

WORKSHOP SESSION

CITY COUNCIL

AUGUST 14, 2007

6:00 P.M.

- 1 - ENGINEER STATUS REPORT - RICK BROWN
 - 2 - REVIEW OF TRAFFIC ORDINANCES / DIRECTOR RICHARDS
 - A) RIGHT TURN ONLY - INDIANA & BATH AVENUES
 - B) PARKING PROHIBITED - SECOND AVE. NEAR GARFIELD AVE.
- (LISTED ON REGULAR MEETING AS TENTATIVE)
- 3 - REVIEW OF REGULAR MEETING AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

AUGUST 14, 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*

READING AND APPROVAL OF PREVIOUS MINUTES:

JULY 24, 2007

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

#29-07 AN ORDINANCE ON PIER VILLAGE LAND EXCHANGE
(INTRODUCED: JULY 24, 2007)

**ORDINANCES FOR INTRODUCTION:
PUBLIC HEARING SCHEDULED FOR AUGUST 28, 2007**

#30-07 AN ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION FOR THE ENGAGEMENT OF SPECIAL CONSULTANTS FOR THE PREPARATION OF A MASTER PLAN OR PLANS TO CONFORM WITH PLANNING LAWS OF THE STATE OF NEW JERSEY IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY

#31-07 AN ORDINANCE REVISING THE ZONING MAP OF THE CITY OF LONG BRANCH AS TO PROPERTY LOCATED IN THE AREA OF WESTWOOD AVENUE AND JEFFREY STREET

(TENTATIVE) #32-07 AN ORDINANCE AMENDING 325-38 OF THE CITY OF LONG BRANCH ENTITLED SCHEDULE XII RIGHT TURN ONLY TO DESIGNATE CERTAIN DIRECTIONS OF TRAVEL FROM THE INTERSECTION OF INDIANA AND BATH AVENUE AS RIGHT TURN ONLY

(TENTATIVE) #33-07 AN ORDINANCE AMENDING 325-26 OF THE CODE OF THE CITY OF LONG BRANCH ENTITLED SCHEDULE II PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS OF THE CODE OF THE CITY OF LONG BRANCH TO PROHIBIT PARKING ON SECOND AVENUE AT OR NEAR ITS INTERSECTION WITH GARFIELD AVENUE

PUBLIC PARTICIPATION:

RESOLUTIONS:

R213-07 RESOLUTION ACCEPTING DONATION OF A VAN FROM THE LONG BRANCH HOUSING AUTHORITY

R214-07 RESOLUTION APPOINTING SPECIAL POLICE OFFICERS FOR THE CITY OF LONG BRANCH

R215-07 RESOLUTION MUNICIPAL RECYCLING TONNAGE GRANT

R216-07 RESOLUTION ANNUAL REPORT OF 2006 AUDIT

R217-07 RESOLUTION APPROVING LIQUOR LICENSE FOR THE 2007/2008 LICENSING TERM

R218-07 RESOLUTION AUTHORIZING CONTRACT FOR A MUSICAL PERFORMANCE FOR SUMMER ENTERTAINMENT 2007

R219-07 RESOLUTION PLACE TO PLACE EXPANSION OF PREMISE FOR CASA COMIDA, 336 BRANCHPORT AVENUE, LONG BRANCH, NJ

R220-07 RESOLUTION AMENDING RESOLUTION #112-07 REQUESTING AN INCREASE TO THE UEZ APPROVED PROJECT TO ESTABLISH CLEAN SIDEWALKS IN URBAN ENTERPRISE ZONES WITHIN THE CITY OF LONG BRANCH

R221-07 RESOLUTION APPROVAL PAYMENT OF BILLS

R222-07 RESOLUTION AWARDDING BID FOR ANNUAL CONTRACT FOR AGRICULTURALLY- TREATED ROCK SALT

R222-07 RESOLUTION AWARDING BID FOR ANNUAL CONTRACT FOR AGRICULTURALLY- TREATED ROCK SALT

R223-07 RESOLUTION AWARDING BID FOR LEASE/PURCHASE OF LAW ENFORCEMENT VEHICLES FOR THE PUBLIC SAFETY DEPARTMENT

R224-07 RESOLUTION SPECIAL ITEM OF REVENUE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT \$30,566.00

R225-07 RESOLUTION AUTHORIZING REIMBURSEMENT OF CERTAIN AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASON OF 2006-2007 AND STREET LIGHTING COSTS INCURRED DURING THE YEAR 2007

R226-07 RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

APPLICATIONS:

1. APPROVAL OF A RAFFLE LICENSE FOR ST. MICHAELS CHURCH
2. APPROVAL OF A RAFFLE LICENSE FOR ST. JEROME PTA
3. APPROVAL OF SAM SIRIANNI AS HONORARY/CHAPLAIN OF THE BRANCHPORT HOSE CO. # 3
4. TRANSFER OF A TAXI OWNERS LICENSE FROM MURAT TAN TO MUSTAFA YAMAN

REDEVELOPMENT:

UPDATE - MR. AARON (TENTATIVE)

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

Long Branch, New Jersey
ORDINANCE NO. 29-07

AN ORDINANCE ON PIER VILLAGE LAND EXCHANGE

WHEREAS, the City of Long Branch (the "City") desires to exchange certain land it owns in the Pier Village Section of the Ocean-Broadway Redevelopment Area for certain land currently owned by the designated redeveloper for Phase II, Pier Village Applied LWAG, LLC (the "Redeveloper") as set forth in the fifth Recital hereof;

WHEREAS, the purpose of the land exchange is (i) to provide the City with additional land currently owned by Redeveloper to create a continuous passive recreation area along Ocean Boulevard between Melrose Terrace and Laird Street and (ii) to provide the Redeveloper with additional land currently owned by the City to facilitate a diminimus expansion of a proposed parking garage Redeveloper plans to construct to accommodate additional public parking as approved by the Long Branch Planning Board on April 17, 2007.

WHEREAS, after the exchange of land between the City and the Redeveloper, the City will have a net gain of approximately .32 acres of vacant land;

WHEREAS, as additional consideration for the land exchange, the Redeveloper will landscape New Lot 2.04 (as hereinafter defined) and to provide sitting areas, a bike path and a pedestrian path in keeping with the design of the existing passive recreation area long Ocean Boulevard between Chelsea Avenue and Laird Street;

WHEREAS, in order to accomplish the exchange of land, the following steps will be undertaken:

- (i) The City will convey Lot 1.03 in Block 290.01 (more particularly described on Exhibit A annexed hereto ("Old Lot 1.03"), consisting of approximately .41 acres of vacant land to the Redeveloper;
- (ii) Immediately after said conveyance of Old Lot 1.03, the Redeveloper will file the Map Major Subdivision Pier Village Phase 2 dated September 30, 2005 last revised March 8, 2007 (the "Subdivision Map") in the Long Branch City Clerk's Office;
- (iii) Immediately after the filing of the Subdivision Map, the Redeveloper will convey Lot 1.09 in Block 290.01, more particularly described on Exhibit B annexed hereto, consisting of approximately .41 acres of vacant land ("New Lot 1.09");
- (iv) Simultaneously with the conveyance by the City of Old Lot 1.03 to the Redeveloper and prior to the filing of the Subdivision Map, the City will convey Lot 2.01, Block 225, more particularly described on Exhibit C annexed hereto, consisting of approximately .20 acres of vacant land ("Old Lot 2.01")

- (v) Simultaneously with conveyance of New Lot 1.09 and immediately after the filing of the Subdivision Map, Redeveloper will convey Lot 2.04, Block 225.03, more particularly described on Exhibit D annexed hereto, consisting of approximately .52 acres ("New Lot 2.04").

WHEREAS, after the aforesaid five steps have been undertaken, the City will own an additional .32 acres of land along Ocean Boulevard;

WHEREAS, the City has determined that Old Lot 1.03 and Old Lot 2.01 are not required for public use and that this Ordinance has been properly advertised in a newspaper circulating in the City of Long Branch.

WHEREAS the value of the property owned by the City of Long Branch to be deeded to the developer is \$396,000.00 as certified to by the tax assessor of the City of Long Branch for 2007 and;

WHEREAS the value of the property to be conveyed to the City of Long Branch as a result of this property swap is \$636,000.00 as certified to by the tax assessor of the City of Long Branch for the year 2007;

WHEREAS, this property swap complies with the requirements of N.J.S.A. 48:12-16;

WHEREAS, the City and the Redeveloper will memorialize the Redeveloper's obligation to landscape and provide the sitting areas and pathways on New Lot 2.04 in an amendment to the Redevelopment Agreement between Redeveloper, the City, Pier Village Development I, LLC and Pier Village Development II, LLC dated as of February 23, 2000, as amended (the "Redevelopment Agreement").

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Long Branch that the Mayor and City Council convey Old Lot 1.03 and Old Lot 2.01 to Redeveloper, that the Mayor and City Council accept the dedication of New Lot 1.09 and New Lot 2.04 from the Redeveloper and the Redevelopment Agreement be amended to effectuate the forgoing.

BE IT FURTHER ORDAINED, that the Mayor and City Clerk are authorized to execute all necessary documents with regard to the conveyance and acceptance of the aforesaid lots and the amendment of the Redevelopment Agreement.

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

INTRODUCED: July 24, 2007

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

I, Irene A. Joline, City Clerk of the City of Long Branch, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of an ORDINANCE Chapter No. _____ which was finally adopted by the City Council at a meeting held on the _____ day of _____, 2007.

CERTIFIED BY ME THIS _____ DAY OF _____, 2007.

IRENE A. JOLINE, CITY CLERK

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30-07

AN ORDINANCE AUTHORIZING A SPECIAL
EMERGENCY APPROPRIATION FOR THE
ENGAGEMENT OF SPECIAL CONSULTANTS
FOR THE PREPARATION OF A MASTER PLAN
OR PLANS TO CONFORM WITH PLANNING
LAWS OF THE STATE OF NEW JERSEY IN
AND BY THE CITY OF LONG BRANCH, IN
THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, N.J.S.A. 40A:4-53 provides that a municipality may adopt an Ordinance providing for a special emergency appropriation for the engagement of special consultants for the preparation of a master plan or plans to conform with planning laws of the State of New Jersey;

WHEREAS, the City Council of the City of Long Branch, in the County of Monmouth, New Jersey (the "City") has determined to engage a special consultant for the preparation of a master plan or plans to conform with planning laws of the State of New Jersey;

WHEREAS, the estimated cost is \$170,000; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY as follows:

Section 1. A special emergency appropriation in the sum of \$170,000 is hereby authorized for the purpose of engaging a special consultant for the preparation of a master plan or plans to conform with planning laws of the State of New Jersey.

Section 2. This Ordinance shall take effect upon final passage and ten days after publication thereof as provided by law.

Ordinance No.

31-07

ORDINANCE REVISING THE ZONING MAP OF THE CITY OF LONG BRANCH AS TO PROPERTY LOCATED IN THE AREA OF WESTWOOD AVENUE AND JEFFREY STREET

WHEREAS, the Planning Board of the City of Long Branch has recommended that the Council of the City of Long Branch amend its zoning map to correct a drafting error, specifically with regard to certain property located in the area of Westwood Avenue and Jeffrey Street, which property has been and should have been located in the City's C-3 zone but was incorrectly placed in the City's R-4 zone due to an error in the drafting of the zoning map; and

WHEREAS, it is clear that when the zoning map was reproduced at various dates, as evidenced by the attached, which depicts the subject area in previous zoning maps from 1963 and 1990, the designation of this area was inadvertently changed from C-3 to R-4 or from a commercial designation to a residential designation:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Long Branch that this certain area of property located in the area of Westwood Avenue and Jeffrey Street and more particularly described and defined by the attached zoning maps, is part of the C-3 zone, and thus the zoning map shall be amended to reflect the C-3 designation rather than the R-4 designation.

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

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

RESOLUTION

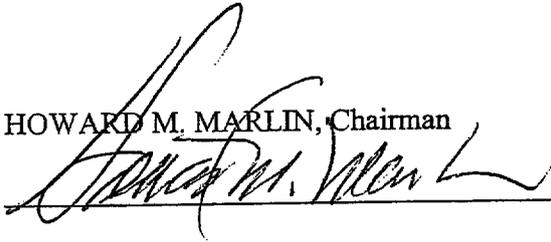
**TO RECOMMEND CHANGE TO CORRECT AN ERROR
IN THE ZONING MAP**

WHEREAS, The Planning Board of the City of Long Branch, was presented with a zone map and noted a drafting error with regard to a certain area of property located in the area of Westwood Avenue and Jeffrey Street and more particularly defined in the attached map which property should have been located in a C-3 zone and was incorrectly placed in a R-4 zone;

WHEREAS, a motion was made that the Planning Board recommend the change to the City Council to correct said error which was unanimously approved by said Board.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the City of Long Branch that it recommend to the City Council to make the change and place the appropriate property adjacent to Westwood Avenue and Jeffrey Street and more particularly defined in the attached map into the C-3 zone and remove it from the R-4 zone.

HOWARD M. MARLIN, Chairman



ATTEST:



KELLY KAEMMANN, Secretary

MOTION BY:

SECONDED BY:

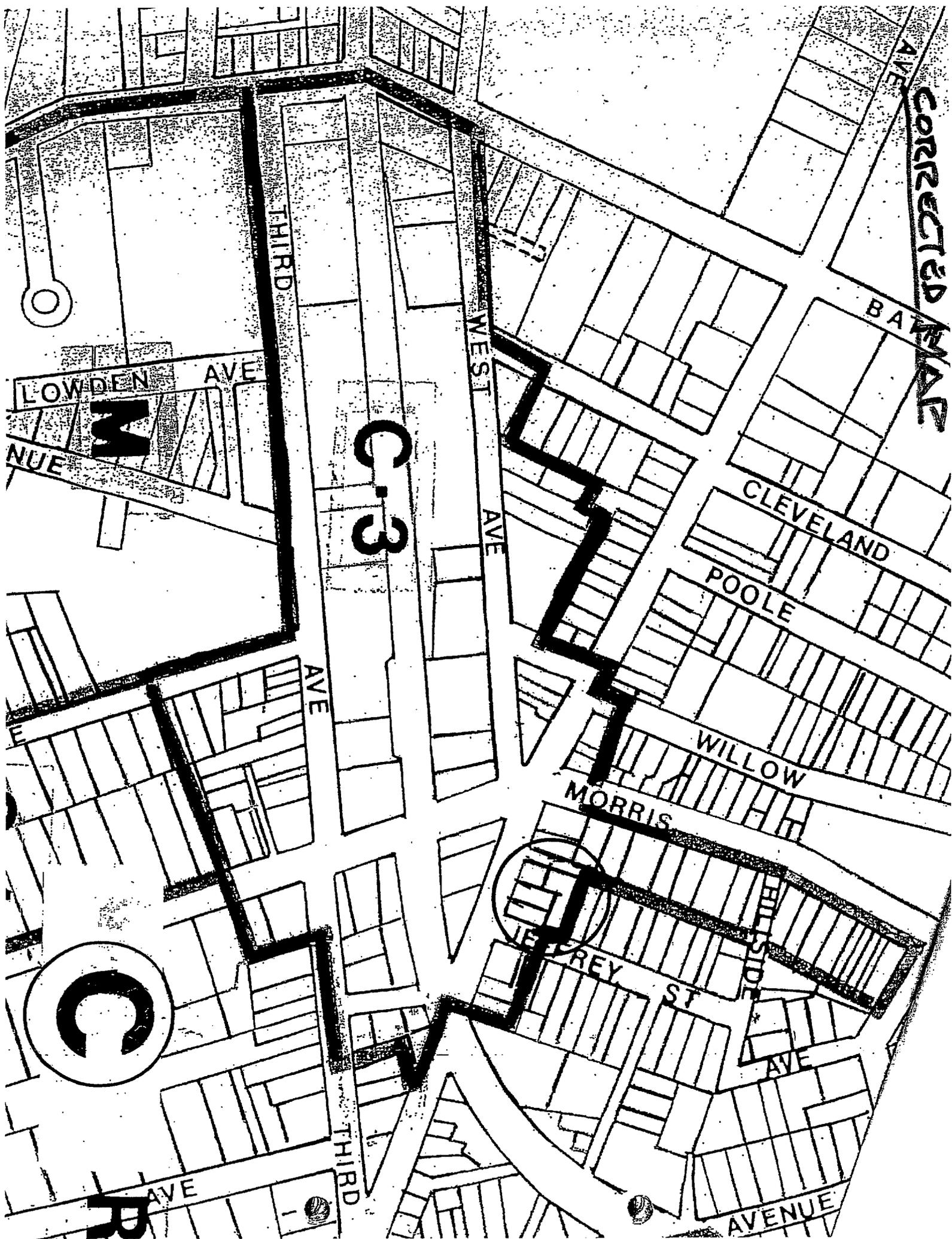
AYES:

NAYES:

ABSTAIN:

RESOLUTION MEMORIALIZED: 7/17/07

CORRECTED MAP



THIRD

LOWDEN AVE

WEST

BA

CLEVELAND

POOLE

WILLOW

MORRIS

HILLSIDE

GREY ST

AVE

THIRD

AVE

AVENUE

32-07

Ordinance No.

**ORDINANCE AMENDING §325-38. OF THE CITY OF LONG BRANCH ENTITLED
"SCHEDULE XII: RIGHT TURN ONLY." TO DESIGNATE CERTAIN DIRECTIONS OF
TRAVEL FROM THE INTERSECTION OF INDIANA AND BATH AVENUE
AS RIGHT TURN ONLY**

WHEREAS, the City of Long Branch has received permission from the New Jersey State Department of Transportation to create a right turn only on Indiana Avenue, northbound onto Bath Avenue from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:00 p.m., Monday through Friday; and

WHEREAS, the permission granted by the New Jersey State Department of Transportation to create a right turn only at this particular intersection was at the request and recommendation of the City of Long Branch Police Department in an effort to enhance pedestrian safety in the area; and

WHEREAS, it is the finding and recommendation of the City of Long Branch Police Department that an amendment to Ordinance §325-38 as set forth herein would increase safety and improve the efficiency of vehicles leaving Indiana Avenue, and that the amendment would increase the overall safety and welfare of the residents of the City of Long Branch:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Long Branch that §325-38 of the Code of the City of Long Branch be and is hereby amended to include the following:

Name of Street

Direction of Travel

Indiana Avenue

Northbound from Indiana Avenue to eastbound onto Bath Avenue from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m., Monday through Friday

BE IT FURTHER ORDAINED that upon adoption, a certified copy of this Ordinance shall be forwarded to the New Jersey State Department of Transportation for approval by the Commissioner of Transportation.

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

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR



**CITY OF LONG BRANCH
OFFICE OF THE DIRECTOR OF PUBLIC SAFETY**

344 BROADWAY
LONG BRANCH, NEW JERSEY 07740
(732) 222-1000
FAX (732) 728-0738

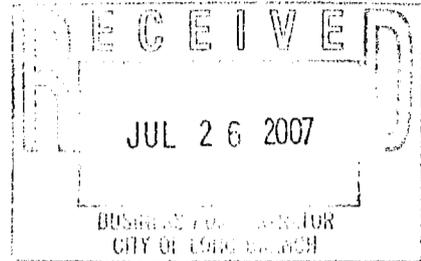


TO: Howard H. Woolley, Jr.
Business Administrator

FROM: William A. Richards
Director of Public Safety

DATE: July 24, 2007

RE: Indiana & Bath



Attached please find correspondence associated with a proposed right turn only ordinance for Indiana and Bath Avenues, covering time frames encompassing school opening and closing. I endorse this initiative by our Traffic Bureau and, assuming that you are also in agreement, would request that the matter be forwarded to the City Council.

A handwritten signature in black ink, appearing to read "W. A. Richards".

William A. Richards
Director of Public Safety

WAR/sam



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O.Box 600
Trenton, New Jersey 08625-0600

JON S. CORZINE
Governor

KRIS KOLLURI, Esq.
Commissioner

RIGHT TURN ONLY
Indiana Avenue and Bath Avenue
City of Long Branch
Monmouth County

July 18, 2007

Lieutenant Nicholas Bucciero
Traffic Safety Bureau
Long Branch City Police Department
344 Broadway
Long Branch, New Jersey 07740

Dear Lieutenant Bucciero:

This is in reference to your letter dated June 20, 2007, requesting this office to investigate the feasibility of establishing a Right Turn Only regulation on Indiana Avenue at the intersection of Bath Avenue in the City of Long Branch, County of Monmouth.

Based upon a field investigation conducted by this office, your request for the above referenced regulation has been found to be supported and can be recommended for approval.

Municipal Officials should now submit to this office a certified adopted ordinance to read substantially as follows:

RIGHT TURN ONLY:

No person shall make a turn at the below listed location other than a Right Turning Movement during the times specified.

<u>Intersection</u>	<u>Time</u>	<u>Movement Permitted</u>
Indiana Avenue and Bath Avenue	7am-9am and 2pm-4pm Monday-Friday	Northbound from Indiana Avenue to eastbound onto Bath Avenue

Upon receipt of the certified adopted Ordinance, we will be pleased to recommend approval to the Commissioner of Transportation.

Please be advised that unless this Regulation is enacted within the following three (3) year period, a resurvey shall be required.

Page 2
Lieutenant Nicholas Bucciero

Should you have any questions regarding this matter, please contact Mark Hiestand, Senior Traffic Investigator, at (609) 530-2848

Please enclose a copy of this letter with any further correspondence concerning this matter in order to expedite the process.

Sincerely,



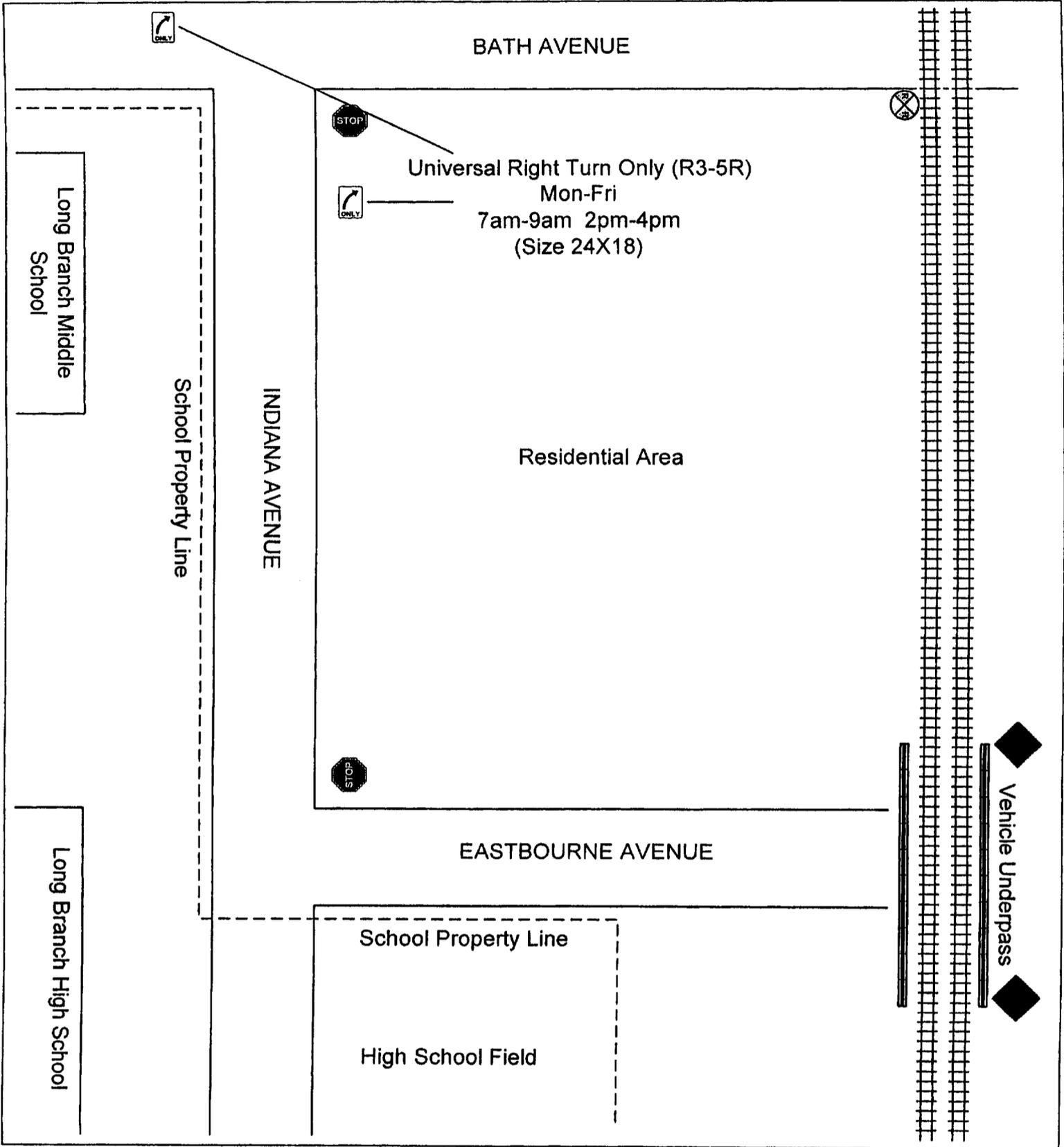
Roderick A. Gilmore
Project Engineer
Traffic Engineering & Investigations

C: William A. Richards, Director of Police

STATE OF NEW JERSEY
MOTOR VEHICLE CRASH DIAGRAM

Police Agency _____

Station _____ Case No. _____



NJTR-1B

Officer's Signature

Badge Number

33-07

Ordinance No.

ORDINANCE AMENDING §325-26. OF THE CODE OF THE CITY OF LONG BRANCH ENTITLED "SCHEDULE II: PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS." OF THE CODE OF THE CITY OF LONG BRANCH TO PROHIBIT PARKING ON SECOND AVENUE AT OR NEAR ITS INTERSECTION WITH GARFIELD AVENUE

WHEREAS, in accordance with the provisions of §325-3C of the Code of the City of Long Branch, §325-26 identifies those streets or parts of streets in the City of Long Branch where parking is currently prohibited; and

WHEREAS, the governing body of the City of Long Branch has consulted with the City's Police Department, which has determined that parking should be prohibited on Second Avenue at or near its intersection with Garfield Avenue based on a tendency for motorists' attention to focus on Ocean Boulevard traffic signals as opposed to the stop signs directly in front of them, and the problem is exacerbated by the oceanfront vista, which serves as a backdrop and potential distraction at that intersection; and

WHEREAS, in the interest of protecting the residents of the City of Long Branch and motorists who travel along Second Avenue near Garfield Avenue, the City of Long Branch Police Department has recommended that §325-26 of the Code of the City of Long Branch be amended to prohibit parking at Second Avenue and Garfield Avenue; and

WHEREAS, the Council of the City of Long Branch, having considered the recommendations of the City's Police Department, believes that such an amendment to the City's existing Ordinance §325-26 will serve to protect the general safety and welfare of residents of the City of Long Branch and motorists who use these streets:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Long Branch that §325-26 be and is hereby amended to prohibit parking on the following streets or parts of streets as follows:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Second Avenue	East	Beginning at the prolongation of the Northerly curbline of Garfield Avenue and extending 60 feet Northerly therefrom.
Second Avenue	West	Beginning at the prolongation of the

Northerly curbline of Garfield Avenue and extending 60 feet Northerly therefrom.

Second Avenue West

Beginning at the prolongation of the Southerly curbline of Garfield Avenue and extending 60 feet Northerly therefrom.

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

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR



**CITY OF LONG BRANCH
OFFICE OF THE DIRECTOR OF PUBLIC SAFETY**

344 BROADWAY
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FAX (732) 728-0738

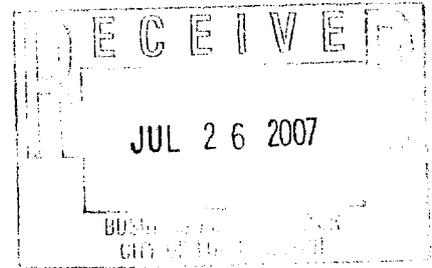


TO: Howard H. Woolley, Jr.
Business Administrator

FROM: William A. Richards
Director of Public Safety

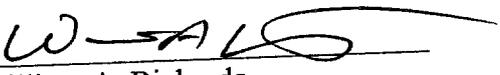
DATE: July 25, 2007

RE: Second and Garfield Avenues



Please see attached proposed No Parking ordinance, Garfield and Second Avenues. This has been identified as a problem intersection as there appears to be a tendency for motorist's attention to focus on Ocean Boulevard traffic signals, as opposed to the stop signs directly in front of them. The problem is exacerbated by the oceanfront vista, which serves as a backdrop at that intersection (East bound), and further arrests the attention of motor vehicle operators.

If you are in agreement with this proposal, could you kindly forward it to the City Council for their consideration?


William A. Richards
Director of Public Safety

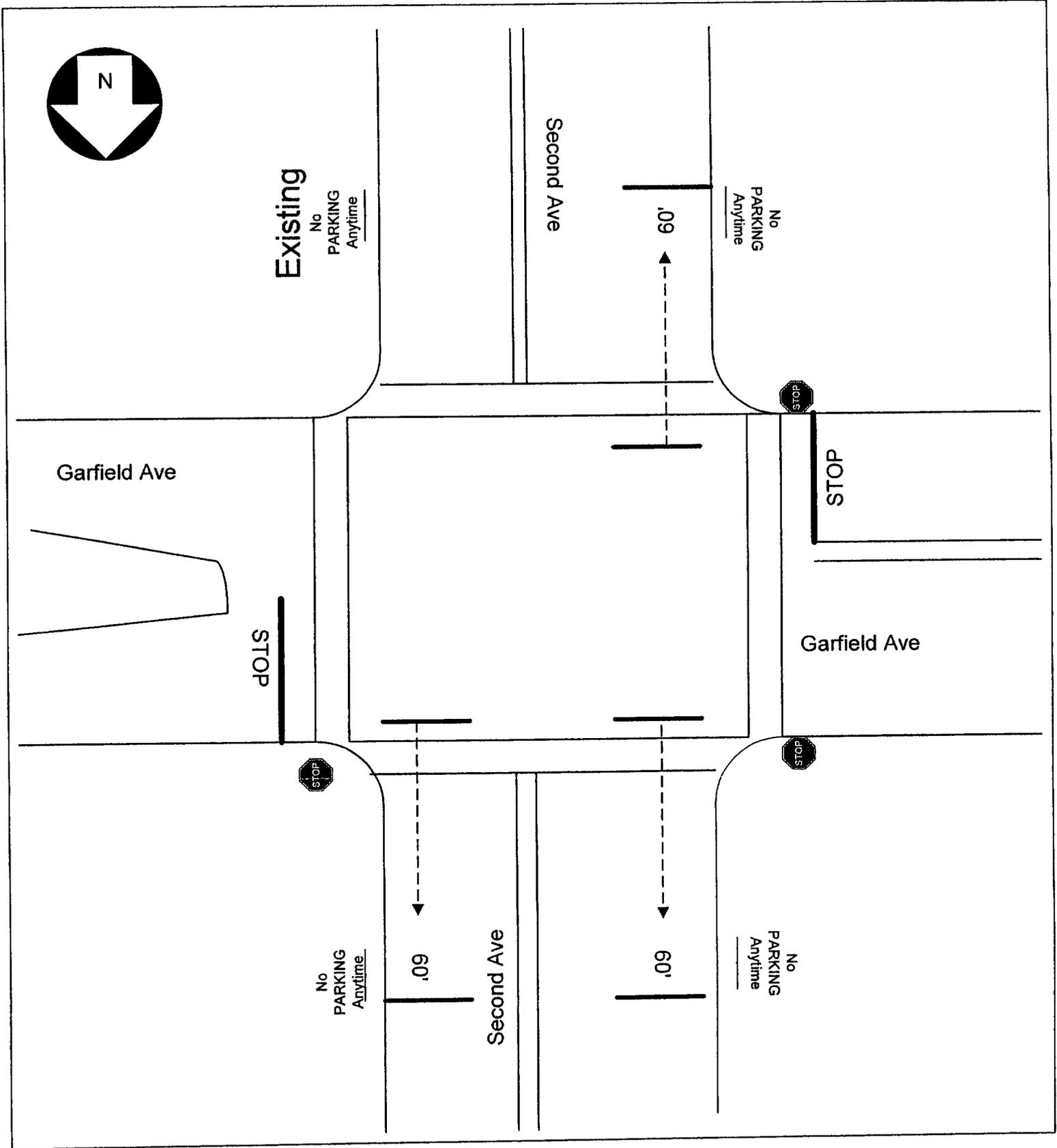
WAR/sam

Attach

STATE OF NEW JERSEY
MOTOR VEHICLE CRASH DIAGRAM

Police Agency _____

Station _____ Case No. _____



NJTR-1B

Officer's Signature

Badge Number

R# 213-07

**RESOLUTION ACCEPTING DONATION OF
A VAN FROM THE LONG BRANCH HOUSING AUTHORITY**

WHEREAS, the Long Branch Housing Authority wishes to donate one (1) 1997 Chevy CP3 Van to the City of Long Branch Police Department for crime prevention services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby accept and acknowledge the donation one 1997 Chevy CP3 Van from the Long Branch Housing Authority.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

RESOLUTION #	07-06-2007
DATE	07-18-2007
ITEM #	# 7

RESOLUTION AUTHORIZING THE CONVEYANCE OF A 1997 STABILIZATION VAN TO THE CITY OF LONG BRANCH POLICE DEPARTMENT FOR THE PURPOSES OF EMERGENCY MANAGEMENT AND POLICE INVESTIGATIONS ALL DEVELOPMENTS.

WHEREAS, the Long Branch Housing Authority is a duly organized entity operating and existing under the laws of the United States of the State of New Jersey; and

WHEREAS, the Commissioners of the Housing Authority of the City of Long Branch convened in a regular meeting on July 18, 2007; and

WHEREAS, the Long Branch Housing Authority purchased one (1) 1997 Chevy CP3 Van from the Newark Housing Authority in the amount of \$1,000.00 for the purposes of supporting the on-going collaboration with the City of Long Branch Police Department to offer crime prevention services; and

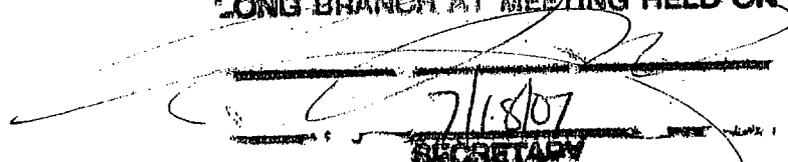
WHEREAS, the van will be used for the purposes of Emergency Management and Police Investigations all developments of the Long Branch Housing Authority; and

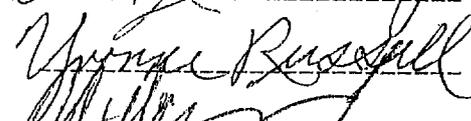
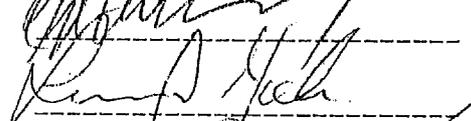
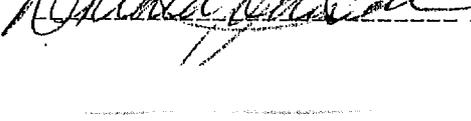
WHEREAS, upon acceptance of the vehicle from the City of Long Branch Police Department, the Police Department will refurbish and display the Long Branch Housing Authority Logo at their expense (City of Long Branch Police Department).

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Long Branch Housing Authority that they authorize to execute any and all documents necessary to effectuate the intentions of the within Resolution.


 Tyrone Garrett, Secretary Date 7/18/07

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE COPY AS ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF LONG BRANCH AT MEETING HELD ON


 7/18/07
 SECRETARY

-  7/18/07 Carl Jennings, Chairman
-  7/18/07 Yvonne Russell, Vice Chairman
-  7/18/07 Michael Winnick, Commissioner
-  7/18/07 Leonard Goldschein, Commissioner
-  7/18/07 Carmen Rivera Commissioner
-  7/18/07 Donald Covin, Commissioner
-  7/18/07 Dorthia Johnson, Resident Commissioner

R# 214-07

**RESOLUTION APPOINTING
SPECIAL POLICE OFFICERS FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individual as a Special Police Officer Class II for the City of Long Branch:

Julius P. DeRosa
Ryan Clark
Brian C. Dinero
Daniel R. Petrucelli
Joseph N. DeFilippis
Christopher G. Guy

BE IT FURTHER RESOLVED that the effective date of the appointment is August 7, 2007.

**MOVED:
SECONDED:**

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

R# 215-07

**RESOLUTION
MUNICIPAL RECYCLING TONNAGE GRANT**

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102 has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including, but not limited to making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants for the Calendar year 2006 will memorialize the commitment of this municipality to recycling and indicate the assent of City Council of the City of Long Branch to the efforts undertaken by the municipality from and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and filed.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that Long Branch hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates Fred Migliaccio, CPWM, 344 Broadway, Long Branch, NJ 07740, to ensure that the said application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

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

2006 Recycling Tonnage Report for
City of Long Branch

DATE	REP	TR	TONS	SECTOR	MATERIAL	DEPID	COUNTY	MUNIA	MARKETIN
13 27			146.67	C	Corrugated	01	Monmouth	Long Branch	WASTE MGT / RECYCLE AMERICA
13 27			278.91	C	Corrugated	01	Monmouth	Long Branch	WASTE MGT-ROLLOFF
13 27			114.09	C	Corrugated	01	Monmouth	Long Branch	COLGATE PAPER STOCK
13 27			93.42	C	Corrugated	01	Monmouth	Long Branch	JFD RECYCLING
13 27			217.30	R	Corrugated	01	Monmouth	Long Branch	GRS
13 27			18.25	C	Corrugated	01	Monmouth	Long Branch	FREEHOLD CARTAGE
13 27			10.39	C	Corrugated	01	Monmouth	Long Branch	STANDARD WASTE SVCS.
13 27			30.50	C	Corrugated	01	Monmouth	Long Branch	DELISA
13 27			401.25	C	Corrugated	01	Monmouth	Long Branch	SAKOUTIS
13 27				C	Corrugated	01	Monmouth	Long Branch	TRI-STATE CARTING
13 27			143.00	C	Corrugated	01	Monmouth	Long Branch	MARPAL
13 27			284.33	C	Mixed Office Paper	02	Monmouth	Long Branch	WASTE MGT
13 27			0.16	C	Mixed Office Paper	02	Monmouth	Long Branch	GIORDANO PAPER, NEWARK (VERIZON)
13 27			75.81	C	Mixed Office Paper	02	Monmouth	Long Branch	GRS
13 27			31.00	C	Mixed Office Paper	02	Monmouth	Long Branch	SHRED-IT, FAIRFIELD, NJ
13 27			8.20	C	Mixed Office Paper	02	Monmouth	Long Branch	DATA GUARD INC. DOCUMENT DESTRUCTION
13 27			15.02	C	Mixed Office Paper	02	Monmouth	Long Branch	JFD RECYCLING
13 27			143.00	C	Mixed Office Paper	02	Monmouth	Long Branch	MARPAL
13 27			622.87	C	Newspaper	03	Monmouth	Long Branch	WASTE MGT
13 27			533.06	R	Newspaper	03	Monmouth	Long Branch	GRS
13 27			0.80	C	Newspaper	03	Monmouth	Long Branch	DELISA
13 27			122.00	C	Newspaper	03	Monmouth	Long Branch	MARPAL
13 27			21.61	C	Newspaper	03	Monmouth	Long Branch	JFD RECYCLING
13 27				C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	MARPAL
13 27				C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	
13 27			327.52	R	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	WASTE MGT
13 27			1.39	C	Glass Containers	05	Monmouth	Long Branch	JFD RECYCLING
13 27			693.23	R	Glass Containers	05	Monmouth	Long Branch	GRS
13 27			0.30	C	Glass Containers	05	Monmouth	Long Branch	FREEHOLD CARTAGE
13 27			9.86	C	Glass Containers	05	Monmouth	Long Branch	DELISA
13 27			177.50	C	Glass Containers	05	Monmouth	Long Branch	MARPAL
13 27			126.32	C	Glass Containers	05	Monmouth	Long Branch	SAKOUTIS
13 27			15.59	R	Glass Containers	05	Monmouth	Long Branch	WASTE MGT.
13 27			25.75	C	Aluminum Containers	06	Monmouth	Long Branch	WASTE MGT
13 27			49.52	R	Aluminum Containers	06	Monmouth	Long Branch	GRS

2006 Recycling Tonnage Report for
City of Long Branch

13 27	0.02	C	Aluminum Containers	06	Monmouth	Long Branch	FREEHOLD CARTAGE
13 27	0.70	C	Aluminum Containers	06	Monmouth	Long Branch	DELISA
13 27	1.50	C	Aluminum Containers	06	Monmouth	Long Branch	SAKOUTIS
13 27	12.68	C	Aluminum Containers	06	Monmouth	Long Branch	MARPAL
13 27	0.10	C	Aluminum Containers	06	Monmouth	Long Branch	JFD RECYCLING
13 27	51.50	C	Steel Containers	07	Monmouth	Long Branch	WASTE MGT
13 27	99.03	C	Steel Containers	07	Monmouth	Long Branch	GRS
13 27	0.04	C	Steel Containers	07	Monmouth	Long Branch	FREEHOLD CARTAGE
13 27	1.41	C	Steel Containers	07	Monmouth	Long Branch	DELISA
13 27	25.36	C	Steel Containers	07	Monmouth	Long Branch	MARPAL
13 27	4.20	C	Steel Containers	07	Monmouth	Long Branch	SAKOUTIS
13 27	0.20	C	Steel Containers	07	Monmouth	Long Branch	JFD RECYCLING
13 27	77.25	C	Plastic Containers	08	Monmouth	Long Branch	WASTE MGT
13 27	148.55	C	Plastic Containers	08	Monmouth	Long Branch	GRS
13 27	0.06	C	Plastic Containers	08	Monmouth	Long Branch	FREEHOLD CARTAGE
13 27	2.11	C	Plastic Containers	08	Monmouth	Long Branch	DELISA
13 27	38.04	C	Plastic Containers	08	Monmouth	Long Branch	MARPAL
13 27	0.30	C	Plastic Containers	08	Monmouth	Long Branch	JFD RECYCLING
13 27	9.28	C	Plastic Containers	08	Monmouth	Long Branch	SAKOUTIS
13 27		C	Heavy Iron	09	Monmouth	Long Branch	MAZZA
13 27		R	Heavy Iron	09	Monmouth	Long Branch	
13 27		A	Heavy Iron	09	Monmouth	Long Branch	
13 27		R	Heavy Iron	09	Monmouth	Long Branch	
13 27		C	Heavy Iron	09	Monmouth	Long Branch	
13 27	16.45	C	Non-Ferrous/Aluminum Scrap	10	Monmouth	Long Branch	FORTUNE METALS, JERSEY CITY (VERIZON)
13 27	10.52	A	Non-Ferrous/Aluminum Scrap	10	Monmouth	Long Branch	WASTE MGT
13 27		R	Non-Ferrous/Aluminum Scrap	10	Monmouth	Long Branch	
13 27		C	Non-Ferrous/Aluminum Scrap	10	Monmouth	Long Branch	
13 27	10.22	C	White Goods & Light Iron	11	Monmouth	Long Branch	FORTUNE METALS, JERSEY CITY (VERIZON)
13 27		C	White Goods & Light Iron	11	Monmouth	Long Branch	ALLIED IRON & RECYCLE, NEPTUNE, NJ
13 27		R	White Goods & Light Iron	11	Monmouth	Long Branch	MAZZA
13 27	24.47	R	White Goods & Light Iron	11	Monmouth	Long Branch	
13 27		R	White Goods & Light Iron	11	Monmouth	Long Branch	
13 27		C	Anti-freeze	12	Monmouth	Long Branch	SAFETY KLEEN, BUFFALO NY
13 27	0.07	C	Anti-freeze	12	Monmouth	Long Branch	
13 27	1.40	C	Anti-freeze	12	Monmouth	Long Branch	LORCO PETROLEUM SVCS
13 27		R	Anti-freeze	12	Monmouth	Long Branch	
13 27		C	Anti-freeze	12	Monmouth	Long Branch	

2006 Recycling Tonnage Report for
City of Long Branch

13	27			C	Batteries (Automobile)	13	Monmouth	Long Branch	EXIDE, EXTON PA	
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2006 Recycling Tonnage Report for
City of Long Branch

13 27		C	Batteries (Automobile)	13	Monmouth	Long Branch	
13 27		R	Batteries (Automobile)	13	Monmouth	Long Branch	
13 27		C	Automobile Scrap	14	Monmouth	Long Branch	
13 27		R	Automobile Scrap	14	Monmouth	Long Branch	
13 27		A	Automobile Scrap	14	Monmouth	Long Branch	
13 27		C	Automobile Scrap	14	Monmouth	Long Branch	
13 27		R	Automobile Scrap	14	Monmouth	Long Branch	
13 27		C	Tires	15	Monmouth	Long Branch	OCEAN COUNTY RECYCLING CTR, INC.
13 27		R	Tires	15	Monmouth	Long Branch	MAZZA
13 27	60.00	R	Tires	15	Monmouth	Long Branch	
13 27		R	Tires	15	Monmouth	Long Branch	
13 27		C	Tires	15	Monmouth	Long Branch	
13 27	0.12	C	Used Motor Oil	16	Monmouth	Long Branch	SAFETY KLEEN, BUFFALO NY
13 27	68.07	C	Used Motor Oil	16	Monmouth	Long Branch	LORCO PETROLEUM SVCS
13 27	6.00	C	Used Motor Oil	16	Monmouth	Long Branch	MONARCH ENVIRONMENTAL REC.
13 27		R	Used Motor Oil	16	Monmouth	Long Branch	
13 27		C	Brush/Tree Parts	17	Monmouth	Long Branch	VOLLERS, NORTH BRANCH NJ
13 27		C	Brush/Tree Parts	17	Monmouth	Long Branch	MAZZA
13 27	148.00	C	Brush/Tree Parts	17	Monmouth	Long Branch	MICKEY BENOIT
13 27	108.00	R	Brush/Tree Parts	17	Monmouth	Long Branch	RELIABLE WOOD PRODUCTS
13 27		C	Brush/Tree Parts	17	Monmouth	Long Branch	ATLANTIC TREE SVC
13 27	14.63	C	Brush/Tree Parts	17	Monmouth	Long Branch	DELISA
13 27		C	Brush/Tree Parts	17	Monmouth	Long Branch	VERIZON
13 27	1.08	C	Brush/Tree Parts	17	Monmouth	Long Branch	FREEHOLD CARTAGE
13 27		C	Grass Clippings	18	Monmouth	Long Branch	
13 27		R	Grass Clippings	18	Monmouth	Long Branch	
13 27		C	Grass Clippings	18	Monmouth	Long Branch	
13 27		R	Grass Clippings	18	Monmouth	Long Branch	
13 27		C	Grass Clippings	18	Monmouth	Long Branch	
13 27	420.00	R	Leaves	19	Monmouth	Long Branch	JULIANO FARMS
13 27		R	Leaves	19	Monmouth	Long Branch	DAUMAN SERVICES
13 27		R	Leaves	19	Monmouth	Long Branch	BRITTON INDUSTRIES
13 27		R	Leaves	19	Monmouth	Long Branch	
13 27		C	Leaves	19	Monmouth	Long Branch	HERMAN'S TRUCKING
13 27	2.22	C	Stumps	20	Monmouth	Long Branch	MAZZA
13 27		R	Stumps	20	Monmouth	Long Branch	MICKEY BENOIT
13 27	64.00	C	Stumps	20	Monmouth	Long Branch	SAKOUTIS
13 27	30.00	R	Stumps	20	Monmouth	Long Branch	

2006 Recycling Tonnage Report for
City of Long Branch

13/27		6.76	C	Stumps	20	Monmouth	Long Branch	OCEAN COUNTY RECYCLING CTR, INC.
13/27		109.00	C	Stumps	20	Monmouth	Long Branch	RELIABLE WOOD PRODUCTS
13/27		1.49	C	Stumps	20	Monmouth	Long Branch	RECYCLING OF CENTRAL JERSEY
13/27		0.50	R	Batteries (Dry Cell)	21	Monmouth	Long Branch	MONMOUTH COUNTY HHW
13/27			C	Batteries (Dry Cell)	21	Monmouth	Long Branch	
13/27			C	Batteries (Dry Cell)	21	Monmouth	Long Branch	
13/27			R	Batteries (Dry Cell)	21	Monmouth	Long Branch	
13/27		1,048.33	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	WASTE MGT
13/27			C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	WASTE MGT
13/27			C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	VERIZON
13/27			C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	RECYCLING OF CENTRAL JERSEY
13/27		17.44	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	BAYSHORE RECYCLING
13/27		79.96	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	GOLD STAR RECYCLING
13/27		70.00	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	HERMAN'S TRUCKING
13/27		32.59	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	ROSANO ASPHALT
13/27		829.85	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	FREEHOLD CARTAGE
13/27		343.22	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	CLAYTON & SONS
13/27		77.03	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	OCEAN COUNTY RECYCLING CTR, INC.
13/27		3.65	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	MAZZA
13/27		375.56	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	MAZZA
13/27		2,727.75	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	MAZZA
13/27		2,977.16	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	MAZZA
13/27			C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	BEDROCK STONE
13/27		590.47	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	WALTER R. EARLE RECYCLING CORP.
13/27		34.01	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	LUCAS BROTHERS, INC.
13/27			C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	SOUTH BRUNSWICK RECYCLING
13/27		1,647.82	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	DELISA
13/27		851.37	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	DELISA
13/27		1,160.00	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	SAKOUTIS
13/27			C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	VERIZON
13/27		5,524.91	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	SUFFOLK RECYCLING INC
13/27		83.19	C	Concrete / Asphalt / Brick / Block	22	Monmouth	Long Branch	J. MANZO RECYCLING, LLC
13/27		49.00	C	Food Waste	23	Monmouth	Long Branch	MOPAC
13/27		69.00	C	Food Waste	23	Monmouth	Long Branch	DARLING INTERNATIONAL
13/27		0.02	R	FLOURESCENT LIGHTS	24	Monmouth	Long Branch	CYCLE CHEM, LEWISBURY PA
13/27		61.66	C	ELECTRONICS	24	Monmouth	Long Branch	MONMOUTH WIRE & COMPUTER REC.
13/27		22.47	C	UNCONTAMINATED DIRT	24	Monmouth	Long Branch	BAYSHORE RECYCLING
13/27			C	Other Material Not Listed	24	Monmouth	Long Branch	

2006 Recycling Tonnage Report for
City of Long Branch

13 27		C	Other Glass	25	Monmouth	Long Branch	
13 27		C	Other Glass	25	Monmouth	Long Branch	
13 27		R	Other Glass	25	Monmouth	Long Branch	
13 27	0.17	C	Other Plastic	26	Monmouth	Long Branch	LEHTA ENT, WAYNE, NJ
13 27		R	Other Plastic	26	Monmouth	Long Branch	
13 27		C	Other Plastic	26	Monmouth	Long Branch	
13 27		C	Oil Contaminated Soil	27	Monmouth	Long Branch	VOLLERS, NORTH BRANCH NJ
13 27		C	Oil Contaminated Soil	27	Monmouth	Long Branch	TILCON NY, INC.
13 27	0.00	C	Oil Contaminated Soil	27	Monmouth	Long Branch	SOUTH STATE INC.
13 27	171.70	C	Oil Contaminated Soil	27	Monmouth	Long Branch	WALTER R. EARLE RECYCLING CORP.
13 27		C	Oil Contaminated Soil	27	Monmouth	Long Branch	SOIL SAFE
13 27	5,535.95	C	Oil Contaminated Soil	27	Monmouth	Long Branch	BAYSHORE RECYCLING
13 27		R	Process Residue	28	Monmouth	Long Branch	
13 27		C	Process Residue	28	Monmouth	Long Branch	
13 27		R	Process Residue	28	Monmouth	Long Branch	
13 27		R	Process Residue	28	Monmouth	Long Branch	
13 27		C	Process Residue	28	Monmouth	Long Branch	
13 27		C	Process Residue	28	Monmouth	Long Branch	
13 27		C	Textiles	29	Monmouth	Long Branch	CARPET CYCLE, ELIZABETH, NJ
13 27		R	Textiles	29	Monmouth	Long Branch	
13 27	1.28	C	Textiles	29	Monmouth	Long Branch	WASTE MGT
13 27		R	Textiles	29	Monmouth	Long Branch	
13 27		C	Textiles	29	Monmouth	Long Branch	
13 27	0.19	C	Wood Scraps	30	Monmouth	Long Branch	PEDESTAL PALLET, DUNELLEN, NJ
13 27	6.78	C	Wood Scraps	30	Monmouth	Long Branch	FREEHOLD CARTAGE
13 27		C	Wood Scraps	30	Monmouth	Long Branch	MAZZA
13 27	5.00	C	Wood Scraps	30	Monmouth	Long Branch	RELIABLE WOOD PRODUCTS
13 27	24.49	R	Wood Scraps	30	Monmouth	Long Branch	RECYCLING OF CENTRAL JERSEY

R# 216-07

**RESOLUTION
ANNUAL REPORT OF 2006 AUDIT**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transaction; and

WHEREAS, the Annual Report of audit for the year 2006 has been filed by a Registered Municipal Accountant with the City Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27 BB-34 authorizes the local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affair; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed as a minimum, the sections of the annual audit entitled: General Comments/Recommendations; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit and specifically the sections of the Annual Audit entitled: "Comments/Recommendations" as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulation of the Local Finance Board of the State of New Jersey New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52::27BB-52 - to wit:

R.S. 52:27BB-52 - " A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director of the Division of Local Government Services under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

**MOVED:
SECONDED:**

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

R# 217-07

**RESOLUTION APPROVING VARIOUS
LIQUOR LICENSE FOR THE
2007/2008 LICENSING TERM**

WHEREAS, the Director of Public Safety, the Director of Health, the Director of Building & Development, the Fire Marshall and the Chief Code Enforcement Officer have recommended the approval of the following 2007/2008 liquor license:

Kanzaman

1325-33-054-011

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the above listed liquor license renewal for the 2007/2008 licensing term:

MOVED:

SECONDED:

AYES:

NAYS:

ABSENT:

ABSTAIN:

KANZAMAN
DATRE, INC.

95 WEST END AVENUE

OWNERS:

LAURA DATRE
ANDREW DATRE

STATE LICENSE #:

1325-33-054-011

TRANSFERRED ON:

JULY 23, 2002

STATUS:

ACTIVE

PHONE #:

732-571-4600

R# 218-07

**RESOLUTION AUTHORIZING CONTRACT
FOR A MUSICAL PERFORMANCE FOR SUMMER ENTERTAINMENT 2007**

WHEREAS, the City of Long Branch wishes to procure the services of Roxy Perry/The Roxy Perry Band to provide a musical performance on September 1, 2007 at the Long Branch Jazz & Blues Festival; and

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

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, for the Summer Concert events and it is the recommendation of the office of Community Development that it is in the City's best interest to enter into a contract as detailed below; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance # 18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by Roxy Perry/The Roxy Perry Band that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation # T-14-100-096 for a sum not to exceed \$2,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize the following contract:

Long Branch Jazz & Blues Festival

Roxy Perry for a musical performance by The Roxy Perry Band on September 1, 2007 for an amount not to exceed \$2,500.00.

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

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

**MOVED:
SECONDED:**

**AYES:
NAYS:
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:

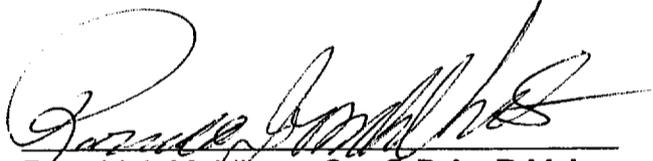
**CONTRACT FOR MUSICAL ENTERTAINMENT
FOR SUMMER ENTERTAINMENT EVENT**

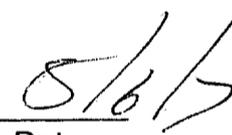
Said contract being made as follows:

ROXY PERY/THE ROXY PERRY BAND \$2,500

Said funds being available in the form of:

**TRUST BUDGET
RECREATION TRUST
APPRO. #T-14-100-096 \$2,500**


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


Date

100444 STEIN



Roxy Perry
Attn: Roxy Perry
#40 5TH Ave
New Rochelle, N.Y. 10801

July 4, 2007

Dear Roxy,

On Sept 1st, 2007 (Rain Date Sept 2) The Roxy Perry Band agrees to perform at the "Long Branch Oceanfest" at Oceanfront Conference and Resort, Long Branch, N.J.. Your set is scheduled from 8:00pm to 9:30pm. Check in with the stage manager 1 hour prior to performance is mandatory. The City of Long Branch agrees to pay performer(s) \$2500.00 by check the day of the performance. The City of Long Branch reserves the right to photograph, videotape, and/or record performances at the festival in its entirety or an edited version for promotional, fund-raising or publicity purposes. These materials will not be used for any commercial purposes without the written consent from the performer(s). The Jersey Shore Jazz & Blues Foundation/City of Long Branch will not be responsible for any personal injury or loss/damage of personal property. I am 18 years or older and legally capable of signing this release form.

Band/Performer Roxy Perry Date July 23, 07
Name Check should be written to: Roxy Perry
Address 40 Fifth Ave Phone: (914) 636-3925
City / State / Zip New Rochelle NY 10801
Signature Roxy Perry
S.S. # / Tax Identification Number # 093 42 89 76
Signature of City of Long Branch _____ Date _____

Please return, with a copy of your stage plot by July 31st, 2007 to:

City of Long Branch / Jersey Shore Jazz & Blues Foundation
Attn: Long Branch Jazz & Blues Festival 2007

c/o Mel Lowe
PO Box 08713
Red Bank, N.J. 07701
JSJBF Office: (732) 933-1984
Cell: 908-907-1895



R# 219-07

**RESOLUTION PLACE-TO-PLACE EXPANSION
OF PREMISE FOR CASA COMIDA, 336 BRANCHPORT AVENUE,
LONG BRANCH, NJ**

WHEREAS, an application has been filed for a place-to-place transfer, expansion of premises of plenary retail consumption license # 1325-33-063-007, 336 Branchport Avenue, Long Branch, NJ for the purposes of expanding the premises under license wherein the sale, service and storage of alcoholic beverages are authorized to add a patio; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid and the license has been properly renewed for the current license term and approved by all departments involved.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch does hereby approve, effective August 14, 2007 the expansion of the aforesaid Plenary Retail Consumption license # 1325-33-063-007 for the licensed premises located at 336 Branchport Avenue, Long Branch, NJ to place under license the are delineated in the application form and the sketch of the licensed premises attached hereto.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

15113

10

80

BRANDPORT AVE

FENCE

SHED

15 ft

tree

STAIRS

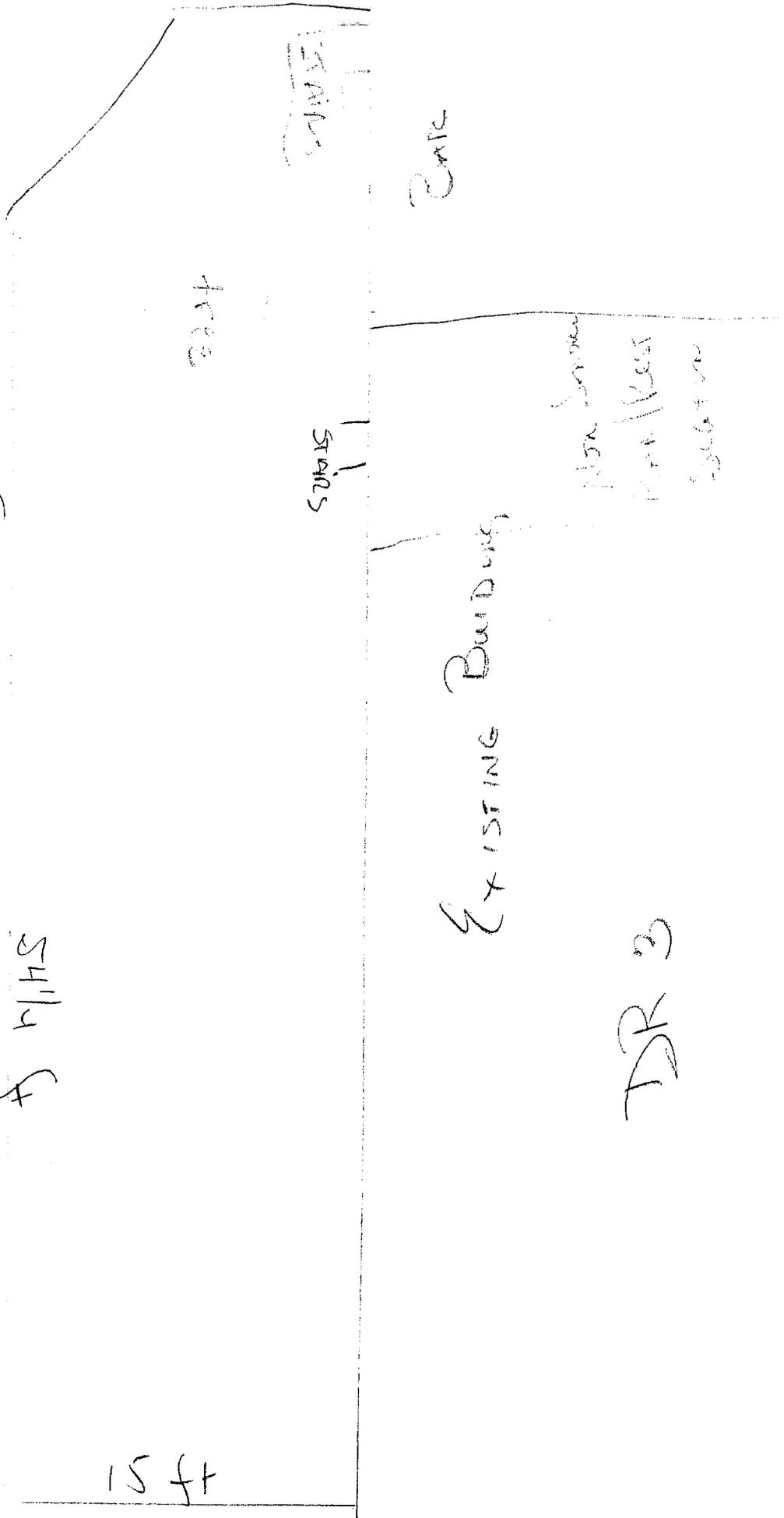
STAIRS

ENTR

EXISTING BUILDING

NON-BARRIER
WALKWAY
ELEVATION

DR 3



CASA COMIDA, INC.

T/A CASA COMIDA

OWNERS:

KRISTIN CATLETT
SOLE OWNER

STATE LICENSE # :
TRANSFERRED ON:
STATUS:
PHONE # :

1325-33-063-007
MAY 14, 1986
ACTIVE
229-7774

R# 220-07

RESOLUTION AMENDING RESOLUTION #112-05 REQUESTING AN INCREASE TO THE UEZ APPROVED PROJECT TO ESTABLISH CLEAN SIDEWALKS IN URBAN ENTERPRISE ZONES WITHIN THE CITY OF LONG BRANCH

WHEREAS, as a result of the City of Long Branch's designation as the Urban Enterprise Zone, qualified businesses are eligible to collect sales tax at the reduced rate of 3.5% as opposed to the full rate of 7%; and

WHEREAS, the monies collected at this reduced sales tax rate are deposited in the Urban Enterprise Zone Assistance Fund by the New Jersey Division of Taxation and are available for use by the City of Long Branch for programs and projects designed to promote economic development and job creation; and

WHEREAS, the Urban Enterprise Zone Corporation of the City of Long Branch has requested authorization to submit an application to the New Jersey Urban Enterprise Zone for \$64,009 for equipment and service costs relative to the UEZ Clean Sidewalks Project; and

WHEREAS, this Resolution amends Resolution #112-05 and request than an application be submitted to the UEZ Authority requesting \$58,409 which is an increase of \$5,574, and that the City of Long Branch provides a match of \$5,600 for a total project amount of \$64,009; and

WHEREAS, the UEZ Clean Sidewalks Project will be assigned to areas within the Long Branch Urban Enterprise Zone; and

WHEREAS, the total estimated cost of this proposal is \$64,009 pursuant to the schedule annexed thereby equaling or exceeding the 20% match of municipal funds; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone Funds under the provisions of the Urban Enterprise Zone Act, P.L. 1993, Chapter 367.

NOW, THEREFORE, BE IT RESOLVE that the City Council of the City of Long Branch hereby recommends to the New Jersey Urban Enterprise Zone that it give authority pursuant to the proposal annexed for \$64,009 for a period of May 1, 2006 to March 3, 2008.

BE IT FURTHER RESOLVED that a copy of this resolution act as the recommendation of the City of Long Branch to the New Jersey Urban Enterprise Zone Authority.

**State of New Jersey
Urban Enterprise Zone Authority
Budget Modification Form**

Recipient's Name: **City of Long Branch**

Project No: **07-15-ADM**

Budget Period: **5/1/06 to 3/31/07**

Effective Date: **9/12/07**

Project Name: **UEZ Clean Sidewalks**

Budget Category	Present Budget	Proposed Increase (+)	Proposed Decrease (-)	Revised Budget
Municipal Services				
Salaries/Fringe				
Equipment	\$21,335	\$4,499	-	\$25,834
Construction				
Acquisition				
Equipment				
Professional Services	\$1,500			\$1,500
Administration	\$30,000	\$1,075		\$31,075
Loan				
Grants				
Marketing				
Total Amount (UEZ Share)	\$52,835	\$5,574		\$58,409

Total Amount of Project

\$64,009

Justification for Budget Modification: (Please attach a separate sheet detailing the reasons)

1. Change in Total contract Amount
 2. Addition or Deletion of a Budget Category

City Representative:  Date: 8/1/07

UEZA Representative: _____ Date: _____

R# 221-07

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 of their Regular meeting held on August 14, 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 August 14, 2007. The original bills are on file in the Office of the Director of Finance of the City of Long Beach between the hours of 8:30 and 4:30 P.M. Monday through Friday.

f Connections	Monthly Lease of Dark Fiber - August 2007 - IT-Administration	1,500.00	*
A & L Auto Repair	Storage Fees - Abandoned Car Auction	4,635.00	*
A T & T	Utilities - Telephone - 7/16/2007 - Various Locations	31.94	*
A T & T	Utilities - Telephone - 7/9/2007 - Various Locations	37.52	*
A.R. Communications	Misc. Radio Equipment - Various Depts.	546.80	
Allied Electronics	Power Strip - IT Dept.	83.66	
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 6/21 & 7/9/2007 - DPW	20,214.00	
Ambassador Medical Services	Drug Testing - May / June 2007 - Drug & Alcohol	5,412.50	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Redevelopment/Litigation/Tax Appeals - July 2007	17,803.93	*
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Labor Matters - May / June 2007	15,134.00	Final Pymt
Armor Holdings Forensics	Evidence Bags for Forensics Fleet - Police Dept.	207.69	
Asay Boats & Construction	Misc. Equipment for Lifeguard Boats - Recreation Dept.	800.00	
Auto Parts	Misc. Automotive Parts - June 2007 - DPW	217.45	
3. Keith Controls	Electrical Materials for Great Lawn Restrooms - DPW	157.50	
Battery Mart	Batteries for UPS Repair - IT-Administration	245.12	
Beach Camera	Camera for Animal Control Officers - Health Dept.	208.00	
Bette White Fernandez	Tap Dance Instruction - 7/20 & 7/27/2007 -Senior Affairs	62.00	
Beverly Baxter	Ceramic Instruction - 7/3-7/12/2007 - Senior Affairs	568.75	
Beyer Bros. Corp.	Mirror Glass - PD #59 - DPW	46.30	
Birdsall Engineering	Beach Management Plan - June 2007	454.15	Pymt #4
Birdsall Engineering	2007 Planning Board General Services - June 2007	592.00	Pymt #5
Birdsall Engineering	2007 General Engineering - June 2007	5,016.68	Final Pymt
Birdsall Engineering	Attendance at Monthly Meetings - June 2007	250.00	Final Pymt
Bob's Uniform Shop	Uniforms - Various Inspectors - Fire Prevention	921.50	
Bottom Line	Pre-Linked Stamps - Police Dept.	38.97	
Brices Auto Supply	Misc. Automotive Parts - October 2006 / April 2007	3,818.43	
Bruce Booker	Videography - 7/1 & 7/5/2007 - Recreation Dept.	500.00	
Buhler Dodge	Service Call - FP #25-42 - DPW	407.54	
Builders General Supply	Lumber for Memorial Benches - DPW	136.29	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Bullet Lock & Safe	Keys/Locks - June 2007 - Various Depts.	646.45
Business & Legal Reports	Computer Software - Health Dept.	695.00
Cambria Co.	Misc. Automotive Parts - Truck #25-6-75 - Fire Dept.	290.18
Campbell Foundry Co.	Drainage Materials for Columbia Ave. - DPW	3,276.92
Carrot Top Industries	Flags for Parks Dept. & City Hall Building - DPW	718.43
CCC Heavy Duty Truck Parts	Window Glass - Sanitation #70 - DPW	336.90
CDWG	Printer & Ink Cartridges - Police Dept.	760.00
Central Jersey Music Service	Repair Order for PA System - Recreation Dept.	185.00
Central Towing & Recovery	Towing - Various Vehicles - DPW	352.75
Century Office Products	Cartridges for Copier in Fire Prevention Building	1,099.00
City of Long Branch Building Dept. - Annex	Elevator Inspection Fee - City Hall Building	118.00
City of Long Branch Clearing Account	Reimburse Clearing Account	415,395.45
City of Long Branch Clearing Account	Reimburse Clearing Account	840,600.79
City of Long Branch Clearing Account	Reimburse Clearing Account	32,532.13
City of Long Branch Clearing Account	Reimburse Clearing Account	147,759.66
City of Long Branch Clearing Account	Reimburse Clearing Account	16,305.94
City of Long Branch Clearing Account	Reimburse Clearing Account	3,795.00
City of Long Branch Payroll Agency	Payroll Dated 7/27/2007	805,255.81
City of Long Branch Payroll Agency	Payroll Dated 7/27/2007	35,344.98
Coast Hardware	Misc. Hardware - June 2007 - Various Depts.	981.96
Comcast Online	Internet Services - 7/15-8/14/2007 - City Network	169.95
Complete Security Systems	Central Station Monitoring - 7/1-9/30/2007 - Municipal Court	60.00
Consolidated Plastics Co.	Containers for Library	245.28
Conte's Car Wash	Car Wash Contract - July 2007	1,187.34
Custom Lawn Sprinkler	Spring Tune Up - Jerry Morgan Park & Traux Park - DPW	803.75
CWA Local 1034, Branch 4	Dental & Vision Benefits - August 2007	5,500.00
Darlene Santos	Strength/Stretch Instruction - 7/3-7/31/2007 - Senior Affairs	162.00
Data-Guard	Document Shredding for Municipal Court & Police Dept.	2,094.50
Davis Equipment	Rollers for (Surf Rake) LBR #7A - DPW	841.60
Deptcor	Overtime Sheets - Police Dept.	587.50
Dion Lewis Assoc.	Entry Fees - Boys/Girls Basketball Tournament - 7/20-7/21/07 - Recreation Dept.	900.00
Dunkin Donuts / Baskin Robbins	Coffee/Donuts - Broadway Business Meeting - 7/19/2007 - UEZ	37.98
E Plus Technology	Anti-Virus Computer Software - IT Dept. / Police Dept.	2,277.00
Eatontown TV & Appliance	Air Conditioning Unit for Network Room	385.00
Edmunds & Assoc.	2007 Tax Bills - Tax Collector's Office	2,614.10
Edwards Tire	Tires - PW #212 & #914 - DPW	958.28
Elberon First Aid	2007 Annual Contribution	26,000.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

3-One	Lease/Purchase Pumper - September 2007	67,980.54
Eric Reisher	Technical Support Services - July 2007 - Cable Commission	125.00
Auto Car	Tint Windows on Det. Gofredsen's Vehicle - DPW	235.00
F & C Automotive Supply	Misc. Automotive Parts - Sanitation #70 & PW #90	31.19
Fair Haven Hardware	Ladder for Installing Remote Cameras - Police Dept.	189.99
Fine Fare	Refreshments for Various Events - 7/13 & 7/18/2007 - Recreation / Senior Affairs	78.48
Fishermen's Supply	Supplies for Lifesaving Beachfront - Recreation Dept.	660.00
Ford Motor Credit	Lease/Purchase Vehicles - September 2007	4,304.47
Fort Dearborn Life Insurance	Life Insurance - August 2007	1,298.06
Frank Banafato	Musical Performance - Special Request Band - 7/31/2007	600.00
Frank Ravaschiere	Musical Performance - Four Of A Kind - 7/24/2007	650.00
Gannett Satellite Information Network	Legal Advertising - June 2007 - City Clerk	774.36
Gerald Carroll	Reimbursement for E-mail Services - July / September 2007 - IT / Administration	29.97
GF United Auto Service	Misc. Automotive Parts - PD #27 & #44 - DPW	463.20
Global Govt. / Education Solutions	Computer Equipment - Police Dept. / IT Dept.	890.98
Glock Professional	Registration - Armorer's Course - 7/17/2007 - Cpl. Tomaine & Sgt. Ahart - Police Dept.	300.00
Granger	Misc. Equipment - DPW / Police Dept.	182.34
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Conflict Attorney - Koplitz Matter - December 2005	310.00
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Student Housing Issues - June 2007	2,625.00
H2O Velocity	Shorts for Lifeguards - Recreation Dept.	1,040.00
Health Net of New Jersey	Health Benefits - August 2007	87,801.60
Hewlett Packard / Govt.-Education Sales	(2) Printers & Ink Cartridges - Police Dept. / Health Dept.	284.99
Home Depot Credit Services	Light Fixtures for Comfort Stations - DPW	45.88
Horizon Blue Cross Blue Shield of NJ	Health Benefits - August 2007	220,986.02
Horizon Blue Cross Blue Shield of NJ	Dental Benefits - August 2007	15,862.73
Howard H. Woolley Jr.	Reimbursement for Meals - Various Meetings - 7/20 & 7/23/2007 - Administration	115.86
IACP	Registration - IACP Training Conference - 7/31-8/2/2007 - P.O. Garrett - Police Dept.	195.00
Image Shop	Film Developing - June 2007 - Fire Prevention	41.61
International Council of Shopping Centers	Membership Renewal - Howard Woolley Jr. - 6/30/07-6/30/08 - Administration	100.00
Jacob L. Jones	Reimbursement of Expenses Incurred on UEZ Meetings & Programs - Community Dev.	31.24
James Day	Musical Performance - James Day & The Fish Fry Swingers - 7/22/2007	650.00
Jersey Cape Diagnostic	Seasonal Beach Badges - Recreation Dept.	106.00
Jersey Central Power & Light	Utilities - Electric - 5/3-7/6/2007 - Various Locations	6,592.69
Jersey Central Power & Light	Utilities - Electric - 6/20-7/19/2007 - Various Locations	42,339.61
Jersey Rebuilding Service	Rebuild Starter - Fork Lift - Traffic Garage	255.88
Jesco	Rental of Bull Dozer - Used to Level Beaches - DPW	3,648.00
Jirk Inc.	Musical Performance - Brian Kirk & The Jirks - 7/26/2007	1,200.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

John Fernandez									
John Hearne / DBA DVC Targets									
Johnny On The Spot									
Jon Christian Dugue									
Joseph Water									
Keenens Warehouse									
Lab Safety Supply									
Lake Run c/o McLoones Pier House									
Lakewood Auto Supply									
Lanigan Assoc.									
Lawnmen Supply Co. of NJ									
Lee Battery Service									
Lesco									
Long Branch Historical Museum Assoc.									
Long Branch Little League									
Lou's Uniforms									
Lowe's Credit Services									
Maaco Auto Painting & Body Works Centers									
Marta Garcia-Malave									
Mark R. Aikins									
Merkin Equipment									
Metrocall									
Michael Kern									
Mister G's									
Mon. Cnty Police Academy									
Mon. Cnty Police Academy									
Mon. Cnty Treasurer - Finance Dept.									
MPA & Assoc.									
New Jersey American Water									
New Jersey American Water									
New Jersey Natural Gas									
NJRPA									
Norwood Distributors									
Oceanside Service									
Office Depot									
Old Dominion Brush									
Otilia Silva									
Musical Performance - The Incinerators - 7/29/2007									
Targets for Semi-Annual Qualifications - Police Dept.									
(8) Port-A-John's - Various Locations - Recreation Dept.									
Musical Performance - Soul Project - 8/5/2007									
Monthly Cooler Rental - June 2007 - Administration									
Janitorial Supplies for Senior Center									
Misc. Supplies - Health Dept.									
UEZ Conference Luncheon - 7/18/2007									
Misc. Filters - June 2007 - DPW / Fire Dept.									
Handgun Holsters - Police Dept.									
Handgun Holsters & Ammunition - Police Dept.									
Battery - PW #2 - DPW									
Grass Seeds & Chemicals for Manahasset Park - Community Dev.									
Full Page Ad for 5th Annual Reception - Mayor's Office									
Reimbursement to Little League - Recreation Dept.									
Uniform - J. Miller - Fire Prevention									
Fixtures for Morris Ave. Comfort Stations - DPW									
Paint Vehicle - PW #128 - DPW									
Spanish Interpreting Services - May 2007 - Municipal Court									
Legal Services Rendered - Redevelopment Conflict Attorney - June 2007									
Misc. Automotive Parts - Various Sanitation Vehicles - DPW									
Pager Rental - 7/1-9/30/2007 - Various Depts.									
Mileage Reimbursement - City Vehicle Was Being Repaired - June 2007 - Health Dept.									
Food for Great Adventure Trip - 7/28/2007 - Recreation Dept.									
Registration - Bicycle Patrol Course - 5/14-5/18/07 - Widdis & Umana - Police Dept.									
Registration - Dispatcher 911 Update - 4/10-4/19/2007 - Various Dispatchers - Police Dept.									
Tipping Fees & Various Taxes - 6/18-6/29/2007 - DPW									
IT Consultant Services - June 2007									
Utilities - Water - 6/6-7/9/2007 - Various Locations									
Utilities - Water - 6/7-7/10/2007 - Various Locations									
Utilities - Gas - 5/18-7/18/2007 - Various Locations									
(50) Six Flags Great Adventure Passes - Participants in the Golf Tour - Recreation Dept.									
Misc. Automotive Parts - June 2007 - DPW									
Service Call - Repair Air Conditioning Unit in Traffic Building - DPW									
Misc. Office Supplies - Various Depts.									
Misc. Parts - (Sweeper) PW #90 & #91 - DPW									
Portuguese Interpreting Services - May 2007 - Municipal Court									

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Paper Mart	Copier Paper - Central Supply / Police Dept.	2,435.97
Party Line	Tent for Stage - West End Cruise Night - 7/14/2007 - Administration	617.78
Perry's Trophy	Presentation Plaque for The Fatima Fire Dept. & Ribbons for Vietnam Wall Memorial - Admin.	429.80
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 6/20 & 7/10/2007 - DPW	41,035.45
Photo Center of Brick	Film Developing - June 2007 - Police Dept. / Health Dept.	137.98
Planned Parenthood	(4) Positive Encounters Guide Books - Coastal Monmouth Alliance	51.00
PMK Group	Professional Services Rendered - American Movers - May 2007	10,542.32 Pymt #13
Public Strategies	Professional Services Rendered - Lobbying Consultant - July / August 2007	5,000.00 Pymt #1-2
R.W.V. Land & Livestock South	Purchase & Deliver Soil for Site Work at Manahasset Park - July 2007	27,522.74 Pymt #1
Rahway Electric Supply	Electrical Materials for Beachfront - DPW	729.02
Ralph K. Badmann Corp.	Misc. Parts for Beach Rakes - DPW	72.26
Ram Hydraulics	Misc. Automotive Parts - Sanitation #100 - DPW	827.26
Richard Willgerodt	Repair EDAC Unit - Digital to Analog Phone Lines - Police Dept.	425.00
Rittenhouse-Kerr Ford	Misc. Automotive Parts - Various Vehicles - DPW	310.33
Rotary Club of Long Branch / Treasurer	Membership Dues - 7/1-6/30/2008 - Administration	150.00
Rutgers University - Center of Alcohol Studies	Tuition/Housing - Counseling Certification Course - 7/8-13/07 - P. Strub - Human Services	1,365.00
Rutgers University - Govt. Services	Registration - Zoning Officials Course - 6/20-6/27/2007 - M. Berrich - Planning	231.00
S & S Worldwide	Supplies for Christmas Tree - Recreation Dept.	35.16
Saker Shoprites	Food for Brunch - 7/20/2007 - Senior Affairs	108.70
Sanitation Equipment Corp.	Misc. Automotive Parts - Sanitation #100 & Stock - DPW	328.17
Satellite Self Storage	Storage Fees - Delores Smith - August 2007 - School Project - Community Dev.	478.50
Schoor Depalma	Professional Services Rendered - Conflict Engineer - June 2007	766.50 Final Pymt
Scientific Devices Dist.	Ink Cartridges - Various Depts.	1,938.68
Scoles Floorshine Industries	Janitorial Supplies - Various Depts.	1,721.30
Seaboard Welding Supply	Welding Supplies & Industrial Gases - June 2007 - Municipal Garage	97.00
Shared Technologies	Telephone Maintenance - 7/1-10/1/2007 - Various Locations	3,241.83
Sharkskin Records	Musical Performance - Jobonanno & The Godsons of Soul - 8/9/2007	2,000.00 *
Sherwin Williams	Misc. Parts for Paint Machine - Traffic Dept.	187.92
Signs By Tomorrow	Banner for Volleyball Program - Recreation Dept.	187.50
Siperstein's	Paint/Materials - June 2007 - Various Depts.	1,339.69
Sophia L. Rivera	Reimbursement of Expenses for Rutgers Class - 4/21-6/9/2007 - Tax Collector's Office	139.80
Stavola Asphalt	Road Materials - Various Locations - DPW	975.10
Stavola Contracting	Disposal of Mixed Asphalt/Concrete - DPW	114.62
Stelair Design Corp.	T-Shirts for Fire Prevention	219.50
Storr Tractor	Misc. Parts - FP #40 - DPW	37.55
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 6/29-7/12/2007 - School Project - Community Dev. *	595.00
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 7/13-7/26/2007 - School Project - Community Dev. *	595.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Tanner North Jersey	Office Supplies for Senior Center	60.00
The Link News	June 2007 Calendar & (2) Full Page Ads - 7/14/2007 - City Clerk / Administration	900.00
The Peddler	Various Bicycle Equipment - Police Dept. / Recreation Dept.	435.63
Thomas Farrell Landscape Supply	Top Soil - Repair Drainage Problem on Columbia Ave. - DPW	400.00
Thompson Publishing Co.	Renewal of Fair Labor Standards Handbook - Howard Woolley Jr. - Administration	428.50
Thomson West	NJ Code of Criminal Justice & Motor Vehicle Laws - Police Dept.	70.50
Top Hat Uniform Rental	2007 Uniform Allowance - A. Cox - Recreation Dept.	448.46
Total Lubrication Services & Supply	Motor Oil & Mobile Fluid - DPW	1,429.90
Trico Equipment	Misc. Parts - PW #103 & #105 - DPW	234.84
Tuzzio's	Food for Kids Appreciation Day - 7/13/2007 - Recreation Dept.	100.00
United Parcel Service	Overnight Transportation - Fire Prevention / Administration	64.69
Verizon	Utilities - Telephone - 7/1-7/5/2007 - Various Locations	10,564.16
Verizon	Utilities - Telephone - 7/11/2007 - Various Locations	98.77
Verizon Wireless	Laptop & Cell Phone Service - July 2007 - Various Depts.	3,512.98
Vincent Daniel / Cats On A Smooth Surface	Musical Performance - Cats On A Smooth Surface - 8/2/2007	800.00
Vision Service Plan	Vision Benefits - August 2007	1,266.10
Walter Zwiirlz	Work/Write Up - 94 Brighton Ave. - UEZ Facade Improvement	250.00
Warshauer Electric Supply	Electrical Materials for Fire Headquarters	151.80
Zaf's Service Center	Gasoline for Police Motorcycles - June 2007 - DPW	89.02

TOTAL CURRENT

3,102,505.60

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - July 2007	77.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - July 2007	2,508.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	8,318.55	*
City of Long Branch Clearing Account	Reimburse Clearing Account	36,653.48	*
City of Long Branch Clearing Account	Reimburse Clearing Account	3,260.75	*
City of Long Branch Clearing Account	Reimburse Clearing Account	595.00	*
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Creek Park - May / July 2007	4,056.00	Pymt #16
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Environmental Oversight - May / July 2007	213.25	Pymt #8
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Survey Field Layout - April / July 2007	1,684.50	Pymt #7
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Long Branch Ave. - March / July 2007	612.50	Pymt #6
Lawmen Supply Co. of NJ	Handgun Holsters - Police Dept.	258.00	
Satellite Self Storage	Storage Fees - Delores Smith - August 2007 - School Project - Community Dev.	478.50	
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 6/29-7/12/2007 - School Project - Community Dev.	595.00	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

sunrise Suites Hotel
 United Digital Tech

Temporary Housing - Delores Smith - 7/13-7/26/2007 - School Project - Community Dev. *
 Security Camera - IT / Administration

595.00
 1,279.00

TOTAL CAPITAL

61,184.53

Brices Auto Supply
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Fort Dearborn Life Insurance
 Geese Chasers
 Health Net of New Jersey
 Horizon Blue Cross Blue Shield of NJ
 Horizon Blue Cross Blue Shield of NJ
 Monmouth County SPCA
 Verizon Wireless
 Vision Service Plan

Misc. Automotive Parts - October 2006 / April 2007
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 7/27/2007
 Payroll Dated 7/27/2007
 Life Insurance - August 2007
 Geese Maintenance & Control - July 2007
 Health Benefits - August 2007
 Health Benefits - August 2007
 Dental Benefits - August 2007
 Animal Shelter Services - June 2007
 Cell Phone Service - July 2007 - Animal Control
 Vision Benefits - August 2007

* 259.24
 * 2,021.21
 * 6,396.79
 * 1,520.23
 * 5,941.22
 * 455.57
 * 2.94
 * 645.66 Pymt #4
 * 1,157.99
 * 526.00
 * 177.94
 * 3,980.00 Pymt #6
 * 124.88
 * 31.46

TOTAL DOG

23,241.13

Auto Parts
 Barbara Heggie
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Coast Hardware
 Conte's Car Wash
 Fine Fare

Misc. Automotive Parts - June 2007 - Community Dev.
 Choral Instruction - 5/14 & 7/23/2007 - Community Dev. / Senior Affairs
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 7/27/2007
 Payroll Dated 7/27/2007
 Misc. Hardware - June 2007 - Community Dev.
 Car Wash Contract - July 2007
 Refreshments for Presentation Ceremony - 7/31/2007 - Community Dev.

* 5.94
 * 50.00
 * 2,703.10
 * 4,910.44
 * 5,000.00
 * 4,077.34
 * 4,559.65
 * 350.79
 * 107.53
 * 77.10
 * 57.75

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Fisher's Repair	Service Equipment Used for Gardens Project - Community Dev.	877.90	
Fort Dearborn Life Insurance	Life Insurance - August 2007	9.80	*
Health Net of New Jersey	Health Benefits - August 2007	1,157.99	*
Horizon Blue Cross Blue Shield of NJ	Health Benefits - August 2007	1,362.03	*
Horizon Blue Cross Blue Shield of NJ	Dental Benefits - August 2007	147.76	*
Jacob L. Jones	Reimbursement of Expenses Incurred on UEZ Meetings & Programs - Community Dev.	33.98	
Jong Branch Chamber of Commerce	Annual Membership - 6/1/07-6/30/08 - Jacob Jones - Community Dev.	125.00	
Oceanview Bakery	Lunch for Workers - Gardens Project - 7/14 & 7/21/2007 - Community Dev.	74.20	
Perry's Trophy	Plaques for Gardens Project - Community Dev.	221.50	
Schoor Depalma	Engineering Services Rendered - Environmental Work - LBNGP - June 2007	695.00	Pymt #6
Vietnam Veteran's Memorial Fund	Exhibition Fee for The Wall That Heals - 7/26-7/29/2007 - Community Dev.	5,000.00	*
Vision Service Plan	Vision Benefits - August 2007	25.52	*

TOTAL HUD

31,630.32

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts - July 2007	2,047.11	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - July 2007	2,444.38	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village I - July 2007	209.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - July 2007	869.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront South - July 2007	99.00	*
Atlantic Flooring	Carpet Tiles for Library	1,676.72	
Birdsall Engineering	Engineering Services Rendered - October 2006 / June 2007 - Zoning Board	5,716.75	
Bruce Booker	Videography - 7/1 & 7/5/2007 - Recreation Dept.	100.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	7,140.59	*
City of Long Branch Clearing Account	Reimburse Clearing Account	19,031.69	*
City of Long Branch Clearing Account	Reimburse Clearing Account	3,095.76	*
City of Long Branch Clearing Account	Reimburse Clearing Account	9,519.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	4,205.98	*
City of Long Branch Clearing Account	Reimburse Clearing Account	17,020.00	*
City of Long Branch Payroll Agency	Unemployment - July 2007	589.70	*
City of Long Branch Payroll Agency	Payroll Dated 7/27/2007	18,701.80	*
City of Long Branch Payroll Agency	Payroll Dated 7/27/2007	329.89	*
Crusader Servicing Corp.	Tax Sale Premium	100.00	*
Erla Modelus/New Way Of Life Home Improv.	RCA Housing Rehab Project - 112 Rockwell Ave. - Community Dev.	16,620.00	*
Fort Dearborn Life Insurance	Life Insurance - August 2007	0.98	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Health Net of New Jersey	Health Benefits - August 2007	*	1,637.47
Ector & Leovigilda Perez / X-Pro Construction	RCA Housing Rehab Project - 227 Chelsea Ave. - Community Dev.		17,620.00
Horizon Blue Cross Blue Shield of NJ	Dental Benefits - August 2007	*	73.88
K-Mart	Towels for Summer Event Car Show - Recreation Dept.		57.80
Level G Assoc.	Parking Consultant Services - Hotel Campus - June 2007		3,645.00 Pymt #1
Lillian Zhang	Tax Sale Premium	*	300.00
Juis Gonzalez	Security Deposit - 479 Bath Ave. - Broadway Arts - Community Dev.	*	2,515.50
Maribel Gonzalez	Moving Benefits - 479 Bath Ave. - Broadway Arts - Community Dev.	*	500.00
Michael A. Irene Jr.	Legal Services Rendered - 7/10/2007 - Zoning Board	*	587.50
Music Men Productions	Sound for Jazz & Blues On the Beach - June & July 2007	*	2,400.00
NJ Dept. of Labor & Workforce Development	Unemployment - December 2006	*	3,551.76
Phillips Preiss Shapiro Assoc.	Professional Services Rendered - 7/13 & 7/17/2007 - Zoning Board		1,960.00
Ron Shah	Police Outside Overtime		1,220.00
Schoor Depalma	Professional Services Rendered - June 2007 - Planning Board	*	2,338.25
Stony Hill Assoc.	Security Deposit - 70A Stony Hill Rd. - Broadway Arts - Community Dev.	*	1,462.00
Tanisha Sweet	Moving Benefits - 70A Stony Hill Rd. - Broadway Arts - Community Dev.	*	440.00
Vision Service Plan	Vision Benefits - August 2007	*	12.76

TOTAL TRUST OTHER

149,839.27

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 222-07

**RESOLUTION AWARDING BID
FOR ANNUAL CONTRACT FOR
AGRICULTURALLY-TREATED ROCK SALT**

WHEREAS, the City of Long Branch advertised to receive bids on July 3, 2007, for an annual contract for agriculturally-treated rock salt, and the following bids were received:

International Salt Co., LLC.	\$89,940 (\$74.95 per ton)
Cargill, Inc.-Deicing Technology	\$91,440 (\$76.20 per ton)
Garden State Sealing	\$112,800 (\$94.00 per ton)
Atlantic Salt, Inc.	No Bid

WHEREAS, the bid documents were reviewed by the Purchasing Agent and found to be in order, and it is the recommendation of the Public Works Director that the bid be awarded to International Salt as the lowest bidder; and

WHEREAS, this contract is awarded as an open-ended contract for product ordered on an as-needed basis, and during the contract year certification of funds will be provided by issuance of Purchase Orders prior to placement of each order.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that an annual open-ended contract for up to 1200 tons of treated rock salt at \$74.95 per ton, be awarded to **International Salt Company. LLC**, in accordance with the bid specifications and proposal.

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

CONTRACT

THIS AGREEMENT MADE THIS 14th DAY OF August, 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 International Salt Company, LLC
PO Box 540
Clarks Summit, PA 18411-0540

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 furnish the City of Long Branch agriculturally treated salt with delivery within 72 hours of time and placement of order, 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 open ended 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 this open ended contract within fifteen 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 open ended 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 \$74.95 per ton.

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, Exhibit A, annexed hereto and made a part hereof.

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.

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: _____

Kathy Schmelz

From: "Irene Joline" <ijoline@ci.long-branch.nj.us>
To: "Schmelz, Kathy" <kschmelz@ci.long-branch.nj.us>
Sent: Friday, July 06, 2007 10:48 AM
Subject: Fw: Salt Bid

----- Original Message -----

From: Fred Migliaccio
To: Joline, Irene
Cc: Mellaci Carol
Sent: Friday, July 06, 2007 8:43 AM
Subject: Salt Bid

I have reviewed the bid documents for the rock salt and have found the lowest responsible bidder, International Salt Company, appears to meet the intent of the specification. Therefore I recommend that the bid be awarded to them. Thank you

FRED MIGLIACCIO CPWM, Director
Department of Public Works
City of Long Branch
636 Joline Avenue
Long Branch, N.J. 07740
(732) 571-6520

7/6/2007

**CITY OF LONG BRANCH
PROPOSAL FORM**

Proposal of:..... **INTERNATIONAL SALT COMPANY, LLC**

Address:..... **655 Northern Boulevard**

..... **Clarks Summit, PA 18411**

.....

In accordance with the Notice to Bidders advertisement of the City of Long Branch inviting Proposals for:

.....

.....

.....

in conformity with the attached specifications, I/we hereby certify that I am/we are the only person(s) with interest in this Proposal as principal(s), that it is made without collusion with any person, firm or corporation, that an examination has been made of the specifications, and that the equipment/materials/services will be delivered/performed within the time specified, at the bid prices detailed on the Proposal Form following.

Accompanying this Proposal is Bid/Proposal Security in the form of a Bid Bond () , Certified or Cashier's Check (...) Payable to the order of the City of Long Branch in the sum of \$ 10% not to exceed \$20,000.00 , which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project, or to furnish within the stipulated time, the Performance or Contract Bond, if required in the specifications. Otherwise, the Bid Security will be returned to the undersigned.

If required in the Notice to Bidders and specifications, also accompanying this proposal is a Consent of Surety from a surety company guaranteeing that it will provide the Performance Bond if the undersigned is awarded the contract.

PROPOSAL FORM
(Cont'd)

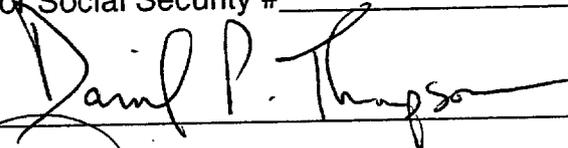
The undersigned is an/a (...) individual, (...) partnership, () corporation organized under the laws of the State of Delaware, having its principal offices at:

Clarks Summit, PA

Phone Number 888-388-4726, ext. 1 Fax Number 570-586-6463

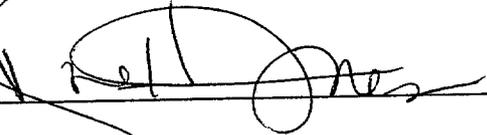
Trade Name of Bidder INTERNATIONAL SALT COMPANY, LLC

Federal I.D. # or Social Security # 52-2034785

1. Signature 

Name DANIEL P. THOMPSON

Title Vice President Highway Bidding & Sales

2. Signature 

Name ROBERT H. JONES

Title Chief Executive Officer

3. Signature _____

Name _____

Title _____

Signed this 22nd day of June, 11/9 2007

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.

**CITY OF LONG BRANCH
PROPOSAL FORM**

International Salt Co., LLC

BIDDER'S NAME

**BID PRICE PER TON FOR BULK DELIVERY OF
AGRICULTURALLY TREATED SALT
(FOB LONG BRANCH) PER ATTACHED SPECIFICATIONS**

\$ 74.95
BID PRICE PER TON

Seventy-four dollars ninety-five cents per ton

BID PRICE PER TON IN WORDS

TOTAL BID PRICE FOR 1200 TONS OF TREATED SALT

\$ 89,940.00
TOTAL BID PRICE

Eighty-nine thousand nine hundred forty dollars no cents

TOTAL BID PRICE FOR 1200 TONS OF TREATED SALT IN WORDS

Port Newark, New Jersey

LOCATION FROM WHICH TREATED SALT WILL BE SHIPPED

DELIVERY

Bidder MUST indicate the delivery time from placement of order.

Treated salt will be delivered within 72 hours of time of placement of order.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

INTERNATIONAL SALT COMPANY, LLC

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: _____

Name: _____

Home Address: _____

Home Address: _____

****PLEASE REFER TO ATTACHED SHAREHOLDERS' DISCLOSURE STATEMENT****

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Barbara A. Henshaw
Subscribed and sworn before me this 22nd day of June, 2007

Daniel P. Thompson
(Affiant)
DANIEL P. THOMPSON
Vice Pres Hwy Bidding & Sales

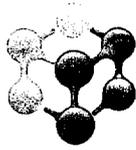
(Notary Public)

My Commission expires:

NOTARIAL SEAL
BARBARA A. HENSHAW, Notary Public
S. Abington Twp., Lackawana County, PA
My Commission Expires Oct. 6, 2009

(Print name & title of affiant)

(Corporate Seal)



SHAREHOLDERS' DISCLOSURE STATEMENT

International Salt Co., LLC is 100% owned by S.P.L., USA-Corp., S.P.L., USA-Corp.'s address is 655 Northern Boulevard, Clarks Summit, PA 18411.

S.P.L., USA-Corporation is 100% owned by K+S Salt of the Americas Holding B.V., K+S Salt of the Americas Holding B.V.'s address is Lange Lijnbaan 15, 8611 NW Harlingen, The Netherlands

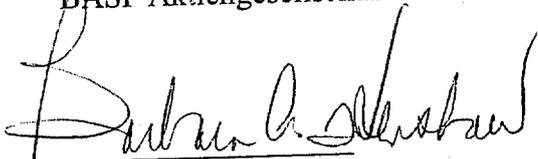
K+S Salt of the Americas Holding B.V. is 100% owned by K+S Salz GmbH, K+S Salz GmbH's address is Landschaftstr. 1, 30159 Hannover, Germany

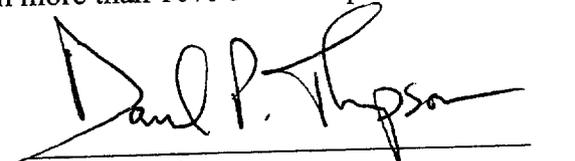
K+S Salz GmbH is 100% owned by K+S Aktiengesellschaft, K+S Aktiengesellschaft's address is Bertha-fon-Suttner-Str. 7, 34131 Kassel, Germany

K+S Aktiengesellschaft is 10.3% owned by BASF Aktiengesellschaft. BASF Aktiengesellschaft's address is ZOI - D 100, D-67056 Ludwigshafen, Germany

K+S Aktiengesellschaft has no other shareholders with more than 10% ownership.

BASF Aktiengesellschaft has no shareholders with more than 10% ownership.


Witness


Daniel P. Thompson
Vice President Highway Bidding & Sales

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ / **Pennsylvania**
County of Lackawanna

SS:

I, DANIEL P. THOMPSON residing in Clarks Summit
(name of affiant) (name of municipality)

in the County of Lackawanna and State of Pennsylvania of full age, being duly sworn according to law on my oath depose and say that:

Vice President Highway Bidding & Sales
I am _____ of the firm of International Salt Co., LLC
(title or position) (name of firm)

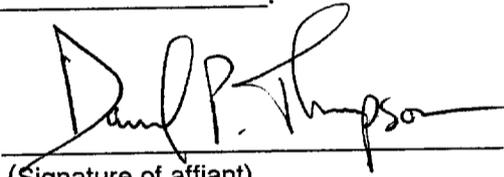
_____, the bidder making this Proposal for the bid entitled Agriculturally Treated Salt, and that I executed the said
(title of bid proposal)

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

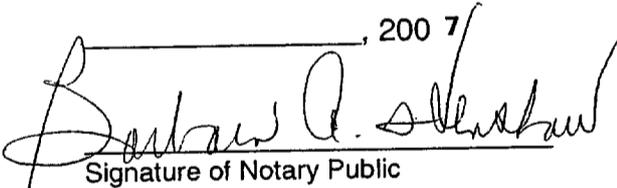
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

International Salt Co., LLC
(Name of firm)

Subscribed and sworn to before me this day **22nd day of June**

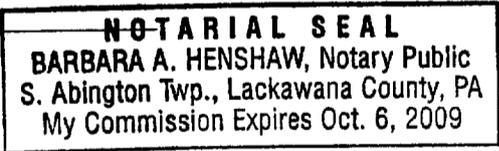


(Signature of affiant)
DANIEL P. THOMPSON
Vice President Highway Bidding & Sales
(Type or print name of affiant under signature)

_____, 2007

Signature of Notary Public

(Seal)

My Commission expires _____



**CITY OF LONG BRANCH
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

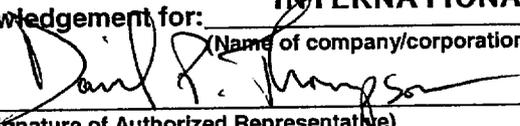
The undersigned Bidder hereby acknowledges the following information relative to receipt of Addenda for this bid (check appropriate box and provide required information):

No addenda was received by my company

My company received the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement for: INTERNATIONAL SALT COMPANY, LLC
(Name of company/corporation)

By: 
(Signature of Authorized Representative)

Name: DANIEL P. THOMPSON

Title: Vice President Highway Bidding & Sales

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as
Principal, and _____ as Surety, is _____ as
hereby held and firmly bound unto _____ as Owner, in the Penal Sum of
(\$ _____) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____ 20____

The condition of the above obligation is such that whereas the Principal has submitted to
a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

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.
(Copy attached)

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: INTERNATIONAL SALT COMPANY, LLC

SIGNATURE: _____

DANIEL P. THOMPSON

TITLE: Vice President Highway Bidding & Sales

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.

Certification 23491

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2004** to **15-AUG-2011**

INTERNATIONAL SALT COMPANY, LLC
655 NORTHERN BOULEVARD P.O. BOX 540
LACKAWANNA PA 18411



A handwritten signature in cursive script, appearing to read "John Driscoll".

State Treasurer

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE International Salt Company, LLC
655 Northern Blvd., Clarks Summit, PA 18411-8740

as Principal, hereinafter called the Principal, and The Hanover Insurance Company
6230 Fairview Road, Suite 230, Charlotte, NC 28210

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Long Branch, New Jersey
344 Broadway, Long Branch, NJ 07740

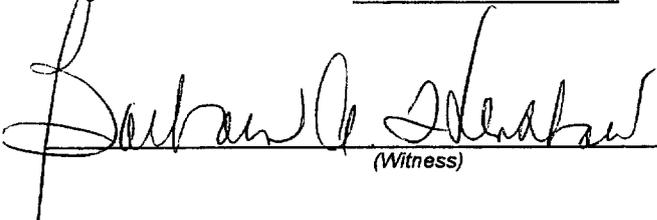
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid Not to Exceed \$20,000

Dollars (\$ 10% Not to Exceed \$20,000),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Furnishing Ice Control Rock Salt

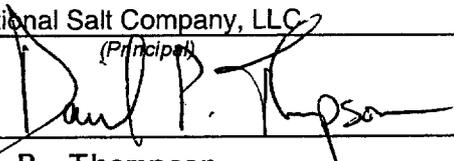
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of July, 2007


(Witness)

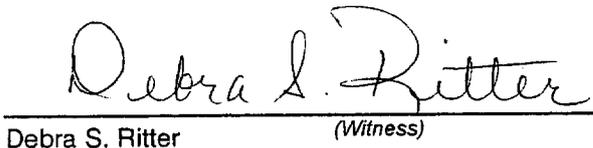
International Salt Company, LLC

(Principal) (Seal)

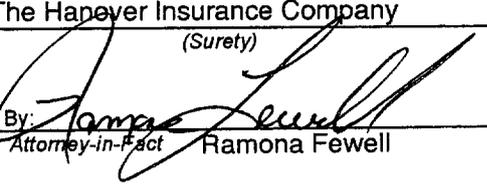
By: 
(Title)

Daniel P. Thompson
Vice President Highway Bidding & Sales
The Hanover Insurance Company

(Surety) (Seal)


(Witness)

Debra S. Ritter

By: 
Attorney-in-Fact Ramona Fewell (Title)

Jul 06 2006 4:32PM

Hanover Insurance Group

704-319-5592

p. 3

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BOND DEPT

003



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 5, 2006

NAIC COMPANY CODE: 22292

THIS IS TO CERTIFY THAT THE HANOVER INSURANCE COMPANY OF BEDFORD, NEW HAMPSHIRE, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2007, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BY THE FOLLOWING NUMERALS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21 AND 22.

PROPERTY/CASUALTY COMPANY
N.J.S.A. 17:17-1

1. Fire & Allied Lines
2. Earthquakes
3. Growing Crops
4. Ocean Marine
5. Inland Marine
6. Workers' Compensation & Employers' Liability
7. Automobile Liability (BI)
8. Automobile Liability (PD)
9. Automobile Physical Damage
10. Aircraft Physical Damage
11. Other Liability
12. Boiler & Machinery
13. Fidelity & Surety
14. Credit
15. Burglary & Theft
16. Glass
17. Sprinkler Leakage & Water Damage
18. Livestock
19. Smoke or Smudge
20. Physical Loss to Buildings
21. Radioactive Contamination
22. Mechanical Breakdown/Power Failure
23. Other (see reverse side)

N.J.S.A. 17B:17-4

26. Accident and Health

N.J.S.A. 17:17-1(g) and
N.J.A.C. 11:7-1.1 et seq.

27. Municipal Bond Insurance

LIFE INSURANCE COMPANY
Title 17B

28. Life
29. Health
30. Annuities
31. Variable Contracts
32. Other (see reverse side)

OTHER COMPANIES
N.J.S.A. 17:6B-1 et seq.

33. Title Insurance
N.J.S.A. 17:44A-1 et seq.
34. Fraternal Benefit Society
N.J.S.A. 17:46A-1 et seq.
35. Residential Mortgage Guaranty Insurance
36. Commercial Mortgage Guaranty Insurance

SPECIAL CONDITIONS

40. Non-participating Insurance Only
50. Reciprocal Exchange
60. Reinsurance Only
70. Participating Business Requirements
80. Capital & Surplus Guarantee (see reverse side)
99. (see reverse side)

STEVEN M. GOLDMAN

COMMISSIONER



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Raymond J. Garruto, Debra S. Ritter, Ramona Fewell, Martin D. Pallaza and/or Brad W. Gibson

of Charlotte, NC and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Fifteen Million and No/100 (\$15,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 20th day of June, 2007.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Richard M. Van Steenburgh

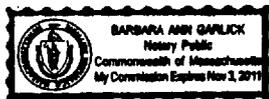
Richard M. Van Steenburgh, Vice President

Paul F. Carleo

Paul F. Carleo, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 20th day of June 2007, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 2nd day of July, 2007.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault
Stephen L. Brault, Assistant Vice President

Certified Copy Void Without Hanover Watermark



MATERIAL SAFETY DATA SHEET (MSDS)
SALT – SODIUM CHLORIDE

SECTION I – GENERAL

Trade Name: SALT	C.A.S. Number: 7647-14-5
Chemical Name: SODIUM CHLORIDE	Formula: NaCl
Molecular Weight: 58.4428	
Address: 183 Tajamar Street, Office 601 Las Condes Santiago Chile	Contact: Claudio Casanueva Phone: 56 (2) 2338550 Date Issued: 01/2/1999 Date Revised: Same

SECTION II – FIRST AID

Emergency Phone Number: 56 (2) 2338550
Skin: Wash with water
Eyes: Irrigate with plenty of water

SECTION III - HAZARDS INFORMATION – HEALTH

Inhalation: Inhalation of product may cause mild irritation of nose and throat
Ingestion: Ingestion of large amounts (greater than 0.1 lb) may cause gastrointestinal upset.
Skin: Dust may cause irritation.
Eyes: Dust may cause irritation.
Permissible Concentration: Air: None established Biological: No TLV established
Unusual Chronic Toxicity: None

SECTION IV - HAZARDS INFORMATION

Flash Point °C : Not flammable Auto ignition Temp °C : N/A
Open Cup Closed Cup
Flammable Limits In Air (% by volume) – N/A

SECTION V – PRECAUTIONS/PROCEDURES

Fire Extinguishing Agents Recommended: N/A Fire Extinguishing Agents to Avoid: N/A
Special Fire Fighting Precautions: N/A
Ventilation: Local exhaust if dusty conditions prevail.
Normal Handling: Avoid eye contact or prolonged skin contact.
Storage: Wet or damp conditions can cause caking or corrosion of metal contact surfaces.
Spill or Leak: Shovel up dry material into an empty container. Flush residue with water down local sewer.
Special: Precautions/Procedures/Label Instructions: Store in cool, dry area. No special cautions or labeling are required.

SECTION VI – PERSONAL PROTECTIVE EQUIPMENT

Respiratory Protection: When required, use a respirator approved by NIOSH for product dust.
Eyes and Face: In extremely dusty areas, chemical safety goggles should be used.
Hands, Arms, and Body: Wear long-sleeved shirts and trousers for routine product handling. Gloves are optional.
Other Clothing and Equipment: N/A

SECTION VII – PHYSICAL DATA

Material is (At Normal Conditions) **Liquid** **Solid** **Gas** _____
 Appearance and Odor: **White crystalline solid. Slight saline odor.**
 Boiling Point: **1465°C** Specific Gravity (H₂O = 1): **2.16** Vapor Density (Air – 1): **N/A**
 Melting Point: **800°C** Vapor Pressure (mm Hg at 20°C): **2.4 mm at 746.9°C**
 Solubility In Water (% By Weight): **26.395 Max at 60°F** ph (20% Solution): **6.5 – 9.5**

SECTION VIII – REACTIVITY DATA

Stability: **Stable** **Unstable**
 Conditions to Avoid: **Wet/damp conditions can cause caking and corrosion.**
 Incompatibility (Materials to Avoid): **None provided the product is dry.**
 Hazardous Decomposition Products: **None**
 Hazardous Polymerization: **May Occur** **Will Not Occur**
 Conditions To Avoid:

SECTION IX – HAZARDOUS INGREDIENTS (Mixtures Only)

Material or Component/ C.A.S. No.: **Sodium Chloride, CAS 7645-14-5**

Weight %:

Hazard Data (See Section J):

SECTION X – ENVIRONMENTAL

Degradability / Aquatic Toxicity: **Product is inorganic and may persist in the environment.**
 EPA Hazardous Substance?

Yes **No** **If so, reportable quantity** _____ 40 CFR 116 – 117

Waste Disposal Methods (Disposer Must Comply With Federal, State and Local Disposal or Discharge Laws): **Flush to sewer if permitted by applicable disposal regulations.**

RCRA Status of Unused Material: **Not a "hazardous waste."**

40 CFR 261

SECTION XI – REFERENCES

Permissible Concentration References:

Regulatory Standards: **FDA regulations apply to food use and USP/NF grades (21 CFR).**
USDA regulations apply to use in meat and poultry products.

D.O.T. Classification: **N/A** - 49 CFR

General: **(a) Recommendations of the Salt Institute**

SECTION XII – ADDITIONAL INFORMATION

This product is not for food or drug use unless material is labeled "food grade", "USP grade", or "NF grade", as applicable.

This product safety data sheet is offered solely for your information, consideration and investigation. Compania Minera Punta de Lobos S.A. provides no warranties, either express or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein.

Material Safety Data Sheet

WEGO CHEMICAL & MINERAL CORP (MSDS FOR YPS)

239 Great Neck Road

Great Neck, NY 11021

Date of Revision: 5/9/2002

Sodium Ferrocyanide

Section 1 - Chemical Product and Company Identification

Product/Chemical Name: Sodium Ferrocyanide

Chemical Formula: Na₄Fe(CN)₆·10H₂O

CAS Number: 13601-19-9

Other Designations: Sodium ferrocyanide; tetrasodium hexacyanoferrate

Derivation:

General Use: Manufacture of sodium ferricyanide, blue pigments, blueprint paper, anti-caking agent for salt, ore flotation, pickling metals, polymerization catalyst, photographic fixing agent.

Emergency Telephone: 1-800-424-9300 (Chemtrec)

Section 2 - Composition / Information on Ingredients

Ingredient Name	CAS Number	EINECS/ELINCS	% wt or % vol
Sodium Ferrocyanide	13601-19-9	237-081-9	100

Limit values: No limit values have been established for this product for use in the USA and Canada.

Ingredient	OSHA PEL		ACGIH TLV		NIOSH REL		NIOSH
	TWA	STEL	TWA	STEL	TWA	STEL	IDLH
Sodium Ferrocyanide	none estab.						

Section 3 - Hazards Identification

☆☆☆☆☆ Emergency Overview ☆☆☆☆☆

MAY CAUSE EYE AND SKIN IRRITATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING. MAY BE HARMFUL IF SWALLOWED.

HMIS	
H	1
F	0
R	0
PPE†	
†Sec. 8	

Potential Health Effects

Primary Entry Routes: Inhalation, Ingestion

Target Organs: None listed

Acute Effects

Inhalation: May cause respiratory tract irritation. May cause anoxia, characterized by weakness, headache, dizziness, confusion, cyanosis, weak and irregular heartbeat, collapse, unconsciousness, convulsions, coma and death.

Eye: May cause mild eye irritation.

Skin: May cause skin irritation.

Ingestion: May cause gastrointestinal irritation with nausea, vomiting and diarrhea.

Carcinogenicity: IARC, NTP, and OSHA do not list sodium ferrocyanide as a carcinogen.

Medical Conditions Aggravated by Long-Term Exposure:

Chronic Effects: unknown

Section 4 - First Aid Measures

Inhalation: Supply fresh air. If required, provide artificial respiration.

Eye Contact: Rinse opened eye for several minutes under running water. Then consult a doctor if irritation persists.

Skin Contact: Immediately wash with water and soap and rinse thoroughly. Seek medical advice if irritation persists.

Ingestion: If material is swallowed, induce vomiting if patient is conscious. Never give anything by mouth to an unconscious person. Seek medical advice.

After first aid, get appropriate in-plant, paramedic, or community medical support.

Note to Physicians: Treat symptomatically and supportively.

Sodium Ferrocyanide

Section 5 - Fire-Fighting Measures

Flash Point: not applicable

Flash Point Method:

Burning Rate:

Autoignition Temperature: not determined

LEL: not determined

UEL: not determined

Flammability Classification: Product is not flammable.

Extinguishing Media: Product is not flammable. Use firefighting measures that suit the surrounding fire.

Unusual Fire or Explosion Hazards: none

Hazardous Combustion Products:

Fire-Fighting Instructions: Do not release runoff from fire control methods to sewers or waterways.

Fire-Fighting Equipment: Because fire may produce toxic thermal decomposition products, wear a self-contained breathing apparatus (SCBA) with a full facepiece operated in pressure-demand or positive-pressure mode.



Section 6 - Accidental Release Measures

Spill /Leak Procedures: Wear protective equipment. Keep unprotected persons away. Ensure adequate ventilation. Avoid raising dust. Eliminate flammables. Eliminate all ignition sources. Dispose contaminated material as waste according to official regulations.

Large Spills

Containment: For large spills, dike far ahead of liquid spill for later disposal. Do not release into sewers or waterways.

Cleanup: Water, if necessary with cleansing agents.

Regulatory Requirements: Follow applicable OSHA regulations (29 CFR 1910.120).

Section 7 - Handling and Storage

Handling Precautions: Keep container tightly sealed.

Storage Requirements: Store in a cool, dry, well-ventilated area away from incompatible substances.

Section 8 - Exposure Controls / Personal Protection

Engineering Controls:

Ventilation: Provide general or local exhaust ventilation systems to maintain airborne concentrations below OSHA PELs (Sec. 2). Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.

Administrative Controls:

Respiratory Protection: Seek professional advice prior to respirator selection and use. Follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a MSHA/NIOSH-approved respirator. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen. For emergency or non-routine operations (cleaning spills, reactor vessels, or storage tanks), wear an SCBA.

Warning! Air-purifying respirators do not protect workers in oxygen-deficient atmospheres. If respirators are used, OSHA requires a written respiratory protection program that includes at least: medical certification, training, fit-testing, periodic environmental monitoring, maintenance, inspection, cleaning, and convenient, sanitary storage areas.

Protective Clothing/Equipment: Wear chemically protective gloves, boots, aprons, and gauntlets to prevent prolonged or repeated skin contact. Wear protective eyeglasses or chemical safety goggles, per OSHA eye- and face-protection regulations (29 CFR 1910.133). Contact lenses are not eye protective devices. Appropriate eye protection must be worn instead of, or in conjunction with contact lenses.

Safety Stations: Make emergency eyewash stations, safety/quick-drench showers, and washing facilities available in work area.

Contaminated Equipment: Separate contaminated work clothes from street clothes. Launder before reuse. Remove this material from your shoes and clean personal protective equipment.

Comments: Never eat, drink, or smoke in work areas. Practice good personal hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics.

Sodium Ferrocyanide

Section 9 - Physical and Chemical Properties

Physical State: solid	Water Solubility: 318.5 g/l @ 20 °C
Appearance and Odor: yellow semi-transparent crystals/odorless	Other Solubilities:
Odor Threshold:	Boiling Point: N/A
Vapor Pressure:	Freezing/Melting Point: N/A
Vapor Density (Air=1):	Decomposition Point: 815 °F (435 °F)
Formula Weight: 303.91	Viscosity:
Density/Specific Gravity (H₂O=1, at 4 °C): 1.458	Refractive Index:
pH:	Surface Tension:
	% Volatile:
	Evaporation Rate:

Section 10 - Stability and Reactivity

Stability: Sodium Ferrocyanide is stable at room temperature in closed containers under normal storage and handling conditions.
Polymerization: Hazardous polymerization cannot occur.
Chemical Incompatibilities: Oxidizing agents, ammonia, chromic acid and strong acids.
Conditions to Avoid: incompatibilities. **ACIDS:** Evolution of highly toxic and flammable hydrogen cyanide gas. **OXIDIZERS (STRONG):** Fire and explosion hazard.
Hazardous Decomposition Products: Thermal oxidative decomposition of Sodium Ferrocyanide can produce oxides of nitrogen, carbon monoxide, carbon dioxide and hydrogen cyanide.

Section 11 - Toxicological Information

SODIUM FERROCYANIDE:

ADDITIONAL DATA: Because of the strong chemical bond between the cyanide group and the iron, ferrocyanides do not release cyanide under normal conditions. However, certain industrial processes may release hydrogen cyanide which is a chemical asphyxiant.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE: SODIUM FERROCYANIDE: May cause irritation to the respiratory tract. Ferrocyanides have a low order of toxicity. However, certain industrial processes may release hydrogen cyanide which is a chemical asphyxiant.

CHRONIC EXPOSURE: SODIUM FERROCYANIDE: No data available.

SKIN CONTACT:

ACUTE EXPOSURE:

SODIUM FERROCYANIDE: May cause irritation.

CHRONIC EXPOSURE:

SODIUM FERROCYANIDE: No specific data available. No dermatitis was reported in workers handling potassium ferrocyanide over a number of years.

EYE CONTACT:

ACUTE EXPOSURE:

SODIUM FERROCYANIDE: Dust may cause irritation.

CHRONIC EXPOSURE:

SODIUM FERROCYANIDE: No data available.

INGESTION:

ACUTE EXPOSURE:

SODIUM FERROCYANIDE: The reported probable lethal dose in humans is 0.5-5.0 gm/kg. Ferrocyanide salts are rapidly excreted in urine without metabolic alteration.

CHRONIC EXPOSURE:

Sodium Ferrocyanide

SODIUM FERROCYANIDE: No data available.

* See NIOSH, *RTECS*, for additional toxicity data.

Section 12 - Ecological Information

Ecotoxicity: data not available.
Environmental Fate: data not available.
Environmental Degradation: data not available.
Soil Absorption/Mobility: data not available.

Section 13 - Disposal Considerations

Disposal: Contact your supplier or a licensed contractor for detailed recommendations. Follow applicable Federal, state, and local regulations.

Disposal Regulatory Requirements:

Section 14 - Transport Information

DOT Transportation Data (49 CFR 172.101): Not Regulated

Shipping Name:	Packaging Authorizations	Quantity Limitations
Shipping Symbols:	a) Exceptions:	a) Passenger, Aircraft, or Railcar:
Hazard Class:	b) Non-bulk Packaging:	b) Cargo Aircraft Only:
ID No.:	c) Bulk Packaging:	
Packing Group:		Vessel Stowage Requirements
Label:		a) Vessel Stowage:
Special Provisions (172.102):		b) Other:

Section 15 - Regulatory Information

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4): Not regulated.
SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):
Not regulated.
SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):
Not regulated.
SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):
ACUTE: No
CHRONIC: No
FIRE: No
REACTIVE: No
SUDDEN RELEASE: No
SARA TITLE III SECTION 313 (40 CFR 372.65): Not regulated.
OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

STATE REGULATIONS:

California Proposition 65: Not regulated.

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.
TSCA 12(b) EXPORT NOTIFICATION: Not listed.

Section 16 - Other Information

Disclaimer: All information, recommendations and suggestions appearing herein are based upon sources believed to be reliable. However, it is the users responsibility to determine the safety, toxicity and suitability for its own use of this product. WEGO CHEMICAL & MINERAL CORP. DOES NOT ASSUME ANY LIABILITY ARISING OUT OF THE USE BY OTHERS OF THIS PRODUCT.

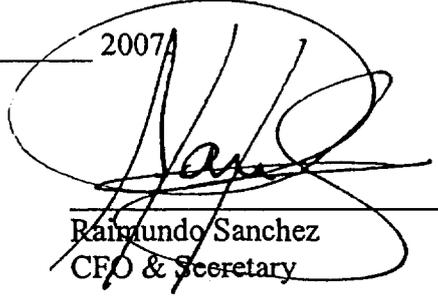
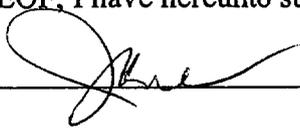
CERTIFIED RESOLUTION

I, the undersigned, Secretary of International Salt Company, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having its principal place of business in Clarks Summit, Pennsylvania, hereby certify that the following is a true copy of certain resolution duly adopted by the Board of Directors of said company in accordance with the Operating Agreement of the company, and recorded in the minutes on August 3, 2005, and not subsequently rescinded or modified:

RESOLVED, that the Chief Executive Officer, Chief Financial Officer, Vice Presidents, and Directors, of this Company or any of them, be and they hereby authorized to execute on behalf of this Company all documents required for or incident to this Company's offer to sell to states, commonwealths, municipalities and governmental entities, salt for ice control purposes, the foregoing authority to continue until and unless specifically modified or withdrawn by the Board of Directors of this Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and the seal of said Company

this 27th day of June 2007



Raimundo Sanchez
CFO & Secretary

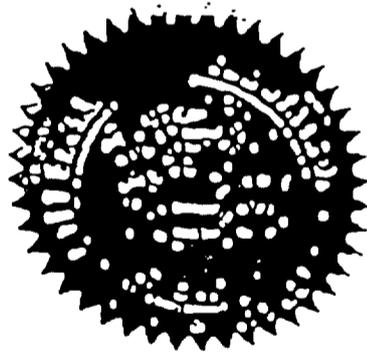
STATE OF NEW JERSEY
DEPARTMENT OF STATE
FILING CERTIFICATION (CERTIFIED COPY)

INTERNATIONAL SALT COMPANY, LLC

I, the Secretary of State of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the
Certificate of Foreign
Limited Liability Company
Filed in this office
May 29, 1997
0600038675

as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

IN TESTIMONY WHEREOF, I have
herewith set my hand and
affixed my Official Seal
at Trenton, this
30th day of May, 1997



A handwritten signature in cursive script, appearing to read "Lonna R. Hooks".

LONNA R HOOKS
Secretary of State



New Jersey Department of State
 Division of Commercial Recording
 Registration of Foreign Limited Liability Company

FILED

L-101 N

MAY 20 1997

LONNA R. HOOKS
 Secretary of State

This form may be used to obtain authorization for a foreign Limited Liability Company to conduct business in New Jersey, pursuant to New Jersey Law 42, the New Jersey Limited Liability Company Act and insure that all applicable filing fees are paid. This form is intended to simplify filing with the Secretary of State. Applicants are advised to seek out private legal assistance before filing with the Secretary's office.

1. Name of Limited Liability Company: **International Salt Company, LLC**
2. Alternate name of Limited Liability Company:
3. The purpose for which this Limited Liability Company is organized is: **To engage in the sale and distribution of de-icing rock salt to cities, counties, commonwealths and municipalities but not limited to bidding on contracts and negotiating agreements to effect that purpose.**
4. Limited Liability Company State: **Delaware**
5. Original Date of formation: **May 6, 1997**
6. Registered Agent Name & Address (must be in NJ):
**LEXIS Document Services Inc.
 208 West State Street
 Trenton, NJ 08608-1002**
7. Date Limited Liability Company intends to start business activity in NJ: **upon qualification**
8. Other provisions (list below or attach to certificate):

The undersigned represent(s) that this Limited Liability Company has been formed under the laws of the state of origin and is an active, valid Limited Liability Company or registered Limited Liability Partnership in that state. The undersigned are authorized to sign this certificate on behalf of the Limited Liability Company and that this filing complies with New Jersey Law 42.

International Salt Company, LLC Name	Date
By: S.P.L.-USA, Corp., a Member	May 23, 1997
By:	

05/07/04

Taxpayer Identification# 522-034-785/000

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: INTERNATIONAL SALT COMPANY, LLC	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 522-034-785/000	SEQUENCE NUMBER: 0102654	
ADDRESS: 655 NORTHERN BLVD CLARKS SUMMIT, PA 18411	ISSUANCE DATE: 05/07/04	
EFFECTIVE DATE: 05/19/97		
FORM-BRC(08-01)	Acting Director <i>John E. Tully</i>	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

09/02/04

Taxpayer Identification# 223-248-916/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (809)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: T.E.V. CORP.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 223-248-916/000	SEQUENCE NUMBER: 0813596	
ADDRESS: 182 CALCUTTA NEWARK NJ 07114	ISSUANCE DATE: 09/02/04	
EFFECTIVE DATE: 08/13/93	<i>John E. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

CITY OF LONG BRANCH BID DOCUMENT CHECKLIST

REQUIRED
BY OWNER

READ, SIGNED
& SUBMITTED

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

R# 223-07

**RESOLUTION AWARDING BID
FOR LEASE/PURCHASE OF LAW ENFORCEMENT VEHICLES
FOR THE PUBLIC SAFETY DEPARTMENT**

WHEREAS, the City of Long Branch advertised to receive bids on July 3, 2007, for thirty-six month lease/purchase of five full-size law enforcement vehicles for the use by its Department of Public Safety and the following bid was received:

Day Ford / Commerce Commercial Leasing, LLC 1600 Golden Mile Hwy Monroeville, PA 15146	\$119,481.48 (plus \$1.00 buy out and \$350.00 document fee)
Chas S. Winner, Inc. dba Winner Ford / Ford Motor Credit 250 Haddonfield – Berlin Road Cherry Hill, NJ 08034	\$123,805.08 (plus \$1.00 buy out and \$350.00 document fee)

WHEREAS, the bid documents were reviewed by the Purchasing Agent and a representative of the Long Branch Police Department and found to be in order, and it is the recommendation of the Public Safety Director that it is in the best interest of the City to award a contract for said vehicles to Day Ford; 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 2007 Budget, Appropriation #7-01-062-399, in the amount of **\$\$119,832.48** with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2008 and future budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract for thirty-six month lease/ purchase of five 2008 Ford Crown Victoria vehicles be awarded to Day Ford, in accordance with the bid specifications and proposal, bid price for 36 month Lease/Purchase in accordance with bid specifications for a sum not to exceed \$119,832.48.

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

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:

**36 MONTH LEASE/PURCHASE OF 5 VEHICLES FOR
DEPARTMENT OF PUBLIC SAFETY-DIVISION OF POLICE**

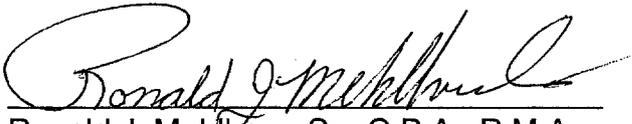
Said contract being made as follows:

DAY FORD, INC. /COMMERCE COMMERCIAL LEASING, LLC	\$119,832.48
---	---------------------

Said funds being available in the form of:

<u>2007 BUDGET</u> DEPARTMENT OF PUBLIC SAFETY DIVISION OF POLICE APPRO. #7-01-062-399	\$3,318.93*
---	--------------------

*CONTINUATION OF THIS CONTRACT IS CONTNGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFERS, EMERGENCY APPROPRIATIONS, AND/OR PROVISION OF ADEQUATE FUNDS IN THE 2008 AND FUTURE BUDGETS.



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

8/8/07
Date

CONTRACT

THIS AGREEMENT MADE THIS 14th DAY OF August, 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 Day Ford
1600 Golden Mile Highway
Monroeville, PA 15146

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 furnish the City of Long Branch, Five (5) Ford Crown Victoria for the Department of Public Safety; 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 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 \$119,832.48.

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, Exhibit A, annexed hereto and made a part hereof.

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.

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: _____

Irene Joline

From: "a muolo" <amuolo@ci.long-branch.nj.us>
To: "Irene Joline" <ijoline@ci.long-branch.nj.us>
Cc: "Carol Mellaci" <cmellaci@ci.long-branch.nj.us>
Sent: Monday, July 30, 2007 1:28 PM
Subject: Recommendation of Bid

Dear Mrs. Joline,

After reviewing both bids for the five Ford, 2008, Crown
Victoria's,
I recommend that the city award the contract to the lowest
bidder,
Day Ford, Inc.

Respectfully submitted,

Capt. Alphonse Muolo, 3238

7/30/2007

CITY OF LONG BRANCH BID DOCUMENT CHECKLIST

REQUIRED
BY OWNER

READ, SIGNED
& SUBMITTED

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

REVIEWED

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

**CITY OF LONG BRANCH
PROPOSAL FORM**

Proposal
of:.....

Day Ford

Address:.....

1600 Golden Mile Hwy
Monroeville, Pa 15146

In accordance with the Notice to Bidders advertisement of the City of Long Branch inviting Proposals for:

Lease/Purchase of Full Sized
Law Enforcement Vehicles

.....
in conformity with the attached specifications, I/we hereby certify that I am/we are the only person(s) with interest in this Proposal as principal(s), that it is made without collusion with any person, firm or corporation, that an examination has been made of the specifications, and that the equipment/materials/services will be delivered/performed within the time specified, at the bid prices detailed on the Proposal Form following.

Accompanying this Proposal is Bid/Proposal Security in the form of a Bid Bond (X), Certified or Cashier's Check (...) Payable to the order of the City of

Long Branch in the sum of \$ 15,000.00, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project, or to furnish within the stipulated time, the Performance or Contract Bond, if required in the specifications. Otherwise, the Bid Security will be returned to the undersigned.

If required in the Notice to Bidders and specifications, also accompanying this proposal is a Consent of Surety from a surety company guaranteeing that it will provide the Performance Bond if the undersigned is awarded the contract.

PROPOSAL FORM
(Cont'd)

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

Monroeville, PA.

NS Phone Number 856-547-3977 NS Fax Number 856-649-0395

Trade Name of Bidder DAY FORD

Federal I.D. # or Social Security # 25-1366537

1. Signature Richard Di Renzo

Name RICHARD Di Renzo

Title GOVERNMENT SALES Mgr.

2. Signature [Signature]

Name LEN POLISTINA

Title GOVERNMENT SALES Mgr.

3. Signature [Signature]

Name _____

Title _____

Signed this 2 day of July, 192007.

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.

CITY OF LONG BRANCH
PROPOSAL FORM

PAGE 1 OF 2

Bidder's Name: DAY FORD

Total Bid Price for 36 month Lease/Purchase
W/\$1 Buy-out for FIVE vehicles, in accordance
with bid specifications

\$ 119,481.48

Total Bid Price For 36 Month Lease/Purchase for Five Vehicles in Words

Summary of Costs:

Equipment cost

Cost of the vehicle without financing

\$ 22,098.62

Monthly Lease/Purchase Payment for five vehicles:

\$ 3,318.93
(Monthly lease payment)

Financing APR: 5.15 %

Document Fee, if applicable: \$350.00

(Note that if a document fee is to be charged, it will be paid separately by the City and should not be included in the bid price above, nor in the financing calculation. However, the document fee will be into consideration in determining the low bidder for this bid.

Assignment of Financing: If the bidder intends to assign the financing of this contract to a third party, it must provide, with its bid, a letter identifying that party, as required in the paragraph entitled "Scope".

DELIVERY

Delivery will be made within 90-120 calendar days of Notice of Award of the contract.

Dependent on Ford Production

CITY OF LONG BRANCH
PROPOSAL FORM

VEHICLE INFORMATION

Make, Model, Year of Vehicles FORD CROWN VICTORIA 2008
EPA EST. MPG (City driving) _____
Wheel Base of Vehicle _____
Engine Size 4.6 L
Transmission Electronic AOD Trans
Rear Axle 3.27 - Limited Slip
Tire and Rim Sizes P235/55 R17 BSW

Additional Features/Options included in Bid Price: _____
As per Spec

NAME AND LOCATION OF SERVICE FACILITY: _____
Any AUTHORIZED FORD DEALERSHIP
ATTACHED

GUARANTEE

Describe Manufacturer's Vehicle Guarantee/Warranty to be provided:
ATTACHED

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: William Nummitt
Home Address: 1621 Hollowtree
Pittsburgh, Pa.

Name: _____
Home Address: _____

Subscribed and sworn before me this 27th day of June, 2007

(Notary Public)
Frank T. Kelly
My Commission expires. **FRANK T. KELLY**
A Notary Public of New Jersey
My Commission Expires November 8, 2007

Richard Di Renzo
(Affiant)
Richard Di Renzo
(Print name & title of affiant)
Gov-T Sales Mgr.
(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of CAMDEN

SS:

I, RICHARD Di Renzo residing in Haddon Heights
(name of affiant) (name of municipality)
in the County of Camden and State of New Jersey of
full age, being duly sworn according to law on my oath depose and say that:

I am Gov-T Sales Mgr of the firm of _____
(title or position) (name of firm)

Day Ford, the bidder making this Proposal for
the bid entitled Lease/Purchase Police Vehicles, and that I executed the said
(title of bid proposal)

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

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

Day Ford
(Name of firm)

Subscribed and sworn to
before me this day

JUNE 27TH, 20007

Frank T. Kelly
Signature of Notary Public

Richard Di Renzo
(Signature of affiant)

RICHARD Di RENZO
(Type or print name of affiant under signature)
Gov-T Sales Mgr.

(Seal)

FRANK T. KELLY
A Notary Public of New Jersey
My Commission Expires **November 8, 2007**

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:

<u>ADDENDUM NUMBER</u>	<u>DATED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement for: DAY FORD
(Name of company/corporation)

By: *Richard D. Kenzo*
(Signature of Authorized Representative)

Name: RICHARD D. KENZO

Title: Gov't Sales Mgr

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.

BID BOND - Attached

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as
Principal, and _____ as Surety, is _____ as

hereby held and firmly bound unto _____ as Owner, in the Penal Sum of
(\$ _____) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____ 20____

The condition of the above obligation is such that whereas the Principal has submitted to
a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Witness

BY: _____
Witness

Principal

Surety

Attorney-in-Fact

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: Day Ford

SIGNATURE: Richard Diley

TITLE: Gov't Sales Mgr

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.

BOND NO: BN 81220

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, **DAY FORD**
Principal, and **SENTRY SELECT INSURANCE COMPANY** as Surety, is

as

hereby held and firmly bound unto **CITY OF LONG BRANCH, NJ** as Owner, in the Penal Sum of
FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this **2ND** day of **JULY** 2007

The condition of the above obligation is such that whereas the Principal has submitted to

CITY OF LONG BRANCH, NJ

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

FIVE (5) 2008 CROWN VICTORIA'S LEASE/PURCHASE OF FULL SIZED LAW ENFORCEMENT

NOW THEREFORE,

VEHICLES

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: Donald Philly
Witness

DAY FORD
Principal
W.E. Hummel
PRESIDENT

BY: [Signature]
Witness

SENTRY SELECT INSURANCE COMPANY
Surety
Sita M. Sinder
Attorney-in-Fact

CONSENT OF SURETY

2 July 2007

**TO: CITY OF LONG BRANCH
LONG BRANCH, NJ 07740**

GENTLEMEN:

We, the **SENTRY SELECT INSURANCE COMPANY**
1800 North Point Drive
Stevens Point, WI 54481-4444

a Surety Company authorized to do business in the State of New Jersey hereby agree that if

DAY FORD
Monroeville, Pennsylvania 15146

is awarded the bid referencing Bond No. **BN 81220**, we will write the required Performance and/or Labor and Material Bond if so needed.

Sentry Select Insurance Company
Surety

By *Qita M. Surden*
Attorney-in-Fact

**SENTRY SELECT INSURANCE COMPANY
POWER OF ATTORNEY
Bond Number: BN 81220**

Form 14000 (Rev. 01/2004)

Know all men by these presents, that Sentry Select Insurance Company, a corporation duly organized under the laws of the State of Wisconsin, and having its principal place of business in the City of Stevens Point, State of Wisconsin, does hereby make, constitute and appoint TIMOTHY J. BETKER, DANIEL L. ZASTAVA, RITA M. GINDER and JEAN R. VANDI LAARSCHOT, as its true and lawful Attorneys-in-Fact, for it, and in its name, place and stead, with full power and authority to sign, execute, acknowledge and deliver for and on its behalf as Surety, any and all bonds with an effective date on or after July 21, 2006.

Signed:

James C. Clawson, President
Sentry Select Insurance Company



Attest:

William O'Reilly, Secretary
Sentry Select Insurance Company

ACKNOWLEDGMENT

State of Wisconsin)
County of Portage) ss.

I, Shelley M. McEachen, Notary Public, do hereby certify that James C. Clawson and William M. O'Reilly, the President and the Secretary, respectively, of Sentry Select Insurance Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of July, 2006



Shelley M. McEachen
My Commission expires 2/21/2010

AUTHORIZATION

I, William O'Reilly, Secretary of Sentry Select Insurance Company, hereby certify that Sentry Select Insurance Company is duly licensed to transact fidelity and surety business in all States of the United States of America, that the foregoing Power of Attorney is a correct and true copy of the original Power of Attorney, that said Power of Attorney has not been revoked, and I further certify that the following is a true and exact copy of two resolutions passed by the Board of Directors of Sentry Select Insurance Company at meetings held by said Board, a quorum being present and voting on the date specified below, which resolutions are still in effect:

RESOLVED, that the President or any Senior Vice President in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizance, contracts of indemnity, waivers of claim and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons. (Adopted 11 September 1969.)

RESOLVED, that the signature of any Officer authorized by the Bylaws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either for the execution of any bond, undertaking, recognizance or other written obligation in nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. (Adopted 29 April 1971.)
Given under my hand and official seal, this 2 July 2007.

William O'Reilly, Secretary
Sentry Select Insurance Company



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Seabreeze
(732) 681-1600

119 Newman Springs Rd E, Shrewsbury, NJ 07702

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FAX number
 (732) 681-1687

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Seabreeze (732) 681-1600 119 Newman Springs Rd E, Shrewsbury, NJ: Big Red Motor Sports (732) 842-4800 131 Newman Springs Rd E, Red Bank, NJ: Yellow Car Company <http://new-jersey-cars-sale.com/fair-haven/>

[Lincroft, New Jersey restaurants guide](#)

Seabreeze Caterers (732) 530-7910 Red Bank, NJ: Ryan's Homemade Ice Cream (732) 842-5874 462 Shrewsbury Ave, Tinton Falls, NJ: Dakshin Indian Restaurant (732) 706-9001 <http://newjerseydinner.com/lincroft/>

[Scobeyville, New Jersey restaurants guide](#)

215 Newman Springs Rd E, Shrewsbury, NJ: Cobblestone Diner Restaurant (732) 542-4488 ... 88 Bridge Ave, Red Bank, NJ: **Seabreeze Caterers** (732) 530-7910 Red Bank, NJ: Quiznos Sub <http://newjerseydinner.com/scobeyville/>

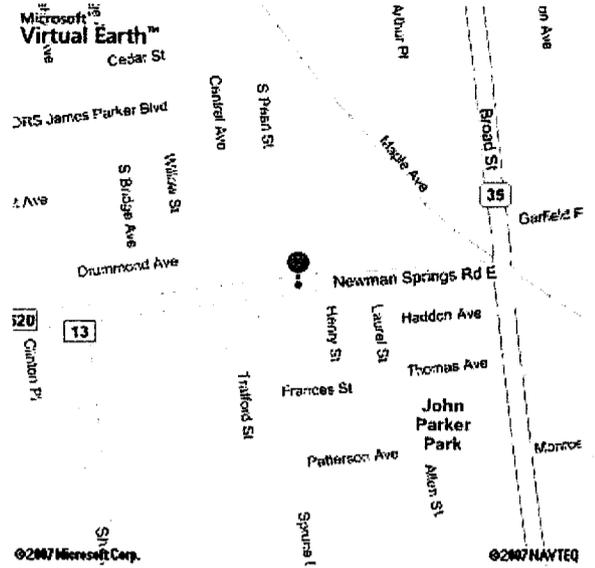
[Coldwell Banker Residential Brokerage](#)

Owned and Operated by NRT Incorporated. Broker of Record: Ronnie Laiken, 339 Jefferson Road, Parsippany, NJ 07054 973.240.5400. <http://ww2.coldwellbankermoves.com/defaultmain.asp>

[find a retailer page](#)

2865 **Seabreeze Drive** Gulfport, Fl 33707 305-931-1290. New Balance - Fort Myers 1900 Trailwinds Drive ... Shrewsbury, NJ 07702 732-936-9155. New Balance - Cherry Hill 1990 East Marlton Pike <http://www.newbalancesunwear.com/retail.html>

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Country Ford Mercury Jeep

(800) 355-0192

www.countryfmj.com

80 Broad St, Long Branch, NJ 07740

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http://www.lemonlawclaims.com/automobile_dealer_fraud_and_deception.htm

[Ford Dealers | DealerNet](#)

Bob Turner's Ford Country 1101 Montano NE ... 215/219 Route 202 & Route 31 Flemington, NJ 08822 Ford Lincoln Mercury of ... Landers McLarty Ford & Jeep 2609 South Walton ...

<http://www.dealernet.com/New-Car-Dealers.aspx?veh=mk:Ford>

[New Jersey Used Car Dealers](#)

Hackensack, NJ 07601 201-489-3400 Jeep Eagle 17 633 North Route 17 ... Long Branch, NJ 07740 732-870-1223. Colt Auto Sales 590 ... Country Ford Mercury 80 Broad St Elmer, NJ 08318 856-358-8111

<http://www.new-jersey-used-cars.com/dealerships.htm>

[DealerRater.com - Dealer Reviews, Car Dealer Directory, Dealership ...](#)

Action Ford-Mercury Inc - Hartsville, South Carolina ... Al Packer Lincoln Mercury Jeep - Baltimore, Maryland ... Bear Country Ford Inc - Huntington Mills, Pennsylvania

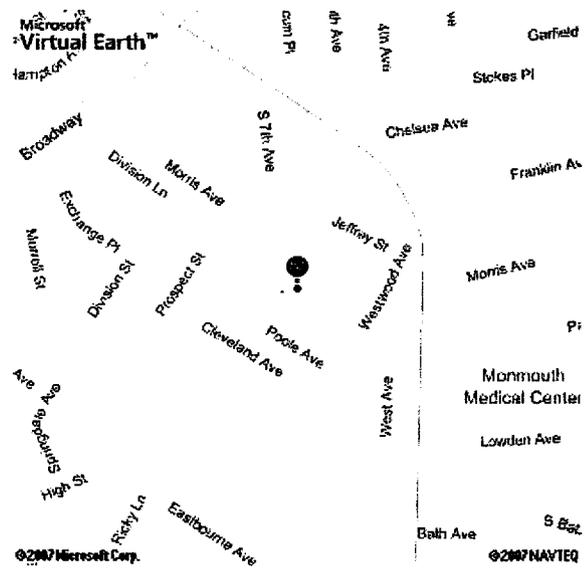
<http://www.dealerrater.com/dealer-ratings/reviews.html>

[New Jersey Motorcycle Dealer - Harley-Davidson/Buell of Long Branch ...](#)

Harley-Davidson/Buell of Long Branch is located in Long Branch, New Jersey. We represent Harley ... ZIP/Postal Code: Country: ...

<http://www.hdlongbranch.com/guestbook.asp>

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STATE OF NEW JERSEY
Certificate of Authority

DEPARTMENT OF TREASURY
DIVISION OF TAXATION

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:22B-1 ET SEQ.

This authorization is good ONLY for the named person at the location
This authorization is null and void if any change of ownership or address

Carl K. ...

Acting Director, Division of Taxation

DAY FORD INC.
3696 WILLIAM PENN HWY
MONROEVILLE PA 15146-2124

Registration No. XXX-XXX-567
Tax District Code: 06-01-06
Document Number: C888235377
Date Issued: 08-15-08

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF TAXATION

TAXPAYER NAME:
DAY FORD INC

ADDRESS:
3696 WILLIAM PENN HWY
MONROEVILLE PA 15146-2124

EFFECTIVE DATE:
08/01/08

TRADE NAME:

SEQUENCE NUMBER:
00000

ISSUANCE DATE:
08/15/08

John J. ...
Acting Director
New Jersey Division of Taxation

FORM BRC010 01

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

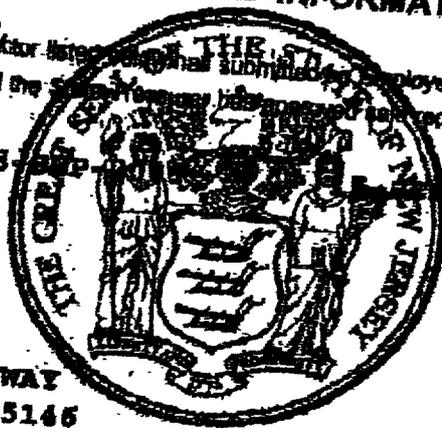
Certification

38309

This is to certify that the contractor listed on the enclosed Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer's approval of the report. This approval will remain in effect for the period of

15-SEP-

2009



DAY FORD INC.
3696 WILLIAM PENN HIGHWAY
MONROEVILLE
PA 15146

State Treasurer

EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, this Division will forward a renewal application to you. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this Division immediately if your company's federal identification number, name or address changes.

**Lease/Purchase Financing Proposal
Commerce Commercial Leasing, LLC**

- 1) **LESSEE:** CITY OF LONG BRANCH, NJ
- 2) **LEASE AMOUNT:** \$ 119,481.48
- 3) **LEASE TERM:** 36 MONTHS
- 4) **PURPOSE:** PROVIDE LEASE FINANCING FOR ACQUISITION OF NEW POLICE CARS
- 5) **EQUIPMENT:** FIVE (5) 2008 FORD CROWN VICTORIA'S
- 6) **YIELD:** 5.15 %
- 7) **RESIDUAL:** N/A
- 8) **PAYMENT AMOUNT:** \$ 3,318.93 PER MONTH, FIRST PAYMENT AT TIME OF DELIVERY
- 9) **DOCUMENT FEE:** \$350.00
- 10) **END OF LEASE OPTIONS:** PURCHASE EQUIPMENT FOR \$ 1.00
- 11) **PROPOSAL VALID UNTIL:** 8-1-07

This proposal is subject to:

- Completion of formal credit approval by Commerce Bank
- Completion of mutually acceptable documentation
- A review of the essential use of the equipment.
- No material adverse change in financial condition of the municipality.
- No change in Federal or applicable state or local tax, regulations, case interpretations by the Internal Revenue Service that would adversely affect a benefit assumed in determining the above proposal.

R# 22407

**RESOLUTION – SPECIAL ITEM OF REVENUE
UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
BUREAU OF JUSTICE ASSISTANCE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
\$30,566.00**

WHEREAS. N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2007 in the amount of \$30,566.00 which item is now available from the United States Department of Justice.

BE IT FURTHER RESOLVED that a like sum of \$30,566.00 is hereby appropriated under the caption of:

U. S. Department of Justice
Edward Byrne Memorial Justice Assistance Grant \$30,566.00

BE IT FURTHER RESOLVED that the City Clerk forward two (2) copies of the required Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the governing body of- City of Long Branch Name of Municipality _____ Clerk's Signature _____

I hereby certify the City of Long Branch Name of Municipality _____ has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2007 Year _____ municipal budget.


Signature of Chief Financial Officer

Resolution Number: 284-07

Date of Adoption: August 14, 2007

Revenue Title: US Dept. of Justice Edward Byrne Mem. Justice Assist Grant Amount: \$ 30,566.00

Appropriation Title: US Dept. of Justice Edward Byrne Mem. Justice Assist Grant Amount: \$ 30,566.00

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____ Duly Appointed Designee _____ Date Certified _____

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY
Municode: _____
Doc. No. _____

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

KNOW ALL BY THESE PRESENT

**INTER-LOCAL AGREEMENT
BETWEEN THE TOWNSHIP OF NEPTUNE, THE CITY OF
ASBURY PARK AND THE CITY OF LONG BRANCH**

**2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) LOCAL
PROGRAM AWARD**

This Agreement is made and entered into this ____ *day of June*, 2007 by and between

THE TOWNSHIP OF NEPTUNE, acting by and through its governing body, the Township Committee, with its principal office located at 25 Neptune Boulevard Neptune, NJ 07753 hereinafter referred to as "Neptune;"

And

THE CITY OF ASBURY PARK, acting by and through its governing body, the City Council, with its principal office located at 1 Municipal Plaza Asbury Park, NJ 07712 hereinafter referred to as "Asbury Park;"

And

THE CITY OF LONG BRANCH, acting by and through its governing body, the City Council, with its principal office located at 344 Broadway Long Branch, NJ 07740 hereinafter referred to as "Long Branch;"

All of Monmouth County, State of New Jersey:

WITNESSTH

WHEREAS, Neptune, Asbury Park and Long Branch are eligible for a **2007 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL PROGRAM GRANT** and agree to enter into an inter-local service agreement pursuant to N.J.S.A. 40:8A-1 et seq. for the purpose for each to share as equal monetary partners in the grant in the total amount of \$91,698.00 Each of the partners share will be \$30,566.00. Neptune will accept the responsibility to apply for and to administer the grant funds.

WHEREAS, Neptune, Asbury Park, Freehold and Long Branch, finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public.

WHEREAS, Neptune, Asbury Park and Long Branch agree to abide by the general conditions as well as any special conditions set forth in the 2007 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL PROGRAM GRANT application.

WHEREAS, Neptune, Asbury Park and Long Branch agree to rules set forth in the US Department of Justice, Office of Justice Programs, Financial Guide for Grants Management as well as abide by the purchasing laws for the State of New Jersey.

NOW THEREFORE, Neptune, Asbury Park and Long Branch agree as follows:

Section 1.

Neptune, Asbury Park and Long Branch agree to share equally in the total of \$91,698.00 of JAG funds. Each equal share amounts to \$30,566.00. Neptune will accept the responsibility to apply for and to administer the grant program funds at no cost to the partners. Periodic interest collected on the grant program funds will be added periodically to the Neptune share as principal.

Section 2.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

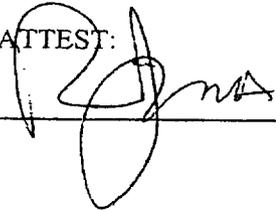
Section 3.

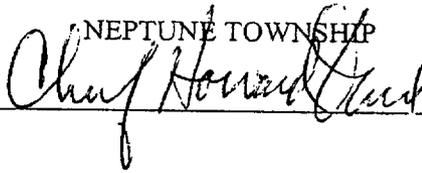
Neptune, Asbury Park and Long Branch, do not intend for any additional party to obtain a right by virtue of this Agreement.

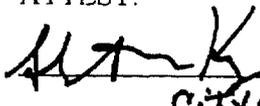
Section 4.

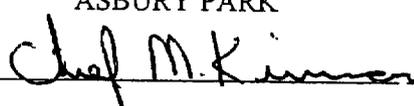
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein: further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective, duly authorized representative and attest to by their respective Clerks as of the day, month and year first above written.

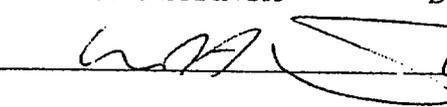
ATTEST:


NEPTUNE TOWNSHIP DATE:
 June 6, 2007

ATTEST:

City Clerk

ASBURY PARK DATE:
 6-8-07

ATTEST:


LONG BRANCH DATE:
 6/13/07

225-07

A RESOLUTION AUTHORIZING REIMBURSEMENT OF CERTAIN AMOUNTS TO VARIOUS QUALIFIED PRIVATE COMMUNITIES FOR SNOW REMOVAL COSTS INCURRED DURING THE WINTER SEASON OF 2006-2007, AND STREET LIGHTING COSTS INCURRED DURING THE YEAR 2007.

WHEREAS, pursuant to the Condominium Services Act, also known as the "Kelly Act," N.J.S.A. 40:67-23.2, et seq., municipalities are required to provide certain services to qualified private communities or provide a reimbursement payment therefor; and

WHEREAS, the services to be provided (or reimbursed) include the removal of snow and ice from the roads and streets within the qualified private communities, as well as the payment of costs associated with the provision of lighting along the roads and streets within the qualified private communities, to the extent of payment for the electricity required but not including the installation or maintenance of lamps, standards, wiring or other equipment; and

WHEREAS, the City has calculated the amounts that are required to be paid, as a reimbursement, to the various qualified private communities within the City for snow removal costs incurred during the winter season of 2006-2007, and for street lighting costs incurred during the year 2007; and

WHEREAS, the amounts to be reimbursed are specified in more detail on the attached Schedule A; and

WHEREAS, the total amount to be reimbursed for snow removal costs incurred during the winter season of 2006-2007 is \$2,105.46; and

WHEREAS, the total amount to be reimbursed for street lighting costs incurred during the year 2007 is \$8,845.40; and

WHEREAS, the grand total reimbursement amount for the above years, which includes both the snow removal and street lighting costs referenced above, equates to \$10,950.86; and

WHEREAS, the City of Long Branch wishes to authorize payment of the above reimbursement amounts to the various qualified private communities, which shall be paid in full satisfaction of the City's obligations under the Kelly Act for snow removal costs for the winter season of 2006-2007, and for street lighting costs for the year 2007; and

WHEREAS, the specific amounts to be reimbursed to each of the qualified private communities for the years in question are shown in more detail on the attached Schedule A.

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

1. That the City hereby authorizes a refund in the total amount of \$2,105.46 to the various qualified private communities listed on the attached Schedule A, in the specific amounts referenced on the said Schedule, pursuant to the Kelly Act, for snow removal costs for the winter season of 2006-2007.

2. That the City hereby authorizes a refund in the total amount of \$8,845.40 to the various qualified private communities listed on the attached Schedule A, in the specific amounts referenced on the said Schedule, pursuant to the Kelly Act, for street lighting costs for the year 2007.

3. That the refunds authorized herein shall be forwarded to the official "Association" addresses that are on file with the City of Long Branch for each of the qualified private communities referenced on the attached Schedule. If there is no official "Association" address on file with the City, or if

there is any problem associated with locating the proper payee or proper address for any specific refund authorized herein, then the Chief Financial Officer is hereby authorized to retain the refund amount for the benefit of the qualified private community until such time as an investigation has been made and distribution has been authorized by the City Attorney's Office.

4. That the afore-said reimbursement payments are being made in full satisfaction of the City's obligations under the Kelly Act for snow removal costs for the winter season of 2006-2007, and for street lighting costs for the year 2007.

5. That a certified copy of this Resolution shall be provided to each of the following:

- a. Each of the private qualified communities referenced on the attached Schedules
- b. Howard H. Woolley, Jr., Business Administrator
- c. Ronald Mehlhorn, Finance Director
- d. Michael Martin, Comptroller
- e. Fred Migliaccio, C.P.W.M., Director, Department of Public Works
- f. Ralph Zambrano, Administrative Analyst, D.P.W.
- g. James G. Aaron, Esquire, City Attorney.
- h. Frederick C. Raffetto, Esquire.

MOVED:
SECONDED:
AYES:
ABSENT:

NAYES:
ABSTAIN:

SCHEDULE A	REIMBURSEMENT SNOW PLOW & LIGHTING 2006-2007		MAILING ADDRESS	SNOW 2006-07	LIGHTS 2007	GRAND TOTAL
	PRIVATE COMMUNITY	PROPERTY ADDRESS				
	7/10/2007					
ANCHORAGE		480 OCEAN AVE	ATTN: MARK LAMPF UNIT 8H	\$15.30	\$65.62	\$80.92
ARBOR TERR		735 GREENS	ATTN: MARK COSTA, UNIT 15B	\$53.53	\$196.56	\$250.09
ATLANTIC GROUP (FEE SIMPLE		53 DUNBAR AVE	NO CHECK	\$0.00	\$0.00	\$0.00
AVERY ARMS		119 AVERY AVE	ATTN: CELIA WORONOWICZ, UNIT K28	\$22.94	\$131.04	\$153.98
BEACHFRONT NORTH GRAND R		11, 22, 33 COOPER	NO CHECK	\$0.00	\$0.00	\$0.00
BEACHFRONT NORTH HOMEOW		GRANT, GREELY, WHITMA	NO CHECK	\$0.00	\$0.00	\$0.00
BEACH HOUSE		448 OCEAN AVE	ATTN: WILLIAM ANDERSON, UNIT 19A	\$38.24	\$131.04	\$169.28
BEECHWOOD		274 BATH AVE	ATTN: LYNN MC KITTRICK, UNIT 18	\$51.62	\$196.56	\$248.18
CEDAR GREENS		96 CEDAR	ATTN: SUSAN EMMA, UNIT 9	\$15.30	\$65.52	\$80.82
CEDAR SQUARE		60 CEDAR	ATTN: MOE HARARY, UNIT 12	\$38.24	\$131.04	\$169.28
CHALET		720 OCEAN	ATTN: CONDO ASSOCIATION PRESIDENT	\$22.94	\$131.04	\$153.98
COBBLESTONE		158 HULICK	ATTN: M. PINGITORE, UNIT 2	\$22.94	\$131.04	\$153.98
CORONET		35 STERNBERGER	ATTN: DAN MANCINI, UNIT G	\$34.41	\$131.04	\$165.45
DEAL MANOR		1001 NORWOOD	C/O CAPITAL PROPERTIES, 167 MONMOUTH RD, OAKHURST 07755	\$19.12	\$65.52	\$84.64
DIAMOND BEACH		432 OCEAN BLVD	NO CHECK	\$0.00	\$0.00	\$0.00
DUNES		310 OCEAN AVEN	ATTN: CONDO ASSOC PRESIDENT	\$22.94	\$131.04	\$153.98
EXCELSIOR		TOWER RD	ATTN: KEVIN SHULMAN 22 TOWER RD. LONG BRANCH	\$45.89	\$196.56	\$242.45
FEE SIMPLE OWNERSHIP (NO N		12-34 CEDAR AVE	C/O SOL BETESH, 12 CEDAR AVE. LONG BRANCH	\$26.77	\$131.04	\$157.81
GALSWORTHY		65 CEDAR AVE	ATTN: SHARON WISE, UNIT D8	\$61.18	\$262.08	\$323.26
GANSETT COURT		11-58 GANSETT COURT	ATTN: DINA KOUVELIOTES, UNIT 42	\$35.18	\$196.56	\$231.74
HARBOUR MANSION		675 OCEAN	ATTN: DOMINICK AZZARONE	\$45.89	\$196.56	\$242.45
HORIZON HOUSE		2 N. BATH AVE	ATTN: ROBERT DEMBLING UNIT A-4	\$45.89	\$196.56	\$242.45
IMPERIAL HOUSE		787 OCEAN AVE	ATTN: WILLIAM FRITZ, UNIT 805	\$72.65	\$262.08	\$334.73
KELLY'S LANDING/RIVERVIEW		563-571 PATTEN AVE	NO CHECK	\$0.00	\$0.00	\$0.00
KELLY HOMEOWNER ASSOC		4 KELLY LANE	ATTN: HOMEOWNER ASSOC PRESIDENT	\$0.00	\$65.52	\$65.52
KENSINGTON COURT		317-325 BATH AVE	C/O RICHARD JAMES P.O. BOX 4039 , LONG BRANCH	\$39.00	\$196.56	\$235.56
LAURELS AT LB		LAUREL ST	NO CHECK	\$0.00	\$0.00	\$0.00
LONG BRANCH CONDO		525 EAST ST	NO CHECK	\$0.00	\$0.00	\$0.00
MARINA BAY		580 PATTEN AVE	ATTN: MARYLOU MADDEN, UNIT 73	\$100.95	\$393.12	\$494.07
MATILDA TERR		468 SECOND AVE	C/O R. DAVISON P.O. BOX 35 LITTLE SILVER NJ 07739	\$15.30	\$65.52	\$80.82
NAUTILUS		548 OCEAN BLVD	ATTN:CONNIE MARSALA	\$7.65	\$65.52	\$73.17
NEWPORT TOWNHOUSES		51 SOUTH BATH AVE	ATTN: SYDNEY LEMEN	\$26.77	\$131.04	\$157.81
OCEAN COTTAGE		35 COTTAGE PL	ATTN: LISA SCRIVANO, UNIT 2	\$11.47	\$65.52	\$76.99
OCEAN COVE		717 OCEAN	ATTN: HERBERT TANZMAN	\$19.12	\$65.52	\$84.64
OCEAN EAST		460 OCEAN BLVD	ATTN: DENNIS SHERMAN, UNIT A	\$32.89	\$131.04	\$163.93
OCEAN GLEN		340 OCEAN AVE N	ATTN: JACK CJAOWSKI, UNIT 1F	\$24.86	\$131.04	\$155.90
OCEAN MEWS		31 CEDAR AVE.	ATTN; CONDO ASSOC PRESIDENT	\$19.50	\$131.04	\$150.54
OCEAN PLAZA		525 OCEAN BLVD	ATTN: JEFF ROSENZWEIG UNIT 411	\$11.47	\$65.52	\$76.99
OCEAN POINT		422 OCEAN BLVD N	ATTN: ELEANOR WITHINGTON, UNIT 3H	\$38.24	\$131.04	\$169.28

OCEAN VIEW TOWERS	510 OCEAN AVE	ATTN: KABIR KHALID, UNIT 27	\$17.21	\$65.52	\$82.73
OCEAN VILLA	295 OCEAN BLVD	ATTN: RAYMOND CARLE, UNIT 2	\$9.56	\$65.52	\$75.08
OCEANSIDE VILLA	700 OCEAN AVE	ATTN: AL MATTIA, UNIT 4	\$30.59	\$131.04	\$161.63
PAVILION BEACH	25-35 PAVILION AVE	ATTN: ANN MAHER	\$15.30	\$65.52	\$80.82
PATTEN WOODS	21-128 SHORE DR	ATTN: TYLER TARDIFF, 117 SHORE DR. LONG BRANCH,	\$105.54	\$393.12	\$498.66
PATTEN COURT	2-20 SHORE DR	ATTN: DONNA MIGLIACCIO, UNIT 10	\$19.12	\$65.62	\$84.74
PATTEN/RIDDLE (NO NAME)	583-593 PATTEN AVE	NO CHECK	\$0.00	\$0.00	\$0.00
PRESIDENTIAL TOWER	300 OCEAN AVE N	ATTN: RUDY PERNINI, UNIT 6A	\$38.24	\$131.04	\$169.28
PRESIDENTIAL VILLAGE	280 OCEAN AVE N	ATTN: DIANA RUEDA, BOX 12, 280 OCEAN AVE. N	\$12.62	\$65.52	\$78.14
PROCTOR ESTATES	216 N. 5TH, 205 N. 6TH	NO CHECK	\$0.00	\$0.00	\$0.00
PROVIDENCE PL	450 OCEAN BLVD	ATTN: BEN WYDRA, UNIT 4	\$20.27	\$131.04	\$151.31
RENAISSANCE	RIVERIA DR	ATTN: ALAN LERNER, 13 RIVERIA DR.	\$76.48	\$262.08	\$338.56
RIVERGATE	RIVERGATE WAY	ATTN: KAREN SICILIANO, UNIT 51	\$61.18	\$262.08	\$323.26
RIVERWALK (JOLINE MANOR)	168 ROCKWELL	ATTN: EDGAR GONZALEZ, 184 ROCKWELL AVE	\$17.21	\$65.52	\$82.73
ROCKWELL ESTATES	200 ROCKWELL	ATTN: ROBOT O'HARA, UNIT 4	\$14.15	\$65.52	\$79.67
SAND PEBBLES	455 OCEAN BLVD	NO CHECK	\$0.00	\$0.00	\$0.00
SANDCASTLE	384 OCEAN AVE N	ATTN: PEGGY CHIARELLA, UNIT 4C	\$38.24	\$131.04	\$169.28
SEA DUNES	477 OCEAN AVE N	ATTN: TOM PANNINI, UNIT 2F	\$8.79	\$65.52	\$74.31
SEA VILLA	680 SECOND AVE	NO CHECK	\$0.00	\$0.00	\$0.00
SEA WINDS 1	NEWPORT/SEABREEZE/SU	C/O RAY DAVIS 32 SUNSET AVE, LONG BRANCH	\$124.58	\$458.64	\$583.22
SEA WINDS 2	1-12 NAVESINK COURT	NO CHECK	\$0.00	\$0.00	\$0.00
SEAVIEW PARK	26 OCEAN TERR	ATTN: DOUGLAS SWALLOW, UNIT B1	\$7.65	\$65.52	\$73.17
SEAWATCH	764 OCEAN AVE	ATTN: JOE MAURIELLO, UNIT B10	\$57.36	\$196.56	\$253.92
SHORE POINT	1-28 BAYVIEW CT	ATTN: KAREN HOFFMAN, 24 BAYVIEW CT.	\$28.30	\$131.04	\$159.34
SHORES AT LONG BRANCH	CORAL PL	ATTN: FRANK SPINELLO, 3 CORAL PL	\$49.02	\$196.56	\$245.58
SPRUCE COMMONS	190 SPRUCE ST	ATTN: BARBARA OLIVER, UNIT 6	\$19.12	\$65.52	\$84.64
SUTTON PLACE	388 OCEAN AVE N	ATTN: ROKSANNA BEADRIJ	\$44.36	\$196.56	\$240.92
THE VILLAS AT HARBOR ISLAND	WATERVIEW WAY	ATTN: KATHY CARBONE, 15 WATERVIEW WAY	\$99.42	\$393.12	\$492.54
TWIN GARDENS	713 GREENS	ATTN: ELAINE ESPY P.O. BOX 3122, LONG BRANCH	\$38.24	\$131.04	\$169.28
VICTORIAN VILLAGE	1-12 GRACE CT	ATTN: CONDO ASSOCIATION PRESIDENT	\$15.30	\$65.52	\$80.82
WERTHEIM PL (NO NAME)	707 708 719 725 WERTHEIM	NO CHECK	\$0.00	\$0.00	\$0.00
WESTWIND	50 STERNBERGER	ATTN: STEVEN APOLLO, UNIT 9	\$28.68	\$131.04	\$159.72
WESTWOOD VILLAGE	364 WESTWOOD	ATTN: MELINDA BRENNER, UNIT 48	\$51.62	\$196.56	\$248.18
WINDWARD CONDOS	165 RIDDLE AVE	ATTN: RITA MERENYI, UNIT 5	\$19.12	\$65.52	\$84.64
TOTALS			\$2,105.46	\$8,845.40	\$10,950.86

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

WHEREAS, the Governing Body of the City of Long Branch has received a waiver from the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan; and

WHEREAS, the City of Long Branch's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1, et seq., the City of Long Branch is required to appoint a Municipal Housing Liaison for the administration of the City of Long Branch's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1, et seq.; and

WHEREAS, the City of Long Branch has amended Chapter 6 of the Code of the City of Long Branch entitled Affordable Housing Agency to provide for the appointment of a Municipal Housing Liaison to administer the City of Long Branch's affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the City of Long Branch in the County of Monmouth, and State of New Jersey that Jacob L. Jones is hereby appointed by the Governing Body of the City of Long Branch as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 6 of the Code of the City of Long Branch Code.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN: