

WORKSHOP SESSION

CITY COUNCIL

SEPTEMBER 23, 2008

6:00 P.M.

- 1 - HISTORICAL PRESERVATION ORDINANCE
- 2 - PARKING ORDINANCE
- 3 - LIQUOR LICENSE ORDINANCE
- 4 - TREE ORDINANCE
- 5 - CHANGE ORDER ADA RAMP
- 6 - REVIEW OF REGULAR MEETING AGENDA

EXECUTIVE SESSION

- 1 - LITIGATION
 - A) PANDAY
 - B) BROWN
 - C) BROWER

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

SEPTEMBER 23, 2008

ROLL CALL:

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

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

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

*Irene A. Joline, RMC
City Clerk*

READING AND APPROVAL OF PREVIOUS MINUTES:

1. AUGUST 26, 2008
2. SEPTEMBER 9, 2008

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

#20-08 AN ORDINANCE OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY VACATING A 10' INGRESS AND EGRESS EASEMENT (PARK AVENUE) (INTRODUCED: SEPTEMBER 9, 2008)

ORDINANCES FOR INTRODUCTION:

NONE

PUBLIC PARTICIPATION:

RESOLUTIONS:

R279-08 RESOLUTION AUTHORIZING CHANGE ORDERS IN A CONTRACT ENTERED INTO WITH ALBERT MARINE CONSTRUCTION FOR CONSTRUCTION OF A BARRIER FREE ACCESS RAMP AT OCEAN AVENUE AND MATILDA TERRACE (HELD OVER FROM 9/9/08 MEETING) (TENTATIVE)

R295-08 RESOLUTION AUTHORIZING THE AUCTION OF ABANDONED VEHICLES

R296-08 RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS II FOR THE CITY OF LONG BRANCH

R297-08 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A FOURTH AMENDMENT TO AGREEMENT TO EXCHANGE PROPERTIES WITH THE LONG BRANCH BOARD OF EDUCATION

R298-08 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY SOLID WASTE ADMINISTRATION FY 2008 RECYCLING TONNAGE GRANT \$19,633.91

R299-08 RESOLUTION RELEASING GRADING ESCROW DEPOSIT (CHELSEA BUILDING AND DEVELOPMENT LLC)

R300-08 RESOLUTION RELEASING ESCROW DEPOSIT (CHELSEA BUILDING AND DEVELOPMENT LLC)

R301-08 RESOLUTION TO REFUND OVERPAYMENT OF 2008 TAXES (BLOCK 285 LOT 6)

R302-08 RESOLUTION RESCINDING R139-08 AUTHORIZING AGREEMENT FOR LEGAL SERVICES IN DEFENSE OF POLICE OFFICER BARD

R303-08 RESOLUTION AUTHORIZING PROFESSIONAL SERVICE CONTRACT FOR POLICE OFFICER REPRESENTATION (ROBERT J. HOLDEN, ESQ.)

R304-08 RESOLUTION ESTABLISHING CURFEW FOR OCTOBER 30 AND 31, 2008

R305-08 RESOLUTION AUTHORIZING PROFESSIONAL SERVICE CONTRACT FOR POLICE OFFICER REPRESENTATION (CHARLES MORIARTY, ESQ.)

R306-08 RESOLUTION APPROVAL PAYMENT OF BILLS

R307-08 RESOLUTION CONCERNING HOTEL REDEVELOPMENT (TO BE HANDED OUT TUESDAY EVENING)

APPLICATIONS:

1. APPROVAL OF A RAFFLE LICENSE FOR THE ST. JEROME PARENT TEACHER ASSOCIATION
2. APPROVAL OF A RAFFLE LICENSE FOR THE SPECIALTY HOSPITALS OF NJ FOUNDATION

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

ORDINANCE NO. 20-08

**ORDINANCE OF THE CITY OF LONG BRANCH,
COUNTY OF MONMOUTH, STATE OF NEW JERSEY,
VACATING A 10' INGRESS AND EGRESS EASEMENT**

WHEREAS, the governing body of the City of Long Branch has been requested to vacate all the right, title and interest of the municipality in all of an ingress and egress easement located on property known and designated as Block 29, Lot 1.02 and Block 16, Lot 1.02; and

WHEREAS, the governing body makes a determination that the public will not be adversely affected by the vacation of the municipality's interest in all of the existing easement as set forth on **Schedule A**; and

WHEREAS, a new beach access ingress and egress easement to the public will be granted pursuant to a New Jersey Department of Environmental Protection Costal Area Facility Review Act Permit No. 1325-07-0006.1 CAF 070001 ("CAFRA Permit").

NOW, THEREFORE BE IT ORDAINED, by the governing body of the City of Long Branch, County of Monmouth, State of New Jersey that there is hereby vacated all the right, title and interest of the municipality and the public for all public usages and purposes in and to all of the easement as set forth on **Schedule A**, which is attached hereto and made a part hereof, as recorded in Book 4744, Page 373 in the Office of the Monmouth County Clerk.

BE IT FURTHER ORDAINED that a new ingress and egress will be granted to the public, pursuant to the CAFRA Permit, over a portion of proposed Block 29, Lots 1.03 and 1.05 as shown on the plan entitled "Sketch Plat Minor Subdivision Lots 1, 1.01 & 1.02 Block 29, Lots 1.02, 12, & 13, Block 16 City of Long Branch, Monmouth County, New Jersey", prepared by Zenon T. Grybowski, dated March 27, 2008, filed or to be filed in the office of the Monmouth County Clerk.

BE IT FURTHER ORDAINED that in accordance with the CAFRA Permit, the property owner, At Last, LLC, shall be responsible for the perpetual maintenance of the new beach ingress and egress easement area to be located on a portion of proposed Block 29, Lots 1.03 and 1.05 and that the perpetual maintenance shall be binding upon all heirs, assignees, and subsequent purchasers of At Last, LLC.

INTRODUCED:

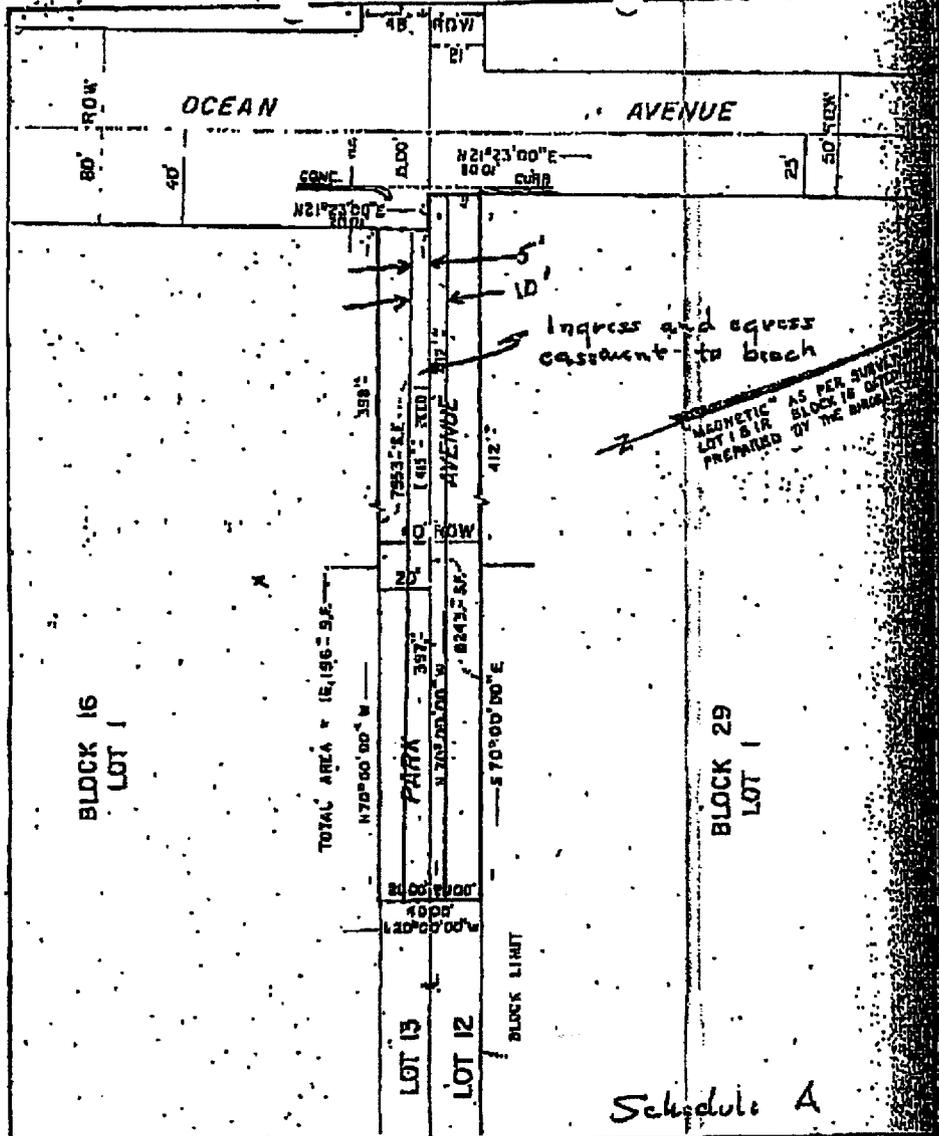
ADOPTED:

Irene A. Joline, RMC, City Clerk

Adam Schneider, Mayor

SCHEDULE A

(Easement to be Vacated)



Schedule A

Title: PLAN OF PROPOSED ROAD VACATION
 "PARK AVENUE"
 IN THE
 CITY OF LONG BRANCH
 MONMOUTH COUNTY, NEW JERSEY

Lot, Block & Map
 CITY OF LONG BRANCH TAX MAP
 SHEET NO 3

Certified To:

REVISIONS

084744-0378

TBC
 THE BIRDALL CORPORATION
 SOUTH BELMAR, N.J.
 Professional Engineers, Land Surveyors
 Professional Planners

Robert L. Farry Date 5/1/04
 ROBERT L. FARRY, N.J. LIC. NO. 13444

Jan 18 1977, Ohio Scale 1" = 50'

RESOLUTION AUTHORIZING CHANGE ORDERS IN A CONTRACT ENTERED INTO WITH ALBERT MARINE CONSTRUCTION FOR CONSTRUCTION OF A BARRIER FREE ACCESS RAMP AT OCEAN AVENUE AND MATILDA TERRACE

WHEREAS, the City of Long Branch settled a matter entitled *William Gelzer vs. the City of Long Branch* in the Federal Court mediation program; and

WHEREAS, pursuant to said settlement, the City agreed to authorize the construction, subject to the provisions of the Settlement Agreement, of a barrier free beach access ramp; and

WHEREAS, the bids were received and publicly opened at the City municipal building on Thursday, April 17, 2008 at 10:00 a.m. prevailing time, for the barrier free access ramp project; and

WHEREAS, the City adopted Resolution No. 147-08 authorizing the award of the Contract for the construction of the barrier free access ramp to Albert Marine Construction, Inc. in the amount of \$72,495.00; and

WHEREAS, during the construction of the ramp City officials including the City Engineer determined that certain change orders were required as a result of the need to relocate the access ramp, prepare alternate post footings at the sea wall for the access ramp, and to increase the dimension for the concrete landing for the access ramp in a total amount of \$11,640.00 which work has been completed; and

WHEREAS, a second change order is required to allow access to the access ramp from the street which includes construction of a concrete ramp, demolition of portions of the immediately adjacent boardwalk and rebuilding of same and pouring of asphalt to ensure safety in the area; and

WHEREAS, said change order requested is in the amount of \$9,600; and

WHEREAS, the City Engineer, Birdsall Engineering having reviewed the change orders requested, the work completed, and the requirements still remaining, has determined along with City construction and code officials, that such change orders

were warranted and required, and that same are necessary for the successful completion of the barrier free access ramp to provide access to handicapped individuals to the beach and ocean area and that said changes are required to ensure the health, safety and welfare of the citizens utilizing the ramp and the areas adjacent thereto; and

WHEREAS, the funds for the change orders are available in Account No. C-04-091-611 for said project as certified to by the Chief Financial Officer of the City of Long Branch; and

WHEREAS, the city attorney has reviewed the change orders as well as the information provided by the city engineers and city officials and concurs with regard to the propriety and necessity for same in light of the settlement entered into in the *Gelzer* litigation as referenced above.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch or his designee be and the same is hereby authorized to enter into said change orders as stated above for the completion of a barrier free beach access ramp on Ocean and Matilda Terrace pursuant to the settlement reached in the *Gelzer* litigation, in the total amount of \$21,240.00 and that payment shall be made and completed pursuant to the change orders as referenced above.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:
NAYES:
ABSENT:

**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:

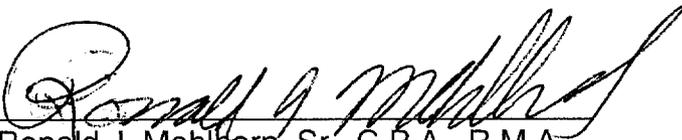
**CHANGE ORDERS #1 AND #2 TO CONTRACT FOR
CONSTRUCTION OF ADA RAMP**

Said contract being made as follows:

ALBERT MARINE	\$21,240
----------------------	-----------------

Said funds being available in the form of:

CAPITAL BUDGET	
ORD. # 06-08	
ADA RAMP	
APPRO. LINE ITEM #C-04-091-611	\$21,240


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

Date



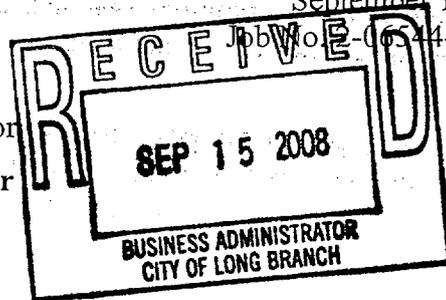
Via e-mail .pdf and Regular Mail

City of Long Branch
344 Broadway
Long Branch, NJ 07740

September 12, 2008

Job No. 06544-420011

Attn: Howard H. Woolley, Jr., Business Administrator
Re: **Handicap Beach Access Ramp Change Order
Supplemental Information**



Dear Mr. Woolley:

Pursuant to our telephone conversation on Tuesday, September 9, 2008 with Fred Migliaccio, please review the following information regarding the final selection of the decking that was used for the ramp.

The original specification for decking was Trex "Winchester Grey". That color was selected as it most closely matched the color of the adjacent boardwalk. Albert Marine, the successful bidder, proposed an alternate product, Evergrain. Samples in several colors were provided to Mr. Migliaccio by our inspector in the field. The Evergrain color that was selected was "Weathered Wood". The "Weathered Wood" color was not readily available, so we researched a similar color in Trex. We presented a sample of Trex "Saddle Brown" to Mr. Migliaccio and that was color that was used.

As stated during our telephone conversation, the cost differential between Trex "Winchester Grey" and Trex "Saddle Brown" was \$3,400.00. The Contractor is not seeking any additional compensation for the additional cost of the "Saddle Brown" decking material, as Trex was specified in the original bid.

It remains our position that the change order for the alternate support system in the amount of \$10,200.00 is a reasonable number, given the labor that was required to install the alternate supports as stated in our September 4, 2008 letter.

We trust that this supplemental information is adequate to support the total change order amount being sought by the Contractor. Should you require any additional information, please contact the undersigned at 732-380-1700, ext 1206.

Very truly yours,

BIRDSALL ENGINEERING, INC.

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

REB:skn

- c: Irene Joline, RMC, City Clerk
- Ronald Mehlhorn, CFO
- Carol Mellaci, Purchasing Agent
- Fred Migliaccio, Director of Public Works
- Kevin Hayes, Director of Building & Development
- James G. Aaron, Esq., City Attorney
- Robert Albert, Albert Marine



Via e-mail .pdf and Regular Mail

City of Long Branch
344 Broadway
Long Branch, NJ 07740

September 4, 2008
Job No. 2-06544-420011

Attn: Howard H. Woolley, Jr., Business Administrator

**Re: Handicap Beach Access Ramp
Explanation for Change Order**

Dear Mr. Woolley:

In accordance with Section 5:30-11.9 of the Local Public Contracts Law, we offer the following explanation for exceeding the twenty (20) percent limitation.

The handicap beach access ramp was designed to bridge the seawall that runs parallel to Ocean Avenue within the dune slope area. The original location of the ramp entrance was opposite Matilda Terrace where an existing concrete ramp was to be utilized. It was agreed by all parties that the ramp should be moved northerly where the end of the ramp would be at the beach badge station adjacent to the Cottage Place comfort station. There was continuous boardwalk at this location, which had to be removed. A new concrete ramp was required to be constructed at this location in compliance with New Jersey Barrier Free and ADA standards.

During the excavation for the concrete supports for the ramp, the Contractor encountered additional concrete on both sides of the exposed seawall. There were no plans available for the seawall and the only information that was available was ground penetrating radar that was performed by D.W. Smith. That information was inconclusive and was not performed in the area where the ramp was constructed. Upon encountering the additional concrete, the Contractor had to stop work and Birdsall Engineering had to prepare an alternate design for the installation of the ramp support system. A design was prepared and submitted to the Contractor. The alternate design required the fabrication of brackets that were attached to the concrete with rock anchors. The support timbers had to be field cut and drilled for attachment to the brackets. The sonotube forms had to be modified and placed correctly on the concrete prior to pouring the concrete encapsulation around the support timbers.

The landing of the ramp at the beach was originally designed with dimensions of six (6) feet by ten (10) feet. In order to accommodate a wheelchair landing area that would allow an individual in a wheelchair to view the beach and ocean, the landing was increased in size to twelve (12) feet by twelve (12) feet.

The additional concrete adjacent to the seawall that was encountered is clearly an unforeseen condition and it would have been impracticable to execute a new contract as the Contractor had already installed several of the concrete support foundations. The installation of the anchors and supports was labor intensive. Our inspection staff and the author of this letter are aware of the additional time expended to install the alternate attachment of the support timbers.

- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> 611 Industrial Way West
Eatontown, NJ 07724-2213
P 732.380.1700
F 732.380.1701 | <input type="checkbox"/> 529 Route 9
Barnegat, NJ 08005-2120
P 609.698.1144
F 609.698.6814 | <input type="checkbox"/> 95A Connecticut Drive
Burlington, NJ 08016
P 609.239.4378
F 609.239.4567 | <input type="checkbox"/> 560 Hudson Street
Hackensack, NJ 07601
P 201.562.1500
F 201.562.1501 |
|---|---|--|--|

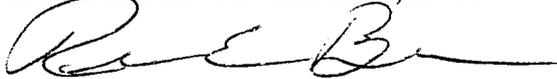
Howard H. Woolley, Jr.
Page 2 of 2

September 4, 2008
Job No. 2-06544-420011

We trust that this explanation is sufficient for the City to execute the change order that exceeds the twenty (20) percent limitation. Should you require any additional information, please contact the undersigned at 732-380-1700, ext 1206.

Very truly yours,

BIRDSALL ENGINEERING, INC.



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

REB:skn

- c: Irene Joline, RMC, City Clerk
Ronald Mehlhorn, CFO
Carol Mellaci, Purchasing Agent
Fred Migliaccio, Director of Public Works
Kevin Hayes, Director of Building & Development
James G. Aaron, Esq., City Attorney

Council Members

Albert Marine Construction, Inc.

308 South Main Street
Forked River, NJ 08731
800-696-1185
609-693-5524
Fax#: 609-971-5641
License # 13VH02602S00

PROPOSAL

Proposal Submitted to:	Phone #:	Date
Birdsall Engineering	732-380-1700	8.7.2008
Street	Job Name	
Long Branch - Ocean Avenue & Matilda Terrace Beach Access Ramp	Project # 2-06544-420010	
City, State and Zip	Job location	
	Long Branch	

CHANGE ORDER

Proposal for change order to do alternate post footing at seawall as per detail A1, price is inclusive of additional posts needed to extend the ramp an additional 5' on Southeast side

Lump Sum Price \$10,200.00

RETURN ORIGINAL

Authorized
Signature



Note: this proposal may be
Withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications
And conditions are satisfactory and are accepted. You are authorized
To do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____
Signature: _____

Albert Marine Construction, Inc.

308 South Main Street
Forked River, NJ 08731
800-696-1185
609-693-5524
Fax#: 609-971-5641
License # 13VH02602500

PROPOSAL

Proposal Submitted to:	Phone #:	Date
Birdsall Engineering	732-380-1700	8.7.2008
Street	Job Name	
Long Branch - Ocean Avenue & Matilda Terrace Beach Access Ramp	Project # 2-06544-420010	
City, State and Zip	Job location	
	Long Branch	

CHANGE ORDER

Price to increase dimension of concrete landing as per drawing, and construct a 4" high concrete curb as shown, landing dimension 12'x12'

Lump Sum Price \$1,440.00

RETURN ORIGINAL

Authorized
Signature



Note: this proposal may be
Withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications
And conditions are satisfactory and are accepted. You are authorized
To do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____
Signature: _____

Albert Marine Construction, Inc.

308 South Main Street
Forked River, NJ 08731
800-696-1185
609-693-5524
Fax#: 609-971-5641
License # 13VH02602500

PROPOSAL

Proposal Submitted to:	Phone #:	Date
Birdsall Engineering	732-380-1700	8.7.2008
Street	Job Name	
Long Branch - Ocean Avenue & Matilda Terrace Beach Access Ramp	Project # 2-06544-420010	
City, State and Zip	Job location	
	Long Branch	

CHANGE ORDER

Scope of Work

- A.) Demolition of existing wood frame and deck boardwalk
- B.) Saw cut existing asphalt at road edge and remove existing concrete curb.
- C.) Raise newly constructed ramp 2" as directed
- D.) Excavate outside perimeter of ramp and construct forms as per plan with #4 epoxy-coated rebar as per plan.
- E.) Provide 200LF of 3/4" stone base, approximately 5 ton- compact with plate compacter
- F.) Provide 6x6w.w.f. - w2.9x2.9
- G.) Pour approximately 22 square yards of concrete and finish with light broom finish.
- *Note- Expansion joints not specified, to be verified prior to pouring of concrete
- I.) Asphalt to concrete transition not included in price; engineer to direct.

Lump Sum Price \$9,600.00

RETURN ORIGINAL

Authorized
Signature



Note: this proposal may be
Withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL -The above prices, specifications
And conditions are satisfactory and are accepted. You are authorized
To do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____
Signature _____

Breakdown for Long Branch Change Order

PAYROLL: Donald Crawford	52 ½ hours	\$3,378.40
Mark Bianco	48 hours	\$3,184.80
Bob Albert	15 hours	\$1,198.00
	Total Labor	\$7,761.20
	Ins. And Burden	\$2,943.00
	TOTAL	\$10,704.20
Credit on labor with burden		-\$1,441.60
	Balance	\$9,262.60

MATERIAL:

(32) Angle brackets		
(64) Hilti bolts	\$480.00	
Misc. equipment, generator, Hilti drills & bolts, adhesives, service truck, etc.	\$600.00	
5 additional lineal feet of decking with handrail, inc. labor		\$1,800.00
	Total	\$12,142.60
Credit on concrete @ 10 yards		-\$1,200.00
	TOTAL AMOUNT	\$10,942.60

Job No. 2-06544-420010
Change Order No. 1
August 26, 2008

**CITY OF LONG BRANCH
COUNTY OF MONMOUTH**

CONTRACT: OCEAN AVENUE & MATILDA TERRACE, BARRIER FREE ACCESS RAMP
CONTRACTOR: ALBERT MARINE CONSTRUCTION, INC.
308 S. MAIN STREET
FORKED RIVER, NJ 08731

Gentlemen:

In accordance with the provisions of Article 10 and 11 of the General Conditions of the Specifications for the above Contract, you are hereby advised of the following changes in the Contract:

Supplemental Items

- S-1: Modified concrete slab at landing on beach. **1 lump sum @ \$1,440.00**
- S-2: Alternate post footing at seawall. **1 lump sum @ \$10,200.00**

This will result in the following changes in Contract quantities:

Supplemental Items:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
S-1	Modified concrete slab at landing on beach	1	LS	\$ 1,440.00	\$ 1,440.00
S-2	Alternate post footing at seawall.	1	LS	\$ 10,200.00	\$ <u>10,200.00</u>
Change Order No. 1 Total Supplemental					\$ 11,640.00

Summary:

Contract Amount	\$ 72,495.00
Change Order No. 1 (Net Increase)	\$ <u>11,640.00</u>
Amount of Contract as modified by Change Order No. 1	\$ 84,135.00

Accepted:

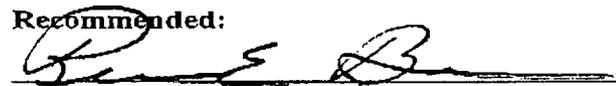
Contractor: Albert Marine Construction, Inc.

By: _____

Title: _____

Date: _____

Recommended:


BIRDSALL ENGINEERING, INC.
 Richard E. Brown, P.E., P.P., C.M.E.
 City Engineer

Approved: City of Long Branch

By: _____

Title: _____

Date: _____

Job No. 2-06544-420010
Change Order No. 2
August 26, 2008

**CITY OF LONG BRANCH
COUNTY OF MONMOUTH**

CONTRACT: OCEAN AVENUE & MATILDA TERRACE, BARRIER FREE ACCESS RAMP
CONTRACTOR: ALBERT MARINE CONSTRUCTION, INC.
308 S. MAIN STREET
FORKED RIVER, NJ 08731

Gentlemen:

In accordance with the provisions of Article 10 and 11 of the General Conditions of the Specifications for the above Contract, you are hereby advised of the following changes in the Contract:

Supplemental Items

- S-3: New concrete ramp construction at entrance to new handicap ramp at Ocean Avenue.

1 lump sum @ \$9,600.00

This will result in the following changes in Contract quantities:

Supplemental Items:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
S-3	New Concrete Ramp Construction at the entrance to the new handicap ramp	1	LS	\$ 9,600.00	\$ 9,600.00
Change Order No. 2 Total Supplemental					\$ 9,600.00

Summary:

Contract Amount	\$ 72,495.00
Change Order No. 1 (Net Increase)	\$ 11,640.00
Change Order No. 2 (Net Increase)	\$ 9,600.00
Amount of Contract as modified by Change Order No. 2	\$ 93,735.00

Accepted:

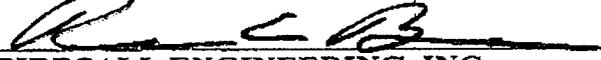
Contractor: Albert Marine Construction, Inc.

By: _____

Title: _____

Date: _____

Recommended:


BIRDSALL ENGINEERING, INC.
 Richard E. Brown, P.E., P.P., C.M.E.
 City Engineer

Approved: City of Long Branch

By: _____

Title: _____

Date: _____

R# 295-08

**RESOLUTION AUTHORIZING THE
AUCTION OF ABANDONED VEHICLES**

WHEREAS, the procedure for disposition of abandoned vehicles in the possession of a municipality is set forth in N.J.S.A. 39:10A-1 provides that when such vehicles remain unclaimed by the owner for a period of 30 days, they may be sold at auction in a public place. The public agency must give notice of sale by certified mail, to the owner, if his name and address are known as to the holder of any security interest filed with the director of the Division of Motor Vehicles and by publication at least seven (7) days before the date of the sale, in a newspaper in which the motor vehicle auction is held; and

WHEREAS, the traffic safety officer of the City has requested that the vehicles listed on the attached sheet be auctioned, that proper notice of the sale is advertised as required; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, October 3, 2008 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

BE IT FURTHER RESOLVED, that the bidders be advised that the items listed below to be auctioned can be viewed at the following locations between the hours of 10:00 am and 2:00 pm, Monday through Friday prior to auction date.

Johns Auto & Truck Repair, 505 Joline Avenue, Long Branch, NJ

1. 1992 Ford Tempo Vin # 2FAPP36U9NB209075
2. 2000 Ford Focus Vin # FAFP34P3YW222884
3. 1998 Mercury Sable Vin # 1MEFM50U6WA613420

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:



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

To: Kathy Schmelz
City Clerks Office

September 15, 2008

From: P.O. Cesare Simonelli # 298
Traffic Safety

Ref: Auction of Abandon vehicle

Kathy,

Below is a list of vehicles, which are ready for auction; the vehicles are presently being held by Johns Truck & Auto. (Impound lot)
JOHNS

- 1.) 1992 Ford Tempo Vin#2FAPP36U9NB209075
- 2.) 2000 Ford Focus Vin# 1FAFP34P3YW222884
- 3.) 1998 Mercury Sable Vin# 1MEFM50U6WA613420

Respectfully Submitted, _

P.O. Cesare Simonelli #298

P.T.L. Cesare Simonelli #298
Traffic Safety Division

R# 296-08

**RESOLUTION APPOINTING
SPECIAL POLICE OFFICERS CLASS II 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:

Matthew Colonna
Michelle Rezende
Christopher Fiore
Richard O'Brien
Jake Pascucci
James Beirne

**MOVED:
SECONDED:**

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



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

**To: Irene Joline
City of Long Branch**

**From: Sgt. Frank T. Passantino Jr.
Special Services Unit**

Date: 9/12/08

Ref: Special Officer Class II

Please except this request for a resolution to appoint the following individuals as Special Class II Officers prior to October 1st. 2008 so they can attend training at the Monmouth County Police Academy

**Matthew Colonna
9 Stanford Dr.
Hazlet N.J.**

**Michelle Rezende
648 Sydney Ave.
Union Beach N.J.**

**Christopher Fiore
33 Bampton Pl.
W. Long Branch N.J.**

**Richard O'Brien
137 Lancaster Rd.
Freehold N.J.**

**Jake Pascucci
3 Colonia Dr. Apt. 2
Long Branch N.J.**

**James Beirne
105 West End Ave.
Long Branch N.J.**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "F. Passantino Jr.", is written over a horizontal line.

Sgt. Frank T. Passantino Jr.

R # 297-08

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE
A FOURTH AMENDMENT TO AGREEMENT TO EXCHANGE PROPERTIES WITH THE LONG
BRANCH BOARD OF EDUCATION**

WHEREAS, the Long Branch Board of Education and the City of Long Branch entered into an Agreement to Exchange Properties on June 19, 2001 which Agreement continues in full force and effect; and

WHEREAS, the intention of the June 19, 2001 Agreement was for the City of Long Branch to convey to the Board of Education a certain site located in the area of Liberty Street, Monmouth Avenue, Rockwell Avenue and Wilbur Ray Avenue for the new Gregory School; and

WHEREAS, in exchange for that conveyance, the Board would convey to the City of Long Branch the old Gregory School property, which is situated at the corner of Joline Avenue and Seventh Avenue within the City of Long Branch; and

WHEREAS, the Board of Education has agreed to amend the Agreement to allow for the transfer of the original Gregory School property at Seventh Avenue and Joline Avenue to the City of Long Branch at the present time in exchange for the City of Long Branch agreeing that the Green Acres restrictions that presently apply to a portion of the property conveyed to the Board of Education for the new Gregory School are to be removed within three years from the date of the Fourth Amendment to the original Agreement with the potential for an extension of an additional two years; and

WHEREAS, the execution of this Agreement is in the best interest of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch being the same hereby is authorized to enter into the Fourth Amendment to the Agreement to Exchange Properties with the Long Branch Board of Education; a copy of which is annexed hereto and made a part hereof to this Resolution.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:

**FOURTH AMENDMENT TO AGREEMENT TO
EXCHANGE PROPERTIES**

THIS FOURTH AMENDMENT TO AGREEMENT TO EXCHANGE PROPERTIES ("Fourth Amendment") is made and entered into as of the _____ day of September, 2008 by and between:

BOARD OF EDUCATION OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, with its principal offices located at 540 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey ("Board"); and

CITY OF LONG BRANCH, a municipal corporation of the State of New Jersey, having its principal offices located at 344 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey ("City").

RECITALS:

A. The Board and the City entered into an Agreement to Exchange Properties ("Agreement") on June 19, 2001, which Agreement continues in full force and effect;

B. In said Agreement, the City agreed to convey to the Board a certain site located in the area of Liberty Street, Monmouth Avenue, Rockwell Avenue and Wilbur Ray Avenue for the new Gregory School with good and marketable title insurable at the regular rates by a reputable title company authorized to do business in the State of New Jersey ("Site");

C. The Board and City entered into a First Amendment to Agreement to Exchange Properties ("First Amendment") as of October 9, 2003, which First Amendment continues in full force and effect;

D. The Board and City entered into a Second Amendment to Agreement to Exchange Properties ("Second Amendment") as of February 23, 2005, which Second Amendment continues in full force and effect;

E. As a result of entering into the Second Amendment, the Board and the City also entered into an Agreement for Mutual Use of Parkland and School Properties as of February 23, 2005 ("Parkland Agreement"), which provides, *inter alia*, that the Board was to re-convey

to the City three (3) separate tracts of land within the Site which is to be used by the City for public use in accordance with the Parkland Agreement and the restrictions by the New Jersey Department of Environmental Protection ("DEP") Green Acres Program (N.J.A. C. 7:36-20, *et seq.*);

F. The Parkland Agreement referenced in Recital E above, also provides for the joint use by the Board and the City of the three (3) separate tracts of land defined in the Parkland Agreement for a term continuing through February 22, 2010.

G. By Deed dated April 26, 2005, the Board did convey the three (3) separate tracts of land within the Site to the City;

H. The Second Amendment to the Agreement dated February 23, 2005 also provides *inter alia* as follows:

The City agrees that it shall, as soon as practicable, but in no event later than 36 months from the date of this Second Amendment, obtain the consent of the DEP to divert the new Green Acres Parcels [as defined in the Second Amendment] to another area of the City so that the Green Acres Restrictions will no longer be applicable to the Green Acre[s] Parcels and the Agreement, as set forth in Paragraph 2 above or thereafter [shall] be of no force and effect in order that the Board may own said Parcels free and clear of all liens [or]encumbrances and have good and marketable title with respect to the said Green Acres Parcels and thereupon, the City will re-convey good and marketable title to the Green Acres Parcels free and clear of all liens and encumbrances to the Board for the sum of \$1.00.

I. As of the date of this Fourth Amendment, the City has not yet obtained the consent of the DEP and any other required authorizations to transfer the Green Acres Parcels to another area of the City. Accordingly, the City has requested that the Board extend the time for the City to complete the transfer of the Green Acres Parcels to another portion of the City.

J. The Board has, by resolution dated July , 2008, approved the request of the City and has agreed that it will provide to the City an initial thirty-six (36) months commencing with the date of this Fourth Amendment to complete the obligations of the City as more fully set forth

in Paragraph 5 of the Second Amendment and if the City is unable to complete its obligations within said period of thirty-six (36) months and it is proceeding in good faith to obtain same, the City will be given an additional twenty-four (24) months to complete its obligations for a total of five (5) years from the date of this Agreement.

K. The Board and the City entered into a Third Amendment to the Agreement on or about the _____ day of May, 2005, which Third Amendment continues in full force and effect.

L. In accordance with the provisions of the Agreement *i.e.* Paragraph 3, the School as therein defined has been constructed and is open for use by students. Accordingly, at such time as the Board and the City have signed this Fourth Amendment and this Fourth Amendment has been approved by resolutions of both the Board and the Mayor and Council of the City, the Board will convey to the City the Gregory School Property as defined in the Agreement for the sum of \$1.00 at which time the City shall be responsible for the Gregory School Property in all respects and the Board shall no longer be responsible or have any obligation with respect to the Gregory School Property.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth, the Board and City do agree as follows:

1. The Recitals set forth above are incorporated into and made a part of this Fourth Amendment.

2. Extension of Time. The City shall have an initial period of thirty-six (36) months commencing with the date of this Fourth Amendment to complete the obligations of the City as more fully set forth in Paragraph 5 of the Second Amendment and if the City is unable to complete its obligations within said period of thirty-six (36) months and it is proceeding in good faith to obtain same, the City will be given an additional twenty-four (24) months to complete its obligations for a total of five (5) years from the date of this Fourth Amendment.

3. Conveyance. The School as defined in the Agreement has been constructed

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and is open for use by students. Accordingly, at such time as the Board and the City have signed this Fourth Amendment and this Fourth Amendment has been approved by resolutions of both the Board and the Mayor and Council of the City, the Board will convey to the City the Gregory School Property as defined in the Agreement for the sum of \$1.00 at which time the City shall be responsible for the Gregory School Property in all respects and the Board shall no longer be responsible or have any obligation with respect to the Gregory School Property.

4. Title. In the event that title to the Gregory School Property to be conveyed by the Board to the City is for any reason unmarketable or title is uninsurable by a title company regularly doing business in the State of New Jersey, the City will provide written notice to the Board as soon as practicable. The Board shall thereafter be given sufficient time to remove any title objections as part of the obligation of the Board to convey the Gregory School Property to the City. In no event shall the time to remove any title objections exceed the time taken by the City to complete its obligations more fully set forth in Paragraph 5 of the Second Amendment and Paragraph 2 of this Fourth Amendment.

5. Continuation of Agreement as Amended. In all other respects, the Agreement as amended by the First Amendment, the Second Amendment, the Agreement for Mutual Use of Parkland and School Properties, the Third Amendment and this Fourth Amendment shall continue in full force and effect.

6. At such time as the City has removed the Green Acres Restrictions from the Green Acres Parcels located on the Site, the City shall reconvey to the Board the three (3) separate parcels of land contained within the site described in the Agreement for Mutual Use of Parkland and School Properties as "Parkland" by Quitclaim Deed for a total consideration of One (\$1.00) Dollar.

ATTEST:

BOARD OF EDUCATION OF THE CITY OF LONG
BRANCH, IN THE COUNTY OF MONMOUTH

By: _____
Peter E. Genovese, III,
RSBO, QPA, Board Secretary

By: _____
Violeta Peters, President

APPROVAL FOR THE BOARD OF EDUCATION OF THE
CITY OF LONG BRANCH, IN THE COUNTY OF
MONMOUTH

By: _____
Joseph M. Ferraina, Superintendent

ATTEST:

CITY OF LONG BRANCH

By: _____
Irene A. Joline, City Clerk

By: _____
Adam Schneider, Mayor

R# 298-08

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
SOLID WASTE ADMINISTRATION
FY 2008 RECYCLING TONNAGE GRANT
\$19,633.91**

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 2008 in the amount of \$19,633.91 which item is now available from the State of New Jersey, Solid Waste Administration, Recycling Grant,

BE IT FURTHER RESOLVED that a like sum of \$19,633.91 is hereby appropriated under the caption of:

State of New Jersey	
Solid Waste Administration	
Recycling Grant	\$ 19,633.91

BE IT FURTHER RESOLVED that the City Clerk forward a copy 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

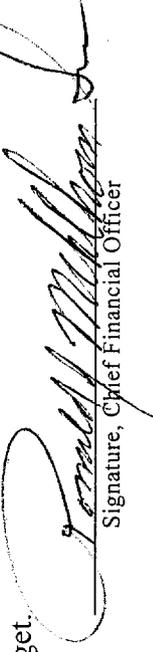
governing body of- City of Long Branch _____
Name of Municipality Clerk's Signature

I hereby certify the City of Long Branch _____ 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 2008 _____ municipal budget.

Year


Signature, Chief Financial Officer

Resolution Number: _____

Date of Adoption: September 23, 2008

Revenue Title: State of NJ, Solid Waste Administration, Recycling Grant Amount: \$ 19,633.91

Appropriation Title: State of NJ, Solid Waste Administration, Recycling Grant Amount: \$ 19,633.91

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 _____

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

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

R# 299-08

RESOLUTION RELEASING GRADING ESCROW DEPOSIT

PROJECT: 284 Chelsea Ave.
BLOCK: 194
LOT: 6

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

WHEREAS it has been determined that the grading plan review was not necessary, and,

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

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

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the grading plan escrow funds in the amount of \$500.00, plus accrued interest if applicable, to

Helena Bruno
T/a Chelsea Building and Development LLC
2 Tulip Tree Lane
Rumson, NJ 07760

R# 300-08

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: 284 Chelsea Avenue
BLOCK: 194
LOT: 6

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

WHEREAS the application is complete.

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

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

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$702.42, plus accrued interest if applicable, to

Helena Bruno
T/a Chelsea Building & Development LLC
2 Tulip tree Lane
Rumson, NJ 07760

R# 301-08

**RESOLUTION TO REFUND
OVERPAYMENT OF
2008 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer shown below due to an overpayment of 2008 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue a check to the taxpayer shown(s) below and charge 2008 taxes in the total amount of \$8.11 and,

BLOCK	LOT	NAME	AMOUNT
285	6	J & M Keelen Transportation Corp 142 Belmont Avenue Long Branch, NJ 07740	8.11

R# 302-08

**RESOLUTION RESCINDING R139-08 AUTHORIZING AGREEMENT FOR
LEGAL SERVICES IN DEFENSE OF POLICE OFFICER BARD**

WHEREAS, on May 13, 2008 by R139-08, the City Council of the City of Long Branch adopted a resolution authorizing an agreement for legal services in defense of Police Officer Bard by having representation being made by Charles Moriarty, Esq.; and

WHEREAS, a conflict developed with Charles Moriarty's representation of Officer Bard.

NOW THEREFORE BE IT RESOLVED that Resolution 139-08 and contract adopted by the City Council of the City of Long Branch on May 13, 2008 is hereby rescinded and another resolution and contract be awarded for Officer Bards' representation.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

R# 303-08

**RESOLUTION AUTHORIZING PROFESSIONAL
SERVICES CONTRACT FOR POLICE OFFICER REPRESENTATION
(ROBERT HOLDEN, ESQ.)**

WHEREAS, a resolution authorizing Charles Moriarty, Esq. to represent Officer Bard by R139-08 on May 13, 2008 was rescinded by R302-08 and reauthorized to Robert Holden, Esq. due to a conflict that developed; and

WHEREAS, the City has the need to authorize a contract for professional legal services for the representation of Officer Joshua Bard for charges brought against him by Elias Arlequin by Summons S-2008-000271-1325; and

WHEREAS, Robert Holden, Esq. has submitted a proposal attached hereto, dated September 15, 2008 for services required for said project, and it is the recommendation of the Business Administrator that it is in the City's best interest to award a contract to Robert Holden, Esq.; and

WHEREAS, value of this contract does not exceed \$17,500.00 and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by Charles Moriarty, Esq. that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation #8-01-014-202 in an amount not to exceed \$750.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a contract with Robert Holden, Esq. for legal services relative to Officer Joshua Bard in accordance with the contract document and proposal attached hereto, for an amount not to exceed \$750.00.

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:

AGREEMENT

THIS AGREEMENT MADE THIS 23rd day of September, 2008

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

Hereinafter called the **CITY**

AND

ROBERT J. HOLDEN, ESQ.
PO Box 7444
740 Broad Street (Highway 35)
Shrewsbury, NJ 07702

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Robert J. Holden, Esq., to provide services for representing Ptl. Joshua Bard in the matter of charges preferred against him, Summons # S-2008-000271-1325; and

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

1. The City of Long Branch hereby enters the within agreement for a sum not to exceed \$750.00
2. Robert J. Holden, Esq. agrees to provide services.
3. Robert J. Holden, Esq. will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be from commencement to end of the case.
5. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a

binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975,c. 127, as amended from time to time.

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduct a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

The contractor is required to submit, prior to or at the time the contract is submitted for signing by the public Agency, one of the following three documents:

- I. Appropriate evidence that the contractors operating under an existing federally approved or sanctioned affirmative action program
- II. A certificate of employee information report approval in accordance with N.J.A.C. 17:27-4.
- III. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4, completed by the contractor in accordance with N.J.A.C. 17:24-4

4. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.
5. This Contract shall be binding upon the City has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR** attested by **IRENE A. JOLINE, CLERK** and the Municipal Seal to be hereunto affixed and the **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Irene A. Joline, RMC
City Clerk

Date: _____

CONTRACTOR

By: _____
Robert J. Holden, Esq.

Attested by:

Title: _____

Dated: _____

Long Branch, New Jersey
ORDINANCE NO. 18-05

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 13-05, KNOWN AS
"AN ORDINANCE REQUIRING PUBLIC CONTRACTING REFORM, AND AMENDING
AND SUPPLEMENTING THE 'REVISED GENERAL ORDINANCES OF THE CITY OF
LONG BRANCH, NEW JERSEY' ACCORDINGLY," AS ADOPTED ON MAY 10, 2005.

WHEREAS, on May 10, 2005, the City of Long Branch adopted Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly" (the "Ordinance"); and

WHEREAS, the Ordinance places certain limitations upon the annual amount(s) of contributions that professionals may make to the political campaigns of the local elected officials who are ultimately responsible for the award of discretionary no-bid contracts for municipal professional services; and

WHEREAS, the intention of the Ordinance is to ensure trust in the process of local government, if not the quality or cost of services received, and to minimize any perceptions or concerns on the part of the public that discretionary no-bid contracts for municipal professional services are being awarded to professionals as a reward for having made substantial political contributions, or that the award of such contracts was influenced, even to a minor degree, by the payment of such contributions; and

WHEREAS, it is hereby found and declared that the practice of "wheeling," whereby one political organization channels campaign donations to another political organization with the intention to conceal or misrepresent the source of the contribution, may be utilized as a loophole to circumvent the proscriptions contained within the Ordinance; and

WHEREAS, the City Council of the City of Long Branch, in a continuing effort to ensure the integrity of the award of public professional service contracts, has therefore determined that it would be in the best interests of the City, and its residents, to amend the Ordinance in an attempt to curb the practice known as "wheeling;" and

WHEREAS, the City Council of the City of Long Branch also wishes to take this opportunity to clarify the "arbitration" provision referenced in Section 3(c) thereof; and

WHEREAS, the City Council of the City of Long Branch finds that it is in the best interest of the City and its residents to require that a contribution of more than fifty dollars (\$50.00) received by a candidate be reported in the manner set forth by the laws and regulations of the State of New Jersey.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, that Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey'"

Accordingly," which was adopted on May 10, 2005, is hereby amended and supplemented as follows:

SECTION 1

Prohibition on Awarding Professional Contracts to Certain Contributors

- (a) The City of Long Branch shall not enter into an agreement for professional services with any individual and/or professional business entity if that individual or entity has solicited or made any contribution of money or pledge of a contribution including in-kind contributions, to a campaign of any City of Long Branch candidate for Council or Mayor, in excess of the threshold specified in subsection (d) of this Section within one calendar year immediately preceding the date of the contract or agreement unless cured pursuant to Section 3. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions made during the applicable time period to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (b) No professional business entity which enters into negotiations for, or agrees to, any contact or agreement with the municipality or any department or agency thereof or any of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any City of Long Branch candidate or holder of public office having ultimate responsibility for the award of the contract, in excess of the amount set forth herein. This Section is to include any and all professionals who provide political contributions to any candidate for an office whether or not that candidate is presently in office or seeks office. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (c) For purpose of this ordinance, a "professional business entity" seeking a public contract means an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
- (d) Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of five hundred dollars (\$500.00) per candidate for Mayor and/or Council Member on an annual basis whether or not that individual has a professional services contract in place or not to the maximum extent of three thousand dollars (\$3,000) per annum per business entity. This section shall apply to any presently sitting Councilperson and/or the Mayor of the City of Long Branch and shall also apply

to any individual who seeks to run for the office of Council person and/or Mayor of the City of Long Branch.

- (i) Any individual that owns less than ten (10%) percent of a professional business entity which contracts with the City of Long Branch shall not be treated as a part of that entity.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Long Branch, if the contract requires approval or appropriation from the Council.
 - (2) The Mayor of the City of Long Branch, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2

Contributions Made Prior to Effective Date

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or to any municipal or county party committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, shall be deemed a violation of this section, nor shall an agreement for property, good or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

SECTION 3

Penalty

(a) All City of Long Branch professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b) or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

(b) Any professional business entity as defined in Section 1(c) and (d) who knowingly fails to reveal a contribution made in violation of this Act, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be subjected to a fine in the sum of \$2,500 so far as the first offense and for any second offense, shall be disqualified from eligibility for future City of Long Branch contracts for a period of four calendar years from the date of the violation.

(c) There shall be no breach of contract in the event a contribution is questioned and as a result of the questioning of the contribution the individual and/or business entity who makes the contribution requests that the contribution be returned by the campaign committee, the candidate or the political action committee to whom such contribution was made. In the event of any disputes as to whether or not a campaign contribution is proper the matter shall be submitted to arbitration before a retired Judge of the Superior Court of New Jersey.

SECTION 4
Reporting Requirements

Any contribution received by a candidate committee, joint candidates committee, or political committee, during an election fund report period of more than fifty dollars (\$50.00) or aggregate contributions received by such a committee in an election from a contributor totaling more than fifty dollars (\$50.00) during such a report period shall be reported by providing the information set forth in N.J.A.C. 19:25-10.2

SECTION 5
Severability

If any provision of this law, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this law to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this law are severable.

SECTION 6
Effective Date

This Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

SECTION 7
Repealer

All other Ordinance or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced: 6/14/05
Adopted: 6/28/05

Law Office of



ROBERT J. HOLDEN, ESQUIRE

September 15, 2008

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

RE: State v. Officer Joshua Bard

Dear Ms. Joline;

Please be advised that I have undertaken representation of Officer Joshua Bard, who was formally represented by Charles M. Moriarty, Esq. in the matter of State v. Officer J. Bard Summons No. S-2008-000271-1325.

This matter has been transferred to the Borough of Sea Bright for disposition. The Complaint was signed by Elias Arlequin. I will be representing Officer Bard on this matter because of a conflict developed with Mr. Moriarty's representation of Officer Bard.

I of course agree to afford him representation in accordance with the cities policy on representation of police officers. Namley, that I will represent him up to a maxium of \$ 750.00 at \$ 85 per hour, without further order of the city.

Please advise as to what additional steps that I must take with regard to this and kindly put this on for a resolution with respect to my representation, if you find that to be appropraite.

With gratitude for your kindness, I remain;

Very truly yours,

Robert J. Holden, Esq.

RJH/ds

P.O. Box 7444
740 Broad Street (Highway #35)
Shrewsbury, NJ 07702
Phone 732.936.0777 - Fax 732.936.0779

R# 304-08

**RESOLUTION ESTABLISHING
CURFEW FOR OCTOBER 30 AND 31, 2008**

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

A curfew has been established for all persons within the City of Long Branch under 17 years of age, to be invoked on October 30, and 31, 2008. The curfew will extend from 8:00 p.m. to 6:00 a.m. each night. Director of Public Safety, William Richards has been directed by the Mayor to strictly enforce the policy.

Un toque de queda ha sido establecido para todas personas menores de 17 año de edad en la Ciudad de Long Branch invocada 30, and 31, Octubre para los desde las 8:00 p.m., hasta las 6:00 a.m. de cada noche. El Director de Policia, William Richards has sido asignado por Alcalde de Long Branch para reenforzar las reglas.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to all schools in the Long Branch school district and the news media.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

R # 305-08

**RESOLUTION AUTHORIZING PROFESSIONAL
SERVICES CONTRACT FOR POLICE OFFICER REPRESENTATION
(CHARLES MORIARTY, ESQ.)**

WHEREAS, the City has the need to authorize a contract for professional legal services for the representation of Officer Stanley Balmer for charges brought against him by Sasha Everett by Summons S-2008-000069-1325; and

WHEREAS, Charles Moriarty, Esq. has submitted a proposal attached hereto, dated September 10, 2008 for services required for said project, and it is the recommendation of the Business Administrator that it is in the City's best interest to award a contract to Charles Moriarty, Esq.; and

WHEREAS, value of this contract does not exceed \$17,500.00 and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance # 18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by Charles Moriarty, Esq. that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation # 8-01-014-202 in an amount not to exceed \$750.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a contract with Charles Moriarty, Esq. for legal services relative to Officer Stanley Balmer in accordance with the contract document and proposal attached hereto, for an amount not to exceed \$750.00.

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:

AGREEMENT

THIS AGREEMENT MADE THIS 23rd day of September, 2008

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

Hereinafter called the **CITY**

AND

CHARLES M. MORIARTY
212 Maple Avenue
PO Box 578
Red Bank, NJ 07701

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Charles M. Moriarty, Esq. to provide services for representing Ptl. Stanley Balmer in the matter of charges preferred against him, Summons # S-2008-000069-1325; and

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

1. The City of Long Branch hereby enters the within agreement for a sum not to exceed \$750.00
2. Charles M. Moriarty, Esq. agrees to provide services.
3. Charles M. Moriarty, Esq. will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be from commencement to end of the case.
5. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a

binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975,c. 127, as amended from time to time.

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

The contractor is required to submit, prior to or at the time the contract is submitted for signing by the public Agency, one of the following three documents:

- I. Appropriate evidence that the contractors operating under an existing federally approved or sanctioned affirmative action program
- II. A certificate of employee information report approval in accordance with N.J.A.C. 17:27-4.
- III. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4, completed by the contractor in accordance with N.J.A.C. 17:24-4

4. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.
5. This Contract shall be binding upon the City has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR** attested by **IRENE A. JOLINE, CLERK** and the Municipal Seal to be hereunto affixed and the **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Irene A. Joline, RMC
City Clerk

Date: _____

CONTRACTOR

By: _____
Charles M. Moriarty, Esq.

Attested by:

Title: _____

Dated: _____

Long Branch, New Jersey
ORDINANCE NO. 18-05

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 13-05, KNOWN AS
"AN ORDINANCE REQUIRING PUBLIC CONTRACTING REFORM, AND AMENDING
AND SUPPLEMENTING THE 'REVISED GENERAL ORDINANCES OF THE CITY OF
LONG BRANCH, NEW JERSEY' ACCORDINGLY," AS ADOPTED ON MAY 10, 2005.

WHEREAS, on May 10, 2005, the City of Long Branch adopted Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly" (the "Ordinance"); and

WHEREAS, the Ordinance places certain limitations upon the annual amount(s) of contributions that professionals may make to the political campaigns of the local elected officials who are ultimately responsible for the award of discretionary no-bid contracts for municipal professional services; and

WHEREAS, the intention of the Ordinance is to ensure trust in the process of local government, if not the quality or cost of services received, and to minimize any perceptions or concerns on the part of the public that discretionary no-bid contracts for municipal professional services are being awarded to professionals as a reward for having made substantial political contributions, or that the award of such contracts was influenced, even to a minor degree, by the payment of such contributions; and

WHEREAS, it is hereby found and declared that the practice of "wheeling," whereby one political organization channels campaign donations to another political organization with the intention to conceal or misrepresent the source of the contribution, may be utilized as a loophole to circumvent the proscriptions contained within the Ordinance; and

WHEREAS, the City Council of the City of Long Branch, in a continuing effort to ensure the integrity of the award of public professional service contracts, has therefore determined that it would be in the best interests of the City, and its residents, to amend the Ordinance in an attempt to curb the practice known as "wheeling;" and

WHEREAS, the City Council of the City of Long Branch also wishes to take this opportunity to clarify the "arbitration" provision referenced in Section 3(c) thereof; and

WHEREAS, the City Council of the City of Long Branch finds that it is in the best interest of the City and its residents to require that a contribution of more than fifty dollars (\$50.00) received by a candidate be reported in the manner set forth by the laws and regulations of the State of New Jersey.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, that Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey'

Accordingly," which was adopted on May 10, 2005, is hereby amended and supplemented as follows:

SECTION 1

Prohibition on Awarding Professional Contracts to Certain Contributors

- (a) The City of Long Branch shall not enter into an agreement for professional services with any individual and/or professional business entity if that individual or entity has solicited or made any contribution of money or pledge of a contribution including in-kind contributions, to a campaign of any City of Long Branch candidate for Council or Mayor, in excess of the threshold specified in subsection (d) of this Section within one calendar year immediately preceding the date of the contract or agreement unless cured pursuant to Section 3. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions made during the applicable time period to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (b) No professional business entity which enters into negotiations for, or agrees to, any contact or agreement with the municipality or any department or agency thereof or any of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any City of Long Branch candidate or holder of public office having ultimate responsibility for the award of the contract, in excess of the amount set forth herein. This Section is to include any and all professionals who provide political contributions to any candidate for an office whether or not that candidate is presently in office or seeks office. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (c) For purpose of this ordinance, a "professional business entity" seeking a public contract means an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
- (d) Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of five hundred dollars (\$500.00) per candidate for Mayor and/or Council Member on an annual basis whether or not that individual has a professional services contract in place or not to the maximum extent of three thousand dollars (\$3,000) per annum per business entity. This section shall apply to any presently sitting Councilperson and/or the Mayor of the City of Long Branch and shall also apply

to any individual who seeks to run for the office of Council person and/or Mayor of the City of Long Branch.

- (i) Any individual that owns less than ten (10%) percent of a professional business entity which contracts with the City of Long Branch shall not be treated as a part of that entity.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Long Branch, if the contract requires approval or appropriation from the Council.
 - (2) The Mayor of the City of Long Branch, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2

Contributions Made Prior to Effective Date

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or to any municipal or county party committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, shall be deemed a violation of this section, nor shall an agreement for property, good or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

SECTION 3

Penalty

(a) All City of Long Branch professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b) or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

(b) Any professional business entity as defined in Section 1(c) and (d) who knowingly fails to reveal a contribution made in violation of this Act, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be subjected to a fine in the sum of \$2,500 so far as the first offense and for any second offense, shall be disqualified from eligibility for future City of Long Branch contracts for a period of four calendar years from the date of the violation.

(c) There shall be no breach of contract in the event a contribution is questioned and as a result of the questioning of the contribution the individual and/or business entity who makes the contribution requests that the contribution be returned by the campaign committee, the candidate or the political action committee to whom such contribution was made. In the event of any disputes as to whether or not a campaign contribution is proper the matter shall be submitted to arbitration before a retired Judge of the Superior Court of New Jersey.

SECTION 4

Reporting Requirements

Any contribution received by a candidate committee, joint candidates committee, or political committee, during an election fund report period of more than fifty dollars (\$50.00) or aggregate contributions received by such a committee in an election from a contributor totaling more than fifty dollars (\$50.00) during such a report period shall be reported by providing the information set forth in N.J.A.C. 19:25-10.2

SECTION 5

Severability

If any provision of this law, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this law to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this law are severable.

SECTION 6

Effective Date

This Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

SECTION 7

Repealer

All other Ordinance or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced: 6/14/05

Adopted: 6/28/05

CHARLES M. MORIARTY

Attorney at Law
212 Maple Avenue
P. O. Box 578
Red Bank, New Jersey 07701
(732) 842-7773

*Certified Criminal Trial Attorney
*Certified Civil Trial Attorney

Facsimile (732) 842-1592

September 10, 2008

via fax 732-222-8835 and regular mail

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

Re: State v. Officer Stanley Balmer
Complaint No. S 2008 00069

Dear Sir/Madam:

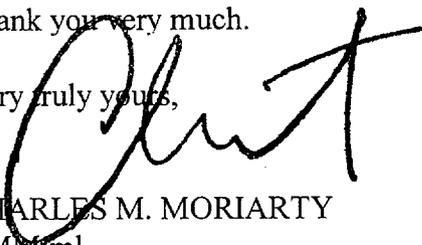
Please be advised that Officer Stanley Balmer has asked me to represent him with regard to a complaint filed against him in the course of his duties.

This will confirm that I will be billing at \$85.00 per hour, not to exceed \$750.00 without prior approval by the City of Long Branch.

Would you kindly advise if I am authorized to represent Officer Balmer and forward to me a copy of the voucher and Resolution in the matter.

Thank you very much.

Very truly yours,


CHARLES M. MORIARTY
CMM/ml

R# 306-08

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on September 23, 2008

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this _____ day of _____, 2008

Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of September 23, 2008. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Assoc.	Rent for Municipal Court & Drug Office - October 2008	10,000.00	
A T & T	Utilities - Telephone - 8/16 & 8/21/2008 - Various Locations	151.94	*
A.R. Communications	Misc. Radio Equipment - Various Depts.	4,109.50	
Accurate Industries	Computer Course - Introduction To Quick Books - Finance Director	181.00	
Ace Outdoor Power Equipment	Misc. Parts - (Beach) R #19 - DPW	232.46	
Action Flag	American Flags for Parks - DPW	211.88	
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 8/13 & 8/26/2008 - DPW	28,259.27	*
Alonzo Rawls	DJ Performance - Laird Street Beach - 8/30/2008 - Recreation Dept.	275.00	
Ambassador Medical Services	Drug Testing - July & August 2008 - Human Services	2,526.00	
American Hose & Hydraulics	Misc. Hoses for DPW	649.82	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - August 2008	13,939.36	*
Ansell, Zaro, Grimm & Aaron	Retainer - July & August 2008	5,000.00	*
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - July 2008	6,962.09	Pymt #1
Atlantic Plumbing Supply Corp.	Plumbing Materials for Various Comfort Stations - DPW	90.04	
Beacon Graphic Systems	Misc. Tools & Equipment - Police Dept.	371.75	
Bette White Fernandez	Tap Dance Instruction - 8/22, 8/29 & 9/5/2008 - Senior Affairs	102.00	
Birdsall Engineering	Engineering Services Rendered - General - October 2007	149.00	Pymt #4
Builders' General Supply	Materials for South Bath Ave. - DPW	1,366.75	
Carl F. Jennings	Reimbursement for Expenses Incurred - Road Service to Rec. Vehicle - 8/19/2008	478.08	
CDWG	Computer Supplies - Tax Assessor	85.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	2,110.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	18,939.36	*
City of Long Branch Clearing Account	Reimburse Clearing Account	313,685.81	*
City of Long Branch Clearing Account	Reimburse Clearing Account	888,922.45	*
City of Long Branch Payroll Agency	Payroll Dated 9/05/2008	37,171.94	*
City of Long Branch Payroll Agency	Payroll Dated 9/05/2008	851,750.51	*
CMF	Copier Paper - Comptroller's Office	164.95	
Coast Hardware	Misc. Hardware - August 2008 - Various Depts.	717.80	
Comfort Inn & Suites	Temporary Housing - Delores Smith - 7/18-8/28/2008 - School Project - Community Dev.	1,785.00	*
Davis Equipment Sales	Misc. Parts for (Beach) R #21A & R #22A - DPW	269.10	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Dell Computer Corp.	Various Computer Supplies - Police Dept.	19.99
Depot America	Computer Supplies - Police Dept.	149.00
Diamond Triumph Auto Glass	Install Window - PW #219 - DPW	157.18
Eatontown TV & Appliance	Air Conditioner for Police Dispatch - DPW	525.00
Edwards Tire	Tires - Various Vehicles - DPW	864.40
Efinger Sporting Goods	Misc. Equipment for Youth Soccer Program - Recreation Dept.	1,119.80
Elberon Engine Co.	Rental of Polling Place for Presidential Primary Election - 2/5/2008 - City Clerk	200.00
Evans, Osborne, Kreizman	Legal Services Rendered - Conflict Judge - September 2008	500.00
F & C Automotive Supply	Misc. Parts - Recreation Toro #9 - DPW	51.98
Fisher's Repair	Misc. Parts for Lawn Mower - DPW	176.00
Fleetsource	Fuel Pump for R #20 - DPW	410.21
Ford Motor Credit	(11) Lease / Purchase Vehicles - October 2008	7,037.10
Forensics Source	Misc. Supplies - Police Dept.	515.75
Frank T. Morey	Reimbursement for Boots/Shoes - Police Dept.	189.94
Frank Valentino	Poetry Reading - 7/23/2008 - L.B. Arts Council	50.00
G & M Trophy	Plaque for Memorial Bench - N. & J. Bennett - DPW	16.00
Gall's Inc.	Metal Detector for Forensics Unit - Police Dept.	468.00
General Sales Admin t/a Major Police Supply	Misc. Parts - DPW #1 & Fire #25-70 - DPW / Fire Dept.	2,654.37
Global Govt./Education Solutions	Misc. Camera Equipment - Police Dept.	375.94
Granger	Towels for Streets Dept. - DPW	102.00
H.K. Carr & Assoc.	Update Emergency Response Plan - July / September 2008 - OEM	440.50
Hilsen Termite & Pest Control	Service Call - 7/28/2008 - Boardwalk Ticket Booth - Health Dept.	165.00
Home Depot Credit Services	Various Building Materials - Various Depts.	205.36
IAAI	(1) Year Active & NJ Chapter Membership - Stanley Midose - Building Dept.	110.00
Intelligent Products	Mutt Mitts - Health Dept.	740.92
International Fireworks	Fireworks - Long Branch Jazz & Blues Festival - 8/30/2008 - Administration	3,000.00
J Ford Electric	Emergency Traffic Light Repair - Westwood & Morris - Traffic Dept.	196.00
Jamm Printing	Printed Forms - Health Dept.	210.00
Jeffrey Grippaldi	Reimbursement for Boots/Shoes - Police Dept.	250.00
Jersey Central Power & Light	Utilities - Electric - 6/28-9/7/2008 - Various Locations	* 33,061.96
Johnny On The Spot	(5) Port-A-John's - West End Cruise Night #2 - 8/16/2008 - Administration	426.00
John's Auto & Truck Repair	Towing - 7/28/2008 - 1997 Nissan Sentra - Further Investigation - Police Dept.	75.00
Kahlil Carmichael	Cardio Sculpt Instruction - 5/16, 8/22 & 8/29/2008 - Senior Affairs	150.00
Kane Steel	Misc. Parts - Sanitation #30 - DPW	769.50
Lanigan Assoc.	Nameplate - Dispatcher J. Beirne - Police Dept.	9.95
Lee Battery Service	Batteries for Police Dept.	330.08
Leslie's Swimming Pool Supplies	Chlorine for Pinsky Fountain - DPW	40.18
Lou's Uniforms	Footwear for Dispatcher Pooler - Police Dept.	200.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Mark R. Atkins	Legal Services Rendered - Conflict Attorney - July & August 2008	693.00	Pymt #1-2
Masune First Aid & Safety	First Aid Kits for Facilities Dept.	65.85	
Mazza & Sons	Recycling of Tires - August 2008 - DPW	266.00	
Mazza & Sons	Recycling Tax for Disposal of Bulky Waste - August 2008 - DPW	425.19	
Mazza & Sons	Disposal of Bulky Waste - August 2008	11,054.94	Pymt #6
MC&A of Monmouth County	Annual Membership Dues - T. Turner / L. Ravaschieri / D. Stamberger - Municipal Court	120.00	
McDonalds Restaurant	Prisoner Meals - July & August 2008 - Police Dept.	37.04	
Mid-Atlantic Truck Center	Misc. Parts - PW #118 - DPW	173.31	
Monmouth County Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 8/1-8/15/2008 - DPW	46,160.09	
Motor Vehicle Services	Tipping Fees & Various Taxes - 8/1-8/15/2008 - DPW	20.00	*
Motor Vehicle Services	Motor Vehicle Title - DPW	20.00	*
Motor Vehicle Services	Motor Vehicle Title - DPW	20.00	*
Motor Vehicle Services	Motor Vehicle Title - DPW	20.00	*
Motor Vehicle Services	Motor Vehicle Title - DPW	20.00	*
New Jersey American Water	Utilities - Water - 7/25-8/26/2008 - Various Locations	14,070.96	*
New Jersey Natural Gas	Utilities - Gas - 7/23-8/28/2008 - Various Locations	448.04	*
New Jersey Repertory Co.	Reimbursement for T-Shirts Purchased for Dorothy Parker Day - L.B. Arts Council	350.00	
NFPA	Annual Membership - Stanley Midose - Building Dept.	150.00	
Nicholas Bucciero	Reimbursement for Boots/Shoes - Police Dept.	212.97	
NJ State League of Municipalities	Publication Renewal - 2008-2009 Legislative Bulletin - Finance Director	7.00	
NJ State League of Municipalities	Guide Book on NJ's Open Public Meetings Act - Howard Woolley Jr. - Administration	10.00	
Northwind Mechanical Systems	Service Call - Various Dates - City Hall Building - DPW	1,786.07	
Operation Life	Rental of Polling Place for Presidential Primary Election - 2/5/2008 - City Clerk	200.00	
Orion Healthcare Technology	Annual Customer Support Renewal for Accucare - Human Services Dept.	3,300.00	
Perry's Trophy	Trophies for Championship Boys Soccer Team - Recreation Dept.	600.00	
Perth Amboy Spring Works	Misc. Parts - Sanitation #100 - DPW	481.73	
Public Strategies	Professional Services Rendered - Lobbying Consultant - September 2008	2,500.00	Pymt #3
Ray's Sport Shop	Uniforms - P.O. K. Buble / P.O. R. Carnacho / P.O. G. Olski - Police Dept.	1,054.94	
Satellite Self Storage	Storage Fees - September 2008 - Delores Smith - School Project - Community Dev.	518.00	
Scoles Floorshine Industries	Janitorial Supplies for Various Depts.	3,108.31	
Siperstein's	Paint for Traffic Lines & Crosswalks - Traffic Dept.	191.85	
Stavola Asphalt	Road Materials for Atlantic Ave. - DPW	841.67	
Stonex Casting Products	Bench Ends for Beachfront - DPW	990.00	
Stumpy's	Service & Repair Jet Ski - Fire Dept.	227.45	
Supply-Saver Corp.	Ink Cartridges - Senior Center / Recreation Dept.	275.00	
The Link News	Full Page Ad - Long Branch Blues Festival - 8/30/2008 - UEZ	325.00	
Thompson Design Group	Professional Services Rendered - General - July & August 2008	2,596.59	Pymt #2-3
Todd Coleman	Reimbursement for Boots/Shoes - Police Dept.	147.99	
Total Lubrication Services & Supply	Anti-Freeze & Washer Fluid - DPW	585.19	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Troil Enterprises		1,529.79
United Parcel Service		26.50
Up-Tyte Fasteners		349.15
Verizon		10,355.91
W E Timmerman		173.94
W.B. Mason		91.60
Warshauer Electric Supply		18.10
West End Engine Co.		200.00
Y-Pers		261.50

TOTAL CURRENT

Ansell, Zaro, Grimm & Aaron		594.00
City of Long Branch Clearing Account		1,785.00
City of Long Branch Clearing Account		594.00
City of Long Branch Clearing Account		278,100.66
Comfort Inn & Suites		1,785.00
General Sales Admin t/a Major Police Supply		2,347.16
Plaza Dodge/Ford Motors Fleet		22,191.00
Precise Construction		59,364.48
Satellite Self Storage		518.00
Warnock Fleet & Leasing		836.95

TOTAL CAPITAL

Animal Care Equip. & Services		50.63
City of Long Branch Clearing Account		655.00
City of Long Branch Clearing Account		5,495.04
City of Long Branch Payroll Agency		393.07
City of Long Branch Payroll Agency		5,101.97
Geese Chasers		1,079.00
Long Branch Animal Hospital		912.00
Lou's Uniforms		205.94
Monmouth County SPCA		3,915.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

368,116.25

NJ Dept. of Health & Senior Services

Dog License Report - August 2008

* 55.80

TOTAL DOG

17,863.45

Barbara Heggie
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Coast Hardware
 Long Branch Pop Warner
 Maaco Auto Painting & Bodyworks Center
 PMK Group
 Sherwin Williams

Choral Instruction - 8/11/2008 - Senior Affairs / Community Dev.
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 9/05/2008
 Payroll Dated 9/05/2008
 Misc. Hardware - August 2008 - Community Dev.
 Full Page Ad - Support Pop Warner Football for "At Risk" Youth - Community Dev.
 Paint 1996 Dodge Dakota - Community Dev.
 Environmental Engineering - Future Park at One Norwood Ave. - August 2008
 Paint (Anti-Graffitiant) - Community Dev.

* 25.00
 * 11,700.23
 * 5,343.31
 * 377.73
 * 4,965.58
 181.84
 100.00
 350.00
 185.00 Pymt #1
 4,760.00

TOTAL HUD

27,988.69

Ansell, Zaro, Grimm & Aaron
 Atlantic Plumbing Supply
 Birdsall Engineering

Legal Services Rendered - Pier Village III - August 2008
 Legal Services Rendered - Pier Village II - August 2008
 Legal Services Rendered - Pier Village I - August 2008
 Legal Services Rendered - Broadway Arts Center - August 2008
 Legal Services Rendered - Hotel Campus - August 2008
 Legal Services Rendered - Beachfront North - August 2008
 Return of Bid Security
 Engineering Services Rendered - August 2007 / July 2008 - Planning / Zoning Board

* 22.00
 * 66.00
 * 11.00
 * 827.10
 * 220.00
 * 6,909.48
 * 2,416.80
 * 25,909.45

City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Coast Hardware

Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 9/05/2008
 Payroll Dated 9/05/2008
 Misc. Hardware - August 2008 - Community Dev.

* 28,326.25
 * 8,055.58
 * 53,211.06
 * 22,991.58
 * 431.37
 * 22,560.21
 44.95

E M Waterbury & Assoc.
 International Fireworks

Engineering Services Rendered - February 2007 - Zoning Board
 Fireworks - Long Branch Jazz & Blues Festival - 8/30/2008 - Administration

90.00
 5,000.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Long Branch Chamber of Commerce
Mark R. Atkins
Photo Center of Brick

Electrical Usage in Office - 12/30/2007 - 7/01/2008 - Community Dev.
Professional Services Rendered - Beachfront South - July & August 2008
Film for UEZ

886.72
451.00 Pymt 1-2
375.00

TOTAL TRUST OTHER

178,805.55

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE