07740
5	DIANE OR STEVE MARTIN	E-14-500-236	217	18	0.86	Diane or Steve Martin, 191 Franklin Avenue, Long Branch, NJ 07740
6	ERIC KERECCMAN	E-14-500-077	47	4	44.51	Eric Kereccman, 246 Highland Avenue, Long Branch, NJ 07740
7	FABCO	E-14-500-212	492	19.03	25.23	Fabco, Inc., 245 West Avenue, Long Branch, NJ 07740
8	FALIVENE	E-14-500-109	183	22	17.43	F.X. Falivene, 232 Norwood Avenue, West Long Branch, NJ 07764
9	FALIVENE	E-14-800-022	183	22	17.43	F.X. Falivene, 232 Norwood Avenue, West Long Branch, NJ 07764
10	GINDI	E-14-500-179	80	2	0.72	Isaac or Mari Gindi, 10 Cottage Avenue, Long Branch, NJ 07740
11	GLEN HALVERSEN	E-14-500-162	201	6	179.67	Glenn Halversen, 160 Third Avenue, Long Branch, NJ 07740
12	IAMA	E-14-500-163	115	1.02	3.25	IAMA, P.O. Box 205, Long Branch, NJ 07740
13	JOHN HIGGINS	E-14-500-099	328	5.7-19	0.71	John Higgins, P.O. Box 5301, Clinton, NJ 08809
14	JOHN KAHLE	E-14-500-230	171	37.02	624.69	38 Burntmill Circle, Oceanport, NJ 07757
15	JOHNNY'S GARAGE	E-14-500-182	192	25	2.87	Johnny's Garage, 353 Morris Avenue, Long Branch, NJ 07740
16	JOHNNY'S GARAGE	E-14-500-063	192	25	106.26	Johnny's Garage, 353 Morris Avenue, Long Branch, NJ 07740
17	JOHNNY'S GARAGE	E-14-500-579	192	25	942.82	Johnny's Garage, 353 Morris Avenue, Long Branch, NJ 07740
18	LOVE, INC	E-14-500-115	246	3	67.99	Love, Inc. 15 Meridian Road, Eatontown, NJ 07724
19	MEYER KASSIN	E-14-500-248	3	8	198.18	Meyer Kassin, 9 South Elberon Square, Long Branch, NJ 07740
20	MIGLIARA	E-14-500-082	343	18.04	838.43	Joseph Migliara, 134 Grand venue, Long Branch, NJ 07740
21	MY BEN ASSOCIATES	E-14-500-048	129	6	359.45	My Ben Associates, P.O. Box 549, Oakhurst, NJ 07755
22	PARKWAY PROPERTIES	E-14-500-185	464	14	410.49	Parkway Properties Mgmt, c/o Craig Wedel, 40 Meadow Avenue, Monmouth Beach, NJ 07750
23	PAUL EDINGER	E-14-500-195	383	2	2.23	Paul Edinger, 211 Monmouth Road, West Long Branch, NJ 07764
24	RJJ GROUP	E-14-500-393	70	18	943.50	RJJ Group, 7 Oldwick Court, Leonardo, NJ 07737
25	ROBERT YUNKER	E-14-500-271	168	28	292.58	Robert Yunker, 631 Gerard Avenue, Long Branch, NJ 07740
26	ROSSI	E-14-500-127	130	4	19.02	Orfeo Rossi, 59 West End Avenue, Long Branch, NJ 07740
27	SGRO	E-14-500-131	243	3.01	1.05	Paul Sgro, 1 Patricia Court, Monmouth Beach, NJ 07750
28	SHAHEEN	E-14-500-101	105	8	737.47	Jacqueline Shaheen, P.O. Box 3185, Long Branch, NJ 07740
29	STANDORF	E-14-500-135	365	6	17.84	Grace Standorf, 244 Seventh Avenue, Long Branch, NJ 07740
30	W DONALD CLARK	E-14-500-167	172	22	2.86	W. Donald Clark, 509 Tabor Street, Long Branch, NJ 07740
31	WHARMBY	E-14-500-044	238	10	41.03	Karen Wharmby, 39 Hendrickson Place, West Long Branch, NJ 07764
32	WILLIE THOMPSON	E-14-500-231	317	5	2.94	Willie Thompson, 19 Eastwood Avenue, Long Branch, NJ 07740

TOTAL

\$ 12,886.13

R# 10-08

**RESOLUTION
AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL
CITY CHECKS, OUTSTANDING FOR A PERIOD IN EXCESS OF SIX
MONTHS, TO SURPLUS OR SUCH OTHER ACCOUNT AS DEEMED
APPROPRIATE**

WHEREAS, the Director of Finance has informed the City Council of the need for formal approval of the process for the cancellation of outstanding checks; and,

WHEREAS, all the situations that may arise for which checks may be left outstanding, for periods in excess of six months, are too numerous to mention; and,

WHEREAS, the Director of Finance has the appropriate professional knowledge to determine where the proceeds from such cancelled checks should be placed.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, that the Director of Finance is hereby authorized to cancel checks, written against the City and outstanding for a period in excess of six (6) months, to Surplus or such other account as deemed appropriate.

R# 11-08

RESOLUTION ESTABLISHING
CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

Be it resolved by the Council of the City of Long Branch, *County of Monmouth*, that for the year 2008, the following shall serve as the cash management plan *of* the City.

The Chief Financial Officer is directed to use this cash management plan as the guide in depositing and investing the City of Long Branch funds.

The following are authorized as suitable investments

- Interest-bearing bank accounts and certificates of deposit in authorized banks, listed below, for deposit of local unit funds.
- Government money market mutual funds as comply with N.J.S.A. 40A:5-15. I(e)
- Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.
- Bonds or other obligations of the local unit or school district of which the local unit is a part.
- Any other obligations with maturates not exceeding 397 days, as permitted by the Division of Investments.
- Local government investment pools which comply with N.J.S.A. 40A:5-15. I (c) and conditions set by the Division *of* Local Government Services.
- New Jersey State Cash Management Fund.
- Repurchase agreements (repos) *of* fully **collateralized securities which comply with N.J.S.A.** 40A 5- 15 1 (a),

The following Government Unit Depository Protection Act approved banks are authorized depositories for deposit of funds

JPMorgan, Chase
BCPBANK
Wachovia Bank NA
Bank of America
Investors Savings Bank
Sovereign Bank
State of New Jersey Cash Management Fund
New Jersey Asset & Rebate Management Program (NJ/ARM)

The above referenced banking and savings institutions are hereby authorized to honor and pay checks, drafts and warrants drawn on the several accounts in said banking institutions, when same are signed in the name of the City of Long Branch by Adam Schneider, Mayor, Howard H. Woolley Jr., Business Administrator, and Ronald J. Mehlhorn Sr., Director of Finance or Michael Martin, Municipal Comptroller.

The following are approved security broker/dealers

No designated firms as of January 1, 2008.

The registered principal of any brokerage firm approved above shall be provided with and sign an acknowledgment that they have seen and reviewed the cash management plan

For each month, the Chief Financial Officer shall prepare a report for the governing body that consists of the following

- A summary of all investments made or redeemed
- Any and all financial institutions holding local unit funds
- The class or type of securities purchased or funds deposited
- Income gained on deposits and investments
- Market value of investments and disclosure and how the value was determined
- A listing of accounts or deposits that do not earn interest.

The approved cash management policy is an integral part of this document.

Any official involved with the selection of depositories, investments, broker/dealers shall disclose any material business or personal relationship to the governing body and to the Local Finance Board (*or local ethics board if applicable*).

Any official who in the course of his or her duties deposits or invests in accordance with the plan shall be relieved of any liability for loss of investment.

R# 12-08

RESOLUTION ESTABLISHING
CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH

Be it resolved by the City Council of the City of Long Branch , County of Monmouth, That the Chief Financial Officer shall administer the cash management plan adopted on January 1, 2008 through compliance with 40A~5-1 et seq., prudent application of these cash management policies, which shall not conflict the plan in any way.

1. Objectives: The priority of investing practices shall be, in order of descending importance,

Security, liquidity, and yield.

A. **Security** : The safety of principal is the foremost objective of the cash management plan. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

1. **Credit Risk** Credit risk is the risk of loss due to failure of the security issuer or backer Credit risk may be mitigated by:

- a. Limiting investments to the safest types of securities (*indicate rating and agencies to be used*)
- b. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business.
- c. Diversifying the investment portfolio

2. **Interest Rate Risk:** Interest rate risk is the risk that the market value of the securities in The portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations thereby avoiding the need to sell securities on the open market prior to maturity, and
- b. By investing operating funds primarily in shorter-term securities. *Indicate the number of years*

B. **Liquidity** - *The* portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investments of various funds should be structured so that they match the potential need. Thus, investments of operating funds should be kept in investments with a maturity of not more than one year Investments of a capital, or long term trust fund nature should match the expected use of the funds, but not to exceed five years Investments should consist of securities with active secondary markets or in mutual funds that permit liquidation at net asset value. Securities shall not be sold prior to maturity with the following exceptions:

1. a declining credit security could be sold early to minimize the loss of principal.
2. a security swap would improve the quality, yield, or target duration in the portfolio.
3. liquidity needs of the local unit require that the security be sold

C. **Yield:** The investment portfolio must be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The chief financial officer shall carefully evaluate the legality, security, and yield attributes of any investment offering above market yields,

11. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio in accordance with State law and this policy. Chief financial officers acting in accordance with the cash management plan and policy shall be relieved of any liability for loss of such moneys due to the insolvency or closing of any depository designated by, or the decrease in value of any investment authorized by, the cash management plan.

Investments shall be made with judgment and care, under circumstances their prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall not have personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material investment in financial institutions with which they conduct business. They shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. Personnel involved in investment activities shall comply with the Local Government Ethics Law

C. Delegation of Responsibility and Authority

Responsibility and authority to manage the cash management plan and policy is granted to the chief financial officer pursuant to N.J.S.A. 40A:5-14. No person may engage in an investment transaction except as provided under the terms of the policy and the written procedures established by the chief financial officer. The chief financial officer: responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

III. Safekeeping and Custody

A. Authorized Banks for Deposit of governmental Funds: The cash management plan shall list all authorized banks for deposit of governmental funds, Only banks approved by the Department of Banking and Insurance under the Government Unit Depository Protection Act (GUDPA) can be approved depositories.

B. Approved Security Broker/Dealers The cash management plan shall list any approved security broker/dealers

C. Internal Controls

1. The Governing body shall act to provide that the agency has an internal control structure that is established, defined and maintained to ensure that the assets of the entity are protected from loss, theft or misuse. The chief financial officer shall develop written internal controls and submit them to the governing body for approval The internal control structure shall be designed to provide reasonable assurance that the assets of the entity are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that

a. the cost of a control should not exceed the benefits likely to be derived.

b. the valuation of costs and benefits of internal controls requires estimates and judgments by management. 2. Internal control practices shall address the following points:

a Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer,

b. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

c. Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by N.J.S.A. 12A:9-105) shall be placed with an independent third party for custodial safekeeping

d. Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities

e. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

f. Written confirmation or telephone transactions for investments and wire transfer. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person, Written communication may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.

g. Development of a wire transfer agreement with the lead bank or third party custodian. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

D. Delivery vs. Payment: All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. Securities will be held by a **third party custodian as evidenced** by safekeeping receipts.

IV. Reporting

A. Methods The chief financial officer shall prepare an investment report to the governing body each month, including a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the governing body to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the chief executive officer, and the governing body. The report will include the those items outlined in the cash management plan,

B. Performance Standards the investment portfolio will be managed in accordance with the parameters specified within the cash management plan and policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis. *(benchmarks to be established by the governing body could include New Jersey Cash Management plan 30, 60, or 90 day T-bill performance, performance information provided by investment service providers or publishers of financial information such as the Wall Street Journal or by other means acceptable to the governing body)*

V Policy

A. Exemption: Any investment currently held that does not meet these guidelines shall be exempted from the requirements of the cash management plan. At maturity or liquidation, such monies shall be reinvested only as provided by the cash management plan and policy.

B. Amendment The cash management plan must be approved by the governing body, by resolution, on an annual basis, and may be amended at any time during the year to reflect changes due to changes in laws, depositories, funds or investments.

R# 13-08

RESOLUTION
2007 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.

Budget Appropriation Reserves 2007

TRANSFER
01/08/2008

Transfers "To"

Department of Health Office of the Director Salaries and Wages	500.00
Office of Senior Citizen Activities Salaries and Wages	5,000.00
Office of the Construction Code Official Salaries and Wages	4,000.00

Total Transfers "To"	9,500.00
	=====

Transfers "From"

Division of Street Construction & Maintenance Salaries and Wages	5,500.00
Division of Solid Waste / Recycling Salaries and Wages	4,000.00

Total Transfers "From"	9,500.00
	=====

R# 14-08

**RESOLUTION AUTHORIZING CONTRACT
FOR MUSICAL PERFORMANCE
FOR 2008 SUMMER ENTERTAINMENT PROGRAM**

WHEREAS, as part of its 2008 Summer Entertainment Program, the City of Long Branch wishes to contract with LaGuardia & Associates, LLC to provide a musical performance by Felix Cavaliere's Rascals at West End Cruise Night on August 16, 2008; and

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

WHEREAS, the City's Office of Community Development staff has negotiated a contract, annexed hereto, with La Guardia & Associates, LLC for said performance, and it is the recommendation of the Business Administrator that it is in the City's best interest to enter into this contract; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and Political Contribution Affidavit will serve as acknowledgement by LaGuardia & Associates, LLC that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; 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 **Trust Budget, Appropriation #T-14-100-096, in the amount of \$15,000.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract with La Guardia & Associates, Inc. for a musical performance by Felix Cavaliere's Rascals at West End Cruise Night on August 16, 2008, in accordance with the contract annexed hereto, for a sum not to exceed \$15,000.

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

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

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

**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:

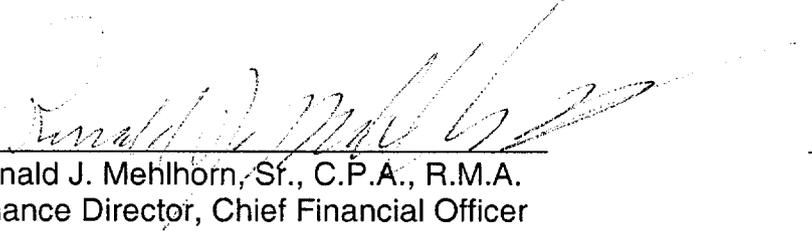
**CONTRACT FOR MUSICAL PERFORMANCE BY FELIX
CAVALIERE'S RASCALS FOR WEST END CRUISE NIGHT
AUGUST 16, 2008**

Said contract being made as follows:

LA GUARDIA & ASSOCIATES, LLC	\$15,000
---	-----------------

Said funds being available in the form of:

TRUST BUDGET RECREATION TRUST FUND 1APPRO. #T-14-100-096	\$15,000
---	-----------------



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

Date



November 20, 2007

TO: Carol Milachi
City of Long Branch Purchasing Department

FROM: John Alati
LaGuardia & Associates Entertainment.

RE: Business Certificates

Enclosed find the following executed forms:
Business Entity Certification
Stockholder Disclosure Certification
Political Contribution Disclosure Form

I have also enclosed a copy of our most recent Business Registration Certificate.
Effective January 1, 2008 we are becoming a Limited Liability Corporation.

If you have any questions pertaining to any of these, please feel free to give me a call.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF LONG BRANCH**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the LAGUARDIA
ASSOCIATES Entertainment has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et
 seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the scheduled
 date of award of the contract by the governing body, to any of the following named candidate committee, joint candidates
 committee; or political party committee representing the elected officials of the City of Long Branch as defined pursuant to
 N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund of Adam Schneider	
Election Fund of Brown, Celli, DeStafano,	
Giordano and Zambrano	
Unger for City Council	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
CORNELIUS J. LAGUARDIA	63 MAGNOLIA WAY No. Haledon, NJ
JOHN M. ALATI	34 Cypress Ave VERONA NJ 07044

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I
 and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: LAGUARDIA ASSOCIATES Entertainment LLC

Signed: [Signature]
 Print Name: JOHN ALATI

Title: PARTNER
 Date: 11/19/07

Subscribed and sworn before me this 19th day of
November, 2007 Patricia A Boise
 My Commission expires: **PATRICIA ANN BOISE**
ID # 2355036

[Signature]
JOHN ALATI (Affiant) PARTNER
 (Print name & title of affiant) (Corporate Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

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:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows of stockholder information.

Subscribed and sworn before me this 14 day of November 2007. Patricia A Boise (Notary Public). John Alati (Affiant), Partner.

*La Guardia & Associates
Entertainment & Productions*

CONTRACT

By contract made this 18th day of December 2007, it is hereby agreed by and between LaGuardia & Associates Entertainment, LLC. and the undersigned, that entertainment will be provided as agreed upon herein:

Name: City of Long Branch

Type of Function: Summer Concert

Day: Saturday Date: August 16, 2008

Location: Municipal Parking Lot

Address: Brighton Ave., Long Branch, NJ

Hours: (1) Show - 8:30pm to 10:00pm

Entertainment: "Felix Cavaliere's Rascals"

Compensation Agreed Upon: \$15,000.00 Payable to La Guardia & Associates, LLC

Deposit: Waived by January 15, 2008
(NON-REFUNDABLE)

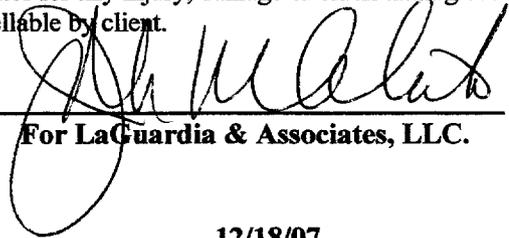
Balance: \$15,000.00 Due: to LaGuardia & Assoc. by August 16, 2008

Remarks: City will provide: Stage; sound & lights as per artist's specs; backline equipment as per artist's specs; 6 hotel rooms at West Long Branch Holiday Inn; dressing area near stage, bottled water for the stage; catering at the event for 10 entertainers and DVD copy of concert. Rain or Shine!

The undersigned, executing this Contract for client warrants their authority to do so as principal, agent or otherwise. It is mutually agreed that all return engagements within 18 months of this engagement shall be booked through LaGuardia & Associates. The client agrees to indemnify fully LaGuardia & Associates for any injury, damage or claim arising out of the services provided pursuant to this contract. This contract is non-cancellable by client.

Signature

Please sign and return one copy with deposit.
Retain one copy for your records.
c/o Barry Stein for City of Long Branch



For LaGuardia & Associates, LLC.

12/18/07

Print Name

344 Broadway
Long Branch, NJ 07740

Address

732-923-2044 Cell: 732-500-6593

Telephone #

Date

New Jersey State Lic. #BW-0354100
Fed. ID # 26-0571381

271 Grove Ave Bldg E
Verona, NJ 07044
973-571-9744 Fax: 973-571-9740
www.laguardiaonline.com

R# 15-08

**RESOLUTION AUTHORIZING APPOINTMENT
OF CITY AUDITOR**

WHEREAS, the City of Long Branch is required by statute to appoint a Registered Municipal Accountant to conduct an audit of financial statements of the City for the year ending December 31, 2007, and to prepare and file the City's Annual Financial and Debt Statements with New Jersey Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the City, through Fair and Open Process #FO-022-07, has advertised the solicitation of proposals for said services, received and opened in public on December 18, 2007, and the following proposal was received:

Hutchins, Farrell, Meyer & Allison, P.A.

WHEREAS, the proposal was reviewed by the Business Administrator, and it is his recommendation that it is in the City's best interest to appoint Robert W. Allison, CPA, RMA, as City Auditor to perform the audit and provide additional accounting services as may be required during the 2008 contract year; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and Political Contribution Affidavit will serve as acknowledgement by Hutchins, Farrell, Meyer & Allison that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, this contract is issued as an open-ended contract and during the contract year certification of funds will be provided by issuance of a Purchase Order prior to any work being assigned under the contract, and subject to availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby appoints Robert W. Allison, of the firm of Hutchins, Farrell, Meyer & Allison, as City Auditor to conduct the audit of 2007 financial records, prepare and file the Annual Financial and Debt Statements, prepare and file the Annual Reports with NRMSIRS, and to provide additional accounting services as may be required and assigned during the contract year, in accordance with the request for proposals and contract document annexed hereto.

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

AGREEMENT

THIS AGREEMENT MADE THIS DAY OF ,

BETWEEN: CITY OF LONG BRANCH
344 Broadway
Long Branch, NJ 07740

Hereinafter called the **CITY**

AND

HUTCHINS, FARRELL, MEYER & ALLISON, P.A.
912 HIGHWAY 33
SUITE 2
FREEHOLD, NJ 07728

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining HUTCHINS, FARRELL, MEYER & ALLISON, P.A. to provide services to conduct an audit of financial statements of the City for the year ending December 31, 2007 and to prepare and file the City's Annual Financial and Debt Statements with New Jersey Department of Community Affairs, Division of Local Government Services in accordance with the proposal attached hereto.

NOW, THEREFORE, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

This contract is awarded as an open ended contract. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. *No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order.* It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and the insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. *Bills are to be forwarded to the City Finance Office no*

later that twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. Hutchins, Farrell, Meyer & Allison agrees to provide services.
3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to December 31, 2008.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount, you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator and City Attorney of the need to continue service with an amendment to the contract.

The Administrator and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made **in advance of providing any services** the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. 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 provisions of this non-discrimination 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 their 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 NJSA 10:5-36 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 NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

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 principals 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, down grading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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 subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC 17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.
8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."
9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
10. This Contract shall be binding upon the City has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR** attested by **IRENE A. JOLINE, CLERK** and the Municipal Seal to be hereunto affixed and the **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Date: _____

Irene A. Joline, RMC
City Clerk

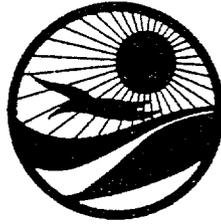
CONTRACTOR

By: _____

Title: _____

Attested by:

Dated: _____



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N.J. 07740 (732) 571-5645

Howard H. Woolley, Jr
Business Administrator

TO: Members of Council

FROM: Howard H. Woolley, Jr.
Business Administrator *HW*

RE: Appointment of City Auditor
F&O #022-07

DATE: January 2, 2008

Please be advised that I have reviewed the proposal submitted by Hutchins Laezza Meyer and Allison for the above referenced contract.

Based upon reputation, experience and other evaluation criteria defined in the RFP, it is my recommendation that it is in the City's best interest to appoint Robert W. Allison as the City Auditor and award a contract to the firm for audit of 2007 financial records and other accounting services as the City may require during the 2008 calendar year.



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N.J. 07740 (732) 571-5645

Howard H. Woolley, Jr
Business Administrator

TO: Irene Joline
City Clerk

FROM: Howard H. Woolley, Jr.
Business Administrator

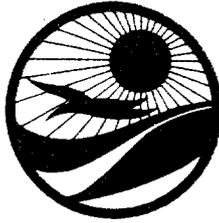
RE: Auditing Services – Hutchins, Farrell, Meyer & Allison, P.A.

DATE: December 19, 2007

I believe it is in the best interest of the City of Long Branch to award auditing services to Hutchins, Farrell, Meyer & Allison. Please put on the agenda for the first meeting in January 2008.

Thank you.

HHW:gb



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

To: Adam Schneider, Mayor
Howard Woolley, Business Administrator

Fr: Irene A. Joline, City Clerk

Re: Proposal for Auditing Services

On December 18, 2007 this office received one proposal for the above services, present at this opening was myself and Carol Mellaci, Purchasing Agent. I have attached same for your review and if all is in order, I will need a recommendation letter to award for the first meeting in January, 2008

Dated: December 18, 2007



recycled paper

**CITY OF LONG BRANCH
PROPOSAL FOR AUDIT SERVICES
DECEMBER, 2007**

**Hutchins, Farrell, Meyer & Allison, P.A.
912 Highway 33, Suite 2
Freehold, New Jersey 07728**

**Contact: Robert W. Allison, CPA, RMA
732/409-0800**

December 14, 2007

Hutchins, Farrell, Meyer & Allison, P.A.

Certified Public Accountants • Business & Financial Advisors

Robert H. Hutchins, CPA, CVA
Eugene M. Farrell, CPA, RMA, CFP
Robert W. Allison, CPA, RMA
Alan E. Meyer, CPA/ABV
Joann DiLieto, CPA

Patrice R. Antonucci, CPA
Thomas L. Stetson, CPA

Monmouth County Office
912 Highway 33 • Suite 2
Freehold, NJ 07728
(732) 409-0800
Fax: (732) 866-9312

Ocean County Office
512 Main Street • PO Box 1778
Toms River, NJ 08754
(732) 240-5600
Fax: (732) 505-8358

December 14, 2007

Howard Woolley, City Clerk
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

Re: Proposal to Provide Auditing Services

Dear Mr. Woolley:

In response to the City's request, we are pleased to have the opportunity to submit this proposal to serve as independent certified public accountants to audit the financial statements of the City of Long Branch ("City") for the year ending December 31, 2007.

Your interests are to retain a firm that will deliver the highest quality services in the most efficient and cost-effective manner possible. Technical qualifications, prior experience in auditing governmental entities, and current knowledge of the still-evolving governmental accounting pronouncements are areas important to the City as it evaluates independent auditors.

SCOPE OF DUTIES

We will perform an audit of the 2007 financial statements of the City in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, and in compliance with the audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

We will also perform a compliance audit of federal funds and state grants for the year ended December 31, 2007 in accordance with federal Office of Management and Budget ("OMB") Circular A-133, the Single Audit Act of 1984, and the New Jersey OMB Circular 04-04.

In addition, we will prepare and file the City's 2007 Annual Debt Statement and Unaudited Annual Financial Statement.

We will also prepare and file the Annual Report with the Nationally Recognized Municipal Securities Information Repositories ("NRMSIRs") and Moody's Investors Service in connection with the City's outstanding bond issues as per SEC Rule 15c2-12.

Finally, we will perform financial work related to our position as independent auditor to the City.

Howard Woolley, City Clerk
City of Long Branch
December 14, 2007
Page 2

WHY HUTCHINS, FARRELL, MEYER & ALLISON, P.A. IS THE BEST FIRM FOR THIS PROJECT

Our extensive experience in serving local governments in New Jersey has given us the experience, knowledge, and understanding of your service expectations for this project. This knowledge, plus our commitment to provide quality services on a timely and responsive basis, makes us the "right firm to serve the City". Some of the specific reasons why you will benefit most from selecting Hutchins, Farrell, Meyer & Allison, P.A. are summarized below.

Top People

We have selected an unequalled team of experienced government professionals to serve you – people who know how to deliver quality and responsive service and people who are familiar with the scope of this engagement. The key members of our team have "hands-on" experience serving state and local government and understand the City's desire to improve fiscal reporting and the importance of monitoring expenditures for compliance. We guarantee that, in the unlikely event of staff attrition during the period of the engagement, professionals of at least the same level of experience will be available as replacements.

Resources

We have 16 professionals in our New Jersey area practice serving clients which include a number of governmental entities.

We are one of the largest firms in Monmouth and Ocean counties providing accounting and financial advisory services to government and the business community and would confirm that we are financially sound and have sufficient resources to provide the services required by the City of Long Branch.

Training

We are committed to providing continuing education and training to our professional staff as required by Government Auditing Standards, issued by the Comptroller General of the United States.

Our Commitment to You

The City will be a very important client for our firm, and a priority client to our practice. We guarantee that you will receive priority attention. Hutchins, Farrell, Meyer & Allison, P.A. will meet any and all deadlines required as part of this engagement.

We've Earned the Respect of the Public Sector and the Accounting Community

In today's litigious environment where, for professionals, litigation is the norm rather than the exception, we are proud of our record. Neither Hutchins, Farrell, Meyer & Allison, P.A. nor any of its partners has ever consented to or had a judgment entered in any professional disciplinary proceeding. In addition, neither the firm nor any of its partners has ever been charged in a criminal proceeding involving the firm's professional services.

We have Significant Credentials in the Public Sector

Much of our excellent reputation is the result of having the knowledge and experience to do things right. Our firm incorporates a Big 4 approach and culture at small-firm costs. In addition, many of our staff formerly worked in government in senior operating and executive positions, responsible for making important financial decisions on a day-to-day basis. While all of the people selected for this audit have the appropriate degrees and professional designations, what they also bring to the City is a wealth of practical, hands-on experience in government.

Scope of Services and Professional Fees

We continually strive to keep our fees at the lowest level consistent with the highest professional standards and your requirements for timely service. We are confident that our efficient service approach implemented by our experienced executives will minimize fees.

All major accounting firms offer similar services and have experience serving government. The difference among firms results from the level of their experience, the quality of services delivered, the people who provide the services, and the organizational structure that ensures proper support and the allocation of firm resources. Our depth of experience, our commitment to government and our desire to serve you demonstrate that Hutchins, Farrell, Meyer & Allison, P.A. is the right choice for you.

Our fee for the December 31, 2007 audit and the preparation of the 2007 Annual Debt Statement and Unaudited Annual Financial Statement will be \$77,700.00, and our fee to prepare and file the Annual Report with the NRMSIRs and Moody's Investors Service will be \$1,250.00. Our standard hourly rates used for all of our municipal clients for any additional services required are as follows:

Partner	\$ 145.00
Manager	115.00
Supervisor	90.00
Senior Staff	75.00
Staff	65.00

Howard Woolley, City Clerk
City of Long Branch
December 14, 2007
Page 4

In short, we are offering the City a reputation that is untarnished, services that are exemplary, professionals that have outstanding experience and credentials in government and the profession, and a commitment to the public sector that is unmatched in the accounting community.

Further information concerning firm background and related experience and the client service team to serve you are presented in the accompanying pages.

We trust that the information provided is responsive to your request. Should you require any further information, please contact me at 732/409-0800.

Very truly yours,

HUTCHINS, FARRELL, MEYER & ALLISON, P.A.

A handwritten signature in black ink, appearing to read 'R. Allison', with a horizontal line extending to the left.

Robert W. Allison

RWA:jad

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Executive Summary

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EXECUTIVE SUMMARY

This proposal discusses our approach to the City's audit. In reviewing our proposal, we ask you to consider the following points which distinguish Hutchins, Farrell, Meyer & Allison, P.A. from "the pack" and demonstrate why we are your best choice to conduct the audit of the City of Long Branch:

- In today's litigious environment where, for professionals, litigation is the norm rather than the exception, we are proud of our record. Neither Hutchins, Farrell, Meyer & Allison, P.A. nor any of its principals had ever consented to or had a judgment entered in any professional disciplinary proceeding. **In addition, neither the firm nor any of its principals has ever been charged in a criminal proceeding involving the firm's professional services.**
- Much of our excellent reputation is the result of having the knowledge and experience to do things right. **Our firm incorporates a Big 4 approach and culture at small firm costs and hourly billing rates.** In addition, many of our staff formerly worked in the public and private sector in senior operating and executive positions, responsible for making important financial decisions on a day-to-day basis. While all of the people selected for this audit have the appropriate degrees and professional designations, what they also bring to the City is a wealth of practical, hands-on experience.
- We are not just interested in the clients we serve; we are committed to the public sector. We like the business of government, not-for-profits and education. **Hutchins, Farrell, Meyer & Allison, P.A. frequently provides CPE seminars for the New Jersey Government Finance Officers' Association.**
- **Our Peer Review has always resulted in an unqualified "clean" opinion.** We urge the City to carefully review the Quality or Peer Reviews of all proposing firms as this can help distinguish one firm from another.
- Principals in our firm have served various steering committees in addressing the everyday problems confronting government and education. **Eugene M. Farrell, principal, is the past-President of the Registered Municipal Accountants' Association of New Jersey, the past-Chairman of the New Jersey Society of Certified Public Accountants' Governmental Accounting and Auditing Committee, and a past-Trustee of the New Jersey Society of Certified Public Accountants. Mr. Farrell was instrumental in assisting the state in their deliberations on the implementation of Governmental Accounting Standards Board ("GASB") Statement No. 34.**
- All professional staff have met and, in most cases, have exceeded the CPE requirements mandated by the American Institute of Certified Public Accountants ("AICPA"), the New Jersey Society of Certified Public Accountants ("NJSCPA"), and the single audit standards set by the "Yellow Book". Hutchins, Farrell, Meyer & Allison, P.A. is qualified by the State of New Jersey to give CPE instruction.

- We are more than auditors – Hutchins, Farrell, Meyer & Allison, P.A. can provide clients with services related to Information Technology, Financial Advisory, and Operational Reviews.

In short, we are offering the City of Long Branch the opportunity to retain a firm with a reputation that is untarnished, services that are exemplary, professionals that have outstanding experience and credentials in not-for-profits and the profession, and a commitment to the public sector that is unmatched in the accounting community.

Further information concerning firm background and related experience and the client service team to serve you are presented in the accompanying pages.

PROFILE OF HUTCHINS, FARRELL, MEYER & ALLISON, P.A.

1. Background of Local Organization

At Hutchins, Farrell, Meyer & Allison, P.A. our primary concern is and always has been providing outstanding auditing services to our clients. We are proud of the high quality of our accounting and tax services, which are the main reasons why our clients have selected us and continue to retain our services.

Members of our firm have achieved records of outstanding contributions to the accounting profession. We believe our participation in the organized activities of the accounting profession is an important resource in our capacity to serve our clients. Through such participation we, as a firm, and our partners, individually, have played key roles in the refinement of techniques, the innovations and the progress of our profession for the benefit of the clients we serve.

We take pride in the fact our firm has not been involved in any litigation related to our accounting work. In addition, we are committed to quality auditing which is reflected in our latest peer review.

2. Background of the Firm

How We Are Organized

Hutchins, Farrell, Meyer & Allison, P.A. is a professional corporation with four Principals who are responsible for the administration of the firm's practice and for the overall coordination and supervision of specific client engagements. The firm as a whole is administered by a Managing Partner, with policy direction from the Principals.

Sharing many of the responsibilities of our Principals are Managers. Managers assist Principals on large engagements and are responsible for the complete coordination and supervision of a number of other engagements. Like our Principals, they spend a good deal of their time consulting with the senior executives of client organizations and providing advice on important financial, tax or management matters.

Because of this close relation with both the client and the staff, the Manager functions as a vital communications link between and among the client, the partner in charge, the staff members and the firm's tax and management services personnel.

The Manager in turn relies heavily on his/her seniors for the detailed planning, programming and scheduling of each engagement, and for the supervision of staff assistants in carrying out the various parts of the engagement and drafting reports.

3. Other Services

A. Information Technology

Hutchins, Farrell, Meyer & Allison, P.A. has contacts with several leading technology firms, as well as their own internal technical experts, and can therefore offer technology infrastructure audits/evaluations, technology business plans, and assistance in the implementation of such plans.

B. Financial Advisors

The purpose of a financial advisor, in a financing transaction, is to assist the client undertaking the process of a financing and to provide consulting services through the actual execution of the financing. **We have served as financial advisor in the public offering of debt for many of our clients.**

In addition, we have assisted our clients in devising investment strategies to maximize investment income.

C. Operational Reviews

Hutchins, Farrell, Meyer & Allison, P.A. has undertaken many different types of reviews for a large cross-section of clients and has the ability and experience to perform any type of operational review required by our clients.

4. Experience

This section presents the background and experience which uniquely qualify to provide professional services to our clients. The qualifications of the firm are demonstrated by examples of prior engagements of similar nature and complexity.

The Qualities That Distinguish Hutchins, Farrell, Meyer & Allison, P.A.

Viewed from the outside, the similarities between one public accounting firm and another may seem more striking than the differences. The majority of CPA firms provide essentially the same kinds of services, each of them enjoys a diverse clientele, and most of them can point to an impressive record of growth. On closer examination; however, there are some significant differences. In this section of our proposal, we attempt to identify those qualities which, in our view, distinguish Hutchins, Farrell, Meyer & Allison, P.A. from other accounting firms.

A. We are, first and foremost, Auditors

In Hutchins, Farrell, Meyer & Allison, P.A. our primary concern is, and always has been, providing outstanding audit services to our clients. Although we are proud of the high quality of our accounting and our tax services, we recognize that the main reason our clients have selected us, and the main reason they continue to retain us, is the quality, reliability and responsiveness to client needs of our audit organization.

B. We are Leaders in our Profession

Our partners have achieved a record of outstanding contributions to the accounting profession. We believe that our participation in the organized activities of the accounting profession is an important resource in our capacity to serve our clients. Through such participation, we as a firm, and our partners individually, have played a key role in the refinement of techniques, the innovations and the progress of our profession, for the benefit of the clients we serve.

C. Staff Training

All professional staff have met and, in most cases, have exceeded the CPE requirements mandated by the American Institute of Certified Public Accountants ("AICPA"), the New Jersey Society of Certified Public Accountants ("NJSCPA"), and the single audit standards set by the "Yellow Book". Hutchins, Farrell, Meyer & Allison, P.A. is qualified by the State of New Jersey to give CPE instruction.

D. Peer Review

Hutchins, Farrell, Meyer & Allison, P.A. is proud of its recent unqualified Peer Review Opinion (Exhibit A). Hutchins, Farrell, Meyer & Allison, P.A. is a member of the AICPA's Private Companies Practice Section which required voluntary Peer Review before Quality Reviews were mandated.

Hutchins, Farrell, Meyer & Allison, P.A.'s Peer Reviews have always resulted in an unqualified, "clean" opinion.

E. Our reputation for quality work is unsurpassed

In these days of increasing challenge and risk for clients and the CPA firms that serve them, we are glad that our commitment to quality auditing has included emphasis on field work and aspects of the audit function related to identification and understanding of the facts. We believe that placing responsibility on each professional contributes substantially to the care that our professionals exercise in the performance of their work.

Following are some of the basic elements of our approach to maintaining a high level of quality in the work performed by our offices:

- A system has been devised and implemented whereby every engagement is subject to an independent technical review, prior to the issuance of our report, of certain aspects of the engagement and of the report itself, to assure compliance with our professional standards and, with the technical requirements of various regulatory agencies.
- The firm has an extensive library of manuals which provide professional and technical guidance and express the firm's policies, preferences and standards in auditing, reporting and a number of other areas.
- Our personnel education programs are designed to provide appropriate education and training for all Hutchins, Farrell, Meyer & Allison, P.A. people, from our partners to newly-hired staff.
- A critical evaluation of our professional staff, our techniques and approaches and our services in general is elicited from clients to provide us with objective appraisals of the quality of our people and our services and to identify opportunities for improvement.
- Recognizing that prudence and care in the acceptance and retention of clients are essential to maintaining the quality of our practice, it is our policy to carefully review each prospective client before accepting an engagement. Responsibility for this review rests with the Managing Partner.

EXPERIENCE

The following is a list of our current governmental contracts:

Authorities

Ocean County Utilities
Atlantic County Improvement
Atlantic County Utilities
Jackson Municipal Utilities
Lacey Municipal Utilities
Township of Neptune Sewerage

Municipalities

Borough of Tinton Falls	Borough of Lavallette
Borough of Atlantic Highlands	Borough of Little Silver
Township of Brick	City of Long Branch
Township of Toms River	Township of Marlboro
Township of Eagleswood	Township of Neptune
Borough of Englishtown	Borough of Point Pleasant Beach
Borough of Fair Haven	Borough of Rumson
Borough of Harvey Cedars	Borough of Seaside Heights
Township of Hazlet	Borough of Shrewsbury
Borough of Jamesburg	Township of South Orange
Township of Lacey	Township of Stafford
Borough of Lake Como	Township of Wall
Borough of Spring Lake Heights	Township of Ocean (Waretown)

School Districts

Eatontown Board of Education	Red Bank Regional High School District
Hazlet Board of Education	Roosevelt Board of Education
Holmdel Board of Education	Rumson Board of Education
Millstone Board of Education	Rumson/Fair Haven High School District
Milltown Board of Education	Sea Bright Board of Education
Ocean Gate Board of Education	Shore Regional High School District
Red Bank Borough Board of Education	Spring Lake Heights Board of Education
Asbury Park Board of Education	Bradley Beach Board of Education
Matawan-Aberdeen Regional SD	

PERSONNEL ASSIGNED TO AUDIT

Robert W. Allison, Engagement Partner

Robert W. Allison, CPA, RMA, graduated from Providence College in Providence, Rhode Island. Mr. Allison is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants and an Associate Member of the Monmouth County School Business Officials. Mr. Allison is also a past-Chairman of the Western Monmouth County YMCA and a past-President of the United Way of Monmouth County. Mr. Allison also serves as Financial Advisor to New Jersey SHARES, Inc., a statewide, not-for-profit Fuel Fund.

Mr. Allison has served as the Engagement Partner for the City of Long Branch audit for the past 13 years.

Mr. Allison is the in-charge auditor for the firm's school district and not-for-profit clients. Mr. Allison has provided litigation support to school districts in instances of employee misappropriation of funds. Mr. Allison has received a Certificate in Achievement from the AICPA in Personal Financial Planning and has lectured on various accounting and financial issues, including the impact of GASB 34 on school districts.

Mr. Allison's responsibilities have included operational reviews, grant monitoring procedures, budget strategies, computerization of financial records, fixed asset reporting, preparation of official statements, training and development of accounting procedures manuals, and assistance in the development of internal controls.

Mr. Allison has served as Financial Advisor for school districts and municipalities.

* * * * *

Eugene M. Farrell, Colleague Partner

Eugene M. Farrell, CPA, RMA received a Bachelor of Science Degree in Accounting from Fairleigh Dickenson University in Teaneck. Prior to joining Hutchins, Farrell, Meyer & Allison, P.A., Mr. Farrell was a senior manager with Ernst & Young. He was responsible for the supervision and completion of all local government activities at Ernst & Young. Mr. Farrell was in charge of the accounting and budgeting education courses at Ernst & Young, for municipalities, authorities and school districts which included the implementation of firm single audit guidelines.

Mr. Farrell has broad experience in government as an auditor for school districts, authorities, municipal and county governments and as a comptroller for a large city in New Jersey. In addition, Mr. Farrell was responsible for maintaining the financial records for a large retail operation encompassing over 600 stores.

Mr. Farrell's responsibilities have included operational reviews, grant monitoring procedures, labor negotiations, budget strategies, computerization of financial records, fixed asset reporting, preparation of official statements, training and development of accounting procedures manuals, assistance in the development of internal controls and developing a forecast for a tipping fee model for a landfill operation.

Mr. Farrell was instrumental in assisting the State of New Jersey in their deliberations on the implementation of Governmental Accounting Standards Board ("GASB") No. 34.

Mr. Farrell is a Certified Public Accountant, Registered Municipal Accountant, Certified Financial Planner, and licensed Public School Accountant. He is a past-Trustee of the New Jersey Society of Certified Public Accountants and the past-Chairman of the Society's Governmental Accounting and Auditing Committee. Mr. Farrell is also a past-President of the Registered Municipal Accountants Association of New Jersey. He is also a member of the American Institute of Certified Public Accountants, International Board of Standards and Practices for Certified Financial Planners, and an adjunct instructor for Rutgers University.

Patrice R. Antonucci, Manager

Patrice R. Antonucci, CPA, graduated from Kean University, Union, New Jersey.

Ms. Antonucci is a member of the American Institute of Certified Public Accountants and of the New Jersey Society of Certified Public Accountants. She has been actively involved in the audits of municipalities and school districts for several years.

Jennifer DiMeola, Senior Staff

Jennifer DiMeola graduated from the Richard Stockton College of New Jersey and has five years' experience in auditing municipalities and school districts.

David Faloba, Staff

David Faloba graduated from Kutztown University, Pennsylvania and has experience in auditing municipalities and school districts.

We have attached a copy of our current Certificate of Employee Information Report as it relates to affirmative action.

SHAREHOLDERS

The following individuals are current shareholders of Hutchins, Farrell, Meyer & Allison, P.A.:

Robert H. Hutchins
Eugene M. Farrell
Robert W. Allison
Joann DiLieto
Alan E. Meyer

REFERENCES

The following individuals can be contacted to provide references on work we have performed for their municipalities:

Lynn Marie Gale, CFO
Borough of Little Silver
732/842-2400

Michael Bascom, CFO
Township of Neptune
732/988-5200

Helen Graves, CFO
Borough of Rumson
732/842-3300

PRIOR EXPERIENCE

Hutchins, Farrell, Meyer & Allison, P.A. has served as auditor to the City of Long Branch for the past 13 years.

During this time, the firm has also served as financial advisor to the City in its 2006 and 2007 Bond Sales, performed operational reviews, and performed financial work related to the position of auditor to the City.

COST PROPOSAL

We continually strive to keep our fees at the lowest level consistent with the highest professional standards and your requirements for timely service. We are confident that our efficient service approach implemented by our experienced executives will minimize fees.

All major accounting firms offer similar services and have experience serving government. The difference among firms results from the level of their experience, the quality of services delivered, the people who provide the services, and the organizational structure that ensures proper support and the allocation of firm resources. Our depth of experience, our commitment to government and our desire to serve you demonstrate that Hutchins, Farrell, Meyer & Allison, P.A. is the right choice for you.

Our all-inclusive maximum price to perform the previously-described audit services for the year ended December 31, 2007 for the City will be \$77,700.00, and our fee to prepare and file the Annual Report with the NRMSIRs and Moody's Investors Service will be \$1,250.00.

If any additional work is required to be performed, our standard hourly rates are as follows:

Partner	\$ 145.00
Manager	115.00
Supervisor	90.00
Senior Staff	75.00
Staff	65.00

FRICKE & ASSOCIATES, P.C.

Certified Public Accountants

Exhibit A

2344 Perimeter Park Drive • Suite 100
Atlanta, Georgia 30341
(770) 216-2226 • Fax (770) 216-2227
www.frickecpa.com

December 7, 2005

To the Owners
Hutchins, Farrell, Meyer & Allison, P.A.

We have reviewed the system of quality control for the accounting and auditing practice of Hutchins, Farrell, Meyer & Allison, P.A. (the firm) in effect for the year ended June 30, 2005. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, audits of Employee Benefit Plans. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Hutchins, Farrell, Meyer & Allison, P.A. in effect for the year ended June 30, 2005, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Fricke & Associates, P.C.

Fricke & Associates, P.C.



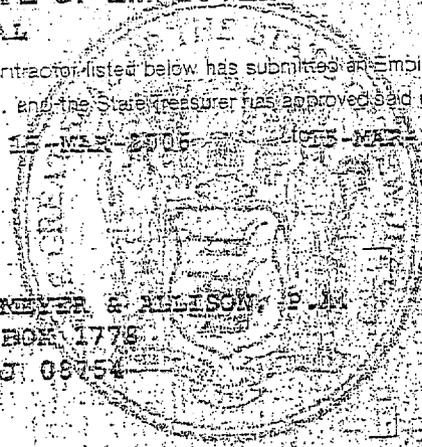
Member American Institute of Certified Public Accountants and Georgia Society of Certified Public Accountants

Certification 0935

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2006 to 15-MAR-2013.

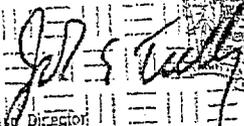


HUTCHINS, MARCELL, ROSSER & ALLISON, P.A.
518 MAIN STREET, PO BOX 1778
TOWNS RIVER NJ 08054



Bradley Abela

Acting State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE ROBERTA S. ROBERTS TREASURER
TAXPAYER NAME: HUTCHINS, FARRELL MEYER & ALLISON, A P	TRADE NAME:	
TAXPAYER IDENTIFICATION #: 223-263-877/000	SEQUENCE NUMBER: 0082135	
ADDRESS: 512 MAIN ST TOMS RIVER NJ 08253	ISSUANCE DATE: 08/30/04	
EFFECTIVE DATE: 09/21/93	Director:	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

ACORD CERTIFICATE OF LIABILITY INSURANCE

Exhibit D

CSR KL
HUTCH05

DATE (MM/DD/YYYY)
05/23/07

PRODUCER

PLI-Accountants
 300 Delaware Ave., Ste. 1700
 Wilmington DE 19801
 Phone: 302-656-8000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Hutchins, Farrell, Meyer & Allison, PA
 512 Main Street, PO Box 1778
 Toms River NJ 08754

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty (NY) (A01)	20443
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

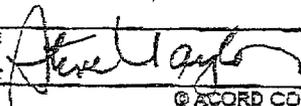
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		Accountants Professional Liab.	APL275313290	02/01/07	02/01/08	\$2,000,000 \$2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Accountants Professional Liability "claims made" limits of liability \$2,000,000/\$2,000,000, subject to a \$10,000 each and every claim deductible. Full Prior Acts Protection Applies.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Steven C. Taylor 

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/13/2007
PRODUCER (732)367-6680 FAX: (732)367-6658 STANBERRY INSURANCE AGENCY INC. 4126 HIGHWAY 9 SOUTH HOWELL PLAZA SHOPPING CENTER HOWELL NJ 07731		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Hutchins, Farrell, Meyer & Allison, Pa Po Box 1778 Toms River NJ 08753		INSURERS AFFORDING COVERAGE INSURER A: Norfolk & Dedham Group NAIC # 13943 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED/NOV-OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	VD300862	8/27/2007	08/27/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	0001417	08/27/2007	08/27/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	26WEPK011500	8/16/2007	08/16/2008	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE J STANBERRY/JIM2
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CITY OF LONG BRANCH DOCUMENT SUBMISSION CHECKLIST

REQUIRED

**READ, SIGNED
& SUBMITTED**

- Yes PROPOSAL AS REQUIRED IN RFQ
- Yes STOCKHOLDER DISCLOSURE CERTIFICATION
- Yes NON-COLLUSION AFFIDAVIT
- Yes AFFIRMATIVE ACTION QUESTIONNAIRE

REVIEWED

- Yes MANDATORY AFFIRMATIVE ACTION LANGUAGE
- Yes AMERICANS WITH DISABILITIES ACT OF 1990
- Yes N. J. BUSINESS REGISTRATION REQUIREMENTS

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Exhibit F

Name of Business Hutchins, Farrell, Meyer & Allison, P.A.

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:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders:

Name: Robert H. Hutchins

Home Address: 1905 3rd Avenue
Spring Lake, NJ 07762

Name: Eugene M. Farrell

Home Address: 15 Oakland Road
Old Bridge, NJ 08857

Name: Robert W. Allison

Home Address: 1615 Dubac Road
Wall, NJ 07719

Name: Joann DiLieto

Home Address: 1905 3rd Avenue
Spring Lake, NJ 07762

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this 4th day of December, 2007

Jennifer A. Davoli
(Notary Public)

JENNIFER A. DAVOLI
A Notary Public of New Jersey
My Commission Expires 2/27/2010

[Signature]
(Affiant)

Robert W. Allison, Shareholder
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF Monmouth

I, Robert W. Allison residing in the Township of Wall
(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 dispose and say that:

I, am a shareholder of the firm of Hutchins, Farrell, Meyer & Allison, P.A.
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled City Auditor
(title of bid proposal)

_____ 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 Hutchins, Farrell, Meyer & Allison, P.A.
(name of firm)

Subscribed and sworn to
before me this day

December 14, ~~2006~~ ²⁰⁰⁷

[Signature]
(signature of affiant)

[Signature]
(signature of notary)

My Commission expires:

JENNIFER A. DANIELS
A Notary Public of New Jersey
My Commission Expires 2/27/2010

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF LONG BRANCH

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Hutchins, Farrell, Meyer & Allison, P.A. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Long Branch as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert H. Hutchins	1905 3 rd Avenue, Spring Lake, NJ 07762
Eugene M. Farrell	15 Oakland Road, Old Bridge, NJ 08857
Robert W. Allison	1615 Dubac Road, Wall, NJ 07719
Joann DiLieto	1905 3 rd Avenue, Spring Lake, NJ 07762

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hutchins, Farrell, Meyer & Allison, P.A.

Signed: [Signature] Title: Shareholder

Print Name: Robert W. Allison Date: December 14, 2007

Subscribed and sworn before me this 14th day of December, 2007
Jennifer A. Daniels (Affiant)
 My Commission expires: _____ Robert W. Allison, Shareholder
JENNIFER A. DANIELS (Print name & title of affiant) (Corporate Seal)
A Notary Public of New Jersey
My Commission Expires 2/27/2010

R # 16-08

**RESOLUTION AUTHORIZING ANNUAL CONTRACT
FOR PUBLIC HEALTH NURSING SERVICES**

WHEREAS, the City of Long Branch has the need to contract for Public Health Nursing Services to be made available for certain residents of Long Branch for the calendar year 2008; and

WHEREAS, the Visiting Nurse Association of Central Jersey has provided services relative to various health programs in past years, and City's Health Officer recommends that the City authorize a contract with this organization for said services, in accordance with their proposal annexed hereto; and

WHEREAS, the value of this contract does not exceed \$17,500, and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents AND political Contribution Affidavit, annexed hereto, will serve as acknowledgement by Visiting Nurse Association of Central Jersey that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; 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 **2008 Temporary Budget, Department of Health, Appropriation #8-01-071-215, in the amount of \$12,360.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes an annual contract for calendar year 2008 with **Visiting Nurse Association of Central Jersey**, for public health nursing services, in accordance with the terms and conditions of the proposal and contract annexed hereto, **for a sum not to exceed \$12,360.**

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

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

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

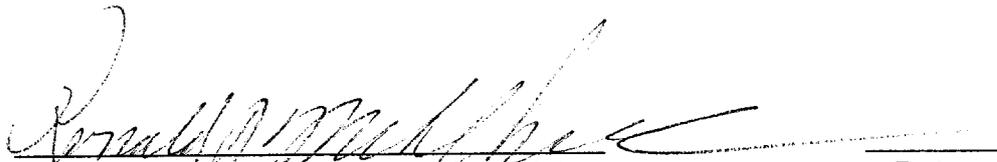
2008 ANNUAL CONTRACT FOR PUBLIC NURSING SERVICES

Said contract being made as follows:

VISITING NURSE ASSN. OF CENTRAL JERSEY	\$12,360
---	-----------------

Said funds being available in the form of:

2008 TEMPORARY BUDGET DEPARTMENT OF HEALTH MEDICAL SERVICES APPRO. #8-01-071-213	\$12,360
---	-----------------



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

Health Department
344 Broadway
Long Branch, New Jersey
07740
Phone 732-571-5665 * Fax 732-222-1516

December 3, 2007

To: Irene Joline
City Clerk

Fm: David Roach
Health Officer

N

Su: Visiting Nurse Association of Central Jersey Contract - 2008

Please place on the Mayor and Council's agenda for approval the VNA contract for 2008.

There is a small cost of living increase of \$360.

1st MTG Jan 08



Visiting Nurse Association
of Central Jersey

The future of healthcare. Delivered.

November 28, 2007

David Roach, Health Officer
Long Branch Health Department
344 Broadway
Long Branch, NJ 07740

Dear Mr. Roach:

Effective January 1, 2008, your Nursing Service contract with Visiting Nurse Association of Central Jersey will automatically renew through December 31, 2008.

To acknowledge and confirm your acceptance of this renewal, please sign and date this letter, returning the original to Visiting Nurse Association of Central Jersey in the enclosed envelope and retaining a copy for your file.

Enclosed also are two original Contracts between the Visiting Nurse Association of Central Jersey (VNACJ) and the Health Department of Long Branch for January 1, 2008 through December 31, 2008. Please note the 2008 annual sum reflects a cost of living adjustment. Please sign the Contracts and forward one original to the VNACJ.

We have enclosed a W-9 Form. Please return a completed W-9 form and Certificate of Insurance including Workman's Compensation.

Thank you very much for continuing your contract with Visiting Nurse Association of Central Jersey. If you have any questions or concerns regarding the contract renewal, please feel free to call me at 732-224-6794.

Sincerely,

MGR NAME: Nina Goossens
TITLE: Manager Public Health Programs

CONTRACT RENEWAL FOR THE PERIOD January 1, 2008 THROUGH December 31, 2008.

_____	_____
(Signature Name)	(Date)

(Print Name)	

(Print Agency or Vendor)	(Telephone Number)

(Address)	

(Address)	

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2008 by and between Visiting Nurse Association of Central Jersey (“VNACJ”) and Long Branch Health Department (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNACJ (“Protected Health Information”), will be handled between Business Associate and VNACJ and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNACJ and Business Associate are parties to an agreement dated January 1, 2008 for the provision of services (the “Agreement”); and

WHEREAS, both VNACJ and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

NOW, THEREFORE, the Parties mutually agree as follows:

- A. Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNACJ that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNACJ as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNACJ.
 2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
 3. use Protected Health Information to provide Data Aggregation services to VNACJ as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- B. Responsibilities of Business Associate.** Unless otherwise limited herein, Business Associate shall:
1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;
 2. report to VNACJ any use or disclosure of the information other than as permitted or required by this Agreement or required by law;
 3. make available protected health information in accordance with 45 C.F.R. § 164.524;

4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNACJ's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges. and provide access to Protected Health Information in a Designated Record Set, to VNACJ or, as directed by VNACJ, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNACJ, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNACJ for purposes of enabling VNACJ to determine the Company's compliance with the terms of this Agreement.

C. Responsibilities of VNACJ With regard to the use and/or disclosure of Protected Health Information by the company, VNACJ hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNACJ provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNACJ by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.
3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNACJ under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNACJ.

D. Term and Termination

1. Responsibilities of Business Associate Upon the Termination of the Services Agreement:

- a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
- b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNACJ in writing. Said notification shall include: (i) a statement that Business

Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNACJ and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNACJ to Business Associate, or created or received by Business Associate on behalf of VNACJ, is destroyed or returned to VNACJ, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.
 3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:
 - a. Upon VNACJ's knowledge of a material breach of this Agreement by Business Associate, VNACJ shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNACJ may thereafter terminate (i) this Agreement and (ii) the Agreement.
 - b. If neither termination nor cure are feasible, VNACJ shall report the violation to the Secretary.

E. **Indemnification**

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any

indemnified party shall survive the expiration or termination of this Agreement for any reason.

F. Definitions and References

1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNACJ. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to and individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
4. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

Long Branch Health Department

Visiting Nurse Association of Central Jersey

Print

Nina Goossens

Print

By: _____

By: Nina Goossens

Title: _____

Title: Manager Public Health Programs

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY
176 RIVERSIDE AVENUE, RED BANK, NEW JERSEY 07701

ARTICLES OF AGREEMENT

THIS AGREEMENT made this 1st day of January 2008, BETWEEN: Long Branch Health Department, a municipal corporation of the State of New Jersey, hereinafter designated as MUNICIPALITY, and Visiting Nurse Association of Central Jersey, hereinafter designated as VNACJ.

WHEREAS, VNACJ is a non-profit corporation which is capable of providing certain public health services, including public health nursing services, which meet the standards of practice prescribed by the New Jersey State Department of Health and Public Law S-130, Chapter 329, and

WHEREAS, MUNICIPALITY desires to engage the services of VNACJ to furnish public health services as hereinafter described, which services VNACJ is willing to provide for a consideration hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Section 1. VNACJ agrees to furnish the public health services hereinafter described for the sum of \$12,360 covering services to be rendered for the period of January 1 through December 31, 2008. Sum to be payable in the following manner: Quarterly upon presentation of proper vouchers by VNACJ.

Section 2. Public health services available from VNACJ include the following:

- A. Health promotion for infants and preschool children of limited income families as follows:
 1. Provide health supervision for infants, preschool children and their parents including physical, emotional, nutritional, and cognitive development.
 2. Provide primary health care services which include comprehensive preventative health care of infants and preschool children based upon the current New Jersey Department of Health's publication, "The Child Health Conference".
 3. Maintain an information service and referral procedure to encourage physicians, hospitals, and social agencies to refer appropriate cases to primary care services provided by the Public Health Nursing Agency.
 4. Provide child care provider health consultation services to community child care centers including child care staff training, parent education and immunization audits.
- B. Consistent with state standards, aid in the detection and control of lead poisoning in children by:
 1. Conducting blood level test in all children attending primary care services according to established protocol.
 2. Conduct a follow-up program which would include parental instruction regarding the seriousness of repeated exposure to lead and referral of positive cases to medical management.
 3. Coordinate the management of appropriate cases with medical and/or hospital care, health department, follow-up screenings, and nursing care.
 4. Provide for consultative services with the nutritionist, health educator, social worker, or other professionals as required.

- C. Provide for home visits by public health nurses as follow-up to educational needs and health management problems identified such as: at-risk, impaired, neglectful, or abusive parenting, or failure to thrive, lead poisoning or developmental delays.
- D. Reduction of infant mortality/morbidity by improving pregnancy outcome as per minimum standards including:
 - 1. Provide public health nursing services to include pregnancy monitoring, pregnancy counseling and education, as well as assessment/screening for the development of high-risk factors.
 - 2. Provide case management for pregnant clients to ensure optimum use of prenatal services and to ensure referral to other services as needed such as high-risk clinic, WIC, teen services, Medicaid, family planning and Family Care.
 - 3. Promote the entry into prenatal care within the first trimester.
 - a. Establish/maintain community liaisons to provide outreach and education about available services, including high-risk women and adolescents.
 - 4. Provide public health prenatal clinic services in selected outlying sites.
 - 5. Provide screening/follow-up screening for inborn errors of metabolism as referred by hospitals, New Jersey State Health Department or physician.
- E. Assist in the prevention/control of communicable disease by:
 - 1. Provide nursing services for referral and follow-up of reportable disease including sexually transmitted diseases in cooperation with the local health officer.
 - 2. Provide, through primary care services, for primary and booster immunization.
 - 3. Provide immunizations for children of school age who are deficient.
 - 4. Maintain individual patient information and consent forms as per minimum standards and New Jersey State Health Department immunization guidelines.
 - 5. Provide nursing services to assist in the control of Tuberculosis and in cooperation with the Monmouth County Tuberculosis Control Center to include:
 - a. TB testing (group or individual)
 - b. Case finding
 - c. Follow-up of contacts of active tuberculosis
 - d. Referral of positive contact to Monmouth County Tuberculosis Control Center
 - e. Provide nursing surveillance of clients on chemotherapy
 - f. Collaborate with Monmouth County Tuberculosis Control Center in the case management of the above cases.
 - 6. Provide perinatal Hepatitis B Case management and follow-up activities.
 - 7. Establish and maintain collaboration and participation with local municipal health departments, county health departments and offices of emergency management regarding all hazards emergency preparedness activities. Ensure VNACJ staff all-hazards emergency preparedness qualifications through current on-going internal, county and statewide training.

Provide public health nursing assistance to municipalities during an emergency at an hourly rate of \$50.00. Personal protective equipment, vaccine, anti-virals, prophylactic antibiotics and other emergency supplies and equipment will be provided, if possible, by the local health department. VNACJ will be reimbursed at a fair rate for those supplies and equipment utilized during the emergency to serve the municipality that were not provided by the municipality.

- F. Home health services shall be provided to those unable to pay any portion of the VNACJ regular fee. Such services include:
 - 1. Nursing service for the sick under doctor's orders
 - a. Nutritional counseling
 - b. PT, ST, OT evaluation
 - c. Social work evaluation
 - 2. Family health counseling services
 - 3. Instruction and guidance in caring for an ill family member
- G. Provide community health education services on topics such as: Cancer detection and prevention, Osteoporosis, Diabetes or Heart Disease and assistance with assessment of community health needs.
- H. Provide health promotion services for adolescents and their families to include school visits, home visits and primary care visits.
- I. Provide Family Care outreach and enrollment activities to all age groups, specifically targeting families with young children and adolescents.

Section 3. Health promotion and public health nursing services set forth in Section 2 hereof are rendered by VNACJ upon request of the patient provided physician orders are obtained, as appropriate.

- A. Administration and supervision of the services aforementioned in Section 2. will be in accordance with minimum standards including the maintenance of individual service records, collaboration with the health officers, provision of orientation and continuing education/in-service to the professional staff and provision of quarterly and annual service reports.

Section 4. VNACJ will provide an emergency telephone referral service beyond primary service hours.

Section 5. All communications from VNACJ to the MUNICIPALITY shall be directed to the attention of David Roach. All contract communications to VNACJ from the MUNICIPALITY should be directed to: Controller.

Section 6. VNACJ shall provide quarterly reports of services performed pursuant to this agreement.

Section 7. The licensed Health Officer and/or municipal auditor of said MUNICIPALITY may review, upon written request, addresses of residents of the MUNICIPALITY served by VNACJ and the annual audit and financial accounts of VNACJ during regular business hours at VNACJ, 141 Bodman Place, Red Bank, New Jersey 07701.

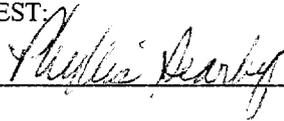
Section 8. VNACJ will carry Workers' Compensation and Liability Insurance in an amount not less than \$1,000,000.

Section 9. Nothing contained herein shall prevent VNACJ from continuing its practice of charging for services to those financially able to pay.

Section 10. VNACJ AND MUNICIPALITY each hereby agree to use or disclose Protected Health Information only as permitted or required by this Agreement or as otherwise required by state or federal law. MUNICIPALITY further certifies that its Health Department is a public authority as defined by 45 CFR(s) 164.501 ("HIPAA") authorized by law to collect or receive protected health information for the public health activities described in this Agreement.

WITNESS WHEREOF, the said parties hereunto interchangeably set their hands or caused these presents to be signed by their corporate officers.

ATTEST:



Visiting Nurse Association of Central Jersey



Nina Goossens
Manager of Public Health Programs

ATTEST:

For the Municipality

Adam Schneider
Mayor

R# 17-08

**RESOLUTION AUTHORIZING ANNUAL CONTRACT
FOR PURCHASE OF USED EQUIPMENT
FOR THE DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, the City has the need throughout the year to replace or supplement equipment of various types for use by the Department of Public Safety; and

WHEREAS, in accordance with NJSA 40A:11-5(2), the City may negotiate or enter into a contract with the United States of America, the State of New Jersey, county or municipality, or any board, body, officer, agency or authority thereof, or any other state or subdivision thereof, without public advertising for bids; and

WHEREAS, contracts with government entities are exempt from requirements of New Jersey Pay to Play legislation; and

WHEREAS, the General Services Administration, an agency of the United States Federal Government, through New Jersey State Agency for Surplus Property, has a program available exclusively to law enforcement agencies to procure used surplus equipment for a minimal handling fee, and the Director of Public Safety recommends that this program would be beneficial to his department and to the City.

WHEREAS, Certifications of Funds for this contract will be provided based upon issuance of purchase orders prior to each purchase.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes an open-ended annual contract, through December 31, 2008, to **New Jersey State Agency for Surplus Property**, for processing fees for the procurement of various miscellaneous used equipment for the Department of Public Safety, in accordance with the procedures established by the City Purchasing Agent, and subject to availability of funds for each purchase.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take any necessary action to arrange for a payment to be made at the time of delivery of the equipment.

RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PURCHASE OF USED VEHICLES AND EQUIPMENT FOR VARIOUS DEPARTMENTS

WHEREAS, the City has the need to replace throughout the year to replace or supplement vehicles and other equipment assigned to and utilized by various City departments and agencies; and

WHEREAS, in accordance with NJSA 40A:11-5(2), the City may negotiate or enter into a contract with the United States of America, the State of New Jersey, any county or municipality, or any board, body, officer, agency or authority thereof, or any other state or subdivision thereof, without public advertising for bids; and

WHEREAS, contracts with government entities are exempt from requirements of New Jersey Pay to Play legislation; and

WHEREAS, the General Services Administration, an agency of the United States Federal Government, through New Jersey State Agency for Surplus Property, will have available throughout the year, via its on-line auction site, used vehicles and equipment available for purchase, and it is a requirement of the program that payment be made within 14 days of commitment to purchase a vehicle, and the City's Purchasing Agent has recommended that an annual contract be awarded to General Services Administration for anticipated purchases to enable the City to take advantage of this means of purchase for its vehicles and equipment needs during 2008; and

WHEREAS, Certifications of Funds for this contract will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes annual open-ended contracts with **New Jersey State Agency for Surplus Property** and **U.S. Government General Service Administration**, for purchase of used vehicles and equipment that may become available during the 2008 calendar year, in accordance with procedures established by the Purchasing Agent, and subject of availability of funds for each purchase.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take any necessary action to arrange for payment to be made at the time of delivery of the vehicles and equipment.

R# 19-08

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN
APPROVED STATE CONTRACT VENDORS**

WHEREAS, the City of Long Branch, in accordance with N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29, may, by resolution, and without public advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Long Branch has the need to purchase goods or services utilizing State contracts on a timely basis; and

WHEREAS, the City intends to enter into contracts with the attached referenced State Contract Vendors through this resolution and properly executed contracts/and or purchase orders, which shall be subject to all the conditions applicable to the current State contracts.

WHEREAS, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract vendors on the attached list, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Long Branch City Council that, pursuant to N.J.A.C. 5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced State Contract vendors shall be from date of adoption of this resolution through December 31, 2008, or the date of expiration of the State Contract, whichever is sooner.

ATTACHMENT A-1

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>I#</u>	<u>EXP. DATE</u>
Playground Equipment	General Recreation, Inc.	59057 T0103		6/09/08
Playground Equipment	Marturano Recreation Co.	59052 T0103		6/09/08
Playground Equipment	Ben Shaffer & Assoc., Inc.	59054 T0103		6/09/08
Portable Sanitation Units	Johnny on the Spot	61109 T0208		1/14/09

**ATTACHMENT A-2
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Antifreeze & Windshield Washer Fluid	Troil Enterprises LLC	66921	T0963	9/24/09
Tires & Tubes	Goodyear Tire & Rubber Co. Authorized Dealer: Edwards Tire	61419	T0123	2/29/08
Spark Plugs, Filters	George Wall Lincoln Mercury	57020	T0117	1/31/08
Batteries, Vehicle & Storage	Lee Battery Service Inc.	60970	T0066	6/15/08
Spark Plugs, Filters	Lakewood Auto Supply	57024	T0117	1/31/08
Spark Plugs, Filters	Rt. 23 Auto Mall	57026	T0117	1/31/08
Snow Plow Parts	Seeley Equipment Co.	63644	T0085	11/14/09
Gasoline, Automotive Unleaded	Petroleum Traders Corporation	70290	T0083	3/31/09
Fuel Oil, #1, #2D & Winter Mix	Taylor Oil Co., Inc.	41867	T1845	3/31/08

**ATTACHMENT A-3
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Automotive Parts & Accessories	A.E.C. Distributing	57690 T0065		4/30/08
Automotive Parts & Accessories	Air Brake & Equipment	57727 T0065		4/30/08
Automotive Parts & Accessories	Beyer Bros. Corp.	57735 T0065		4/30/08
Automotive Parts & Accessories	F & C Automotive Supply	57816 T0065		4/30/08
Automotive Parts & Accessories	International Truck of Central NJ	57750 T0065		4/30/08
Automotive Parts & Accessories	Norwood Auto Parts	57770 T0065		4/30/08
Automotive Parts & Accessories	Rittenhouse Kerr Ford, Inc.	57804 T0065		4/30/08
Automotive Parts & Accessories	Rt. 23 Auto Mall	57700 T0065		4/30/08
Automotive Parts & Accessories	Sea Breeze Ford	57813 T0065		4/30/08
Automotive Parts & Accessories	Woodbridge Dodge	57796 T0065		4/30/08
Automotive Parts & Accessories	Geo. Wall Lincoln Mercury	57817 T0065		4/30/08
Automotive Parts & Accessories	Lakewood Auto Supply, Inc	57818 T0065		4/30/08
Automotive Parts & Accessories	Brices Auto Supply, Inc.	57811 T0065		4/30/08
Automotive Parts & Accessories	Shrewsbury Auto Parts	57819 T0065		4/30/08
Automotive Parts & Accessories	Naylor's. Inc.	57821 T0065		4/30/08
Automotive Parts & Accessories	Fleet Source LLC	57783 T0065		4/30/08
Automotive Parts & Accessories	Bigelow Motors	57724 T0065		4/30/08

**ATTACHMENT A-4
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Lawn & Grounds Equipment Maintenance	Cherry Valley Tractor Sales	47711 T0086		7/31/08
Repair Service-Hvy Duty Truck/Bus	Air Brake & Equipment	56246 T2108		8/31/08
Repair Service-Hvy Duty Truck/Bus	Seely Equipment Co.	56241 T2108		8/31/08
Repair Service-Hvy Duty Truck/Bus	Ram Hydraulics, Inc.	56244 T2108		8/31/08
Repair Service-Hvy Duty Truck/Bus	American Hose & Hydraulics Co.	56257 T2108		8/31/08
Repair Service-Hvy Duty Truck/Bus	Bucks County International	56260 T2108		8/31/08
Repair Service-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	56237 T2108		8/31/08
Repair Service-Hvy Duty Truck/Bus	Intl. Truck of Central NJ	56259 T2108		8/31/08
Parts & Repair-Lawn & Gronds Equipment	Cherry Valley Tractor Sales	67756 T2187		1/15/10
Parts & Repair-Lawn & Gronds Equipment	Lacal Equipment Inc.	67774 T2187		1/15/10
Parts & Repair-Lawn & Gronds Equipment	Seeley Equipment Co.	67755 T2187		1/15/10
Parts & Repair-Lawn & Gronds Equipment	Storr Tractor	67754 T2187		1/15/10
Parts & Repair-Lawn & Gronds Equipment	Lawson Products Inc.	67763 T2187		1/15/10

**ATTACHMENT A-5
REFERENCED STATE CONTRACT VENDORS**

COMMODITY/SERVICE	VENDOR	CONTRACT #	TF	EXP. DATE
Parts-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	55135 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	F & C Automotive Supply	55126 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Hoover Truck Centers	55081 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Fleet Source	55124 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Cambria Automotive Companies	55083 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Mid-Atlantic Truck	55077 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Allied Diesel Service, Inc.	55119 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Cherry Valley Tractor Sales	55102 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Bayer Bros. Corp.	55099 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Lakewood Auto Parts	55125 T2085		5/31/08
Parts-Hvy Duty Truck/Bus	Smith Motor Co., Inc.	55072 T2085		5/31/08
Parts/Repair Road Maintenance Equip.	Foley Equipment	69705 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	Lawson Products Inc.	69709 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	Sanitation Equipment Corp.	69718 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	Seeley Equipment	69713 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	American Hose & Hydraulics	69730 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	Trico Equipment	69726 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	Jet Vac, Inc.	69719 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	Lacal Equipment, Inc	69722 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	Transaxle Corp.	69731 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	U.S. Municipal Supply	69715 T2188		8/31/10
Parts/Repair Road Maintenance Equip.	W.E. Timmerman	69716 T2188		8/31/10

**ATTACHMENT A-6
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Tools, Hand (Snap-On)	Snap On Industrial	66332	T0226	7/31/08
Tools, Hand (Craftsman Tools)	A & M Industrial	66328	T0226	7/31/08
Tools, Hand (Ridgid, Delta)	AW Meyer Co., Inc.	66331	T0226	7/31/08
Tools, Power (Snap-On)	Snap On Tools	66103	T0227	7/31/08
Tools, Power (Craftsman Tools)	A & M Industrial	66100	T0227	7/31/08
Tools, Power (Dewalt, Milwaukee)	AW Meyer Co., Inc.	66101	T0227	7/31/08
Stone, Sand, Gravel	Trap Rock	66766	T0142	9/26/08
Tree Trimming Services & Removal	Peters Todd, Inc.	58858	T0465	5/31/08
Catch Basins, Castings, Inlets, Manholes	Campbell Foundry Co.	62818	T0148	6/30/08

**ATTACHMENT A-7
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Firefighter Protective Clothing/Equip. (Morning Pride Gear, Warrington Pro, Servis Turn Out Boots)	Total Fire Group*	64798 T0790		2/28/08
Firefighter Protective Clothing/Equip. (Nomex/Carbon Hoods)	Lifeliners, Inc.*	64806 T0790		2/28/08
Firefighter Protective Clothing/Equip. (Cairns & Bros. Helmets/Front Pieces)	Mine Safety Appliances*	64804 T0790		2/28/08
Firefighter Protective Clothing/Equip. (Shelby Firefighter Gloves)	Shelby Specialty Gloves*	64811 T0790		2/28/08
Firefighter Protective Clothing/Equip. (Fireguard Firefighter Gloves)	Continental Fire & Safety	64803 T0790		2/28/08
Firefighter Protective Clothing/Equip. (Scott SCBA Equipment)	Scott Health & Safety*	64813 T0790		2/28/08
Firefighter Protective Clothing/Equip. (Firegrip Firefighter Gloves)	Turn Out Fire & Safety	64810 T0790		2/28/08

*Indicates State Contract vendor has authorized purchase through Authorized Dealer List in State Contract documents.

**ATTACHMENT A8
REFERENCED STATE CONTRACT VENDORS**

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Police/ Homeland Security Equipment Ammunition, Firearms, Supplies	Eagle Point Gun	67873	T0106	2/03/09
Police/ Homeland Security Equipment Ammunition, Firearms, Supplies	Lawman Supply Co. of NJ	67872	T0106	2/03/09
Police/ Homeland Security Equipment Firearms, Supplies, Body Armour	Lanigan Assoc., Inc	67875	T0106	2/03/09
Police/ Homeland Security Equipment Personal Protective Equipment	Rays Sports Shop, Inc.	67874	T0106	2/03/09
Police/ Homeland Security Equipment Emergency Signal Equipment	General Sales Administration T/A Major Police Supply	67886	T0106	2/03/09
Police/ Homeland Security Equipment Emergency Signal Equipment	Kaldor Emergency Lights	68994	T0106	2/03/09
Police/ Homeland Security Equipment Emergency Signal Equipment	East CoastEmergency Lighting	67879	T0106	2/03/09
Traffic Signal Controllers	ITS Products LLC	68552	T1473	5/15/08
Traffic/Lighting Equipment/Materials	General Hwy. Products, Inc.	70126	T1529	10/31/08
Traffic/Lighting Equipment/Materials	Signal Control Products	66263	T1529	10/31/08
Traffic/Reflective Sheeting	3M CM Division	68374	T0210	4/30/08
Traffic/Alum. Sign Blanks	Custom Products	68026	T0136	2/28/09
Traffic/U-Post Sign Supports	Garden State Hwy. Products	68602	T0121	6/14/08
Traffic Flares	Standard Fusse Corp.	62803	T0076	07/31/08
Traffic Cones, Flexible Delineator Posts & Channelizer Drums	JBC Safety Plastics Inc.	68490	T1033	11/14/08
State Use Products/Office Furniture, Printing, Traffic signs & Barricades	Depticor State Use Industries	49131	TSU01	6/30/10
Motor Vehicles-Law Enforcement	Warnock Automotive Inc.	70463	T0098	12/06/08

**ATTACHMENT A-9
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Computer, Mini, Micro, & Assoc. Prod.	Dell Marketing LP	70256 T0483		8/31/09
Computer, Mini, Micro, & Assoc. Prod.	Gateway Companies	70261 T0483		8/31/09
Computer, Mini, Micro, & Assoc. Prod.	Hewlett Packard Co.	70262 T0483		8/31/09
Furniture-Office/Lounge, Non-modular & Files	Tanner North Jersey, Inc.	69948 T0408		9/30/10
Furniture-Office/Lounge, Non-modular & Files	W.B.Mason	69933 T0408		9/30/10
Furniture-Office/Lounge, Non-modular & Files	Steelcase	70355 T0408		9/30/10
Furniture-Office/Lounge, Non-modular & Files	Global Industries	69980 T0408		9/30/10
Mobile Workstations & Accessories	CDW Government	67176 T1785		11/30/09
Mailroom Equipment	Garden State Office Systems	63767 T0200		10/14/08
Mini-Computer, Microcomputers , Work-Stations and Associated Products				
Copier Maintenance & Supplies				

**ATTACHMENT A-10
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Radio Commun. Eqp/Acces & Repair	Motorola C & E, Inc.	53804 T0109		3/31/08
Radio Commun. Eqp/Acces & Repair	Kenwood Communications Corp. (Dealer: AR Communications)	53746 T0109		3/31/08
Radio Commun. Eqp/Acces & Repair	Warner Communications Co, Inc.	53805 T0109		3/31/08
Radio Commun. Eqp/Acces & Repair	Vertex Standard USA, Inc.	53763 T0109		3/31/08
Wireless Devices and Services	Verizon Wireless	64428 T216A		12/31/08
Mobile Workstations & Accessories	CDW Government Inc.	67176 T1785		11/30/09
Telecommunications Eqp., Wired	Shared Technologies Fairchild	42117 T1316		10/31/08

R# 20-07

**RESOLUTION APPROVING 2007 / 2008
LIQUOR LICENSE RENEWAL OF BAC Liquor LLC
1325-33-020-004**

WHEREAS, BAC Liquor LLC had filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2007/08 license term; and

WHEREAS, the petitioner is part of a redevelopment project; and

WHEREAS, on December 12, 2007 the Division of ABC sent a ruling determining that good cause exists for the City to consider the renewal application for the 2007/08 license term.

BE IT FURTHER RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by BAC Liquor LLC state license # 1325-33-020-004 for the 2007/08 license term.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:
DATED:

BAC LIQUORS LLC

NO PREMISE

OLD JL'S TAVERN

OWNERS:

BRUCE COZEWITH

STEVEN SIPERSTEIN

LAWRENCE KATZ

ANTONIO PEREIRA

JULIO PEREIRA

STATE LICENSE # :

1325-33-020-004

TRANSFERRED ON:

May 22, 2007

STATUS:

INACTIVE - LAST DAY USED WAS 3/31/03

PHONE# :

NEED SPECIAL RULING FOR 07/08



JON S. CORZINE
GOVERNOR

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

ANNE MILGRAM
ATTORNEY GENERAL

JERRY FISCHER
DIRECTOR

P.O. Box 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
HTTP://WWW.NJ.GOV/LPS/ABC

December 12, 2007

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39
FOR THE 2007-2008 LICENSE TERM(S);
LIC. NO. 1325-33-020-004
LIC. NAME: Bac Liquor LLC
Docket No. 12-07-5299

Dear Petitioner:

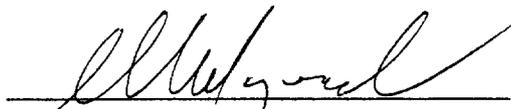
Enclosed please find a Special Ruling to permit consideration of a renewal application for the above-referenced inactive license pursuant to N.J.S.A. 33:1-12.39. As noted in the enclosed document, this Ruling merely determined that good cause exists for the issuing authority to consider your application. It is now within the purview of the local issuing authority to either grant or deny your renewal application in the reasonable exercise of its discretion.

Be advised that if your license is merely inactive and is sited at a premises, in order to activate this license during any of the license terms referenced above, you are required to file an amendment to your license application pursuant to N.J.A.C. 13:2-2.14. To properly file the amendment, pages 1, 2, and 11 of the 12 page license application must be filed with the local issuing authority not more than 10 days prior to, or 10 days after, opening the business. The local issuing authority will then present you with a current license certificate which must be prominently displayed where it can be readily seen by customers. N.J.A.C. 13:2-23.13(a)1.

However, if your license is a "pocket license," (a license not sited at a premises) and you wish to activate your license at a premises during any of the license terms referenced above, you must file a full 12-page application transferring the license from "pocket" status to the intended premises. Please contact your local issuing authority to comply with all requirements regarding the transfer.

I suggest that you contact the local issuing authority immediately to determine what steps are necessary to complete your license application renewal process.

Very truly yours,


Chris Margounakis
Executive Assistant

c: ABC Licensing Bureau
City of Long Branch Clerk w/ License Certificate



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

LIC. NO. 1325-33-020-004
DOCKET NO. 12-07-5299

IN THE MATTER OF THE)
APPLICATION TO PERMIT THE)
RENEWAL OF AN INACTIVE LICENSE)
PURSUANT TO N.J.S.A. 33:1-12.39 FOR)
THE 2007-2008 LICENSE TERM(S))
)
)
Bac Liquor LLC)
_____)

SPECIAL RULING

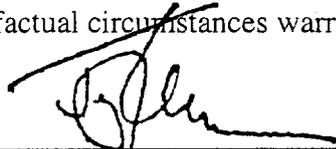
BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1325-33-020-004 for the 2007-2008 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the 2007-2008 license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2007-2008 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.



JERRY FISCHER
DIRECTOR

DATED: December 12, 2007

R# 21-08

**RESOLUTION APPROVING 2007 / 2008
LIQUOR LICENSE RENEWAL OF BRICKTOWN REALTY LIQUOR LLC
1325-33-031-004**

WHEREAS, Bricktown Realty Liquor LLC had filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2007/08 license term; and

WHEREAS, the petitioner is part of a redevelopment project; and

WHEREAS, on December 12, 2007 the Division of ABC sent a ruling determining that good cause exists for the City to consider the renewal application for the 2007/08 license term.

BE IT FURTHER RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by Bricktown Realty Liquor LLC state license # 1325-33-031-004 for the 2007/08 license term.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

DATED:

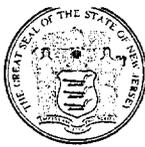
BRICKTOWN REALTY LIQUORS LLC NO PREMISE
(OLD MONMOUTH LANES) (SIPERSTEINS ADDRESS: 128 BROADWAY, LB,NJ)

OWNERS: BRUCE COZEWITH
 STEVEN SIPERSTEIN
 LAWRENCE KATZ
 ANTONIO PEREIRA
 JULIO PEREIRA

Transferred on March 28, 2006 from Leiserv, Inc. t/a Monmouth Lanes to
Bricktown Realty Liquors LLC

STATE LICENSE # : 1325-33-031-004
TRANSFERRED ON: MARCH 28, 2006
STATUS: INACTIVE - LAST DAY USED WAS 4/17/05
PHONE# :

SPECIAL RULING NEEDED FOR 07-08



JON S. CORZINE
GOVERNOR

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

ANNE MILGRAM
ATTORNEY GENERAL

JERRY FISCHER
DIRECTOR

P.O. Box 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
HTTP://WWW.NJ.GOV/LPS/ABC

December 12, 2007

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39
FOR THE 2007-2008 LICENSE TERM(S);
LIC. NO. 1325-33-031-004
LIC. NAME: Bricktown Realty Liquor LLC
Docket No. 12-07-5301

Dear Petitioner:

Enclosed please find a Special Ruling to permit consideration of a renewal application for the above-referenced inactive license pursuant to N.J.S.A. 33:1-12.39. As noted in the enclosed document, this Ruling merely determined that good cause exists for the issuing authority to consider your application. It is now within the purview of the local issuing authority to either grant or deny your renewal application in the reasonable exercise of its discretion.

Be advised that if your license is merely inactive and is sited at a premises, in order to activate this license during any of the license terms referenced above, you are required to file an amendment to your license application pursuant to N.J.A.C. 13:2-2.14. To properly file the amendment, pages 1, 2, and 11 of the 12 page license application must be filed with the local issuing authority not more than 10 days prior to, or 10 days after, opening the business. The local issuing authority will then present you with a current license certificate which must be prominently displayed where it can be readily seen by customers. N.J.A.C. 13:2-23.13(a)1.

However, if your license is a "pocket license," (a license not sited at a premises) and you wish to activate your license at a premises during any of the license terms referenced above, you must file a full 12-page application transferring the license from "pocket" status to the intended premises. Please contact your local issuing authority to comply with all requirements regarding the transfer.

I suggest that you contact the local issuing authority immediately to determine what steps are necessary to complete your license application renewal process.

Very truly yours,

Chris Margounakis
Executive Assistant

c: ABC Licensing Bureau
City of Long Branch Clerk w/ License Certificate



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

LIC. NO. 1325-33-031-004
DOCKET NO. 12-07-5301

IN THE MATTER OF THE)
APPLICATION TO PERMIT THE)
RENEWAL OF AN INACTIVE LICENSE)
PURSUANT TO N.J.S.A. 33:1-12.39 FOR)
THE 2007-2008 LICENSE TERM(S))
)
)
Bricktown Realty Liquor LLC)
_____)

SPECIAL RULING

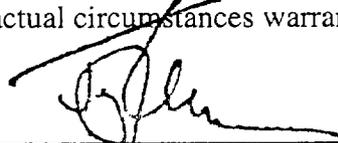
BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1325-33-031-004 for the 2007-2008 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the 2007-2008 license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2007-2008 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.



JERRY FISCHER
DIRECTOR

DATED: December 12, 2007

R# 22-08

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:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on January 8, 2008

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 ____ day of _____, 2008

Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of January 8, 2008. 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.

3M Co.	Vinyl for Decaling Cars & Traffic Signs - Traffic Dept.	1,730.89	
A.C. Moore	Supplies for Various Events - December 2007 - Senior Affairs	195.16	
A.R. Communications	Install Radios - Various Vehicles - DPW	918.75	
Absolute Fire Protection	Repair Truck #25-2-75 - Fire Dept.	222.50	
All Industrial Safety Products	Safety Vests - Police Dept.	1,500.00	
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 12/5/2007 - DPW	11,538.16	*
Antonia Ahart	Reimbursement of Expenses Incurred - Crimes Conference - 11/28-11/30/07 - Police Dept.	23.08	
Atlantic Engine Co.	Rental of Storage Area for Fire Apparatus	5,350.00	*
Atlantic Plumbing Supply	Various Plumbing Materials for DPW Office	369.59	
Auto Parts	Misc. Automotive Parts - November 2007 - DPW	49.88	
Beverly Baxter	Various Supplies & Ceramic Instruction - 12/4-12/13/2007 - Senior Affairs	1,077.90	
Beyer Bros.	Misc. Automotive Parts - PD# 25-18 - DPW	115.62	
Big A Trucking	Repair Tire on Fork Lift - Municipal Garage	100.00	
Birdsall Engineering	Engineering Services Rendered - Coastal Gen. Permit No. 6 Application - May / June 2007	3,500.00	*
Birdsall Engineering	Engineering Services Rendered - Attendance at Monthly Meetings - November 2007	250.00	*
Birdsall Engineering	Engineering Services Rendered - Beach & Dune Maintenance - November 2007	223.50	*
Birdsall Engineering	Engineering Services Rendered - Planning Board Attorney - November 2007	444.00	*
Birdsall Engineering	Engineering Services Rendered - NJ DOT Program Application - July / August 2007	4,464.75	*
Branchport Hose Co.	Rental of Storage Area for Fire Apparatus	5,350.00	*
Brighton Memorial VFW	Reimbursement of Expenses - Memorial Day/Veteran's Day Ceremonies - Recreation Dept.	600.00	
Bruce Booker / D.B.A. T.Y.G. Productions	Videography - 8/5 & 8/19/2007 - Community Dev.	500.00	
Builders' General Supply	Lumber for Sanders - DPW	65.20	
Campbell Supply	Starter Switch - Fire #25-7-75 - Fire Dept.	188.67	
CDWG	Various Computer Equipment - Various Depts.	1,385.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	793,075.33	*
City of Long Branch Clearing Account	Reimburse Clearing Account	72,209.96	*
City of Long Branch Clearing Account	Reimburse Clearing Account	221,796.35	*
City of Long Branch Clearing Account	Reimburse Clearing Account	61,431.60	*
City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	30,069.80	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	*	763,005.53
Collage Video	Exercise Videos for Senior Center		287.29
Comcast Online	Internet Provider Services - 12/15/2007-1/14/2008 - City Network	*	169.95
Cougar Electronics Tool & Equipment Repair	Repair Grinder - DPW		72.45
Custom Lawn Sprinkler	Winterize Jerry Morgan Park & Traux Field - DPW		160.00
Dell Computer	Print Cartridges - Fire Dept.		113.96
Diamond Triumph Auto Glass	Install Windshield - PW #15 - DPW		194.66
Edwards Tire	Tire Valve Stems for Sanitation Vehicles	*	39.50
Elberon Engine Co.	Rental of Storage Area for Fire Apparatus		5,350.00
F & C Automotive Supply	Misc. Automotive Parts - Fire #25-6-75 & Recycling Stock		108.99
Fine Fare	Food for Holiday Party - 12/19/2007 - Recreation Dept.		203.54
Firefighters Bookstore	Training Materials - Fire Dept.		1,092.57
Gagliano Appraisal	2007 Tax Appeal Appraisals - December 2007		6,455.00
GF United Auto Service	Install Antifreeze in Overflow for Truck #25-7-75 - Fire Dept.		104.95
Good Sports	Registration for High School Girls Soccer Team - Recreation Dept.	*	1,700.00
Good Sports	Registration for High School Boys Soccer Team - Recreation Dept.	*	1,700.00
Good Sports	Registration for High School Girls Lacrosse Team - Recreation Dept.	*	1,700.00
Grimmer Steel	Steel for Snow Plows - DPW		290.00
H.K. Carr & Assoc.	Misc. Equipment for LBFD Explorer's - Fire Dept.		849.15
H.K. Carr & Assoc.	HAZMAT Training Seminar - 12/20-12/21/2007 - OEM	*	2,400.00
Hilsen Termite & Pest Control	Integrated Pest Control - December 2007 - Health Dept.		345.00
Home Depot Credit Services	Lumber for DPW Vehicles		23.76
Hydrair	Misc. Parts for New Loader - DPW		47.70
International Salt Co.	Agriculturally Treated Salt - DPW	*	26,153.05
Jacob L. Jones	Reimbursement of Expenses Incurred - December 2007 - UEZ / Community Dev.		12.20
Jersey Elevator	Elevator Maintenance - December 2007 - City Hall Building		143.48
Johnny On The Spot	(5) Port-A-John's - Various Locations - Recreation Dept.		489.43
Keewel Water	Monthly Cooler Rental - November 2007 - Administration		41.80
Kim Leavy	Reimbursement of Expenses Incurred - Crimes Conference - 11/28-11/30/07 - Police Dept.		61.13
K-Mart	Wrapping Paper for Donated Gifts - Recreation Dept.		199.60
Knox Co.	(5) Strobe Lights for Fire Dept.		3,765.00
Lee Battery Service	Batteries for Fire #25-76 - Fire Dept.		266.32
Lowe's Credit Services	Various Materials for Comfort Stations - DPW		122.24
Maaco Auto Painting & Body Works Center	Paint (3) Vehicles - DPW		3,020.00
Michael Winnick	Reimbursement of Expenses Incurred - VSO Seminar - 11/26-11/30/07 - Veterans / Admin.		167.14
Mid-Atlantic Truck Center	Misc. Parts - Various Vehicles - DPW		385.16
Monmouth Truck Equipment	Switch for Snow Plow - DPW		66.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Pymt #6

Motor Vehicle Services	Vehicle Title for 1986 Dump Truck - DPW	*	20.00	
Motorola C & E	Various Radio Equipment - Building Dept. / Fire Dept.		5,661.00	
Neptune Hose Co.	Rental of Storage Area for Fire Apparatus	*	5,350.00	
New Jersey American Water	Utilities - Water - 11/5-12/11/2007 - Various Locations	*	2,157.82	
New Jersey Natural Gas	Utilities - Gas - 11/9-12/11/2007 - Various Locations	*	4,582.87	
NJ State Police - State Bureau of ID	Registration - Crime Scene Investigation - 4/10-5/22/06 - Det. Gottfredsen - Police Dept.	*	950.00	
Oceanside Service	Reinstall Blower Motor Assembly at Fire Headquarters		590.00	
Oliver Byron Engine Co.	Rental of Storage Area for Fire Apparatus	*	5,350.00	
Operation Life	Polling Place Rental Fee - November 2007 Election - City Clerk		400.00	
Pat Krosnicki	Mileage Reimbursement - January / November 2007 - Senior Center		448.98	
PC Mall Gov	Various Computer Supplies - IT-Administration / Police Dept.		166.96	
Peco	Printer Ribbon - Tax Collector's Office		250.00	
Perry's Trophy	Various Plaques & Awards - Fire Dept. / Police Dept.		1,009.00	
Petro King Service	Breakaway Hoses for Gasoline Tank located at DPW		580.40	
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 12/10/2007 - DPW	*	19,335.68	
Phillips Medical Systems	Defibrulators - OEM/Fire Dept.		515.10	
Raritan Valley Truck Sales	Misc. Automotive Parts - Sanitation #60 & #70 - DPW		387.75	
Rittenhouse-Kerr Ford	Misc. Automotive Parts - PW #316 - DPW		208.50	
Rockafellers	Food for OEM Training - 12/20/2007	*	131.10	
Saker Shoppries	Baking Supplies for Homebound Baskets - Senior Affairs		73.45	
Sandy Sasso	Entertainment for Holiday Party - 12/14/2007 - Senior Affairs		495.00	
Satellite Self Storage	Storage Fees - Delores Smith - January 2008 - School Project - Community Dev.	*	478.50	
Schoor Depalma	Engineering Services Rendered - Conflict Engineer - July / October 2007	*	5,257.05	Pymt #1-4
Scientific Devices	Ink Cartridges - Various Depts.		1,588.98	
Scoles Floorshine Industries	Janitorial Supplies - DPW		313.99	
Seaboard Welding Supply	Welding Materials - DPW		29.70	
Seely Equipment & Supply	Air Filters for Snow Plows - DPW		239.11	
Siperstein's	Paint / Materials - November 2007 - DPW / Recreation Dept.	*	201.89	
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 11/30-12/6/07 - School Project - Community Dev.		297.50	
TASC Fire Apparatus	Retractable Vehicle Step for Fire Marshall's Office - Fire Prevention		1,470.00	
Thompson Design Group	Professional Services Rendered - Broadway Gateway - September 2007		7,020.00	Pymt #3
Total Lubrication Services & Supply	Anti-freeze - DPW Garage		376.00	
Trico Equipment	Misc. Parts - PW #105 - DPW		28.95	
Troil Enterprises	Anti-Freeze & Windshield Wiper Fluid - DPW Garage		959.20	
Up-Tite Fasteners	Materials for Life Guard Stands & DPW Garage	*	1,452.14	
Verizon	Utilities - Telephone - 12/1 & 12/11/2007 - Various Locations	*	9,471.18	
Verizon Wireless	Laptop Service - 11/12/2007 - Various Depts.	*	24.48	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Verizon Wireless	Laptop Service - 12/12/2007 - Various Depts.	*	1,658.76
Verizon Wireless	Cell Phone Service - 9/16/2007 - Various Depts.	*	2,515.52
Verizon Wireless	Cell Phone Service - 10/16/2007 - Various Depts.	*	2,147.15
Verizon Wireless	Cell Phone Service - 11/16/2007 - Various Depts.	*	235.43
Verizon Wireless	Cell Phone Service - 12/16/2007 - Various Depts.	*	1,868.94
W.B. Mason	Various Office Supplies - Various Depts.		167.49
Warshauer Electric Supply	Lights for Ramp at City Hall Building - DPW		354.00
West End Engine	Polling Place Rental Fee - November 2007 Election - City Clerk		400.00
West End Engine Co.	Rental of Storage Area for Fire Apparatus	*	5,350.00
Woodhaven Lumber	Lumber for Lifeguard Stands - Recreation Dept.		1,240.78

TOTAL CURRENT

2,133,862.59

City of Long Branch Clearing Account	Reimburse Clearing Account	*	478.50
City of Long Branch Clearing Account	Reimburse Clearing Account	*	171,289.99
City of Long Branch Clearing Account	Reimburse Clearing Account	*	297.50
Satellite Self Storage	Storage Fees - Delores Smith - January 2008 - School Project - Community Dev.	*	478.50
Siperstein's	Paint / Materials - November 2007 - DPW		224.34
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 11/30-12/6/07 - School Project - Community Dev.	*	297.50

TOTAL CAPITAL

173,066.33

City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,761.65
City of Long Branch Clearing Account	Reimburse Clearing Account	*	113.13
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,190.66
City of Long Branch Clearing Account	Reimburse Clearing Account	*	219.54
City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	*	339.36
City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	*	4,422.29
Verizon Wireless	Cell Phone Service - 9/16/2007 - Animal Control	*	115.69
Verizon Wireless	Cell Phone Service - 10/16/2007 - Animal Control	*	114.32
Verizon Wireless	Cell Phone Service - 11/16/2007 - Animal Control	*	10.47
Verizon Wireless	Cell Phone Service - 12/16/2007 - Animal Control	*	113.13

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL DOG

113.13

Barbara Heggie	Choral Instruction - 12/3/2007 - Senior Affairs / Community Dev.	50.00
Be Our Guest Entertainment	Entertainment for Dance - 12/6/2007 - Senior Affairs / Community Dev.	250.00
City of Long Branch Clearing Account	Reimburse Clearing Account	* 5,132.93
City of Long Branch Clearing Account	Reimburse Clearing Account	* 10,554.40
City of Long Branch Clearing Account	Reimburse Clearing Account	* 485.48
City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	* 366.76
City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	* 4,766.17
F & C Automotive Supply	Misc. Automotive Parts - CD #93 - Community Dev.	96.56
Jacob L. Jones	Reimbursement of Expenses Incurred - December 2007 - UEZ / Community Dev.	120.41
K-Mart	Various Items for Seniors Gifts/Décor - Community Dev.	455.16
Pax Construction	Replace Sidewalk at 7th Ave. Garden Site - Community Dev.	5,800.00
Verizon	Utilities - Telephone - 12/1 & 12/11/2007 - Community Dev.	* 485.48
W.B. Mason	Misc. Office Supplies - UEZ	65.07
Zeybrah	Reimbursement for Multi-Cultural Performance & Procession - 9/8/07 - Comm. Dev.	1,500.00

TOTAL HUD

30,128.42

Birdsall Engineering	Engineering Services Rendered - Inspection Fees - Various Depts.	* 27,529.25
Birdsall Engineering	Engineering Services Rendered - Planning & Zoning Board Applications	* 5,569.75
Bruce Booker / D.B.A. T.Y.G. Productions	Videography - 8/5 & 8/19/2007 - Recreation Dept.	* 100.00
City of Long Branch Clearing Account	Reimburse Clearing Account	* 12,490.83
City of Long Branch Clearing Account	Reimburse Clearing Account	* 43,299.00
City of Long Branch Clearing Account	Reimburse Clearing Account	* 84,086.87
City of Long Branch Clearing Account	Reimburse Clearing Account	* 13,221.85
City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	* 242.59
City of Long Branch Payroll Agency	Payroll Dated 12/28/2007	* 12,248.24
Culnac Investors	Tax Sale Premium	* 200.00
E M Waterbury & Assoc.	Engineering Services Rendered - February & November 2007 - Zoning Board	720.50
Juan H. Vasquez	Reimbursement for Cost of Car Rental - GREAT Conference - 12/2-12/7/07 - Police Dept.	* 487.85
Lawmen Supply Co. of NJ	Polarized Goggles for Raid Team - Police Dept.	341.80
Michael R. Leckstein, Esq.	Condemnation Commissioner - Ocean Ave.	* 2,764.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 23-08

**RESOLUTION OF THE CITY OF LONG BRANCH AUTHORIZING THE
MAYOR TO EXECUTE A MORTGAGE MODIFICATION AGREEMENT WITH
REGARD TO A MORTGAGE IN FAVOR OF THE CITY OF LONG BRANCH
MADE TO THE LONG BRANCH HOUSING AUTHORITY DATED JANUARY
23, 2007 IN CONNECTION WITH PROPERTY DESIGNATED ON THE
OFFICIAL TAX MAP OF THE CITY OF LONG BRANCH AS
BLOCK 400, LOT 7**

WHEREAS, on or about January 23, 2007, the City of Long Branch ("City") gave a Mortgage in the amount of \$487,500.00 as to real property owned by the City and identified on the Mortgage documents as 1 Garfield Court ("the Mortgage"); and

WHEREAS, the Mortgage was recorded with the Office of the County Clerk, Monmouth County, on January 23, 2007 in Book OR-8630, Page 6312; and

WHEREAS, the Mortgage was simply intended to encumber property owned by the LBHA known as Sea View Manor, which is identified on the Official Tax Map of the City of Long Branch as Block 400, Lot 7, and more particularly described on Exhibit A to the proposed Mortgage Modification Agreement, a copy of which is annexed to this Resolution; and

WHEREAS, the property description attached to the Mortgage did not properly reflect that only the Sea View Manor property was security for the loan, but rather identified the encumbered property as "1 Garfield Court", an address that does not even appear of record in the Office of the Tax Collector of the City of Long Branch:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor and Clerk be and are hereby authorized to execute a Mortgage Modification Agreement with regard to the Mortgage in a form substantially similar to that which is annexed to this

Resolution as Exhibit A, to indicate that the Mortgage hereinabove described is to be secured by real property at Block 400, Lot 7 in the City of Long Branch only; and it is further

RESOLVED that the Mayor and Clerk shall execute and record any and all documents in connection with the Mortgage Modification Agreements as is deemed necessary.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 2408

**RESOLUTION OF THE CITY OF LONG BRANCH AUTHORIZING THE
MAYOR TO EXECUTE A MORTGAGE MODIFICATION AGREEMENT WITH
REGARD TO A MORTGAGE IN FAVOR OF THE CITY OF LONG BRANCH
MADE TO THE LONG BRANCH HOUSING AUTHORITY DATED OCTOBER
16, 2006 IN CONNECTION WITH PROPERTY DESIGNATED ON THE
OFFICIAL TAX MAP OF THE CITY OF LONG BRANCH AS
BLOCK 400, LOT 7**

WHEREAS, on or about October 16, 2006, the City of Long Branch ("City") gave a Mortgage in the amount of \$487,500.00 as to real property owned by the City and identified on the Mortgage documents as 1 Garfield Court ("the Mortgage"); and

WHEREAS, the Mortgage was recorded with the Office of the County Clerk, Monmouth County, on October 26, 2006 in Book OR-8604, Page 508; and

WHEREAS, the Mortgage was intended to encumber property owned by the LBHA known as Sea View Manor, which is identified on the Official Tax Map of the City of Long Branch as Block 400, Lot 7, and more particularly described on Exhibit A to the proposed Mortgage Modification Agreement, a copy of which is annexed to this Resolution; and

WHEREAS, the property description attached to the Mortgage did not properly reflect that only the Sea View Manor property was security for the loan, but rather identified the encumbered property as "1 Garfield Court", an address that does not even appear of record in the Office of the Tax Collector of the City of Long Branch:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor and Clerk be and are hereby authorized to execute a Mortgage Modification Agreement with regard to the Mortgage in a form substantially similar to that which is annexed to this

Resolution as Exhibit A, to indicate that the Mortgage hereinabove described is to be secured by real property at Block 400, Lot 7 in the City of Long Branch only; and it is further

RESOLVED that the Mayor and Clerk shall execute and record any and all documents in connection with the Mortgage Modification Agreements as is deemed necessary.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN: