WORKSHOP SESSION

CITY COUNCIL

MAY 8, 2007

6:00 P.M.

PRESENTATION: LAURIE THOMPSON, SCHOOR DEPALMA
GREEN ACRES DIVERSION PLAN

1) ORDINANCE CHANGE CHAPTER 345 – CO'S / KEVIN HAYES

2) REVIEW OF REGULAR MEETING AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

MAY 8, 2007

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

PRESENTATIONS:

MAYOR TO PRESENT A PROCLAMATION FOR
"KIDS DAY AMERICA / INTERNATIONAL DAY"

HEARINGS:

LIQUOR LICENSE HEARING – THE AVENUE/LE CLUB

READING AND APPROVAL OF PREVIOUS MINUTES:

APRIL 24, 2007

CONSIDERATION OF ORDINANCES:
PUBLIC HEARING AND FINAL CONSIDERATION

#18-07 AN ORDINANCE AMENDING AND SUPPLEMENTING AN ORDINANCE OF THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH AND STATE OF NEW JERSEY CHAPTER 116 BEACH FEES 2007 (INTRODUCED: APRIL 10, 2007)

#21-07 AN ORDINANCE AMENDING ORDINANCE 325-3C, SCHEDULE II (325-26) NO PARKING (DALE STREET) (INTRODUCED: APRIL 24, 2007)

ORDINANCES FOR INTRODUCTION:
PUBLIC HEARING SCHEDULED FOR MAY 22, 2007

NONE

PUBLIC PARTICIPATION:

RESOLUTIONS:

R120-07 RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF JULIO & V CORP (OLD PEARL OF THE SEA) TO BAC LIQUORS, LLC

R121-07 RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF MARYANN SILVA, 115 JOHN STREET, LONG BRANCH, NJ

R122-07 RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF WILLIAM BAILLIE AND ANNETTE BAILLIE, 79 WHITE STREET, LONG BRANCH, NJ

R123-07 RESOLUTION AUTHORIZING MAYOR TO EXECUTE DISCHARGE OF MORTGAGE FOR 170 NORTH 5TH AVENUE, OWNED BY LILLIE CARTHAN

R124-07 RESOLUTION STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE SAFE AND SECURE COMMUNITIES PROGRAM RESOLUTION OF PARTICIPATION

R125-07 RESOLUTION MEMORIALIZING EXTENSION OF LEASE WITH 279 BROADWAY ASSOCIATES, LLC

R126-07 RESOLUTION AWARDING BID FOR PURCHASE OF THREE LIFEBOATS FOR THE RECREATION DEPARTMENT

R127-07 RESOLUTION MEMORIALIZING CONTRACTS FOR PARKING CONSULTANT SERVICES

R128-07 RESOLUTION AWARDING TWO YEAR CONTRACT FOR ROAD MAINTENANCE MATERIALS

R129-07 RESOLUTION APPROVAL PAYMENT OF BILLS

R130-07 RESOLUTION SUPPORTING THE STATE HOUSE COMMISSION APPLICATION TO THE NJDEP GREEN ACRES PROGRAM FOR THE PROPOSED DIVERSION OF PORTION OF OCEAN AVENUE R.O.W. BETWEEN BRIGHTON AVENUE TO WEST END AVENUE, BETWEEN HOWLAND AVENUE TO S. BATH AVENUE AND BETWEEN MADISON AVENUE TO OCEAN TERRACE

R131-07 RESOLUTION CERTIFYING CITY OF LONG BRANCH TAX LEVY – BOARD OF EDUCATION

R132-07 RESOLUTION AUTHORIZING CONTRACT THROUGH MONMOUTH COUNTY CO-OP TO R.W.V. LAND & LIVESTOCK SOUTH FOR SOIL FOR MANAHASSETT PARK (TENTATIVE - TO BE GIVEN TUESDAY NIGHT)

APPLICATIONS:

1. APPROVAL OF A RAFFLE LICENSE FOR THE GREEK LADIES PHILOPTOCHOS SOCIETY

2. APPROVAL OF MICHAEL L. HENRY AS AN ACTIVE MEMBER OF THE OCEANIC ENGINE AND TRUCK COMPANY

3. APPROVAL OF A RAFFLE LICENSE FOR THE ROTARY CLUB OF LONG BRANCH

4. APPROVAL OF A RAFFLE LICENSE FOR THE I.A.M.A.

REDEVELOPMENT:

UPDATE - MR. AARON (TENTATIVE)

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

#18-07

AN ORDINANCE AMENDING AND SUPPLEMENTING AN ORDINANCES OF THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH AND STATE OF NEW JERSEY CHAPTER 116 BEACHES FEES 2007

BE IT RESOLVED by the City Council of the City of Long Branch in the County of Monmouth and State of New Jersey as follows:

SECTION 1- That section 116-2 admission rate of the ordinance entitled the Revised General Ordinances of the City of Long Branch, in the County of Monmouth and State of New Jersey, is amended by substituting the following provisions in their place:

A) Seasonal Beach Passes of the City of Long Branch shall be sold for the summer bathing season (extending from May 26, 2007 through September 3, 2007) commencing on May 1, 2007 at the below rate classification.

1. Children under 13	: *Free Admission*
Person 13 years of age thru 17	:*Thirty $30.00* (Student ID Required)
Person 18 years of age thru 61	:*Thirty-five $35.00*
Person 62 years of age & over	:*Free Admission* (ID Required)

B) Daily Beach Fees of the City of Long Branch shall be sold at daily rates as follows:

1. Children under 13	: *Free Admission*
Person 13 years of age thru 17	:*Three $3.00* (Student ID Required)
Person 18 years of age thru 61	:*Five $5.00*
Person 62 years of age & over	:*Free Admission* (ID Required)

C) Persons physically or mentally disabled, free admission for the purposes of this section, "Physically or mentally disabled means a person who produces evidence that they are receiving Social Security benefits for a physical or mental disability. U.S. Armed Service Veterans of War, who reside in the City of Long Branch, receive free admission. Veterans should contact the Long Branch Veterans Administration officer to receive their beach pass.

D) Sale of the Seasonal Beach Passes for the City of Long Branch shall be made at the Long Branch Recreation Office, 3 Bay Avenue, Long Branch, New Jersey, Monday through Friday from 10:00 AM to 4:00 p.m. and on weekends starting Memorial Day, badges will be available for sale at our Beach Office located at North Bath Avenue on the Boardwalk, commencing on June 16, 2007 Seasonal Beach Badges will be available on a Daily basis at North Bath Avenue Beach office only from 10:00 a.m. to 3:00 p.m..

SECTION II- Severability.

If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudges invalid, such adjudication shall apply only to the section paragraph, subdivision, clause or provision as adjudged and the reminder of this ordinance shall be deemed valid and effective.

SECTION III

This Ordinance shall take effect after final passage and publication according to law.

INTRODUCED: APRIL 10, 2007

ADOPTED:

IRENE A. JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

Ordinance No. 21-07

ORDINANCE AMENDING ORDINANCE 325-3c, SCHEDULE II (325-26) NO PARKING

WHEREAS, the City of Long Branch Ordinance 325-3c, Schedule II (325-26) provides the schedule of prohibited parking on certain streets within the City of Long Branch; and

WHEREAS, on March 26, 2007, the Director of Public Safety of the City of Long Branch William Richards recommended to the Business Administrator of the Business Administrator of the City of Long Branch Howard Woolley, Jr. an amendment to Ordinance 325-3c, Schedule II (325-26) to prohibit parking on the South side of Dale Street, 100 feet east of Vanderbilt Place; and

WHEREAS, the Traffic Safety Bureau of the Long Branch Police Department conducted and investigation of cars/vans parked on both sides of Dale Street which would interfere with larger emergency vehicles responding to the area if parking continued to be allowed on both sides of the street; and

WHEREAS, the Traffic Safety Bureau and the Fire Bureau believe that it would be a problem for larger emergency vehicles trying to turn onto Dale Street from Vanderbilt Place in the event parking on both sides of Dale Street were continued to be permitted; and

WHEREAS, the Traffic Safety Bureau as well as the Fire Bureau recommend that there be a prohibition on parking on the South side of Dale Street 100 feet East of Vanderbilt Place; and

WHEREAS, said proposed amendment to the subject Ordinance is shown on a diagram annexed hereto and made a part hereof of this Ordinance.

ANSELL ZARO
GRIMM & AARON
PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
500 LAWRENCE AVENUE
CN 7807
OCEAN, N.J. 07712
(732) 922-1000

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Long Branch, that Ordinance 325-3c, Schedule II (325-26) be amended as follows:

In accordance with the provisions of 325-3c, parking prohibited at all times on certain streets. No person shall park a vehicle at any time upon any of the streets or parts thereof described in Schedule II (325-26) attached to and part of this chapter.

Name of Street	Side	Location
Dale Street	South	From the Easterly curb line of Vanderbilt Avenue extending 100 feet east

BE IT FURTHER ORDAINED, that no other provision of Ordinance 325-3c, Schedule II (325-26) shall be amended and that all other sections of Ordinance 325-3c, Schedule II (325-26) shall remain in full force and effect.

INTRODUCED: 4-10-07

ADOPTED:

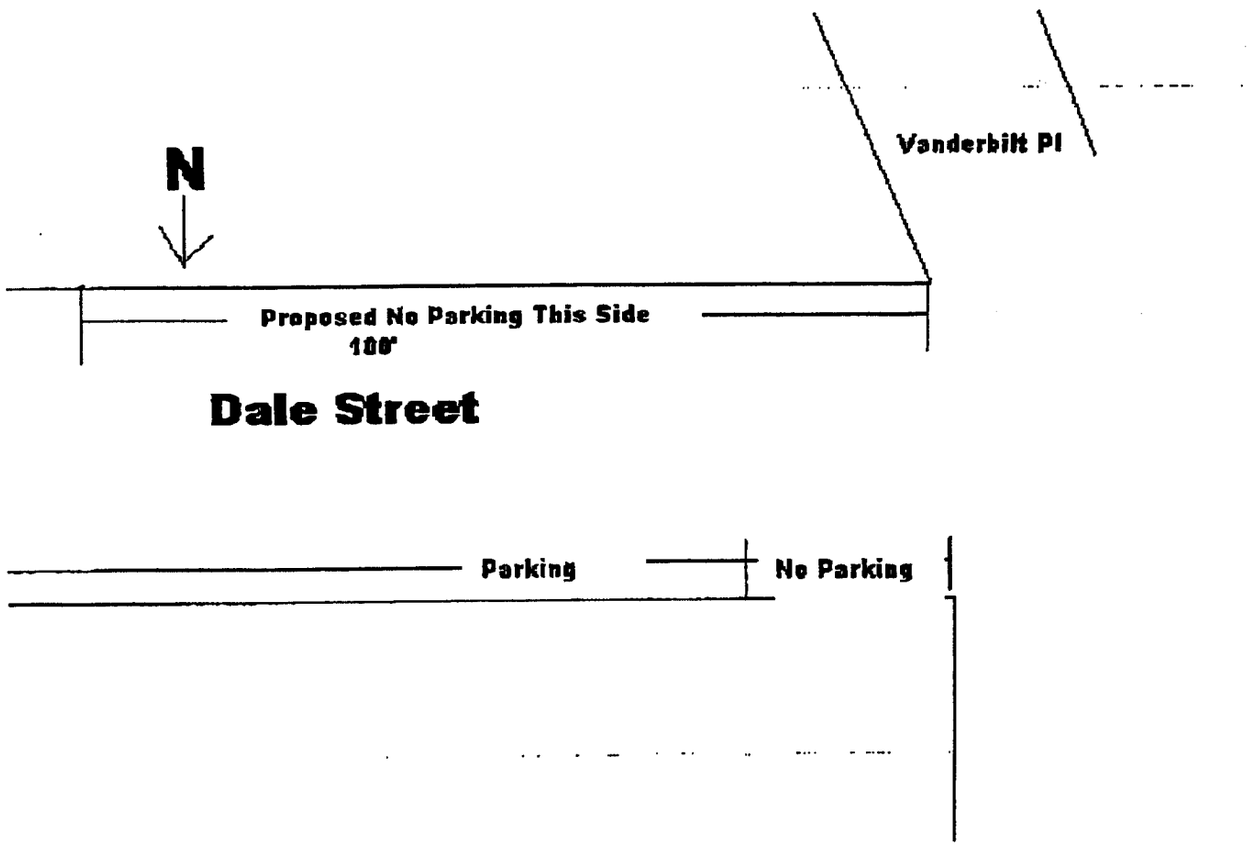
ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

ANSELL ZARO
GRIMM & AARON
PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
500 LAWRENCE AVENUE
CN 7807
OCEAN, N.J. 07712
(732) 922-1000


Vanderbilt Pl
N
Proposed No Parking This Side
100'
Dale Street
Parking
No Parking

R# 120-07

RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF JULIO & V CORP (OLD PEARL OF THE SEA) TO BAC LIQUORS, LLC

WHEREAS, BAC Liquors, LLC has applied for a person to person transfer of Plenary Retail Consumption License No. 1325-33-056-006, which will be put in pocket status (no premise) and the application for transfer appears to be complete in all respects; and

WHEREAS, proof of publication of notice has been submitted and there have been no written objections received by the City Clerk; and

WHEREAS, the applicant has been found to be qualified to be licensed according to all standards established by N.J.S.A. 33;1-1 et seq., and pertinent ordinances of the City of Long Branch; and

WHEREAS, the applicant has disclosed and the City, through its representatives, have reviewed the source of all funds used in the purchase of the license and all additional financing obtained in connection with the licensed business; and

WHEREAS, an investigation was conducted by the Police Department and they have found no reason either criminally or financially as to why this transfer should not take place; and

WHEREAS, the City of Long Branch has received a written statement, under oath, signed by an authorized representative of the transferor and transferee, affirming that the transferee is aware of all obligations outstanding to New Jersey Alcoholic Beverage Manufacturers, Wholesalers and Distributors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-056-006, in the name of Julio & V Corp. be and the same is hereby transferred to BAC Liquors, LLC.

MOVED:
SECONDED:
AYES:
NAYES:
ABSENT:
ABSTAIN:

CITY CLERK'S OFFICE
344 BROADWAY
LONG BRANCH, NJ 07740
732-571-5686
732-222-8835 (fax)

Irene A. Joline, RMC
City Clerk
ijoline@ci.long-branch.nj.us

Kathy L. Schmelz, RMC
Deputy Municipal Clerk
kschmelz@ci.long-branch.nj.us

Deborah L. Talerico, RMC
Deputy Municipal Clerk
dtalerico@ci.long-branch.nj.us

TO: Council President Michael DeStefano
Members of Council

FROM: Kathy L. Schmelz, RMC
Deputy Municipal Clerk

DATED: May 2, 2007

This is a person-to-person transfer of the license held by Julio & V Corp that was Pearl of the Sea up on Broadway by the Ocean Place Resort and Spa. The old owner is Julio Almeida. The license is being transferred to BAC Liquors made up of Julio Pereiro, Antonio Pereira, Steven Siperstein, Bruce Cozewith and Lawrence Katz.

An investigation was done by the police department, both financial and criminal and nothing was found in the investigation that would preclude the license from being transferred. All paperwork has been filed in this office and the affidavit of publication has been received as well as all the documentation needed for a transfer. No objections have been received.

This license will be put in pocket status (inactive, no premise).

R# 121-07

RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF MARYANN SILVA, 115 JOHN STREET, LONG BRANCH, NEW JERSEY

WHEREAS, the City of Long Branch entered into a City of Long Branch Moderate Income Homeowner Mortgage with Maryann Silva, 115 John Street, Long Branch, New Jersey, in the sum of $11,997.00 on January 10, 1997; and

WHEREAS, said mortgage was recorded on February 6, 1997 in Mortgage Book 6153, Page 421; and

WHEREAS, the modification of the Mortgage in the upward amount of $12,972.00 was made on March 3, 1997 and recorded on April 17, 1997 in Mortgage Book 6174, Page 378; and

WHEREAS, pursuant to correspondence received on May 1, 2007 from Tonya Medina of the Office of Community & Economic Development, the homeowner has met the terms and conditions of the mortgage loan listed above and therefore are entitle to a Discharge of the Mortgage.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount $12,972.00 recorded April 17, 1997 in Mortgage Book 6174 Page 378, previously loaned Maryann Silva, 115 John Street, Long Branch, New Jersey, in the form annexed hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Clerk of the City of Long Branch be and the same hereby is authorized to forward said cancelled mortgage to the Monmouth County Clerk's office for cancellation.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:
ABSTAIN:

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CN 7807
OCEAN, NJ 07712
(732) 922-1000

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R# 122-07

RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF WILLIAM BAILLIE AND ANNETTE BAILLIE, 79 WHITE STREET, LONG BRANCH, NEW JERSEY

WHEREAS, the City of Long Branch entered into a City of Long Branch Moderate Income Homeowner Mortgage with William Baillie and Annette Baillie, 79 White Street, Long Branch, New Jersey, in the sum of $20,655.00 on March 26, 1997; and

WHEREAS, said mortgage was recorded on April 10, 1997 in Mortgage Book 6168, Page 468; and

WHEREAS, pursuant to correspondence received from Tonya Medina of the Office of Community & Economic Development on April 24, 2007, the homeowners have met the terms and conditions of the mortgage loan listed above and therefore are entitled to a Discharge of the Mortgage.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount of $20,655.00 previously loaned to William Baillie and Annette Baillie, 79 White Street, Long Branch, New Jersey in the sum of $20,655.00 and recorded April 10, 1997 in Mortgage Book 6168 Page 468; and

BE IT FURTHER RESOLVED that the Clerk of the City of Long Branch be and the same hereby is authorized to forward said cancelled mortgage to the Monmouth County Clerk's office for cancellation.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:
ABSTAIN:

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CN 2807
OCEAN, NJ 07712
(732) 922-1000

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R# 123-07

RESOLUTION AUTHORIZING MAYOR TO EXECUTE DISCHARGE OF MORTGAGE FOR 170 NORTH 5TH AVENUE, OWNED BY LILLIE CARTHAN

WHEREAS, the City of Long Branch entered into a City of Long Branch Moderate Income Homeowners Mortgage with Lillie Carthan, 170 North 5th Avenue, on April 21, 1997, in the amount of $7,355.00; and

WHEREAS, said mortgage was recorded on May 17, 1997 in MB-6195, Page 883; and

WHEREAS, a Mortgage Modification Agreement was entered by and between the parties on September 22, 1997, between Lillie Carthan and the City of Long Branch which modified the previous Mortgage upward to the amount of $8,465.00; and

WHEREAS, said Amended Mortgage was recorded on November 13, 1997, in MB 6324, Page 692; and

WHEREAS, pursuant to the Mortgage and Note, said Mortgage has met the terms of the agreement; and

WHEREAS, on April 25, 2007, Tonya Medina of the Office of Community Development of the City of Long Branch, has recommended that the Mortgage be canceled of Record as the terms of the agreement have been fulfilled.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be the same hereby is authorized to execute a Discharge of Mortgage for the premises known as 170 North 5th Avenue, owned by Lillie Carthan in the form annexed hereto and made a part hereof.

BE IF FURTHER RESOLVED that the Clerk of the City of Long Branch be and the same hereby is authorized to forward said cancelled mortgage to the Monmouth County Clerk's office for cancellation.

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CN 7807
OCEAN, NJ 07712
(732) 922-1000

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:
ABSTAIN:

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R# 124-07

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

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

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

WHEREAS, the CITY OF LONG BRANCH wishes to
(Applicant's Local Unit of Government)

apply for a project under the Safe and Secure Communities Program, and

WHEREAS, the LONG BRANCH CITY COUNCIL has reviewed the
(Applicant's Governing Body)

application and has approved said request, and

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

THEREFORE, BE IT RESOLVED by the LONG BRANCH CITY COUNCIL that
(Applicant's Governing Body)

1. As a matter of public policy the Applicant's Unit of Government wishes to participate to the fullest extent possible with the Department of Law and Public Safety.

2. The Attorney General of New Jersey will receive funds on behalf of the Applicant.

3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.

4. The Division of Criminal Justice shall initiate allocations to the applicant as authorized by law.

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

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

LONG BRANCH CITY COUNCIL _____ held on
(Local Governing Body/board of Finance of Unit of Government)

the _____ day of _____, 200_____ and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED: This _____ day of _____, 200_____

SEAL

_____
Signature of Certifying Officer

_____
Title of Certifying Officer

IRENE JOLINE
_____
Name of Certifying Officer

Grant # P- 3979

[SS rev'd 10/18/05]

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

SAFE AND SECURE COMMUNITIES PROGRAM

GRANT AGREEMENT CERTIFICATION

RONALD MEHLHORN, being over the age of 18 years old,
(Name)

hereby certifies:

1. I am DIRECTOR OF FINANCE of the CITY OF LONG BRANCH
(Title) **(Name of entity receiving grant funds)**

(hereafter "recipient entity"). I am submitting this certification in conjunction with the provision of grant funds in the amount of $60,000.00
(Dollar amount of funds)

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

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

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

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

4. I further certify that I will ensure that the recipient entity will utilize the funds being provided by the Division of Criminal Justice to carry out the programs and activities specifically described in the application.

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

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

Signature	
RONALD MEHLHORN	DIRECTOR OF FINANCE
Printed Name	**Title**
CITY OF LONG BRANCH	4/27/2007
Name of Local Unit of Government	**Date**

Grant # P- 3979

[SS rev'd 7/11/06]

R# 125-07

RESOLUTION MEMORIALIZING EXTENSION OF LEASE WITH 279 BROADWAY ASSOCIATES, LLC

WHEREAS, the City Council of the City of Long Branch, by passage of Resolution #R220-04 on April 27, 2004, authorized a three year lease with 279 Broadway Associates LLC, for leasing of space at 279 Broadway for Municipal Court and Drug Prevention Program offices for an amount not to exceed $326,100; and

WHEREAS, the terms of the lease included an option to renew the lease for an additional two year period, with an increase in rent calculated based upon the US Department of Labor Consumer Price Index-All Urban Consumers, Not Seasonally Adjusted, Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA, Item: All items, Base Period: 1982-84=100, and the City Finance Director has determined that the rent will increase from $9,058.33 to $10,000 per month, and from $108,700 to $120,000 annually; and

WHEREAS, the City Business Administrator has recommended that it is in the City's best interest to renew this lease for an additional two years; and

WHEREAS, the original lease, having been awarded prior to enactment of P.L. 2004, Chapter 19 and P.L. 2005, Chapter 271, was awarded by the traditional method of award through negotiations as allowed by Local Lands and Buildings Law, and, therefore, in accordance with N.J.S.A. 19:44A-1 et seq, the following required documents have been submitted with regard to authorizing extension of this lease:

i. The Purchasing Agent has determined and certified, in accordance with the Certification of Value Form annexed hereto, that the value of this contract exceeds $17,500.

ii. 279 Broadway Associates LLC has completed and submitted the Business Entity Disclosure Certification, annexed hereto, certifying that it has not made and will not make any reportable contributions that would bar the award this contract.

iii. 279 Broadway Associates LLC has completed and submitted to the City on April 24, 2007, the C. 271 Political Contribution Disclosure Form, annexed hereto.

WHEREAS, the Chief Financial Officer of the City of Long Branch as certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **2007 Current Budget, Statutory Agencies, Municipal Court, Appropriation #7-01-128-298, in the amount of $51,000, and Department of Recreation, Misc. Other Expense, Appropriation #7-01-081-698, in the amount of $3,000, with continuation of the lease contingent upon provision of additional funds by appropriation transfer, emergency appropriation, adoption of the 2007 Municipal Budget, and/or provision of adequate funds in the 2008 and 2009 Municipal Budgets.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a two year extension to the lease with **279 Broadway Associates LLC,** for leasing of space at 279 Broadway for Municipal Court and Drug Prevention Program offices, **for an amount not to exceed $240,000**, in accordance with the lease documents 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, and that the City Clerk shall advertise award of this contract as required by N.J.S.A. 19:44A-1 et seq.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

TWO YEAR LEASE OF OFFICES FOR COURT AND DRUG PREVENTION OFFICES

Said contract being made as follows:

279 BROADWAY ASSOCIATES, LLC	**$240,000**

Said funds being available in the form of:

2007 TEMPORARY BUDGET	
STATUTORY AGENCIES	
MUNICIPAL COURT	
APPRO. #7-01-128-298	**$51,000**
DEPARTMENT OF RECREATION	
MISCELLANEOUS OTHER EXPENSE	
DRUG PREVENTION PROGRAM	
APPRO. #7-01-081-698	**$3,000**

***CONTINUATION OF THIS LEASE IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS THROUGH APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, ADIPTION OF THE 2007 MUNICIPAL BUDGET, AND/OR PROVISION OF ADEQUATE FUNDS IN THE 2008 AND 2009 BUDGETS.**

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

5/1/7
Date

Addendum #2
To lease between City of Long Branch and
279 Broadway Associates, LLC
for leasing of office space at 279 Broadway, Long Branch, NJ

1. Term: Two year extension, as allowed in original lease documents, for the period from April 1, 2007 through March 31, 2009.

2. Rent: As calculated in accordance with the original lease document, the rent shall be $10,000 per month, $120,000 annually, representing a total of $240,000 for the two year period, payable in monthly increments on the first day of each month. Said rent to include all utility costs.

3. All other terms and conditions of the lease remain unchanged.

City of Long Branch

_____
Adam Schneider, Mayor

Attested by:

_____
Irene Joline, City Clerk

Date:_____

279 Broadway Associates LLC

_____
Anthony Sahar

Attested by:

_____

Date:_____

CITY OF LONG BRANCH

PURCHASING OFFICE
344 BROADWAY
LONG BRANCH, NJ 07740

(732) 571-5656
(FAX)(732) 222-1516

TO: Mayor and Members of Council

FROM: Carol Mellaci, Purchasing Agent

DATE: April 30, 2007

SUBJECT: Certification of Value of Contract

In accordance with the requirements of N.J.S.A. 19:44-20.5, I have determined and hereby certify that the value of the following contract exceeds $17,500:

Contract for: Amendment to lease for rental of office space for Municipal Court and Drug Program offices.

Awarded to: 279 Broadway Associates, LLC

Contract Term: Two years-through March 31, 2009

Contract Amount: $240,000

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 _____ _____ 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	NO
Election Fund of Brown, Celli, DeStafano,	N
Giordano and Zambrano	N
Unger for City Council	N
	N
	N

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
ANTHONY SAHAR	45 Brookwillow Ave W.L.B N.J.
MARIANNE SAHAR	45 Brookwillow Ave. W.L.B N.J.

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: 979 Broadway Assoc.
Signed: [signature] Title: President
Print Name: ANTHONY SAHAR Date: 4/24/07

Subscribed and sworn before me this 24 day of April, 2007

My Commission expires: 12-23-08

[signature] (Affiant)
Notary Public
(Print name & title of affiant) (Corporate Seal)

CAROL A. MELLACI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 23, 2008

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BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ... ; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	279 Broadway Ass.		
Address:	552 Westwood Ave		
City:	Long Branch	State: N.J	Zip: 07740

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Anthony Sahar	ANTHONY SAHAR	President
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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:

Name: ANTHONY SAHAR Home Address: 45 Brookwillow Ave West Long Branch N.J	Name: Marianne SAHAR Home Address: 45 Brookwillow Ave West Long Branch N.J.
Name: Home Address: Anthony Sahar.	Name: Home Address: Marianne Sahar
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 24 day of April, 2007

(Notary Public)

My Commission expires: 12-23-08

(Affiant)

Notary Public

(Print name & title of affiant)

(Corporate Seal)

CAROL A. MELLACI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 23, 2008

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25

County Name: Monmouth

State: Governor, and Legislative Leadership Committees

Legislative District #s: 10, 11, 12, 13, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Aberdeen Township
Allenhurst Borough
Allentown Borough
Asbury Park City
Atlantic Highlands Borough
Avon-by-the-Sea Borough
Belmar Borough
Bradley Beach Borough
Brielle Borough
Colts Neck Township
Deal Borough
Eatontown Borough
Englishtown Borough
Fair Haven Borough
Farmingdale Borough
Freehold Borough
Freehold Township
Hazlet Township
Highlands Borough
Holmdel Township
Howell Township
Interlaken Borough
Keansburg Borough
Keyport Borough
Lake Como Borough
Little Silver Borough
Loch Arbour Village
Long Branch City
Manalapan Township
Manasquan Borough
Marlboro Township
Matawan Borough
Middletown Township
Millstone Township
Monmouth Beach Borough
Neptune City Borough
Neptune Township
Ocean Township
Oceanport Borough
Red Bank Borough
Roosevelt Borough
Rumson Borough
Sea Bright Borough
Sea Girt Borough
Shrewsbury Borough
Shrewsbury Township
Spring Lake Borough
Spring Lake Heights Borough
Tinton Falls Borough
Union Beach Borough
Upper Freehold Township
Wall Township
West Long Branch Borough

(continued on next page)

Boards of Education (Members of the Board):

Allenhurst
Asbury Park City
Atlantic Highlands Borough
Avon Borough
Belmar Borough
Bradley Beach Borough
Brielle Borough
Colts Neck Township
Deal Borough
Eatontown Borough
Fair Haven Borough
Farmingdale Borough
Freehold Borough
Freehold Regional
Freehold Township
Hazlet Township
Henry Hudson Regional
Highlands Borough
Holmdel Township
Howell Township
Interlaken
Keansburg Borough
Keyport Borough
Little Silver Borough
Long Branch City
Manalapan-Englishtown Regional
Manasquan Borough
Marlboro Township
Matawan-Aberdeen Regional
Middletown Township
Millstone Township
Monmouth Beach Boro
Monmouth Regional
Neptune City
Neptune Township
Ocean Township
Oceanport Borough
Red Bank Borough
Red Bank Regional
Roosevelt Borough
Rumson Borough
Rumson-Fair Haven Regional
Sea Bright Borough
Sea Girt Borough
Shore Regional
Shrewsbury Borough
South Belmar
Spring Lake Borough
Spring Lake Heights Borough
Tinton Falls
Union Beach
Upper Freehold Regional
Wall Township
West Long Branch Borough

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1
Aberdeen Township Fire District No. 2
Englishtown Borough Fire District No. 1
Freehold Township Fire District No. 1
Freehold Township Fire District No. 2
Hazlet Township Fire District No. 1
Howell Township Fire District No. 1
Howell Township Fire District No. 2
Howell Township Fire District No. 3
Howell Township Fire District No. 4
Howell Township Fire District No. 5
Manalapan Township Fire District No. 1
Manalapan Township Fire District No. 2
Manasquan Boro Fire District No.1
Marlboro Township Fire District No. 1
Marlboro Township Fire District No. 2
Marlboro Township Fire District No.3
Millstone Township Fire District No. 1
Neptune Township Fire District No. 1
Neptune Township Fire District No. 2
Ocean Township Fire District No. 1
Ocean Township Fire District No. 2
Spring Lake Heights Boro Fire District No. 1
Tinton Falls Fire District No. 1
Tinton Falls Fire District No. 2
Wall Township Fire District No. 1
Wall Township Fire District No. 2
Wall Township Fire District No. 3

U.S. Department of Labor
Bureau of Labor Statistics
Bureau of Labor Statistics Data
www.bls.gov

Data extracted on: April 18, 2007 (8:10:43 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA101SA0
Not Seasonally Adjusted
Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA
Item: All items
Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1997	169.1	170.1	170.7	170.2	169.9	170.3	170.8	170.8	171.7	172.3	172.0	171.9	170.8	170.1	171.6
1998	172.1	172.7	173.0	173.0	173.0	173.1	173.6	174.2	174.4	174.8	174.7	174.7	173.6	172.8	174.4
1999	175.0	175.1	175.5	176.0	176.1	176.8	177.2	177.6	178.2	178.9	178.8	178.6	177.0	175.8	178.2
2000	179.3	180.5	181.5	181.4	181.4	182.0	182.8	183.1	184.4	184.6	184.6	184.2	182.5	181.0	184.0
2001	184.9	185.3	186.4	186.6	187.3	188.3	187.8	188.1	188.0	187.8	187.8	187.3	187.1	186.5	187.8
2002	188.5	189.9	191.1	191.8	191.4	191.5	192.0	193.1	193.3	193.7	193.4	193.1	191.9	190.7	193.1
2003	194.7	196.2	197.1	196.7	196.8	196.9	197.7	199.1	199.6	200.0	199.4	199.3	197.8	196.4	199.2
2004	199.9	201.1	203.4	204.0	204.4	206.0	205.5	205.7	205.9	207.3	207.2	206.8	204.8	203.1	206.4
2005	208.1	208.9	212.4	212.5	211.4	210.7	212.5	214.1	215.8	216.6	215.3	214.2	212.7	210.7	214.8
2006	215.9	216.4	218.2	220.2	221.6	222.6	223.1	224.1	222.9	221.7	220.9	221.3	220.7	219.2	222.3
2007	221.767	223.066	224.551												

U.S. Bureau of Labor Statistics
Postal Square Building
2 Massachusetts Ave., NE
Washington, DC 20212-0001

Phone: (202) 691-5200
Fax-on-demand: (202) 691-6325
Do you have a Data question?
Do you have a Technical (web) question?
Do you have Other comments?

224.551
−203.400
21.151

21.151 / 203.400 = 10.3987%

Court 8510.
Drug 1490.
from $16.12 s.f.
To $17.80 sf

108,700 X 10.3987% = 11,303.41
108,700 + 11,303.41 = 120,003.4
Rounded $120,000.00

Councilperson: CELLI **Offers the Following Resolution and Moves its Adoption**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE MUNICIPAL CLERK TO ATTEST A LEASE AGREEMENT REGARDING THE PROPERTY USED BY THE CITY FOR THE MUNICIPAL COURT AND THE CITY'S DRUG PREVENTION OFFICES.

WHEREAS, the City of Long Branch (the "Tenant") has been a party to a Lease Agreement with 279 Broadway Associates (the "Landlord") for the rental of certain space located at 279 Broadway within the City; and

WHEREAS, such space is used by the City of Long Branch for the location of the Municipal Court and for the City's Drug Prevention Offices; and

WHEREAS, the prior Lease has expired, and the parties have engaged in negotiations over a new Lease Agreement; and

WHEREAS, the parties have agreed that the new Lease Agreement shall cover an initial term of three (3) years with the option to renew for an additional two (2) year term; and

WHEREAS, the rent for the two (2) year renewal term shall incorporate a consumer price index adjustment over the rent paid during the initial three (3) year term; and

WHEREAS, past disputes with the Landlord have been resolved by and through negotiations with the Administration and through the City Attorney's office; and

WHEREAS, a copy of the proposed Lease Agreement is attached hereto and made a part hereof; and

WHEREAS, the Lease has been approved as to the financial aspects by the Chief Financial Officer of the City of Long Branch; and

WHEREAS, by entering into this Lease Agreement, the City will maintain the integrity of the Municipal Court system in Long Branch for the term set forth therein; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for this Lease are available in the 2004 Budget, Appropriation #4-01-203-298, in the amount of $61,000.00, and Appropriation #4-01-081-698, in the amount of $8,000.00, with continuation of this Lease

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CN 7817
OCEAN, N.J. 07712
(732) 922-1000

R220-04

contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2005 through 2007 Municipal Budgets.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the City Council of the City of Long Branch, in the County of Monmouth and State of New Jersey, that the Mayor of the City of Long Branch is hereby authorized to execute and the Municipal Clerk to attest a Lease Agreement in the form annexed hereto and made a part hereof for the rental by the City of Long Branch of space needed for the Long Branch Municipal Court and for the City's Drug Prevention Offices.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the City Administrator, the City Chief Financial Officer, the City Comptroller, the City Purchasing Agent, and the City Attorney, as well as to 279 Broadway Associates.

SECONDED BY: ZAMBRANO AND ADOPTED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: 5

NAYS: 0

ABSENT:0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE JOLINE CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE, AND CORRECT COPY OF RESOLUTION (PASSED ADOPTED) BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON APRIL 27, 2004

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 28th DAY OF April 2004

CITY CLERK

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CN 7807
OCEAN, NJ 07712
(732) 922-1000

F:\USERS\JTerranova\LONG BRANCH\446 Leases\MunicipalCtLeaseAuth.doc

Lease Agreement

This Agreement is made on
BETWEEN
279 Broadway Associates, ~~(a partnership)~~ LLC, A NEW JERSEY LIMITED LIABILITY COMPANY

residing or located at
552 Westwood Avenue
Long Branch, New Jersey

referred to as the "Landlord,"
AND
The City of Long Branch, a municipal corporation of the State of New Jersey

residing or located at
344 Broadway
Long Branch, New Jersey

referred to as the "Tenant."

1. Premises. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: **See 1 in Addendum**

referred to as the "Premises"

2. Term. The term of this lease is for **See 2 in Addendum**
commencing on , and ending on

3. Use. The Premises are to be used and occupied only and for no other purpose than
use by the Tenant for the Municipal Court and the City's Drug Prevention Offices.

4. Rent. The Tenant agrees to pay $ as rent, to be paid as follows: **See 3 in Addendum**
$ per month, due on the day of each month. The first payment of rent and any security deposit is due upon the signing of the Lease by the Tenant. The Tenant must pay a late charge of **$ 0.00** as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of $25.00 as additional rent for any dishonored check.

5. Repairs and Care. The Tenant has examined the Premises and has entered into this lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will at the Tenant's own cost and expense, make all repairs, including painting and decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, except for reasonable wear and tear, and damage by the elements not resulting from the neglect or fault of the Tenant. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

6. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the federal, state and municipal governments or public authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the Premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Premises, during the term hereof; and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

7. Assignment. The Tenant may not assign, mortgage or hypothecate this lease, nor sublet or sublease the Premises or any part thereof without the Landlord's written consent; nor occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as permitted by this lease, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

8. Fire and Other Casualty. In case of fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so extensively and substantially damaged as to render them untenantable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. However, if, in the opinion of the Landlord, the Premises are totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent will be paid up to the time of such destruction and then and from thenceforth this lease will come to an end. In no event however, will the provisions of the preceding three sentences become effective or be applicable, if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant was insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

9. Alterations and/or Improvements. No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

10. Inspection and Repair. The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. The preceding sentence will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

11. Right to Exhibit. The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the same, and Tenant agrees that during the months preceding the expiration of the term hereof, the Landlord or the Landlord' s agents, employees or other representatives will have the right to place notices on the front of the Premises or any part thereof, offering the Premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

12. Glass, etc. Damage, Repairs. In case of the destruction of or any damage to the glass in the Premises, or the destruction of or damage of any kind whatsoever to the Premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, the Tenant will repair the said damage or replace or restore any destroyed parts of the Premises, as speedily as possible, at the Tenant's own cost and expense.

13. Signs. The Tenant may not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the Premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. If the Landlord or the Landlord' s agents, employees or representatives deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, they may be so removed, but will be replaced at the Landlord's expense when the said repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

14. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, down-spouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord.

15. Mortgage Priority. This lease will not be a lien against the Premises with respect to any mortgages that may hereafter be placed upon the Premises. The recording of such mortgage or mortgages will have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments will give the Landlord the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

16. Security. The Tenant has this day deposited with the Landlord the sum of **$ 0.00** as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Said sum will be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to make good any default by the Tenant, in which event the Tenant will, on demand, promptly restore said security to its original amount. Liability to repay said security to the Tenant will run with the reversion and title to the Premises, whether any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure or other proceedings, or the exercise of a right of taking or entry by any mortgagee. The Landlord will assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, in which case the assignee will become liable for the repayment thereof as herein provided, and the assignor will be deemed to be released by the Tenant from all liability to return such security. This provision will be applicable to every alienation or change in title and will not be deemed to permit the Landlord to retain the security after termination of the Landlord's ownership of the reversion or title. The Tenant may not mortgage, encumber or assign said security without the written consent of the Landlord.

17. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises, in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant fifteen days notice in writing of the Landlord's intention so to do, and upon the giving of such notice, this lease and the term thereof will terminate. If by any reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards are increased, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased. Such payment will be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner.

18. Utilities. The Tenant will pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the Premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges will be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

19. Condemnation Eminent Domain. If the land and Premises leased herein, or of which the Premises are a part, or any portion thereof, are taken under eminent domain or condemnation proceedings, or if suit or other action is instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and/or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and Premises or any portion thereof, then this lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing; and the Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and Premises or any portion thereof. The Tenant covenants and agrees to vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause will subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

20. Remedies Upon Tenant's Default. If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the Premises or any part thereof are abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the Premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved, hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

21. Termination on Default. Upon the occurrence of any of the contingencies set forth in the preceding Paragraph 20, or if the Tenant is adjudicated as bankrupt, insolvent or placed in receivership, or if proceedings are instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder passes to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof will end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

22. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

23. Reimbursement of Landlord. If the Tenant fails or refuses to comply with and perform any conditions and covenants of this lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense will be payable on demand, or at the option of the Landlord will be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and will be due and payable as such. This remedy will be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

24. Non-Performance by Landlord. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

25. Validity of Lease. The terms, conditions, covenants and provisions of this lease will be deemed to be severable. If any clause or provision herein contained is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision herein, but such other clauses or provision will remain in full force and effect.

26. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

27. Notices. All notices required under the terms of this lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address will be given in the same manner.

28. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, will and may peaceably and quietly have, hold and enjoy the Premises for the term aforementioned.

29. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, Landlord shall provide Tenant with a written copy of the most recent test results

30. Entire Contract. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof will be binding unless reduced to writing and signed by the Landlord and the Tenant.

31. Conformity with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause or provision of this lease, by conforming the said clause or provision with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

32. Number and Gender. In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

33. Tenant shall provide security during all times the office is open for business.

In Witness Whereof, the parties hereto have hereunto set their hands and seal, 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 written.

Witnessed or Attested by:

By: Irene Joline, City Clerk

(Seal)
279 Broadway Associates, ~~a partnership~~, Landlord
L.L.C. A NEW JERSEY LIMITED LIABILITY COMPANY

The City of Long Branch, a Municipal Corporation of the State of New Jersey, Tenant
By: Adam Schneider, Mayor

Addendum

1. Premises: 279 Broadway: Approximately 4,815 sq. ft. on the first floor and 200 sq. ft. in the basement for the Municipal Court, and approximately 1,726 sq. ft. on the fifth floor for the Drug Prevention Offices.
2. Term: Three years commencing on April 1, 2004 through March 31, 2007, with an option to renew for an additional two year period.
3. Rent: During the initial three year term, the rent shall be $108,700.00 per year (representing a total of $326,100.00 over the three year period), payable in monthly increments on the first day of each month. Said rent includes all utility costs. During the two-year option period, the rent shall be increased based upon the following consumer price index: U.S. Department of Labor Consumer Price Index-All Urban Consumers, Not Seasonally Adjusted, Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA, Item: All items, Base Period; 1982-84=100.

R# 126-07

RESOLUTION AWARDING BID FOR THE PURCHASE OF THREE LIFEBOATS FOR THE RECREATION DEPARTMENT

WHEREAS, the City of Long Branch advertised to receive bids on April 20, 2007, for purchase of three lifeboats, for use by its Recreation Department, and the following bid was received:

Van Duyne Brothers, Inc. - $23,850.00
Mays Landing, NJ

WHEREAS, bid documents were reviewed by the Purchasing Agent and found to be in order, and the Recreation Director has reviewed the bid proposal and determined that the lifeboats meet the bid specifications, and it is the City's recommendation that the award of the contract go to Ban Duyne Brothers; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for this contract are available in Appro. # C-04-082-606 in the amount of $15,900 and Appro. # T-14-100-098 in the amount of $7,950 for a total amount not to exceed $23,850.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract be awarded to Van Duyne Brothers, Inc. for purchase of three lifeboats, in accordance with the bid specifications and proposal, for a sum not to exceed $23,850.00.

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

MOVED:
SECONDED:
AYES:
NAYES:
ABSENT:
ABSTAIN:

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 PURCHASE OF
THREE LIFEBOATS FOR RECREATION

Said contract being made as follows:

VAN DUYNE BROTHERS, INC.	**$23,850**

Said funds being available in the form of:

CAPITAL BUDGET	
ORD. # 21-05	
APPROPRIATION #C-04-082-606	**$15,900**
TRUST BUDGET	
RECREATION DONATIONS	
APPROPRIATION T-14-100-098	**$ 7,950**

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

5/1/7
Date

CONTRACT

THIS AGREEMENT MADE THIS 8TH DAY OF MAY 2007

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

a municipal corporation of the State of New Jersey, hereinafter called the **OWNER**;

AND **VAN DUYNE BROTHERS, INC.**
5112 Oakwood Boulevard
Mays Landing, NJ

hereinafter called the **CONTRACTOR:**

WITNESSETH: That the **OWNER** and the CONTRACTOR for the consideration, hereinafter specified, agree as follows:

ARTICLE ONE: SCOPE OF WORK: CONTRACTOR covenants and agrees to provide a contract for three (3) lifeboats in accordance with the bid specifications and proposal herein attached for $23,850.00; and

CONTRACTOR further agrees to and perform in a good and workmanlike manner all work required to be furnished and delivered, done and performed in conformity with the Bid Specifications and Contractor's Proposal, annexed hereto and hereby made part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: The **CONTRACTOR** is required to execute a contract within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute his contract within said period shall constitute a breach of agreement. Said **PERFORMANCE or DELIVERY DATE** shall be in accordance with the provisions of the Contract Documents annexed thereto, and if no time is set forth in the body of this Agreement or in the Contract Documents Annexed thereto, then as directed by the **OWNER.**

ARTICLE THREE: PAYMENT: OWNER agrees to pay **CONTRACTOR** for said work and materials after delivery of any purchase or performance of stated work under the terms of this contract, in accordance with said Contract Documents, and within the time stated for **DELIVERY,** for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit price bid therefore by the **CONTRACTOR**, which payment according to the estimated quantities will amount to a sum not to exceed $23,850.00.

Payments to be made in accordance with the OWNER'S requirement for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the **OWNER** reserves the right to increase or decrease any or all of the quantities in each item at the unit price bid.

Acceptance of the final payment by the **CONTRACTOR** shall be understood to be a release in full of all claims against the **OWNER** arising out of or by reason of the work done and the materials furnished under this contract.

ARTICLE FOUR: INDEMNIFICATION: The **CONTRACTOR** will make all payments of proper charges for said work required in accordance with said Contract Documents, and will indemnify and save harmless the **OWNER**, its officers, agents, or servants and each and everyone of them, against and from all claims, suits, actions, damages and/or costs of every name and description, including royalties, fees or claims for the use of patented methods, or patented rights, or copyrights, and from all damages to which the **OWNER,** or any of its officers, servants or agents, may be subjected or put by reason of injury to person or property of others, or property of the **Owner,** resulting from carelessness in the performance of its work or through the negligence of, or through any act or omission on the part of, the **CONTRACTOR**, its agents or agent, servants, or subcontractors.

ARTICLE FIVE: ASSIGNMENT OR SUBLETTING: **CONTRACTOR** covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior written approval of the **OWNER**.

ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:
During the performance of this contract, the **CONTRACTOR** agrees to comply with Affirmative Action Regulations, P.L. 1975, c. 127 (N.J.A.C.17:27),
as amended and supplemented from time to time, and, more specifically, as detailed in the section of the bid specifications entitled "Supplement to Information to Bidders, Procurement, Professional and Service Contract, Affirmative Action", and/or Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts, which reads 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 on-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 of 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 contractors 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 NJAC 17:275.2.

The contractor or subcontractor agrees to confirm 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 director discretionary 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 statues 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 shall submit to the public agency, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

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

The contractor and its subcontract shall furnish such reports or other documents to the Division of Contract Compliance & EEO as maybe requested by the Division 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 NJAC17:27.

ARTICLE SEVEN: PERFORMANCE BOND: CONTRACTOR, upon execution of this agreement and said Contract Documents, shall execute a performance bond and payment bond. Said bonds shall be executed by a responsible bonding company, in good financial standing, and authorized to do business in the State of New Jersey, and shall be posted within fifteen (15) days of award of the Contract.

ARTICLE EIGHT: LIQUIDATED DAMAGES: CONTRACTOR'S failure to execute the contract within fifteen (15) days after he has received notice of acceptance of his bid shall be considered breach of contract and **CONTRACTOR** shall forfeit to the City of Long Branch, as liquidated damages for such failure or refusal, the bid security required in the bid specifications.

"The **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.

This Contract shall be binding upon the **OWNER**, its successors and assigns, and upon the **CONTRACTOR**, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the **OWNER** 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 **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.

OWNER: CITY OF LONG BRANCH

Attested by: Date:

_____ _____

Irene A. Joline, City Clerk Adam Schneider, Mayor

CONTRACTOR:

By:_____ Attested by:

_____ _____

Title

Date:_____

CONTRACT

THIS AGREEMENT MADE THIS 8TH DAY OF MAY 2007

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

a municipal corporation of the State of New Jersey, hereinafter called the **OWNER**;

AND **VAN DUYNE BROTHERS, INC.**
5112 Oakwood Boulevard
Mays Landing, NJ

hereinafter called the **CONTRACTOR:**

WITNESSETH: That the **OWNER** and the CONTRACTOR for the consideration, hereinafter specified, agree as follows:

ARTICLE ONE: SCOPE OF WORK: CONTRACTOR covenants and agrees to provide a contract for three (3) lifeboats in accordance with the bid specifications and proposal herein attached for $23,850.00; and

CONTRACTOR further agrees to and perform in a good and workmanlike manner all work required to be furnished and delivered, done and performed in conformity with the Bid Specifications and Contractor's Proposal, annexed hereto and hereby made part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: The **CONTRACTOR** is required to execute a contract within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute his contract within said period shall constitute a breach of agreement. Said **PERFORMANCE or DELIVERY DATE** shall be in accordance with the provisions of the Contract Documents annexed thereto, and if no time is set forth in the body of this Agreement or in the Contract Documents Annexed thereto, then as directed by the **OWNER.**

ARTICLE THREE: PAYMENT: OWNER agrees to pay **CONTRACTOR** for said work and materials after delivery of any purchase or performance of stated work under the terms of this contract, in accordance with said Contract Documents, and within the time stated for **DELIVERY,** for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit price bid therefore by the **CONTRACTOR**, which payment according to the estimated quantities will amount to a sum not to exceed $23,850.00.

Payments to be made in accordance with the OWNER'S requirement for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the **OWNER** reserves the right to increase or decrease any or all of the quantities in each item at the unit price bid.

Acceptance of the final payment by the **CONTRACTOR** shall be understood to be a release in full of all claims against the **OWNER** arising out of or by reason of the work done and the materials furnished under this contract.

ARTICLE FOUR: INDEMNIFICATION: The **CONTRACTOR** will make all payments of proper charges for said work required in accordance with said Contract Documents, and will indemnify and save harmless the **OWNER**, its officers, agents, or servants and each and everyone of them, against and from all claims, suits, actions, damages and/or costs of every name and description, including royalties, fees or claims for the use of patented methods, or patented rights, or copyrights, and from all damages to which the **OWNER,** or any of its officers, servants or agents, may be subjected or put by reason of injury to person or property of others, or property of the **Owner,** resulting from carelessness in the performance of its work or through the negligence of, or through any act or omission on the part of, the **CONTRACTOR**, its agents or agent, servants, or subcontractors.

ARTICLE FIVE: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior written approval of the **OWNER**.

ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:
During the performance of this contract, the **CONTRACTOR** agrees to comply with Affirmative Action Regulations, P.L. 1975, c. 127 (N.J.A.C.17:27),
as amended and supplemented from time to time, and, more specifically, as detailed in the section of the bid specifications entitled "Supplement to Information to Bidders, Procurement, Professional and Service Contract, Affirmative Action", and/or Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts, which reads 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 on-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 of 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 contractors 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 NJAC 17:275.2.

The contractor or subcontractor agrees to confirm 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 director discretionary 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 statues 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 shall submit to the public agency, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

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

The contractor and its subcontract shall furnish such reports or other documents to the Division of Contract Compliance & EEO as maybe requested by the Division 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 NJAC17:27.

ARTICLE SEVEN: PERFORMANCE BOND: CONTRACTOR, upon execution of this agreement and said Contract Documents, shall execute a performance bond and payment bond. Said bonds shall be executed by a responsible bonding company, in good financial standing, and authorized to do business in the State of New Jersey, and shall be posted within fifteen (15) days of award of the Contract.

ARTICLE EIGHT: LIQUIDATED DAMAGES: CONTRACTOR'S failure to execute the contract within fifteen (15) days after he has received notice of acceptance of his bid shall be considered breach of contract and **CONTRACTOR** shall forfeit to the City of Long Branch, as liquidated damages for such failure or refusal, the bid security required in the bid specifications.

"The **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.

This Contract shall be binding upon the **OWNER**, its successors and assigns, and upon the **CONTRACTOR**, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the **OWNER** 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 **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.

OWNER: CITY OF LONG BRANCH

Attested by: Date:

_____ _____

Irene A. Joline, City Clerk Adam Schneider, Mayor

CONTRACTOR:

By:_____ Attested by:

_____ _____

Title

Date:_____

CITY OF LONG BRANCH
PROPOSAL FORM

VAn Duyne Bros. Inc.
Bidder's Name

Bid price each for new lifeguard surf rescue boats, in accordance with the bid specifications $ 7950.00

Seven thousand nine hundred Fifty dollars —
Bid Price in words

Total Bid Price for three surf rescue boats $ 23,850.00

twenty three thousand Eight hundred Fifty dollars
Total Bid Price in Words

Delivery of the units will be made within 60 calendar days of date of notice of award of contract.

Location of Closest Authorized Dealer providing Service and Parts:

Name VAn Duyne Bros.

Address 5112 OAK WD. Blvd.

City MAIS Landing

Phone 625 0299

Distance from City 60 M. 1 hr.

Manufacturer's Make, Model being bid VAn Duyne Surf Boat

PROPOSAL FORM
(Cont'd)

The undersigned is an/a (....) individual, (....) partnership, (✓) corporation

organized under the laws of the State of NJ., having its principal offices at:

5112 OAKWOD Blvd MAYS LANDING NJ

Phone Number 625 0299 Fax Number —

Trade Name of Bidder VAN Duyne Bros Inc.

Federal I.D. # or Social Security # 22-022-1982

1. Signature [signature]

Name Thomas Van Duyne

Title President

2. Signature

Name

Title

3. Signature

Name

Title

Signed this 18th day of April, 2002

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

NON-COLLUSION AFFIDAVIT

State of NJ
County of Atlantic :

I, Thom Van Dyne (name of affiant) residing in Vertrees NJ (name of municipality)
in the County of Atlantic and State of NJ of
full age, being duly sworn according to law on my oath depose and say that:

I am President (title or position) of the firm of VanDyne Bros Inc. (name of firm)

_____, the bidder making this Proposal for

the bid entitled Surf Boats (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

VAN Dyne Bros Inc.
(Name of firm)

Subscribed and sworn to
before me this day

April, 17th, 2007

(Signature of affiant)

Thomas Van Dyne
(Type or print name of affiant under signature)

Priyanka Nethagani
Signature of Notary Public

(Seal)

PRIYANKA NETHAGANI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: May 11, 2011

My Commission expires _____

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business Van Duyne Bros Inc no Stock holders

☐ 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: _____

_____ _____

Subscribed and sworn before me this 17 day of April, 2007

(Notary Public) Priyanka Nethagani

My Commission expires:

PRIYANKA NETHAGANI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: May 11, 2011

_____
(Affiant)

Ta Van Duyne
(Print name & title of affiant)

(Corporate Seal)

CITY OF LONG BRANCH
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges the following information relative to receipt of Addenda for this bid (check appropriate box and provide required information):

___/ No addenda was received by my company

___ My company received the following addenda:

ADDENDUM NUMBER	DATED
Invitation to Bid	April 2002

Acknowledgement for: VAN Dune Bros. Inc.
(Name of company/corporation

By: [signature]
(Signature of Authorized Representative)

Name: Thomas VAN Dune

Title: Pres.

NOTE: THIS FORM MUST BE COMPLETED AND SIGNED REGARDLESS OF WHETHER OR NOT ADDENDA WAS ISSUED AND/OR RECEIVED BY THE BIDDER. FAILURE TO SUBMIT THE COMPLETED FORM WITH THE BID PROPOSAL IS MANDATORY CAUSE FOR REJECTION IN ACCORDANCE WITH NJSA 40A:11-23.

NO Employees

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: [illegible]

SIGNATURE: [illegible]

TITLE: Pres

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.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	VAN DUYNE BROS., INC.
Trade Name:	
Address:	507 A BARR AVE LINWOOD, NJ 08221
Certificate Number:	0065710
Date of Issuance:	October 25, 2004

For Office Use Only:

20041025182010007

DELIVERY

The bid price must be inclusive of any charges for delivery of the completed units to the City. Delivery terms shall be FOB Long Branch Recreation Department. The bidder must schedule delivery of the boats by notifying Shannon Bruno in the Recreation Department forty-eight hours prior to the scheduled date of delivery. Phone - 732.571.6545.

Bidder must indicate on the Proposal Form the number of calendar days from date of notice of award in which delivery will be completed for each of the boats. The boats will be needed for the 2007 beach season.

WARRANTY

The unit delivered must be unconditionally guaranteed to be free from defects in materials, design and workmanship, for a minimum period of ten (10) years (no exceptions).

If warranty work is required, the bidder must, at his expense, transport the boat to his facility for the repairs.

REFERENCES

Bidder shall provide a list of at lease five (5) customers using the model equipment proposed in the same application, i.e. lifeguard ocean rescue operations. Inspections of customers listed may be used to verify claims made in the bid. Municipality, phone number and contact name must be included.

References

1. Atlantic City Beach Patrol
2. Long Beach Island B.P.
3. Brigantine B.P.
4. CAPE MAY Beach Patrol
5. WILDWOOD B.P.
6. Long Branch BP. ETC. ETC.

R# 127-07

RESOLUTION MEMORIALIZING CONTRACTS FOR PARKING CONSULTANT SERVICES

WHEREAS, the City of Long Branch has an immediate need to contract with an engineering firm to provide consultant services relative to a parking study for the Hotel Campus and Broadway Arts redevelopment project areas; and

WHEREAS, Gerald Giosa, of the firm of Level G Associates, LLC, has an excellent reputation in the field of engineering, particularly in the area of parking as it relates to urban development, and, having previously provided services to the City relative to parking matters, is familiar with and has knowledge of the City of Long Branch and its redevelopment projects; and

WHEREAS, Level G Associates, LLC has submitted a proposal, annexed hereto, for the required services; and

WHEREAS, it is the recommendation of the City Administrator that this contract be awarded through the traditional process of selection by experience and reputation of the professional firm, as allowed by Local Public Contracts Law, and, not having public advertised for proposals, in accordance with N.J.S.A. 19:44A-1 et seq, the following required documents have been submitted with regard to authorizing this contract:

i. The Purchasing Agent has determined and certified the value of this contract in accordance with the Certification of Value Form annexed hereto.

ii. Level G Associates, LLC has completed and submitted the Business Entity Disclosure Certification, annexed hereto, certifying that it has not made and will not make any reportable contributions that would bar the award this contract.

iii. Level G Associates, LLC completed and submitted to the City on April 25, 2007, the C. 271 Political Contribution Disclosure Form, annexed hereto.

WHEREAS, the Chief Financial Officer of the City of Long Branch as certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **Trust Budget, Developer Participation Trust, Hotel Campus, Appropriation #T-14-200-272, in an amount not to exceed $8,000, Broadway Arts, Appropriation #T-14-200-262, in an amount not to exceed $8,000.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby memorializes a contracts with **Level G Associates, LLC,** as follows:

Contract for services relative to a parking study for the Broadway Arts redevelopment project, in accordance with the proposal and contract documents annexed hereto, **for an amount not to exceed $8,000.**

Contract for services relative to a parking study for the Hotel Campus redevelopment project, in accordance with the proposal and contract documents annexed hereto, **for an amount not to exceed $8,000.**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contracts, and the City Clerk is directed to advertise notice of award as required by 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 PARKING STUDYS RELATIVE TO HOTEL CAMPUS AND BROADWAY ARTS CENTER PROJECTS

Said contract being made as follows:

LEVEL G ASSOCIATES LLC	**$8,000**
LEVEL G ASSOCIATES LLC	**$8,000**

Said funds being available in the form of:

TRUST BUDGET
DEVELOPER PARTICIPATIONTRUST
HOTEL CAMPUS

APPRO. #T-14-200-272	**$8,000**
BROADWAY ARTS	
APPRO #T-14-200-262	**$8,000**

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

Date

LEVEL G ASSOCIATES, LLC

34 LARK AVENUE
OLD BETHPAGE, NY 11804

PHONE: (516) 756-4750 FAX: (516) 756-4738

April 27, 2007

Mr. Howard Woolley, Business Administrator
City of Long Branch
344 Broadway
Long Branch, NJ 07740

Re: Proposal for Parking Consultant Services related to Broadway Arts Center
Our No. 07-2601

Proposal for Parking Consultant Services related to Hotel Campus Mixed Use Project
Our No. 07-2602

Dear Mr. Woolley:

In accordance with our recent conversation, this letter describes the services that Level G Associates will provide to the City of Long Branch with respect to providing parking consulting services related to upcoming redevelopment proposals.

The city is in the midst of a revival that is well known throughout the state. This revival is continuing in the form of several new redevelopment proposals that are currently under review. The redevelopment of Long Branch is being guided by principles set forth in an ambitious redevelopment plan prepared by Thompson Design Group.

Principals of Level G Associates (LGA) were very involved in developing parking operating plans and parking development guidelines for various phases of the Long Branch redevelopment program. As a result, we have usable data on hand and are very familiar with Long Branch and the goals and design guidelines of the redevelopment plan.

Project Purpose and Scope

The city will be considering a number of redevelopment proposals in the upcoming year. Two of these redevelopment proposals, the Broadway Arts Center and a major Hotel – Condominium – Commercial mixed-use development, are in the final planning stages. The purpose of this assignment is to review each redevelopment proposal from a parking perspective and determine a practical and workable parking program to accompany each plan.

It is envisioned that LGA's involvement in these projects will include but not be limited to the following:

- Detailed reviews of existing plans and documents related to the projects;
- Examination of existing parking demand and parking resources in the redevelopment areas;
- Development of shared parking demand models recognizing the ebb and flow of the various redevelopment user groups. These models will illustrate how redevelopment district parking needs can be met, including provisions for the replacement and / or preservation of public parking;
- Reviews and recommendations regarding the layout, use and operation of on-street and off-street parking;
- Meetings and / or presentations among the redevelopment teams, the local government(s), or others as directed by the city to refine and discuss parking program development;
- Development of cost estimates or economic models for the purpose of evaluating alternate parking programs and quantifying potential parking project revenue and expense loads;
- Preparation of parking facility functional plans including conceptual plans for parking decks and other parking areas that may be counted toward redevelopment parking supply;
- Evaluations and recommendations regarding methods of operation for the parking components including PARCS (parking access and revenue control system) and general operations;
- Evaluation of alternate program financing and funding options;
- Preparation of a report summarizing our findings and conclusions.

Fee Proposal

We will charge you, for and in consideration of rendering services related to this project on a timecard basis in accordance with the attached fee schedule. Services shall be conducted upon request by the City of Long Branch. We expect total charges related to the Broadway Arts Center portion of the above scope of services to be in the $4,000 to $6,000 range; we expect total charges related to the Hotel Campus Mixed Use project to be in the $4,000 to $6,000 range and it is agreed that total charges related to either agreement will not exceed $8,000 without prior written approval from the city. Additional services, if requested, will also be charged in accordance with the attached fee schedule.

In addition to the above scope, either agreement will allow the city access to the services and resources of Level G Associates on an "as needed" basis. We envision that these services will include, but not be limited to:

- General advice and guidance with respect to the development of new or revised parking programs, parking policy, parking facilities, access and revenue control equipment, parking management strategies, parking impacts of other redevelopment projects, and any other subject matter related to the development or operation of the municipal parking system;

- Preparation of evaluations, analyses, spreadsheets, memoranda, special reports, parking layouts, or other such plans or documents that will enable the city to institute programs and make specific and informed decisions regarding a broad range of parking issues;

- Attendance at meetings at the request of the city.

We will submit invoices to you on a monthly basis representing actual monthly accruals of fee. Each invoice will include a summary of work performed, previous amount invoiced and the remaining contract value, if applicable. Invoices will not be submitted during months with little or no project activity. In the case of the former, the non-invoiced fee will carry over to the next month. This proposal shall remain firm and in effect until July 15, 2007.

Acceptance

If the terms and conditions of this proposal are acceptable to the City of Long Branch, kindly indicate your acceptance by an appropriate signature in the space provided on the following page and return an executed copy to us.

Political Contribution Disclosure

This contract has been awarded to Level G Associates, LLC based on the merits and abilities of Level G Associates, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby agree that Level G Associates, LLC, it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Long Branch if a member of that political party is serving in an elective public office of the City of Long Branch when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Long Branch when the contract is awarded.

We are pleased to have the opportunity to submit this proposal to you and thank for your consideration of Level G Associates. If you have any questions, or would like to discuss this proposal in further detail, please call me at (516) 756-4750.

Respectfully submitted,
LEVEL G ASSOCIATES, LLC

Gerard Giosa
Principal

Encl.

Cc: P. Talwar

Agreement No. 07-2601 (Broadway Arts Center) between the City of Long Branch, NJ and Level G Associates, LLC for parking consultant services rendered on a timecard basis.

ACCEPTED BY THE CITY OF LONG BRANCH, NEW JERSEY:

Signature: _____

Name: _____

Title: _____

Date: _____

* * * * * *

Agreement No. 07-2601 (Broadway Arts Center) between the City of Long Branch, NJ and Level G Associates, LLC for parking consultant services rendered on a timecard basis.

ACCEPTED BY THE CITY OF LONG BRANCH, NEW JERSEY:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT NO. 1

Prevailing Labor Rates - 2007

Discipline:	Hourly Rate
Principal	$ 135.00
Senior Parking Specialist*	$ 110.00
Analyst	$ 85.00
Assistant Analyst	$ 70.00
CADD Operator	$ 65.00
Technical Typist	$ 50.00
Technician	$ 48.00

* *Individual may be a sub-consultant to Level G Associates working on tasks requiring specialized expertise.*

Reimbursable Expenses

Travel, including airfare and car rentals, at actual verified cost, or 40.5 cents per mile for auto travel. Printing, shipping, courier service, lodging, subsistence, tolls, parking, and other non-labor based project related costs will be charged at actual verified cost plus 10% administrative charge.

LEVEL G ASSOCIATES, LLC

Certification **37889**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-JAN-2006** to **15-JAN-2013**

LEVEL G ASSOCIATES, LLC
34 LARK AVENUE
OLD BETHPAGE NY 11804

State Treasurer

CITY OF LONG BRANCH

PURCHASING OFFICE
344 BROADWAY
LONG BRANCH, NJ 07740

(732) 571-5656
(FAX)(732) 222-1516

TO: Mayor and Members of Council

FROM: Carol Mellaci, Purchasing Agent

DATE: April 30, 2007

SUBJECT: Certification of Value of Contract

In accordance with the requirements of N.J.S.A. 19:44-20.5, I have determined and hereby certify that the value of the following contract:

Contract for: Contract for parking consultant services

Awarded to: Level G Associates, LLC

Contract Term: Through completion of scope of work

Contract Amount: $16,000

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 LEVEL G ASSOCIATES, LLC 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
GERARD GIOSA	34 LARK AVENUE, OLD BETHPAGE, NY 11804

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: LEVEL G ASSOCIATES, LLC

Signed: _____ Title: PRINCIPAL / MEMBER
Print Name: GERARD GIOSA Date: APRIL 27, 2007

Subscribed and sworn before me this 27 day of April, 2007

My Commission expires:

ANN D. SCHATTNER
Notary Public, State of New York
No. 02SC4888290
Qualified in Nassau County
Commission Expires February 9, 2011

_____ (Affiant)

ANN D SCHATTNER (Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part…

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: …; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	LEVEL G ASSOCIATES, LLC		
Address:	34 LARK AVENUE		
City:	OLD BETHPAGE	State: NY	Zip: 11804

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	GERARD GIOSA	MEMBER / PRINCIPAL
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
N/A	N/A	N/A	N/A

____ Check here if the information is continued on subsequent page(s)

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 Company ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: GERARD GIOSA Home Address: 34 LARK AVENUE OLD BETHPAGE, NY 11804	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 5th day of January, 2007.

(Notary Public)

My Commission expires:

ANN D. SCHATTNER
Notary Public, State of New York
No. 02SC4886290
Qualified in Nassau County
Commission Expires February 9, 2011

Ann D Schattner
(Affiant)

ANN D SCHATTNER
(Print name & title of affiant)

(Corporate Seal)

R# 128-07

RESOLUTION AWARDING TWO YEAR CONTRACT FOR ROAD MAINTENANCE MATERIALS

WHEREAS, the City of Long Branch advertised to receive bids on May 2, 2007, for a two year contract for road maintenance materials, and the following bids were received:

Stavola Asphalt Co., Inc. (No bid Item 7, bid on Items 1-4 pick-up only, items 5-7 pick-up/delivered)	**$306,350**
Trap Rock Industries, Inc. (Bid for Items #3, 5 & 6 only)	**$26,570**

WHEREAS, the bid documents were reviewed by the Purchasing Agent and found to be in order, the Public Works Director has recommended that the bid be awarded to the low bidder on a line item basis; 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 Capital Budget, Road Improvements, Appro. #C-04-078-601, in an amount not to exceed $7,266, and 2007 Budget, Department of Public Works, Division of Streets, Appro. # 7-01-052-372, in an amount not to exceed $21,000, with continuation of the contract contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2008 and 2009 Budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that two year contracts be awarded as follows:

1) **Stavola Asphalt Company, Inc.**, for Items #1 (I-5 Hot Mix), #2 (I-2 Stabilized Base Mix), #4 (High Performance Cold Patch), #5 (Blended Stone), #6 (Clean Stone), #8 (Recycled Crushed Concrete), in accordance with the bid specifications and proposal, **for a sum not to exceed $275,050**.

1) **Trap Rock Industries, Inc.** , for Item #3 (cold patch), in accordance with the bid specifications and proposal, **for a sum not to exceed $10,470.**

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

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

TWO YEAR CONTRACT FOR
ROAD MAINTENANCE MATERIALS

Said contract being made as follows:

STAVOLA ASPHALT COMPANY, INC.	**$275,050***
TRAP ROCK IND., INC.	**$ 10,470***

Said funds being available in the form of:

2007 BUDGET
DEPARTMENT OF PUBLIC WORKS
DIVISION OF STREETS
APPRO. #5-01-052-372 **$36,000**
CAPITAL BUDGET
ORD. #26-03
PAVING & DRAINAGE IMPROVEMENTS
APPRO. #C-04-078-601 **$7,266**

***CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS THROUGH APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND/OR PROVISION OF ADEQUATE FUNDS IN THE 2008 AND 2009 BUDGETS.**

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

5/3/07
Date

CITY OF LONG BRANCH
Bid Tally Form

Bid: ROAD MAINTENANCE MATERIALS

Attended: _____

Date: MAY 2, 2007

		Bidder #		Bidder #		Bidder #	
Documents		**STAVOLA ASPHALT CO., INC.**		**TRAP ROCK IND., INC.**			
Bid Security-Bond/Cert. Check		X		X			
Consent of Surety		X		X			
Non-Collusion Affidavit		X		X			
Corp. Declaration		X		X			
Business Registration		X		X			
Receipt of Addenda		X		X			
Affirmative Action		X		X			
Public Works Contractor Cert.							
Insurance		X		X			
Other							
Description		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
I-5 HOT MIX-4500 tons	1	$41.5 Pick-up only	$186,750.00	No Bid			
I-2 STABILIZED BASE -1000 tons	2	$40.00 Pick-up only	$40,000.00	No Bid			
COLD PATCH-200 tons	3	$60.00 Pick-up only	$12,000.00	$52.35 Delivered	$10,470.00		
HI-PROFORMANCE COLD PATCH- 200 tons	4	$95.00 Pick-up only	$19,000.00	No Bid			
STONE-3/4" QUARRY BLEND 500 tons	5	$7.00/$13.65 P-U/DEL-BB	$6,825.00	$14.35 Delivered	$7,175.00		
		$13.75/$17.05 P-U/DEL-TF	$8,525.00				
STONE-3/4" CLEAN 500 tons	6	$7.00/$13.65 P-U/DEL-BB	$8,825.00	$17.85 Delivered	$8,925.00		
		$18.25/$21.55 P-U/DEL-TF	$10,775.00				
ICE CONTROL ABRASIVE 200 tons	7	No Bid		No Bid			
RECYCLED CRUSHED CONCRETE-1000 tons	8	$7.00/$13.65 P-U/DEL-TF	$13,650.00	No Bid			
Alt.1-bagged Hi-Prof. Cold Patch		No Bid		No Bid			
TOTAL BID PRICE			$306,350.00		$26,570.00		
Remarks: **Bid Award:** **Stavola-Items #1,2,4,5,6,8** **TrapRock-Item#3**		Total bid price included product from both Boundbrook & Tinton Falls facilities for Items 5&6. Award based upon product from Boundbrook facility					

Rev. 6/05

Kathy Schmelz

From: "Joan Bennett" <jbennett@ci.long-branch.nj.us>
To: "Kathy Schmelz" <kschmelz@ci.long-branch.nj.us>
Cc: "Fred Migliaccio" <fmigliaccio@ci.long-branch.nj.us>
Sent: Thursday, May 03, 2007 11:51 AM
Attach: header.htm
Subject: ROAD MAINTENANCE MATERIALS BID RECOMMENDATION

E-MAILING PER FRED'S REQUEST.

I HAVE REVIEWED THE BIDS REGARDING ROAD MAINTENANCE MATERIALS. IT IS MY RECOMMENDATION THAT THE BID BE AWARDED TO THE LOW BIDDER ON A LINE ITEM BASIS AS FOLLOWS:

STAVOLA ASPHALT $306,350.00
ITEMS 1 THROUGH 4: PICK UP ONLY
ITEMS 5 THROUGH 7: PICK UP AND DELIVERY

TRAP ROCK $26,570.00
ITEMS 3, 5 AND 6 ONLY

R# 129-07

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 May 8, 2007.

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 _____, 2007

_____
Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of May 8, 2007. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

A & M Industrial Supply	Tools for Traffic Dept.		1,112.36	
A T & T	Utilities - Telephone - 4/9/2007 - Various Locations	*	23.67	
A.C. Moore	Supplies for Various Events - Senior Affairs		374.06	
A.R. Communications	Repair Pagers - Fire Dept.		352.45	
Absolute Fire Protection	Emergency Repair - Truck #25-4-90 - Fire Dept.		332.00	
Allied Diesel Service Corp.	Misc. Gaskets/Filters - Truck #25-8-85 - Fire Dept.		111.44	
American Payroll Assoc.	Membership Renewal - 5/31/07-5/30/08 - C. Fernandez - Comptroller's Office		165.00	
ASCAP	Licensing Fee - 1/01/07-12/31/07 - Building Dept.		284.00	
Ballys Park Place Hotel & Tower	Room Reservation - NJRPA's Annual Conference - 3/18-3/21/07 - C. Jennings - Recreation		324.00	
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - General Matters - Feb. / March 2007		1,632.50	Pymt #2
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Gateway - Feb. / March 2007		11,480.00	Pymt #1
Be Our Guest Entertainment c/o Mel Witschi	Entertainment for Afternoon Social - 4/24/2007 - Senior Affairs		250.00	
Beachwood Canvas Works	Tarps for OEM Trucks	*	1,344.87	
Bette White Fernandez	Tap Dance Instruction - 4/13 & 4/20/2007 - Senior Affairs		64.00	
Bigelow Motors	Misc. Parts - Police Vehicle #1 - DPW		66.43	
BVDA	Various Supplies for Forensic Inventory - Police Dept.		974.85	
Campbell Foundry	Misc. Equipment for Manahassett Creek Park - Community Dev.		1,556.00	
Carl F. Jennings / Beach Badges Change Fund	2007 Beach Badge Opening Bank - Recreation	*	500.00	
Central Towing & Recovery	Towing - 4/4/2007 - LBB #2 - DPW		48.50	
Century Office Products	Copier Maintenance - Various Locations		7,306.00	
Charles Shirley	Reimbursement - (4) Cell Phone Cases - OEM		64.16	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	20,636.91	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	175,823.77	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	765,860.25	
City of Long Branch Current Account	Transfer of Funds	*	1,000,000.00	
City of Long Branch Current Account	Transfer of Funds	*	2,000,000.00	
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	30,268.89	
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	735,591.36	
Clayton Block	Mason Materials - March 2007 - DPW		131.80	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

CMF	Copier/Printer Paper - Police Dept. / Finance Dept.		959.66	
Coast Cities	2007 Tandem Body - DPW		13,827.00	
Coast Hardware	Misc. Hardware - February / March 2007 - Various Depts.		890.86	
Comcast Online	Internet Service - 4/15-5/14/2007 - City Network	*	169.95	
Connelly-Campion-Wright	Insurance Renewal - 2/17/07-2/17/08 - Long Branch Arts Council		757.94	
Conte's Car Wash	Car Wash Contract - April 2007		1,156.50	
CWA Local 1034, Branch 4	Dental / Vision Benefits - May 2007	*	5,500.00	
Dawn Maghan	Yoga Instruction - 4/19/2007 - Senior Affairs		38.00	
Depot America	Misc. Parts for Dispatch Printer - Police Dept.		139.00	
Diamond Triumph Auto Glass	Replace Windshield - PD #27 - DPW		218.62	
Difrancesco, Bateman, Coley & Assoc.	Legal Services Rendered - Conflict Attorney for Tax Appeals - January & February 2007		933.97	Pymt #1-2
Dunbar Concrete Products	Concrete Materials for Manahassett Creek Park - Community Dev.		2,390.00	
Dunkin Donuts / Baskin Robbins	Coffee/Donuts - County Health Officers Meeting - 4/17/2007 - Health Dept.		69.18	
East Coast Emergency Lighting	Strobes for Truck #25-56 - Traffic Dept.		343.66	
Edwards Tire	Tires - Various Vehicles - DPW		3,681.00	
Eric Reisher	Technical Support Services - February & March 2007 - Cable Commission		700.00	
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW		609.60	
Fire & Safety Services	Road Service - Repair Truck #25-7-75 - Fire Dept.		797.06	
Fort Dearborn Life Insurance	Life Insurance - May 2007	*	1,296.43	
General Service Admin./G.S.A. Fleet Mgmnt.	(2) 2004 Crown Vics. - Replacing PD #25 & #102 - Police Dept.	*	11,000.00	
Gerald Carroll	Reimbursement - Email Services - April / June 2007 - IT-Administration		29.97	
Global Gov't/Education Solutions	Various Computer Equipment - Various Depts.		3,670.90	
Gloria Winnick	Reimbursement for Mileage - First Quarter - Mayor's Office		20.80	
Grainger	Misc. Equipment - DPW		908.36	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Student Housing Issues - March 2007		787.50	Pymt #3
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - March 2007		1,228.60	Pymt #2
Health Net of New Jersey	Health Benefits - May 2007	*	90,866.08	
Hewlett Packard Govt. / Education Sales	Computer - Replacing Capt.'s Laptop - Police Dept.		827.00	
Hilsen Termite & Pest Control	Integrated Pest Control - April 2007		345.00	
Hoffman Equipment	Decal Kit for Crane - DPW		254.57	
Home Depot Credit Services	Various Building Materials - Various Depts.		2,102.26	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2007	*	16,142.83	
Horizon Blue Cross Blue Shield	Health Benefits - May 2007	*	219,625.15	
Hunter Jersey Peterbilt	Misc. Parts - Recycling #250 - DPW		238.35	
J & N Enterprises	Gas Tanks for Calabration of Meters on Trucks - Fire Dept.		372.87	
Jersey Central Power & Light	Utilities - Electric - 1/27-4/3/2007 - Various Locations	*	4,773.50	
Jersey Central Power & Light	Utilities - Electric - 2/27-4/19/2007 - Various Locations	*	39,201.70	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Jersey Rebuilding Service	Rebuild Alternator - Recycling #30 - DPW		149.33	
Kepwel Water	Monthly Cooler Rental - March 2007 - Administration		14.00	
Kleeners Warehouse	Janitorial Supplies - Various Depts.		415.88	
Lanigan Associates	Brass Collar - Disp. S. Pooler - Police Dept.		10.00	
Lee Battery Service	Batteries - DPW / Police Dept.		563.26	
Lesco	Chemicals - Various Parks / Locations - DPW		821.70	
Lowe's Credit Services	Various Building Materials - Various Depts.		47.95	
Maaco Auto Painting & Body Works Center	Paint Vehicle #25-940 - DPW		1,150.00	
MAFP/Carol Schwar	Registration - 2007 Spring Seminar - 4/12/2007 - J. Potyra - Health Dept.		55.00	
Maria Garcia-Malave	Spanish Interpreting Services - March 2007 - Municipal Court		360.00	
Mark R. Aikins	Legal Services Rendered - Redevelopment Conflict Attorney - February 2007		55.00	Pymt #2
Mazza & Sons	Recycling of Tires - March 2007 - DPW		385.70	
Metrocall	Pager Rental - 4/1-6/7/2007 - Various Depts.	*	99.57	
Mike Vogler	Reimbursement for Expenses - Laserfiche Seminar - 4/11-4/13/07 - Police Dept.		156.75	
Monmouth County Building Official Assoc.	2007 Membership Dues - S. Midose & E. Aras - Building Dept.		70.00	
Monmouth County Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 3/16-3/30/2007 - DPW		40,360.92	
Monmouth/Ocean Cnty Intelligence Bureau	2007 Membership Dues - Police Dept.		50.00	
Motor Vehicle Services	Motor Vehicle Title for Public Works Dump Truck	*	20.00	
Municipal Information Systems	Computer Program - Tracking of Developer Escrow Funds - Planning/Zoning Board		3,000.00	
National Environmental Health Assoc.	Registration - 2007 NEHA Conference - 6/18-6/21/2007 - J. Smith - Health Dept.		599.00	
Naylor's Auto Parts	Misc. Automotive Parts - Various Vehicles & DPW Stock		490.00	
New Jersey American Water	Utilities - Water - 2/5-4/10/2007 - Various Locations	*	1,063.78	
New Jersey American Water	Utilities - Water - 3/8-4/18/2007 - Various Locations	*	374.52	
New Jersey Natural Gas	Utilities - Gas - 2/15-4/18/2007 - Various Locations	*	26,761.09	
New Jersey Planning Officials	Registration - 2007 Training Program - 3/24/2007 - Planning/Zoning		442.50	
New Jersey State Agency for Surplus Property	Various Administrative Fees - Police Dept.		420.00	
NJ Prevention Network	Registration - 2007 Prevention Conference - 3/2/2007 - Various Detectives - Police Dept.		175.00	
NJ State Police - c/o Cpt. Carl Scrivani	Registration - Crime Scene Investigation - 4/9-5/18/2007 - P.O. Cattelona - Police Dept.		950.00	
Office Depot	Misc. Office Supplies - Various Depts.		1,370.95	
Otilia Silva	Portuguese Interpreting Services - March 2007 - Municipal Court		480.00	
Park Steel & Iron	Steel for Vehicle #213 - DPW		190.00	
Party Line	Tables/Chairs for Board of Ed. Election - 4/17/2007 - City Clerk		236.10	
Petro King Service	Service Call - Repair Gasoline Tank - DPW		278.00	
Photo Center of Brick	Misc. Camera Equipment - Fire Prevention		245.99	
Phyllis Salvato	Pain Management Instruction - 4/9 & 4/16/2007 - Senior Affairs		735.00	
Quality Communications	Repair Radio for P.O. Samol - Police Dept.		275.00	
Ram Hydraulics	(4) Hydraulic Hoses - DPW		1,342.32	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Ray's Sport Shop	Uniforms - P.O. Polk & P.O. Zotti - Police Dept.		1,680.20	
Registrar's Assoc. of NJ	Registration - Annual Spring Meeting - 4/24/2007 - A. Towns & L. Hurden - Health Dept.		60.00	
Rittenhouse-Kerr Ford	Misc. Automotive Parts - Vehicle #316 - DPW		379.38	
Route 23 Auto Mall	Misc. Automotive Parts - Police Vehicle #27 - DPW		188.23	
Saker Shoprites	Beverages for OEM / Fire Dept.		95.84	
Sanitation Equipment Corp.	Misc. Automotive Parts - Sanitation #60 - DPW		406.78	
Satellite Self Storage	Storage Fees - Delores Smith - May 2007 - School Project - Community Dev.		478.50	
Scientific Devices Dist.	Ink Cartridges for Senior Center		168.21	
Scoles Floorshine Industries	Janitorial Supplies - Various Depts.		2,078.23	
Seaboard Welding Supply	Welding Supplies & Industrial Gases for Municipal Garage - March 2007		337.70	
Sears Commercial One	Pressure Washer - Police Dept / Traffic Division		299.98	
Seaside Materials	Misc. Tools - DPW		269.85	
Siperstein's	Paint/Materials - February 2007 - DPW		599.45	
Sosmetal Products	Misc. Parts for DPW Stock		229.28	
Staples	Office Supplies - Youth Services / Police Dept.		28.84	
State Treasurer, Dept. of Local Govt. Services	RMC Certification - Kathy Schmelz - City Clerk	*	50.00	
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 3/30-4/12/2007 - Community Dev.	*	595.00	
Tanner North Jersey	Computer Workstation - Health Dept.		277.14	
TCTA Membership Services	2007 State Assoc. Membership - E. Mazzacco & C. Tomas - Tax Collector's Office		150.00	
The Link News	January / March Calendars - City Clerk		750.00	
The Peddler	Misc. Tools & Equipment for Bikes - Recreation / Police Dept.		2,035.65	
Thompson Design Group	Urban Design & Planning Services - General Matters - March 2007		595.95	Pymt #3
Total Lubrication Services & Supply	Anti-freeze for Municipal Garage		31.80	
U S Municipal Supply	D.O.T. Vests for DPW		502.50	
United Parcel Service	Ground Transportation - Various Depts.		80.49	
Verizon	Utilities - Telephone - 4/1-4/5/2007 - Various Locations	*	1,666.52	
Verizon	Utilities - Telephone - 4/1-4/11/2007 - Various Locations	*	9,076.57	
Vision Service Plan	Vision - May 2007	*	1,329.02	
W E Timmerman	Exhaust System - Sanitation #90 - DPW		529.38	
Wanna Window	Windows for Fire Headquarters		575.00	
Warshauer Electric Supply	Electrical Materials for Fire Headquarters		1,464.14	
Y-Pers	Wash Rags for Municipal Garage		127.50	
Zaf's Service Center	Gasoline for Police Motorcycles - February / March 2007 - DPW		100.96	
TOTAL CURRENT			**5,295,005.54**	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Satellite Self Storage	Storage Fees - Delores Smith - May 2007 - School Project - Community Dev.		478.50	
Sandy Hook Interiors	General Construction for Long Branch Library Improvements	*	19,200.00	Final Pymt.
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 3/30-4/12/2007 - Community Dev.	*	595.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	19,795.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	96,860.51	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus/Abbottsford Project - March 2007		5,457.00	Pymt #3
Thompson Design Group	Urban Design & Planning Services - Hotel Campus/Abbottsford - March 2007		2,956.45	Pymt #4
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Hotel Campus/Abbottsford - Feb. / March 2007		33,652.31	Pymt #2
TOTAL CAPITAL			**178,994.77**	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	979.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,790.15	
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	341.38	
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	4,448.77	
Vision Service Plan	Vision - May 2007	*	31.46	
Health Net of New Jersey	Health Benefits - May 2007	*	1,157.99	
Fort Dearborn Life Insurance	Life Insurance - May 2007	*	2.94	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2007	*	177.94	
Horizon Blue Cross Blue Shield	Health Benefits - May 2007	*	526.00	
Geese Chasers	Geese Maintenance & Control - Lake Takanassee to Takana Lake - April 2007		645.66	Pymt #1
TOTAL DOG			**13,101.29**	
Becker's Tree Service	Tree Removal at 240 Castlewall St. - Community Dev.		1,200.00	
Clayton Block	Mason Materials - Replacing Retaining Wall on Ocean & Atlantic Ave. - DPW		3,854.20	
Coast Hardware	Various Office Supplies - Community Dev.		70.13	
Conte's Car Wash	Car Wash Contract - April 2007		77.10	
Diamond Triumph Auto Glass	Replace Windshield - CD #98 - Community Dev.		210.00	
Barbara Heggie	Choral Instruction - 4/16/2007 - Senior Affairs/Community Dev.		25.00	
Sandy Hook Interiors	General Construction for Long Branch Library Improvements	*	9,494.84	Final Pymt.
City of Long Branch Clearing Account	Reimburse Clearing Account	*	9,494.84	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,622.32
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,910.46
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	350.81
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	4,559.65
Freehold Soil Cons Dist.	Soil Erosion & Sediment Control Plan - Cherry Street Park	*	890.00
Vision Service Plan	Vision - May 2007	*	25.52
Health Net of New Jersey	Health Benefits - May 2007	*	1,157.99
Fort Dearborn Life Insurance	Life Insurance - May 2007	*	9.80
Horizon Blue Cross Blue Shield	Dental Benefits - May 2007	*	147.76
Horizon Blue Cross Blue Shield	Health Benefits - May 2007	*	1,362.03
TOTAL HUD			**45,462.45**

Ambar I. Abelar, Esq.	Assigned Council - St. vs. Victoria Labriola - 12/20/2006 - Municipal Court		200.00
Martin J. Arbus, Esq.	Legal Services Rendered - March 2007 - Planning Board		1,350.00
Coast Hardware	Misc. Hardware - February / March 2007 - DPW		195.46
Danielle Golba & Assoc.	Professional Services Rendered - January / April 2007 - Zoning Board		980.00
Lawmen Supply	Misc. Equipment - Police Dept.		799.95
Phillips, Preiss, Shapiro & Assoc.	Professional Services Rendered - 12/11/06 & 3/13/07 - Planning / Zoning Board		1,930.00
Schoor Depalma	Professional Services Rendered - January & February 2007 - Planning Board		20,926.50
Siperstein's	Paint/Materials - February 2007 - DPW		92.39
E M Waterbury & Assoc.	Engineering Services Rendered - 7/31/2006 - Zoning Board		214.50
Beach House Condos	Outside Police Overtime		227.72
Mary Cianflone	Outside Police Overtime		179.45
Ohel Simha Congregation	Outside Police Overtime		161.10
Samuel F. Sestito	Outside Police Overtime		30.09
Soprano Productions	Outside Police Overtime		504.25
St. Michaels Church	Outside Police Overtime		122.10
McGuire Assoc.	Appraisals for Various Properties - Broadway Arts Center Project - 12/29/2006		10,000.00
Sandy Hook Interiors	General Construction for Long Branch Library Improvements	*	10,104.96
City of Long Branch Clearing Account	Reimburse Clearing Account	*	10,104.96
City of Long Branch Clearing Account	Reimburse Clearing Account	*	21,621.37
City of Long Branch Clearing Account	Reimburse Clearing Account	*	11,348.42
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	238.76
City of Long Branch Payroll Agency	Payroll Dated 4/20/2007	*	11,109.66

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

NJ Dept. of Labor/Div. Of Employer Accts.	Unemployment - First Quarter - March 2007	*	21,213.28	
City of Long Branch Payroll Agency	Unemployment - April 2007	*	1,117.31	
Orlando Benitez	Moving Benefit - Broadway Arts Center - Community Dev.	*	225.00	
Vision Service Plan	Vision - May 2007	*	12.76	
Health Net of New Jersey	Health Benefits - May 2007	*	1,637.47	
Fort Dearborn Life Insurance	Life Insurance - May 2007	*	0.98	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2007	*	73.88	
Mark R. Aikins	Legal Services Rendered - Beachfront South - March 2007		418.00	Pymt #3
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Broadway Arts Center - March 2007		502.45	Pymt #3
Thompson Design Group	Urban Design & Planning Services - Beachfront South - March 2007		608.37	Pymt #3
Thompson Design Group	Urban Design & Planning Services - Broadway Arts Center - March 2007		160.81	Pymt #4
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Beachfront South - January / March 2007		415.00	Pymt #1
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Arts Center - February / March 2007		3,777.50	Pymt #2
TOTAL TRUST OTHER			**132,604.45**	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

040318102-03GD

Green Acres Program
State House Commission
Pre Application

City of Long Branch

RESOLUTION
130-07

RESOLUTION SUPPORTING THE STATE HOUSE COMMISSION APPLICATION TO THE NJDEP GREEN ACRES PROGRAM FOR THE PROPOSED DIVERSION OF PORTION OF OCEAN AVENUE R.O.W. BETWEEN BRIGHTON AVENUE TO WEST END AVENUE, BETWEEN HOWLAND AVENUE TO S. BATH AVENUE AND BETWEEN MADISON AVENUE TO OCEAN TERRACE

WHEREAS, Ocean Avenue R.O.W. between Brighton Avenue to West End Avenue, Between Howland Avenue to S. Bath Avenue and Between Madison Avenue to Ocean Terrace is part of the City of Long Branch, Part of Ocean Avenue R.O.W. which is encumbered with restrictions against disposal or diversion from recreation and conservation uses under the New Jersey Department of Environmental Protection Green Acres Program; and

WHEREAS, in conjunction with the proposed diversion of a portion of Ocean Avenue R.O.W. between Brighton Avenue to West End Avenue, Between Howland Avenue to S. Bath Avenue and Between Madison Avenue to Ocean Terrace to be opened to the public for motor vehicle traffic, it is necessary to submit a Resolution affirming City of Long Branch support of the application to the State House Commission for the diversion of a portion of Ocean Avenue R.O.W. between Brighton Avenue to West End Avenue, Between Howland Avenue to S. Bath Avenue and Between Madison Avenue to Ocean Terrace; and

WHEREAS, the area to be diverted/disposed of comprises 3.10 acres in order to provide increase access to the waterfront and to increase the open space area by two times.

WHEREAS, City of Long Branch agrees to compensate for the diversion or disposal by donating Block 304.06, Lots 1.01; 1.02; 1.03; & 1.04; Walking/Bike Path located along the East Side of Ocean Boulevard from Franklin Terrace to Block 301.01, Lot 19.02, and the East Side of Ocean Boulevard from N. Bath Avenue to Morris Avenue comprised of 6.19 acres; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, State of New Jersey as follows:

The City of Long Branch supports the application for the diversion of a portion of Ocean Avenue R.O.W. between Brighton Avenue to West End Avenue, Between Howland Avenue to S. Bath Avenue and Between Madison Avenue to Ocean Terrace to the State House Commission.

DATE:

City of Long Branch

BY:_____

ATTEST:_____

R# 131-07

RESOLUTION CERTIFYING CITY OF
LONG BRANCH TAX LEVY - BOARD OF EDUCATION

WHEREAS, based on election results from the April 17, 2007 Board of Education election, it appears that the general fund tax levy for the base budget of the City of Long Branch School District has been defeated by the voters; and

WHEREAS, it is the responsibility of the municipal governing body to certify the taxes to the County Board of Taxation; and

WHEREAS, the municipal governing body may certify the original amounts which appeared on the ballot; and

WHEREAS, the City of long Branch has a minimum tax levy in the amount of $30,356,657 which equals an amount sufficient for district spending at parity when added to certain state aids; and

WHEREAS, an Abbott district cannot reduce its tax levy until it exceeds that level of spending and the district is spending at parity.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby certify the amount of $30,356,657 which was the original general fund tax levy on the ballot and the amount of the general fund tax levy being certified by the City Council for the base budget.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MONMOUTH COUNTY OFFICE
3680 Highway 9, Fourth Floor
P.O. Box 1264
Freehold, New Jersey 07728-1264
732/431-7810 * Fax: 732/577-0679

LUCILLE E. DAVY, COMMISSIONER
EUGENIA E. LAWSON, COUNTY SUPERINTENDENT

JON S. CORZINE, GOVERNOR

April 18, 2007

Cathy

(732) 222-8131

Irene A. Joline, RMC
Municipal Clerk
City of Long Branch
344 Broadway
Long Branch, NJ 07740

RE: City of Long Branch School District

Dear Ms. Joline:

Based on unofficial election results, it appears that the general fund tax levy for the base budget of the City of Long Branch School District has been defeated by the voters at the annual school election. In order to facilitate the municipal review process set forth in N.J.S.A. 18A:22-37, the local board of education has been *encouraged* to present an official copy of its 2007-08 budget and required supporting documentation to the municipal governing body by Thursday, April 19, 2007 (two days after the election). Pursuant to N.J.S.A. 18A:22-37, the board is *required* to present these materials by Wednesday, April 25, 2007 (two days after official certification of election results).

The municipal governing body must consult with the board of education as soon as possible. I will contact the municipal and school district officials to review defeated budget procedures and, where appropriate, provide assistance to the parties in resolving the budgetary issues prior to formal action by the governing body.

If either the board of education or municipal governing body, or both, will have a majority present at the meeting, then the meeting must be publicly announced and advertised according to the "Open Public Meetings Act" by the body(ies) with the majority present.

It is the responsibility of the municipal governing body to certify the taxes to the County Board of Taxation. The municipal governing body may certify the original amounts which appeared on the ballot or they may certify a reduced amount, which, however may not be less than the minimum tax levy to implement the order of the Supreme Court of New Jersey in Abbott v. Burke to achieve parity in regular per pupil spending with the average regular per pupil spending of districts in District Factor Groups "I" and "J". The City of Long Branch has a minimum tax levy in the amount of $30,356,657 which equals an amount sufficient for district spending at parity when added to certain state aids. An Abbott district cannot reduce its tax levy until it exceeds that level of spending. The district is spending at parity. Since the amount on

the ballot was the required minimum tax levy, the municipal governing body must certify that amount.

The municipal body's decision must be in the form of a resolution and should be forwarded, **no later than Monday, May 21, 2007 to:**

a. Board of Education

b. County Superintendent of Schools

It is essential that your resolution certifying the tax levies contain at least the following information:

General Fund

a. original general fund tax levy on ballot for base budget

b. amount of general fund tax levy being certified by municipal government for base budget

c. additional general fund tax levy separately approved by the voters

If I can be of any further assistance, please feel free to contact my office.

Sincerely,

Eugenia E. Lawson
Monmouth County Superintendent of Schools

EEL:hh

Enclosure (Municipal Letter Attachment)

c: Adam Schneider, Mayor
James G. Aaron, Municipal Attorney
Joseph M. Ferraina, Chief School Administrator
Peter Genovese, School Business Official
R. Armen McOmber, School Board Attorney