

**WORKSHOP SESSION**

**CITY COUNCIL**

**NOVEMBER 7, 2007**

**6:00 P.M.**

1. RECYCLING PICK-UP/FRED MIGLIACCIO
2. BROADWAY PARK/RICK BROWN – BIRDSALL ENGINEERING
3. REVIEW OF REGULAR AGENDA

**ADMINISTRATIVE AGENDA**

**CITY COUNCIL**

**CITY OF LONG BRANCH**

**November 7, 2007**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE**

**CERTIFICATION BY CLERK:**

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

*Irene A. Joline, RMC  
City Clerk*

**READING AND APPROVAL OF PREVIOUS MINUTES**

OCTOBER 23, 2007

**CONSIDERATION OF ORDINANCES:**

**PUBLIC HEARING AND FINAL CONSIDERATION:**

**(INTRODUCED: 10-23-07)**

**#42-07** ORDINANCE AMENDING 325-27 OF THE CODE OF THE CITY OF LONG BRANCH ENTITLED SCHEDULE III: "PARKING PROHIBITED ON CERTAIN STREETS" OF THE CODE OF THE CITY OF LONG BRANCH TO LIMIT PARKING ON HOLLYWOOD AVENUE FROM NORWOOD AVENUE TO MONMOUTH PLACE

**ORDINANCES FOR INTRODUCTION:**  
**(PUBLIC HEARING SCHEDULED FOR NOVEMBER 27, 2007)**

**#43-07** AMENDMENT TO ORDINANCE NO. 325-30 SCHEDULE V: (325-30) (WESTWOOD AVENUE)

**PUBLIC PARTICIPATION (ALL COMMENTS)**

**RESOLUTIONS**

**R290-07** RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF RONALD AND ROBIN GUIDETTI AND KAREN ROWELL SMITH, LONG BRANCH, NEW JERSEY

**R291-07** RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF MARIA RICHICHI, 580 HIGH STREET, LONG BRANCH, NEW JERSEY

**R292-07** RESOLUTION AUTHORIZING CONTRACT FOR TRANSPORTATION AND DISPOSAL OF LEAVES COLLECTED BY THE PUBLIC WORKS DEPARTMENT FROM ITS CURBSIDE COLLECTION PROGRAM

**R293-07** RESOLUTION AMENDING CONTRACT WITH JOHN L KRAFT, LLC FOR LEGAL SERVICES AS BOND COUNSEL

**R294-07** RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL CAPITAL IMPROVEMENT AUTHORIZATIONS AND REDUCE DEFERRED CHARGES TO FUTURE TAXATION - UNFUNDED

**R295-07** RESOLUTION 2007 BUDGET APPROPRIATION TRANSFERS

**R296-07** RESOLUTION AWARDED CONTRACT FOR PURCHASE OF ONE ARTICULATED WHEEL LOADER WITH ATTACHMENTS FOR THE PUBLIC WORKS DEPARTMENT

**R297-07** RESOLUTION APPROVAL PAYMENT OF BILLS

**APPLICATIONS:**

NONE

**MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER**

**ADJOURNMENT:**

**Ordinance No.**

ORDINANCE AMENDING §325-27 OF THE CODE OF THE CITY OF LONG BRANCH  
ENTITLED SCHEDULE III: "PARKING PROHIBITED ON CERTAIN STREETS"  
OF THE CODE OF THE CITY OF LONG BRANCH TO LIMIT PARKING  
ON HOLLYWOOD AVENUE FROM NORWOOD AVENUE TO  
MONMOUTH PLACE

**WHEREAS**, in accordance with the provisions of §325-3D of the Code of the City of Long Branch, §325-27 identifies those streets or parts of streets in the City of Long Branch where parking is currently prohibited between the hours specified upon any of the specified streets; and

**WHEREAS**, the governing body of the City of Long Branch has consulted with the City's Traffic Safety Division of the Police Department, which has determined that parking should be prohibited for Hollywood Avenue from Norwood Avenue to Monmouth Place between the hours of 10:00 p.m. and 6:00 a.m.; and

**WHEREAS**, in the interest of protecting the residents of the City of Long Branch and motorists who travel along Hollywood Avenue near Norwood Avenue and Monmouth Place, the City of Long Branch Traffic Safety Division of the Police Department has recommended that §325-27 Schedule III of the Code of the City of Long Branch be amended to prohibit parking on Hollywood Avenue between the hours of 10:00 p.m. and 6:00 a.m. from Norwood Avenue to Monmouth Place; and

**WHEREAS**, the governing body of the City of Long Branch, having considered the recommendations of the City's Traffic Safety Division of the Police Department, believes that such an amendment to the City's existing Ordinance §325-27 will serve to protect the general safety and welfare of residents of the City of Long Branch and motorists who use these streets:

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Long Branch that §325-27 Schedule III be and is hereby amended to prohibit parking on the following streets or parts of streets as follows:

| <u>Name of Street</u> | <u>Side</u> | <u>Hours</u>            | <u>Location</u>                          |
|-----------------------|-------------|-------------------------|--|
| Hollywood Avenue      | Both        | 10:00 p.m. to 6:00 a.m. | From Norwood Avenue to<br>Monmouth Place |

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

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

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IRENE JOLINE, CITY CLERK

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ADAM SCHNEIDER, MAYOR

R# 43-01

**AMENDMENT TO ORDINANCE No. 325-30 SCHEDULE V: (325-30)**

**WHEREAS**, the City of Long Branch controls time limits for parking on certain streets and pursuant to Ordinance 325-3 G ; and

**WHEREAS**, and investigation was undertaken to determine whether or not there should be a limit to parking in front of 148 Westwood Avenue and;

**WHEREAS**, the City of Long Branch through its traffic safety bureau has received complaints from the business owner for 184 Westwood Avenue and requested that the City limit the parking in front of the commercial enterprise at that location for twenty (20) minutes and;

**WHEREAS**, the business and property owner indicated that commuters taking the train park in front of 184 Westwood Avenue for an entire day and;

**WHEREAS**, Patrolman Simonelli of the traffic safety bureau conducted an investigation and suggested a resolution would be to limit parking in front of 184 Westwood Avenue to twenty (20) minutes, Monday thru Friday 7AM to 8PM and;

**WHEREAS**, Ordinance 325-30 Schedule V states “ in accordance with provisions of 325-30 V no person shall park a vehicle for longer than the time limit shown upon any of the following streets or parts of streets”; and

**WHEREAS**, the council of the City of Long Branch believes that it is in the best interest of the citizens of the City of Long Branch to limit parking to twenty (20) minutes in front of 184 Westwood Avenue from forty five (45) feet from the corner of Jeffery Street and Westwood Avenue to ninety (95 ) feet from the corner of Jeffrey Street and Westwood Avenue between the hours of 7AM and 8 PM Mondays through Friday; and

**NOW, THEREFORE, BE IT ORDAINED** that this amended ordinance supplements the existing ordinance 325-30 Schedule V (325-30) and no other section of the ordinance shall be affected by this amendment.

| <b>Name of Street</b>            | <b>Side</b> | <b>Time Limit</b>                                       | <b>Location</b>   |
|----------------------------------|-------------|---|---|
| Westwood Ave.<br>North<br>Street | West        | 15 minutes<br>Monday through Friday<br>7:00AM to 8:00PM | Beginning at a point<br>45' feet from the<br>curbline of Jeffrey<br>and extending 50' feet<br>North therefrom |

**BE IT FURTHER ORDAINED** that Exhibit A which is the diagram of the proposed no parking area be annexed to the amended ordinance.

INTRODUCED:

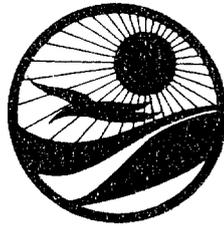
ADOPTED:

ATTEST:

CITY OF LONG BRANCH

\_\_\_\_\_  
IRENE JOLINE, CITY CLERK

\_\_\_\_\_  
ADAM SCHNEIDER, MAYOR



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

**ADMINISTRATIVE SIGN-OFF SHEET  
FOR INCLUSION ON THE COUNCIL AGENDA**

The attached document(s) have been reviewed by Administration, and is hereby approved to be included on the Council Agenda.

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Howard H. Woolley, Jr.  
Business Administrator

11/31/  
Date



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R# 290-07

**RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF  
RONALD AND ROBIN GUIDETTI AND KAREN ROWELL SMITH, LONG BRANCH,  
NEW JERSEY**

**WHEREAS**, the City of Long Branch entered into a City of Long Branch RCA Lien with Ronald & Robin Guidetti and Karen Rowell Smith, 78 Atlantic Avenue, Long Branch, New Jersey, in the sum of \$12,650.00 on May 11, 2000; and

**WHEREAS**, said mortgage was recorded on May 11, 2000 in Mortgage Book OR7092 Page 726; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount \$12,650.00 recorded on May 11, 2000 in Mortgage Book 7092 Page 726, in the form annexed hereto and made a part hereof; and

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

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:



R# 291-01

**RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF  
MARIA RICHICHI, 580 HIGH STREET, LONG BRANCH, NEW JERSEY**

**WHEREAS**, the City of Long Branch entered into a City of Long Branch RCA Lien with Maria Richichi , 580 High Street, Long Branch, New Jersey, in the sum of \$14,100.00 on August 6, 2001; and

**WHEREAS**, said mortgage was recorded on August 16, 2001 in Mortgage Book OR-8045 Page 1255; and

**WHEREAS**, pursuant to correspondence received on October 23, 2007 from Tonya Medina of the Office of Community & Economic Development, the homeowners have met the terms and conditions of the mortgage loan listed above and therefore are entitle to a Discharge of the RCA Lien.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount \$14, 100.00 recorded on August 16, 2001 in Mortgage Book OR-8045 Page 1255, in the form annexed hereto and made a part hereof; and

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

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:



R # 192-01

**RESOLUTION AUTHORIZING CONTRACT  
FOR TRANSPORTATION AND DISPOSAL OF LEAVES COLLECTED BY THE PUBLIC  
WORKS DEPARTMENT FROM ITS CURBSIDE COLLECTION PROGRAM**

**WHEREAS**, the City of Long Branch has the need to contract with a vendor for the transportation and disposal of leaves collected by the Public Works Department from its curbside collection program; and

**WHEREAS**, through a Fair and Open Process (FO#019-07), the City has advertised on its website the solicitation of proposals for transportation and disposal of leaves collected by the Public Works Department from its curbside collection program, received and opened in public on September 25, 2007, and the following proposal was received:

**Reliable Wood Products                      \$5.85 per cubic yard**

**WHEREAS**, the Director of the Department of Public Works has reviewed the proposal from Reliable Wood Products, and recommends that it is in the best interest of the City to award a contract to this company; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the 2007 Budget Appropriation #7-01-057-524, in the amount of \$12,000.00. Continuation of this contract is contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2008 and 2009 Budgets.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes a twenty one month contract with **Reliable Wood Products** for up to 12,000 cubic yards of leaves at 5.85 per cubic yard for a total sum not to exceed \$70,200.00 for transportation and disposal of leaves collected by the Public Works Department from its curbside collection program as per the attached proposal and agreement.

**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:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

**TWO YEAR CONTRACT FOR LEAF DISPOSAL**

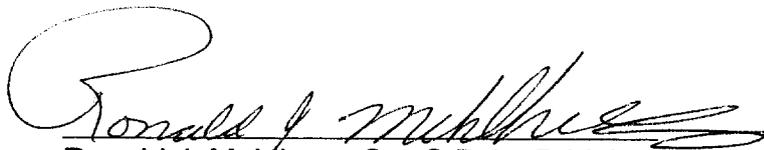
Said contract being made as follows:

|                               |                 |
|-------------------------------|-----------------|
| <b>RELIABLE WOOD PRODUCTS</b> | <b>\$70,200</b> |
|-------------------------------|-----------------|

Said funds being available in the form of:

|  |                  |
|--|------------------|
| <b>2007 BUDGET<br/>DEPARTMENT OF PUBLIC WORKS<br/>DIVISION OF SOLID WASTE<br/>APPRO. #7-01-057-524</b> | <b>\$12,000*</b> |
|--|------------------|

\*Continuation of this contract is contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2008 and 2009 Budgets.



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

10/30/17  
Date



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

**ADMINISTRATIVE SIGN-OFF SHEET  
FOR INCLUSION ON THE COUNCIL AGENDA**

The attached document(s) have been reviewed by Administration, and is hereby approved to be included on the Council Agenda.

  
-----  
Howard H. Woolley, Jr.  
Business Administrator

  
-----  
Date



recycled paper

**CONTRACT**

**THIS AGREEMENT MADE THIS                      DAY OF                      ,**

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

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

**AND        Reliable Wood Products**  
**1 Caven Point Avenue**  
**Jersey City, NJ 07305**

hereinafter called the **CONTRACTOR**:

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

**ARTICLE ONE: SCOPE OF WORK:** **CONTRACTOR** covenants and agrees to provide a contract for transportation and disposal of leaves at \$5.85 per cubic yard of leaves in accordance with the bid specifications and proposal herein; and

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

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

**ARTICLE THREE: PAYMENT:** **OWNER** agrees to pay **CONTRACTOR** for said work and materials after delivery of any purchase or performance of stated work under the terms of this contract, in accordance with said Contract Documents, and within the time stated for **DELIVERY**, for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit price bid therefore by the

**CONTRACTOR**, which payment according to the estimated quantities will amount to a sum not to exceed \$70,200.00 (seventy thousand two hundred dollars).

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

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

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

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

**ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:**

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

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this on-discrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJAC 17:275.2.

The contractor or subcontractor agrees to confirm in writing its appropriate recruitment agencies including but not limited to employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in director discretionary practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary to assure that all personnel testing conforms with the principals of job related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor, or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court

decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

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

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

The contractor and its subcontract shall furnish such reports or other documents to the Division of Contract Compliance & EEO as maybe requested by the Division from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC17:27.

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

“The **CONTRACTOR**, is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

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

**IN WITNESS WHEREOF**, the **OWNER** has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR**, attested by **IRENE A. JOLINE, CLERK**, and the Municipal Seal to be hereunto affixed, and **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

**OWNER: CITY OF LONG BRANCH**

Attested by:

Date:

\_\_\_\_\_  
Irene A. Joline, City Clerk

\_\_\_\_\_  
Adam Schneider, Mayor

**CONTRACTOR:**

By: \_\_\_\_\_

Attested by:

\_\_\_\_\_  
Title

\_\_\_\_\_

Date: \_\_\_\_\_

# City of Long Branch

**PURCHASING OFFICE  
344 BROADWAY  
LONG BRANCH, NJ 07740**

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

## **REQUEST FOR PROPOSAL CONTRACT FOR DISPOSAL OF LEAVES**

### **SCOPE**

The City of Long Branch is soliciting sealed proposals from vendors for transportation and disposal of leaves collected by the Public Works Department from its curbside collection program. The City will consider bids from companies who will pick-up loads of loose, unbagged leaves from the DPW Atlantic Avenue Yard for transport to their leaf mulching site. The bid price shall be on a cubic yard basis, and include all transportation and disposal costs. For the purpose of definition, the company/individual awarded the contract shall be referred to in these specifications as the contractor.

Proposals will be opened and read at the Office of the City Clerk, Second Floor, 344 Broadway, Long Branch, NJ 07740, on Tuesday, September 25, 2007 at 2 pm prevailing time. Bidders not able to attend may mail or deliver their bids to the Office of the City Clerk at the address above prior to the date and time of the bid opening. The outside of the envelope must be clearly marked with the name of the bidder, and must indicate "F&O Bid #019-07-DISPOSAL OF LEAVES"

### **GENERAL**

In submitting a proposal for this contract, the company/individual acknowledges that he/she either owns or leases adequate equipment to transport said leaves, and has the facilities capable of accepting the volume of leaves defined below,

The contract will be awarded to the company/individual providing the lowest price to the City for transport and disposal of leaves. All information on the attached Proposal Form must be provided, or the Proposal will not be considered. The Proposal Form must be returned to the Office of the City Clerk, 344 Broadway, Long Branch, NJ 07740 in the enclosed envelope prior to the opening of proposals at 2pm on Tuesday, September 18, 2007.

Upon award of the contract and execution of the contract documents, the Public Works Director, or a designated representative, will be in contact to discuss specific details as to City's operation for collection of leaves, the contractor's responsibility for pick-up and transport of leaves, and the procedures to account for verification of loads transported.

### **TERM OF CONTRACT**

The term of the contract shall be for twenty-one months, from November 1, 2007 through August 30, 2009.

## **INSURANCE**

During the term of the contract, the contractor must have and maintain Auto Liability insurance in the amount of \$1,000,000 combined single limit, and Workman's Compensation insurance in the amount required by statute. The successful bidder must provide copy of insurance certificates with executed contract documents.

## **QUANTITIES**

Based on past history, the City will dispose of between 4,500 and 6,000 cubic yards of clean leaves per year, or between 9,000 and 12,000 cubic yards over the term of the contract.

## **PERFORMANCE REQUIREMENTS**

During the term of the contract, the City will provide the equipment and manpower to load the leaves into the contractor's containers. The contractor must provide containers and must transport and dispose of the leaves in accordance with any applicable DEP regulations.

All bidders are strongly advised to visit the Atlantic Avenue DPW facility to insure that they understand the site conditions and limitations before they submit a bid. In submitting a bid, the bidder acknowledges that he/she will be able to meet the City's needs with regard to this contract.

During the term of the contract, as the City accumulates a load of leaves at its site, a designated DPW employee will contract the contractor to schedule a pick-up. The contractor must respond within 24 hours or less. During the fall season, the City may need as many as four 100 cubic yard containers (or equivalent) per day. Contractor will be given as much advance notice as possible. As a mandatory term of the contract, the contractor must supply container pick-up on a timely basis sufficient to insure that the City's site does not get backed up with an overflow of leaves. There is no exception to this condition.

The City has found that, because of site limitations and ground conditions, larger containers cannot be unloaded and left at the DPW site to be filled. Therefore, if the contractor is providing 100 cubic yard containers, it should be expected that the containers must be "live loaded" while the driver waits. Historically, the City has found that a container of this size can be loaded within 45 minutes of arrival.

Prospective bidders planning to utilize smaller containers should discuss proposed arrangements with the Public Works Director at the time of the site inspection prior to submitting a proposal. Smaller containers may or may not be able to be unloaded and left for filling. Public Works Director's (Fred Migliaccio) cell phone number is 732-904-4741.

## **NON-PERFORMANCE**

In the event that the contractor does not respond to the to the City's request for pick-up of leaves on a timely basis, or consistently is delayed in picking up leaves, or does not conform to the terms and conditions of the contract, the City, after written notice to the contractor of the issue at hand, reserves the right to rescind the contract.

## **PAYMENT**

A numbered delivery ticket must be provided by the contractor for each load removed from the City yard. It must be dated and signed by the contractor's truck driver and a Public Works representative. These tickets, along with a signed voucher will be provided by the Purchasing Office, should be submitted to the City on a monthly basis. Payment can be expected within approximately three weeks of submission of properly executed paperwork.

## **STATUTORY REQUIREMENTS**

In accordance with legislation enacted effective September 2004, municipalities may only enter into contract with businesses/individuals who are registered with the State of New Jersey, Department of Revenue, and have a Bus. Reg. form issued by the state. (See sample form and instructions to obtain a form for your company.) The company/individual submitting the lowest proposal must provide a copy of this form before the City takes action to award the contract. The Business Registration language in the attached document will be incorporated into the contract documents.

The company awarded the contract must also provide a copy of their Affirmative Action Employee Information Report (Form AA302). Please fill out the questionnaire enclosed with this RFP and submit with your proposal. The contractor must comply with Affirmative Action language as defined in the enclosed Exhibit A, which will be incorporated into the contract documents.

### **Additional Pay to Play Requirements**

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

**CITY OF LONG BRANCH  
DOCUMENT SUBMISSION CHECKLIST**

**REQUIRED  
BY OWNER**

**READ, SIGNED  
& SUBMITTED**

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

**REVIEWED**

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

CITY OF LONG BRANCH  
PROPOSAL FORM  
DISPOSAL OF LEAVES

RELIABLE WOOD PRODUCTS

Company Name

1 CAVEN POINT AVE

Address

JERSEY CITY, N.J 07305

Address

TEL: 201-333-5244 EXT. 132 / CELL 201 206 9865 / FAX: 201 333-4135

Phone number, Cell Number, Fax Number

TIPTON FALLS, JERSEY CITY OR BETHLEHAM PA

Site of disposal of leaves (If more than one site, please indicate additional locations and distances from the City.)

100 YARD WALKING FLOOR TRAILERS

Description of equipment to be utilized to pick-up and transport leaves, including size of containers.

Price per cubic yard for pick-up and disposal of clean leaves from the City DPW Atlantic Ave. Yard

\$ 5.85  
Price per cubic yard

Five dollars and eighty five cents  
Price per cubic yard in words

Submitted by:



Signature

9-24-07  
Date

NICHOLAS VENE  
Name (Print)

VICE PRESIDENT  
Title

STOCKHOLDER DISCLOSURE CERTIFICATION  
This Statement Shall Be Included with Bid Submission

Name of Business RELIABLE WOOD PRODUCTS

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: LEONARDO PIRRELL O  
Home Address: 51 ROMER RD  
S.I NY 10304 51%

Name: NICHOLAS VEVE  
Home Address: 40 McCAMPBELL RD  
HOOPDELL, NJ 07733 48%

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
**GINA B. MARQUEZ**  
Notary Public of New Jersey  
Commission Expires Aug 18, 2009

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Public)

My Commission expires:

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS  
24 DAY OF SEP 2007

Nicholas Vee  
(Affiant)

NICHOLAS VEVE V.P.  
(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

I, NICHOLAS VENE residing in HOLMDELL  
(name of municipality)

in the County of MORRIS and State of NEW JERSEY of full age,  
being duly sworn according to law on my oath dispose and say that:

I, am VICE PRESIDENT of the firm of RELIABLE WOOD PRODUCTS  
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled DISPOSAL OF LEAVE  
(title of bid proposal), and that I executed the said proposal with full authority to do so,

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

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

Subscribed and sworn to  
before me this day  
**SWORN TO AND SUBSCRIBED**  
24th BEFORE ME THIS 2008  
DAY OF SEP 2008

Nicholas Vene  
(signature of affiant)  
Gina B. Marquez  
GINA B. MARQUEZ  
Notary Public of New Jersey  
Commission Expires Aug 18, 2009  
(signature of notary)

My Commission expires:

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

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

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

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

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

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

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

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

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

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

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

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

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

*AND*

*COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH N.J.A.C. 17:27-4.*

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

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

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

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

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

## **CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLIANCE**

### For Procurement (Goods and Services) Contracts (including Purchase Orders)

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

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

### For Construction Contracts

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

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

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



# Reliable Wood Products

## Vehicle Listing

### Tractors:

| Unit No. | Year / Make:  | Plate # | VIN #             |
|----------|---------------|---------|-------------------|
| • 11     | 1999 VLV      | AD586V  | 4VGSDAJHXXN519682 |
| • 22     | 1992 GMC      | AG338D  | 4V1JDBRE9NR813750 |
| • 2001   | 2000 VOLVO    | AE467N  | 4V4SD2JJ3YN520664 |
| • 2006   | 2003 KENWORTH | AG922V  | 1XKDDV0X63J390955 |
| • 2009   | 2005 KENWORTH | AH921U  | 1XKDDB0X95J080144 |
| • 2010   | 2005 KENWORTH | AH922U  | 1XKDDB0X85J074593 |
| • 2011   | 2005 KENWORTH | AJ599C  | 1XKDDB0X95J098689 |
| • 2012   | 2005 KENWORTH | AJ277G  | 1XKDDB0XX5J117119 |
| • 2013   | 2005 KENWORTH | AJ278G  | 1XKDDB0X65J117120 |
| • 2014   | 2005 KENWORTH | AJ432K  | 1XKWDB0X75J117121 |
| • 2015   | 2005 KENWORTH | AJ291L  | 1XKWDB0X25J106012 |
| • 2017   | 2006 KENWORTH | AJ476M  | 3WKDD40X36F133082 |
| • 2019   | 2006 KENWORTH | AJ953M  | 3WKDD40X56F133083 |

### Roll-Offs:

|        |               |        |                   |
|--------|---------------|--------|-------------------|
| • 824  | 2002 MACK     | AF898W | 1M2P271C32M063708 |
| • 2002 | 2000 VOLVO    | AG544H | 4V5SC2GH4YN521146 |
| • 2003 | 2000 VOLVO    | AE117W | 4V5SC2GH6YN521147 |
| • 2007 | 2003 MACK     | AG498X | 1M2AG11C13M005585 |
| • 2008 | 2004 KENWORTH | AH475K | 1NKDXVEX04J061762 |
| • 2016 | 2006 KENWORTH | AJ292L | 1NKDXUTX66J106824 |
| • 2018 | 2006 KENWORTH | AJ477M | 1NKDXBEX46J099776 |
| • 2020 | 2006 KENWORTH | AJ864N | 1NKDXBEX06J099774 |

### "Rear-Load" Packers:

|        |            |        |                   |
|--------|------------|--------|-------------------|
| • 00   | 1997 VOLVO | AC786X | 4VHSCAGH6VN517964 |
| • 30   | 1999 VOLVO | AH287H | 4VHSCBJF6XN519634 |
| • 201  | 2002 MACK  | AG382H | 1M2AG11CX2M002408 |
| • 2000 | 2000 VOLVO | AE839M | 4V5SC2JH9YN520745 |
| • 2004 | 2001 VOLVO | AF310F | 4V5SC8GH61N309034 |

### Straight Trucks:

|        |          |        |                   |
|--------|----------|--------|-------------------|
| • 3    | 2001 GMC | AF205K | 1GDT7C4C01J504750 |
| • 2005 | 2001 GMC | AF206K | 1GDT7C4CX1J505033 |

Certificate of Formation <sup>LLC</sup>  
Limited Liability Company **FILED**

for

NOV 5 2003

Reliable Wood Products, LLC

~~State Document~~

**T**HIS IS TO CERTIFY THAT there is hereby organized a Limited Liability Company under and by virtue of the New Jersey Limited Liability Company Act (N.J.S.A. 42:2B-1 et seq.).

**FIRST:** The name of the Limited Liability Company is Reliable Wood Products, LLC.

**SECOND:** The purpose for which this Limited Liability Company is organized is to engage in any activity within the purposes for which Limited Liability Companies may be formed pursuant to the New Jersey Limited Liability Company Act.

**THIRD:** The name and address of the registered agent is Leonard Pirrallo, 1 Caven Point Avenue, Jersey City, NJ 07304.

**FOURTH:** The Limited Liability Company shall have at least one member.

**FIFTH:** The duration of the Limited Liability Company is perpetual.

In Witness Whereof, the undersigned has been authorized to sign this Certificate of Formation this 4th day of November, 2003.



*Ruth Schneider, Executive Vice President*

Capitol Information Service, Inc.  
172 West State Street  
Trenton, NJ 08608

FILED FOR: Ronald H. Shaljian, Esq.  
277638 Boffa, Shaljian, Cammarata, Nulty & Garrigan, L.L.C.  
850 Bergen Avenue  
Jersey City, NJ 07306

0600184315

FROM : April @ Karkus Press

PHONE NO. : 732 238 7068

Apr. 18 2002 02:02PM P1

C-150 Rev. 7/92



REGISTRATION OF ALTERNATE NAME  
(For Use by Domestic Profit and Foreign Corporations)  
(Profit and Nonprofit Corporations)

Check Appropriate Statute:

- Title 14A:2-2.1 (a) New Jersey Business Corporation Act
- Title 15A:2-2-3 (b) New Jersey Nonprofit Corporation Act

FILED

NOV 29 2001

STATE TREASURER

Mail to: Secretary of State, CN-308, Trenton, NJ-08625

Pursuant to the provisions of the appropriate Statute, checked above, of the New Jersey Statutes, the undersigned corporation hereby applies for the registration of an Alternate Name in New Jersey for a period of five (5) years, and for that purpose submits the following application:

1. Name of Corporation: RELIABLE PAPER RECYCLING, INC.
2. Corporation Number: 726636720073040
3. Set Forth state of Original Incorporation: New Jersey, 1986
4. Date of Incorporation: February 8, 1986
- Date of Authorization (Foreign): \_\_\_\_\_
5. Alternate Name to be Used: Reliable Wood Products
6. The Character or Nature of the Particular Business/Activity to be Conducted using the Alternate Name is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. The Corporation Intends to Use the Alternate Name in this State.
8. The Corporation has not previously used the Alternate Name in this State in violation of this Statute, or; if it has the month and year in which it commenced such use is \_\_\_\_\_

Signature: Ronald H. Shaljian

Name: Ronald H. Shaljian  
(Print Above Name)

0100287405

Title: Attorney for Reliable Paper Recycling, Inc.  
(Must be Ch. of Bd. Pres. or Vice Pres.)

Date: November 28, 2001

The purpose of this form is to simplify the filing requirements of the Secretary of State and to encourage the use of competent legal advice.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
RELIABLE PAPER RECYCLING INC

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
222-683-863/000

SEQUENCE NUMBER:  
0505049

ADDRESS:  
1 CAVEN POINT AVE  
JERSEY CITY NJ 07305

ISSUANCE DATE:  
08/25/04

EFFECTIVE DATE:  
02/10/86

FORM-BRC(08-01)

*J.P. & Tully*  
Acting Director

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
RELIABLE WOOD PRODUCTS, LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
900-123-439/000

SEQUENCE NUMBER:  
1032146

ADDRESS:  
1 CAVEN POINT AVENUE  
JERSEY CITY NJ 07304-4603

ISSUANCE DATE:  
08/25/04

EFFECTIVE DATE:  
11/05/03

FORM-BRC(08-01)

*J.P. & Tully*  
Acting Director

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

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2004** to **15-NOV-2007**

RELIABLE PAPER RECYCLING, INC.  
1 CAVEN PT. AVE.  
JERSEY CITY NJ 07035



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

State Treasurer



State of New Jersey

Department of Environmental Protection

Bradley M. Campbell  
Commissioner

Division of Solid & Hazardous Waste  
P.O. Box 414 401 East State Street  
Trenton, New Jersey 08625-0414

Telephone: (609) 984-6650 Telecopier: (609) 633-9839  
<http://www.state.nj.us/dep/dshw.htm>

**RECYCLING CENTER GENERAL APPROVAL  
FOR CLASS B RECYCLABLE MATERIALS  
FOR STUMPS, TREE LIMBS, TREE PARTS, TREE TRUNKS, BRUSH, PALLETS,  
CLEAN WOOD WASTE, WHOLE TREES, AND WOOD CHIPS**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

**RELIABLE PAPER RECYCLING, INC.**

Facility Type: Recycling Center for Class B Materials  
Lot No.: 1, G4  
Block No.: 1491  
Municipality: Jersey City  
County: Hudson  
Facility Registration No.: 134654  
0906001570

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

August 13, 2003  
Issuance Date

Thomas Sherman  
Assistant Director  
Office of Permitting &  
Technical Programs

August 13, 2008  
Expiration Date

Scope of Approval

specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material storage and process center by Reliable Paper Recycling, Inc. located in the Jersey City, Hudson County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Items 1 through 39 of this approval contain the general conditions applicable to all recycling centers. Items 40 through 66 of this approval contain general operating requirements for all recycling centers for receipt, storage, processing, or transfer of Class B recyclable materials; and specific conditions applicable to the operations of the recycling center.

#### Facility Description

The recycling center is a Class B Recycling Facility. The recycling center is located at 1 Caven Point Avenue on block 1491, Lots 1 and G4, in Jersey City, Hudson County. This regional recycling center receives stumps, tree limbs, tree parts, tree trunks, brush, pallets, clean wood waste whole trees, and wood chips from construction and demolition sites, and municipal waste. The recycling center is authorized to accept and process stumps, tree limbs, tree parts, tree trunks, brush, pallets, clean wood waste whole trees, and wood chips Monday through Saturday.

The recycling center is also utilized for finished product storage and equipment storage as shown on the site plan. The recycling center market mulch from the site.

#### Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

- a. Site Plan: prepared by Neglia Engineering Associates, signed and sealed by Eric F. Bodnar, P.E., dated October 31, 2001, last revised April 29, 2003
- b. Reliable Paper Recycling, Inc. - Class B Recycling Center General Approval Application, prepared by Anthony J. Cavalier of Cavalier Environmental Compliance Services, Inc., and signed by Nicholas Vene of Reliable Paper, Inc. dated February 21, 2003.
- c. Reliable Paper Recycling, Inc. - response to the Department's March 11, 2003 Notice of Administrative and Technical Incompleteness, prepared and signed by Anthony J. Cavalier, of Cavalier Environmental Compliance Services, Inc., dated May 5, 2003.
- d. Reliable Paper Recycling, Inc. - submittal of additional information regarding volume calculations, prepared by Eric F. Bodnar, P.E. of Neglia Engineering Associates, dated May 28, 2003.

- e. Reliable Paper Recycling, Inc. - Amendment to the Hudson County District Waste Management Plan, signed by Bradley M. Campbell, Commissioner, Department of Environmental Protection, dated June 19, 2003

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

Requirements  
Phases  
27 12

Permit RequirementsPermit Requirements

## II Phases

I 134654)

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A-3]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A-3]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A-3]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A-3]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A-3]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A-3]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A-3]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A-3]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18 or 3.19 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A-3]
10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18 or 3.19. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A-3]
11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A-3]
12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a), the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Permitting and Technical Programs, P.O. Box 414, Trenton, New Jersey 08625-0414. [N.J.A.C. 7:26A-3]

**Text Requirements****II Phases**

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13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A-3]
14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A-3]
15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A-3]
16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A-3]
17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A-3]
18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A-3]
19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A-3]
20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.11. [N.J.A.C. 7:26A-3]
21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A-3]
22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A-3]
23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3]
24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3]
25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3]
26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A-3]
27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3]
28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3]

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29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3]
30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A-3]
31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A-3]
32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A-3]
33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C. 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3]
34. The holder of this general approval shall provide a recycling tonnage report by February 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-4]
35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A-4]
36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A-4]
37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-4]
38. The right of entry specified at N.J.A.C. 7:26A-4.3(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-4]
39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A-4]
40. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of a recycling center for tree stumps, tree parts or wood waste. [N.J.A.C. 7:26A-3]

## Text Requirements

### All Phases

#### Stockpile Areas, Processed and Unprocessed Wood Material (RCBG138275)

41. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: stumps, tree limbs, tree parts, tree trunks, brush, pallets, clean wood waste, whole trees, and wood chips. [N.J.A.C. 7:26A-3]
42. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3]
43. The recycling center may receive, store, process, or transfer source separated stumps, tree limbs, tree parts, tree trunks, brush, pallets, clean wood waste, whole trees, and wood chips separately or in a commingled manner. In addition, the recycling center may receive, store, process, or transfer stumps, tree limbs, tree parts, tree trunks, brush, pallets, clean wood waste, whole trees, and wood chips separately or in a commingled manner. The commingling of any other materials not described above is prohibited. [N.J.A.C. 7:26A-3]
44. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3]
45. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3]
46. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents which are incorporated in this approval. [N.J.A.C. 7:26A-3]
47. In case of conflict, the conditions of this approval shall have precedence over the general approval application documents, and the most recent revisions and supplemental information approved by the Department shall prevail over prior submittals and designs. [N.J.A.C. 7:26A-3]
48. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3]
49. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to: Monday through Saturday - 6:00 AM to 6:00 PM. [N.J.A.C. 7:26A-3]
50. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3]
51. The recycling center may receive no more than 100 tons per day of the recyclable materials. [N.J.A.C. 7:26A-3]
52. The total amount of unprocessed Class B recyclable material stored on-site shall not exceed 7,879 cubic yards. Unprocessed materials stored on-site shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawing. [N.J.A.C. 7:26A-3]
53. If at any time, the amount of unprocessed material stored on-site exceeds 7,879 cubic yards, the recycling center shall immediately cease receiving any unprocessed material until the amount of unprocessed material stored on-site falls below 7,879 cubic yards. [N.J.A.C. 7:26A-3]
54. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3]
55. If at any time, the amount of processed material stored on-site exceeds 5,408 cubic yards, the recycling center shall immediately cease processing activities until the amount of processed material falls below 5,408 cubic yards. [N.J.A.C. 7:26A-3]
56. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3]
57. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3]

RELIABLE PAPER RECYCLING  
134654

Class B Recycling Ctr General Apprv : CBG030001

Requirements

phases

Stockpile Areas, Processed and Unprocessed Wood Material (RCBG138275)

58. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish elevation height of 25 feet above the existing grade for the unprocessed stockpile area #1, 30 feet above the existing grade for the unprocessed stockpile area #2, and 22.5 feet above the existing grade for the processed stockpile area. [N.J.A.C. 7:26A-3]
59. Metal pipe or metal rods or the equivalent as approved by the Department shall be used to establish these control points. Within approximately thirty (30) days of the acceptance date of this Approval, a joint site inspection shall be held at the facility between the owner/operator and representatives of the Department for the purpose of establishing the locations of these markers. [N.J.A.C. 7:26A-3]
60. Ingress and egress of the facility shall be restricted to Caven Point Road only. [N.J.A.C. 7:26A-3]
61. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3]
62. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and within twenty-four (24) hours report the incident to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3]
63. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to the Department's enforcement personnel. [N.J.A.C. 7:26A-3]
64. In accordance with the provisions of N.J.A.C. 7:7A-1.1 et seq., the rules governing the New Jersey Freshwater Wetlands Protection Act, the recycling center shall, within thirty (30) days of from the acceptance date of this Approval, apply for a letter of interpretation (LOI) form the Department's Land Use Regulation Program (609) 292-0060 for assistance. Copies of all correspondence between yourself and that office shall be sent to this Division as proof of compliance with this Condition. [N.J.A.C. 7:26A-3]
65. All revisions to the site plan and the approved documents which may be required as a result of the above, shall be submitted to this office for modification to this Approval. [N.J.A.C. 7:26A-3]
66. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3]



Richard J. Codey  
Acting Governor

State of New Jersey  
Department of Environmental Protection

Bradley M. Campbell  
Commissioner

Division of Solid & Hazardous Waste  
P.O. Box 414 401 East State Street  
Trenton, New Jersey 08625-0414  
Telephone: (609) 984-5950 Telecopier: (609) 633-9839  
<http://www.state.nj.us/dep/dshw>

December 7, 2004

Leonard Pirrello  
Reliable Paper Recycling, Inc.  
1 Caven Point Avenue  
Jersey City, NJ 07304

Re: Recycling Center General Approval  
Reliable Paper Recycling, Inc.  
Lot 1, G4; Block 1491  
Jersey City, Hudson County  
Permit No.: 134654

Dear Pirrello:

Please be advised that the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, has reached a final determination to issue the Recycling Center General Approval Modification to Reliable Paper Recycling, Inc. The approval has been modified to allow and increase in design capacity from 100 to 150 tons per day of material received. The additional 50 tons per day will be the acceptance of leaves. Enclosed is a copy of the final document.

Should you wish to contest any of the conditions of the enclosed general/limited approval, you must file a request for an adjudicatory hearing within twenty (20) days of the date you receive this decision notice in accordance with the procedures found in N.J.A.C. 7:26A-3.14. A copy of the request should also be mailed to this office.

If you have any questions concerning this matter, please contact Carlos A. Garcia of my staff at 609.984.6650 or by email at [carlos.garcia@dep.state.nj.us](mailto:carlos.garcia@dep.state.nj.us).

Very truly yours,

  
Thomas Sherman, Assistant Director  
Office of Permitting & Technical Programs

R# 293-09

**RESOLUTION AMENDING CONTRACT WITH JOHN L. KRAFT, LLC  
FOR LEGAL SERVICES AS BOND COUNSEL**

**WHEREAS**, through a Fair and Open Process, on July 10, 2007 the City of Long Branch, by adoption of Resolution #193-07, awarded an open-ended contract to John L. Kraft, Esq, of the firm of John L Kraft, LLC, for Legal Services as City Bond Counsel, for the term of July 1, 2007 through June 30, 2008; and

**WHEREAS**, Mr. Kraft has recently joined the law firm of Lomurro, Davison, Eastman & Munoz as a partner, and has requested that any and all payments made under his contract with the City for services as Bond Counsel be paid to this firm; and

**WHEREAS**, the City is desirous of having John L. Kraft continue as Bond Counsel, and it is necessary that the City amend the contract to the name of the his current firm.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that John L. Kraft, Esq. shall continue as Bond Counsel for the City of Long Branch under a contract with the law firm of Lomurro, Davison, Eastman & Munoz, in the form annexed hereto and made a part hereof.

**BE IT FURTHER RESOLVED** that all other terms and conditions of the contract shall remain unchanged.

## A G R E E M E N T

**THIS AGREEMENT**, made as of this \_\_\_\_ day of \_\_\_\_\_, 2008, between the CITY OF LONG BRANCH, a body politic of the State of New Jersey, herein designated as the "City" and LOMURRO, DAVISION, EASTMAN & MUNOZ, P.A., with offices at 100 Willow Brook Road, Freehold, New Jersey 07728, hereinafter designated as "Bond Counsel".

1. The City desires to authorize and issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The City desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the City determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the City Attorney for review. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will see to the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the City Attorney for review. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide basic advice with regard to federal securities law requirements, including compliance with SEC Rule 15c2-12 dealing with primary and secondary market disclosure.

3. The City will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$5,000, plus \$1.00 per thousand dollars of bonds issued. In the event the bonds are insured, there will be an additional fee of \$1,000.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$550 for each ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates in effect at the time of providing the services.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$.50 per thousand dollars of bond anticipation notes and \$.50 per thousand dollars of tax anticipation notes issued, with a minimum fee of \$1,100 for bond anticipation notes and tax anticipation notes. If additional services are required, such as with issues involving advance refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be charged.

E. In the event of an advance refunding bond issue that requires an escrow agreement for investing the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$15,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates are \$325 per hour for attorney time and \$110 per hour for legal assistant time. Such services include attendance at meetings, work involved in the review or preparation of the Official Statement for a bond sale or a bond anticipation note sale, attention to any litigation that may occur, complicated arbitrage analysis, applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and preparation for and hearings before the Local Finance Board.

G. In the event that a bond or bond anticipation note sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary disbursements shall be added to the fees referred to in this Agreement. These include photocopying, express delivery charges, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the City.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the City hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3, provided that N.J.A.C. 17:27-3.4(a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4(c).

**IN WITNESS WHEREOF**, the CITY OF LONG BRANCH has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

CITY OF LONG BRANCH

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

Clerk

LOMURRO, DAVISON, EASTMAN  
& MUNOZ, P.A.

By: \_\_\_\_\_

## **AMERICANS WITH DISABILITIES ACT OF 1990**

### Equal Opportunity for Individuals with Disability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor

## **CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLIANCE**

### For Procurement (Goods and Services) Contracts (including Purchase Orders)

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

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

### For Construction Contracts

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

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

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

**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

# LOMURRO, DAVISON, EASTMAN & MUÑOZ, P.A.

ATTORNEYS AT LAW  
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JOHN KAYE  
PHILIP G. AUERBACH<sup>1</sup>

CERTIFIED BY THE SUPREME COURT OF N.J. AS A:

<sup>1</sup> CIVIL TRIAL ATTORNEY  
CRIMINAL TRIAL ATTORNEY  
<sup>2</sup> MATRIMONIAL LAW ATTORNEY

+ FOUNDING FELLOW OF THE AMERICAN  
COLLEGE OF BOND COUNSEL

October 30, 2007

Carol Mellaci  
Purchasing Department  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

Dear Carol:

I have prepared and enclose herewith a new fee agreement for fiscal year ending June 30, 2008. Please be advised that all services and fees referred to therein remain the same. The only change is the new name of my law firm of Lomurro, Davison, Eastman & Munoz, P.A. I am still the responsible attorney in regard to the City's affairs. Please note that checks for any services rendered and billed to the City should be made payable to Lomurro, Davison, Eastman & Munoz, P.A. Previously, I sent Ron a current Business Registration Certificate, Employee Information Report and Certificate of Insurance.

If you require any additional information or documentation, please do not hesitate to contact me.

Very truly yours,



John L. Kraft

JLK:llt  
Enclosures  
cc: Ronald J. Mehlhorn, Director of Finance

The Certified designation by the New Jersey Supreme Court is limited to attorneys who have demonstrated 1) substantial involvement in trial matters in Superior Court, 2) an unblemished reputation as attested to by judges and attorneys, and 3) substantial knowledge and continuing legal education shown by passing a special written examination on trial practice. Mr. Lomurro, Mr. Eastman, Mr. Heugle, Mr. Comer, Mr. Schottland, Mr. Santarsiero and Philip G. Auerbach are Certified Civil Trial Attorneys. Mr. Lomurro and Mr. Bonney are Certified Criminal Trial Attorneys. Ms. Munson and Ms. White O=Brien are Certified Matrimonial Law Attorneys.

# LOMURRO, DAVISON, EASTMAN & MUÑOZ, P.A.

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CERTIFIED BY THE SUPREME COURT OF N.J. AS A:  
\* CIVIL TRIAL ATTORNEY  
<sup>3</sup> CRIMINAL TRIAL ATTORNEY  
\* MATRIMONIAL LAW ATTORNEY  
  
+ FOUNDING FELLOW OF THE AMERICAN  
COLLEGE OF BOND COUNSEL

October 17, 2007

Ronald J. Mehlhorn, Sr.  
Director of Finance  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

**Re: Bond Counsel Services**

Dear Ron:

I am getting settled at Lomurro, Davison, Eastman & Munoz and it's a pleasure to join them.

I have been receiving calls from clients requesting some of information about the new firm. I have enclosed the following:

1. Business Registration Certificate.
2. Employee Information Report.
3. Certificate of Insurance.

The firm's taxpayer ID number is **22-2874755**.

If you require any additional information at this time, please do not hesitate to contact me.

The Certified designation by the New Jersey Supreme Court is limited to attorneys who have demonstrated 1) substantial involvement in trial matters in Superior Court, 2) an unblemished reputation as attested to by judges and attorneys, and 3) substantial knowledge and continuing legal education shown by passing a special written examination on trial practice. Mr. Lomurro, Mr. Eastman, Mr. Heugle, Mr. Comer, Mr. Schottland and Mr. Santarsiero are Certified Civil Trial Attorneys. Mr. Lomurro and Mr. Bonney are Certified Criminal Trial Attorneys. Ms. Munson and Ms. White O'Brien are Certified Matrimonial Law Attorneys.

I look forward to our continuing working relationship in the near future.

Very truly yours,

A handwritten signature in black ink, appearing to read "John L. Kraft", written in a cursive style.

John L. Kraft

JLK:ds

Enclosures

cc: Irene A. Joline, Clerk

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2007

PRODUCER (732)919-0200 FAX (732)919-0500  
Patterson-McKenna Agency, Inc.  
1715 Hwy. 34  
P.O. Box 1429  
Wall, NJ 07719

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

INSURED LOMURRO DAVISON EASTMAN &  
MONMOUTH EXECUTIVE CENTER  
100 WILLOWBROOK ROAD, BLDG 1  
FREEHOLD, NJ 07728

| INSURERS AFFORDING COVERAGE            | NAIC # |
|--|--------|
| INSURER A: Harleysville Ins. Co. of NJ | 42900  |
| INSURER B: Harleysville Insurance Co.  |        |
| INSURER C: Chubb Insurance Company     |        |
| INSURER D:                             |        |
| INSURER E:                             |        |

## COVERAGES

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

| INSR ADD'L TR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|---------------|-------|---|---------------|----------------------------------|-----------------------------------|--|
| A             |       | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> | BO 2E3976     | 03/05/2007                       | 03/05/2008                        | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|               |       | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>                                    |               |                                  |                                   |  |
| A             |       | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS  | BO 2E3976     | 03/05/2007                       | 03/05/2008                        | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$ AGG \$          |
|               |       | GARAGE LIABILITY<br>ANY AUTO  |               |                                  |                                   |  |
| B             |       | EXCESS/UMBRELLA LIABILITY<br>OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>  | BE 2E 39 76   | 03/05/2007                       | 03/05/2008                        | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$<br>DEDUCTIBLE \$<br>RETENTION \$  |
|               |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below           |               |                                  |                                   | WC 2E3976  |
| C             |       | OTHER Professional Liability  | 6800-35373    | 01/28/2007                       | 01/28/2008                        |  |

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

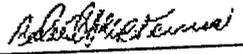
## CERTIFICATE HOLDER

City of Long Branch  
344 Broadway  
Long Branch, NJ 07740-6994

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
Robert McKenna/HKC



©ACORD CORPORATION

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Certification 25884

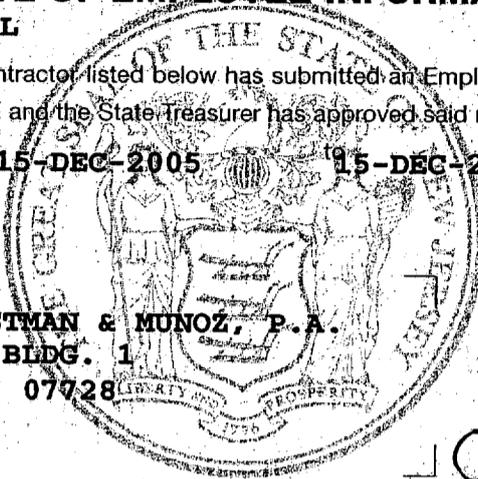
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

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

~~15-DEC-2005~~ ~~15-DEC-2012~~

**LOMURRO, DAVISON, EASTMAN & MUNOZ, P.A.**  
**100 WILLOWBROOK RD., BLDG. 1**  
**FREEHOLD**

**NJ 07728**



*John P. Blawie*

State Treasurer

R# 294-01

**RESOLUTION  
AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL CAPITAL  
IMPROVEMENT AUTHORIZATIONS AND REDUCE DEFERRED  
CHARGES TO FUTURE TAXATION – UNFUNDED**

WHEREAS, the Director of Finance has informed the City Council of the need to cancel certain capital appropriations no longer required for their original purpose, and,

WHEREAS, the Director of Finance has analyzed the disposition of said capital appropriations, and,

WHEREAS, the Director of Finance recommends that said adjustments be made to the books and records of the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, that the capital appropriation balances, detailed on the attached page, being a permanent part hereto, are hereby cancelled to the respective accounts.

|  | Debit      | Credit     |
|--|------------|------------|
| Improvement Authorizations - Refunding Bonds   | 415,000.00 |            |
| Deferred Charges to Future Taxation - Unfunded |            | 415,000.00 |

Cancel Improvement authorizations not needed for their original purposes against Deferred Charges to Future Taxation - Unfunded

R# 995-01

RESOLUTION  
2007 BUDGET APPROPRIATION TRANSFERS

WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year, to expend for any of the purposes specified in the budget an Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Director of Finance has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

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

|                                   |                         |
|-----------------------------------|-------------------------|
| <b>Budget Appropriations 2007</b> |                         |
|                                   | TRANSFERS<br>11/07/2007 |

**TRANSFERS "TO"**

|   |                            |
|---|----------------------------|
| General Administration                          |                            |
| Office of the Chief Executive - Mayor           |                            |
| Salaries and Wages                              | 1.00                       |
| Office of the City Council                      |                            |
| Salaries and Wages                              | 1.00                       |
| Division of Accounts and Control                |                            |
| Salaries and Wages                              | 28,500.00                  |
| Other Expenses                                  | 15,000.00                  |
| Department of Public Works                      |                            |
| Office of the Director                          |                            |
| Salaries and Wages                              | 1,000.00                   |
| Division of Street Construction & Maintenance   |                            |
| Salaries and Wages                              | 20,000.00                  |
| Municipal Garage                                |                            |
| Other Expenses                                  | 8,500.00                   |
| Division of Public Facilities                   |                            |
| Salaries and Wages                              | 45,000.00                  |
| Division of Police                              |                            |
| Other Expenses                                  | 7,454.75                   |
| Division of Fire                                |                            |
| Uniform Fire Safety<br>(Chapter 383, P.L. 1983) |                            |
| Salaries and Wages                              | 10,000.00                  |
| Department of Health                            |                            |
| Office of the Director                          |                            |
| Salaries and Wages                              | 500.00                     |
| Animal Control Subsidy (to Trust)               | 10,000.00                  |
| Department of Recreation                        |                            |
| Office of the Director                          |                            |
| Salaries and Wages                              | 10,000.00                  |
| Department of Building & Development            |                            |
| Office of the Director                          |                            |
| Salaries and Wages                              | 5,500.00                   |
| Office of the Construction Code Official        |                            |
| Salaries and Wages                              | 4,000.00                   |
| Municipal Court                                 |                            |
| Salaries and Wages                              |                            |
| Other Expenses                                  | 2,691.00                   |
| <br>  |                            |
| TOTAL TRANSFERS "TO"                            | -----<br><u>168,147.75</u> |

## TRANSFERS "FROM"

|   |                     |
|---|---------------------|
| Department of Finance                         |                     |
| Office of the Director                        |                     |
| Salaries and Wages                            | (28,500.00)         |
| Department of Public Works                    |                     |
| Office of the Director                        |                     |
| Other Expenses                                | (8,500.00)          |
| Division of Street Construction & Maintenance |                     |
| Other Expenses                                | (6,000.00)          |
| Division of Solid Waste / Recycling           |                     |
| Salaries and Wages                            | (12,000.00)         |
| Division of Police                            |                     |
| Salaries and Wages                            | (65,000.00)         |
| Police Dispatch                               |                     |
| Salaries and Wages                            | (20,000.00)         |
| School Traffic Guards                         |                     |
| Other Expenses                                | (1,454.75)          |
| Division of Fire                              |                     |
| Salaries and Wages                            | (26,693.00)         |
|   | -----               |
| TOTAL TRANSFERS "FROM"                        | <u>(168,147.75)</u> |

**RESOLUTION AWARDING CONTRACT FOR  
PURCHASE OF ONE ARTICULATED WHEEL LOADER WITH  
ATTACHMENTS FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City has the need to purchase an articulated wheel loader with attachments for use by its Department of Public Works; and

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

**WHEREAS**, the County of Monmouth, through a fair and open process, has awarded a contract for purchase of a John Deere articulated loader with attachments (Contract #F-265-2007) from Jesco, Incorporated, South Plainfield, NJ, for a cost not to exceed \$167,522.00, in accordance with the documents annexed hereto, and it is the recommendation of the Public Works Director that this equipment will meet the Department of Public Works needs, and that it is in the City's best interest to award a contract to this company for said equipment; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the Capital Budget, Ordinance # 38-07, **Appro. Line Item #C-04-089-602, in an amount not to exceed \$167,522.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that a contract be awarded to **Jesco, Incorporated**, for purchase of a John Deere Model #624J articulated wheel loader with attachments, in accordance with the terms and conditions of Monmouth County contract #F-265-2007, **for a cost not to exceed \$167,522.**

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

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

**CONTRACT FOR PURCHASE OF ONE ARTICULATED  
WHEEL LOADER FOR THE PUBLIC WORKS DEPT.**

Said contract being made as follows:

|                            |                  |
|----------------------------|------------------|
| <b>JESCO, INCORPORATED</b> | <b>\$167,522</b> |
|----------------------------|------------------|

Said funds being available in the form of:

|  |                  |
|--|------------------|
| <b>CAPITAL BUDGET<br/>ORD. # 38-07<br/>PUBLIC WORKS EQUIPMENT C-04-089-602</b> | <b>\$167,522</b> |
|--|------------------|



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

11-1-07  
Date



Friday, October 26, 2007

**directory**

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↓  
F-265-2007

**FURNISH AND DELIVER ONE (1) ARTICULATED LOADER WITH ATTACHMENTS FOR THE MONMOUTH COUNTY HIGHWAY DEPARTMENT (MONMOUTH COUNTY CO-OP)**

Awarded:

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

**Requested By:**

↳ By:

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

Delivery Date:

| Number                                      | Item Description   | Unit | Unit Price   |
|---|--|------|--------------|
| <b>JESCO, INCORPORATED<br/>908-753-8080</b> |  |      |              |
| 1   | ONE (1) ARTICULATED LOADER WITH ATTACHMENTS @<br>\$164,877.00<br><br>DUAL DIFFERENTIAL LOCKING AXLES - (PROVIDES 100%<br>TRACTION ABILITY BY LOCKING FRONT AND/OR REAR AXLE) @<br>\$2,645.00 | LS   | \$167,522.00 |



**JOHN DEERE**

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*John Deere Construction, Industrial & Utility Equipment*

October 9, 2007

To Whom It May Concern:

We would like to inform you that the County of Monmouth has recently awarded our company, Jesco, Inc., with a contract to provide the John Deere 624J High Lift Wheel Loader (Monmouth County Contract: F-265-2007). The pricing on the Wheel Loader is in effect until November 1, 2008. The 624J Wheel Loader is capable of loading roll offs and any tandem truck with a V box spreader. Since your town falls within the parameters of Monmouth County, you are eligible to purchase this machine without having to endure the process of a formal bid. The 624J Wheel Loader price is \$147,863.00 which includes a seven year 4000 hour extended warranty on the full machine. However, there is a \$200.00 deductible on non-powertrain components per occurrence. The 624J Wheel Loader also has option prices. They are as follows: JRB Jib Boom-\$3,169.00, JRB 2 ½ yard quick coupler multi purpose bucket- \$11,836.00, dual differential locking axles- \$2,645.00 and John Deere 60"x60" quick coupler forks- \$2,009.00. All information on how this machine would come accessorized is attached with the literature. If you have any questions or would like to schedule a demonstration of the wheel loader, please contact me at (908) 578-9554. Thank you.

Very truly yours,



Joe Perez  
Governmental Territory Manager

---

**Fairfield, NJ 07004**  
1275 Bloomfield Ave  
PH 973-227-2221 or 800-321-8080  
FX 973.575.5553 • WEB [www.jesco.us](http://www.jesco.us)

**Mt. Holly, NJ 08060**  
1790 Route 38  
PH 609-267-2020 or 888-217-0600  
FX 609.261.8104 • WEB [www.jesco.us](http://www.jesco.us)

**South Plainfield, NJ 07080**  
118 St Nicholas Ave  
PH 908-753-8080 or 800-241-7070  
FX 908.753.7853 • WEB [www.jesco.us](http://www.jesco.us)

**COUNTY OF MONMOUTH  
SPECIFICATIONS  
ARTICULATED LOADER**

**Intent:**

It is the intent of this specification to describe and govern the purchase of an Articulated Loader. The complete unit shall be new and of the latest design and be in current production at the time of the submission of the bid. No bid shall be considered unless the vendor submitting the bid can meet the conditions described in the specifications. The referenced model is for example only to depict minimum requirements for the type of equipment described by the County of Monmouth. All standard and optional equipment shall be Original Equipment Manufacturer's Items, when available **NO EXCEPTIONS**

**General:**

The successful bidder shall make available a complete unit for inspection and acceptance by the County of Monmouth. The pilot unit inspection shall take place at the Central Motor Pool, Freehold, New Jersey. During the fabrication period of the unit, the County of Monmouth reserves the right to make interval inspections, as it deems necessary. A prefabrication meeting shall be scheduled by the County of Monmouth after successful bidder is in receipt of purchase order.

If a bidder is submitting an alternate to what is referenced in the specifications, his/her proposal must be accompanied by descriptive literature, marked to indicate the exact items to be furnished and engineering drawing documentation of the same. **Failure to supply information requested will result in rejection of bid.** The units must meet all current OSHA, ANSI, ASME, ASTM, ASA, NEC, NEMA, National Traffic and Motor Vehicle Safety Acts and any other applicable standards and/or regulations. The County of Monmouth reserves the right to request certification indicating the units bid have been certified and tested to meet these requirements, with proper documents attesting to said certification.

The County of Monmouth shall, at its discretion, require qualified bidder or bidders to demonstrate equipment bid, at a site designated by the County of Monmouth within two (2) weeks after receipt of said request. **Failure to demonstrate equipment, if requested, will result in bidder being rejected.**

The County of Monmouth shall, at its discretion, require qualified bidder or bidders to submit a list of references who have purchased similar make/models being offered to the County of Monmouth. Failure to supply list of references, if requested, will result in bidder being rejected.

**Facilities:**

Bidders shall represent a manufacturer, which has in operation a factory adequate for the manufacture of the equipment, which it proposes to furnish. The manufacturer(s) whose associated equipment or products are bid, shall have a full service warranty and parts supply facility, located within a reasonable distance of the Central Motor Pool, Freehold, New Jersey. This facility will be required to establish an in-house warranty program and provide all warranty work related to the equipment in the bid. The bidder shall submit the location, names and telephone numbers of people who are authorized to service the equipment or can be reached for emergency service.

Location: JESCO, INC., 118 ST. NICHOLAS AVENUE, SOUTH PLAINFIELD, NJ 07080

Phone No: (908) 753-8080 Contact: DENNIS CASEY, PRODUCT SUPPORT MANAGER  
(Name & Title)

**Manufacturer's Production Sheet:**

The successful vendor shall furnish one (1) copy of the actual Factory Production Sheet, for each unit furnished. The copies of the Production Sheet shall be submitted at the time of the County of Monmouth inspection of unit.

**General Instructions:**

No Dealer advertisements shall appear on the unit and manufacturer's logo, decals, and/or advertisements shall be approved by the County of Monmouth prior to installation; **NO EXCEPTIONS.**

Brake linings shall be non-asbestos. The vendor awarded the contract is required to furnish certification, in writing, that the brakes **do not contain asbestos.** The certification shall be furnished to the County of Monmouth inspector, at the time of inspection of the unit for delivery condition and compliance with specifications.

**Errors and Omissions:**

Inadvertent omissions and/or errors, which may require changes in the attached specifications must be brought to the attention of the County of Monmouth Director of Public Works and Engineering **BEFORE** bid submission date. All questions shall be answered in writing, to all prospective bidders by addendum. Verbal responses shall not be binding.

Following the award, should successful vendor discover any errors or omissions in the work undertaken and executed by him, he shall immediately notify the Director of Public Works and Engineering, who shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the bidder proceeds with any work affected thereby, he shall do so at his own risk. The work done shall not be

considered as work done under and in performance of this agreement, unless and until approved and accepted in writing, by the Director of Public Works and Engineering.

It is the responsibility of the furnishing vendor to deliver a complete, operative and efficiently functioning unit.

**Specifications Deviations or Substitution:**

These specifications are not intended to be restrictive, but are meant to describe the type of unit required for use by the County of Monmouth. **Bidders are warned, however, that failure to carry out the provisions noted herein will be deemed sufficient reason to reject a bid.**

Further, these specifications address the minimum performance requirements of the County of Monmouth. The County of Monmouth will consider alternate products, provided that they meet these minimum performance requirements.

(If bidder is basing his proposal on equipment other than what is specified and wishes the equipment he proposes to be considered as an "Approved Equivalent", he shall submit on a separate sheet in the exact format of the specifications contained herein, an item description, including the make, model and manufacturer's name of that which he proposes to substitute. For purposes of comparison, include only those items on each sheet as given in these specifications. Such bidder shall also include, but not as a substitute for the above, manufacturer's literature and specifications.)

It shall further be the responsibility of the bidder when offering an alternate, to furnish proof via manufacturer's drawings, blueprints, certifications, etc., that such is equal or superior to the units specified. **Failure to submit the description or deviations as listed above, will mean the bidder intends to supply the particular item as designated in the specifications and the County of Monmouth will so demand. No substitution will be permitted after receipt of the bids.**

EXCEPTIONS: None

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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

All standard and optional equipment listed shall be Original Equipment Manufacturer's items when available **NO EXCEPTIONS.**

**Miscellaneous:**

- Four (4) sets of keys shall be placed on one key ring with key code
- New Jersey Certificate of Ownership (title) - supplied upon delivery

**Paint:**

All painting shall be done in conjunction with manufacturer's specifications. Cab shall be finished with a high quality, high solid, polyurethane type of paint. Paint shall be applied at the factory. Aftermarket refinishing will not be accepted. **No Exceptions.**

Exterior color: Manufacturer's Standard  
 Interior color: Manufacturer's Standard

**EXCEPTIONS:**

None  
 \_\_\_\_\_  
 \_\_\_\_\_

**Service Manuals:**

A complete set of two (2) operator's service, parts, diagnostic and wiring diagrams must be supplied with total order in CD-ROM and hard copy form. One (1) operator's manual shall be in each unit along with an additional two (2) sets.

**EXCEPTIONS:**

None  
 \_\_\_\_\_  
 \_\_\_\_\_

**Training:**

It shall be the responsibility of the successful bidder to supply all safety, operational and service training to County of Monmouth personnel in accordance with all applicable ANSI and OSHA regulations. The safety and operational training shall consist of a complete review and understanding of the manufacturer's owner manual, along with actual operation of the equipment. The instructors shall emphasize all the proper use for safety operation. The service training shall include all general troubleshooting of the

engine, drive train, brake system, hydraulic system and electrical system. The instructor shall emphasize the proper use of all tools and testing equipment along with general shop safety. The service seminars shall be similar to factory and manufacturer's type schools. The successful bidder shall supply a complete written outline of the training program, which shall be provided to the County of Monmouth. The successful bidder shall also make available to the County of Monmouth any future schools and/or seminars. The training shall take place at a site designated by the County of Monmouth and the training shall be scheduled by the County of Monmouth.

EXCEPTIONS:

none  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Delivery:**

The unit shall be delivered F.O.B. to the County of Monmouth Central Motor Pool facility, Freehold, New Jersey. The unit shall receive all pre-delivery preparation at the successful bidder's facility prior to final delivery to the County of Monmouth. Delivery within 120 days after receipt of purchase order.

EXCEPTIONS:

none  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Tools:**

The successful bidder shall supply a list of special tools, testing equipment, and/or recommended standard items which are required to perform service and repairs to the unit. The list shall include the item, part number, price and possible source of supply.

EXCEPTIONS:

none  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Parts & Supplies:**

The successful bidder shall supply a list of recommended parts and supplies which the County of Monmouth should stock at a Central Warehouse. The list shall be prepared for the first through the eighth years of operation. The list shall include part number, quantity, description, price and possible source of supply.

**EXCEPTIONS:**

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dealer Network:**

The successful bidder shall supply a list of authorized service facilities for heavy duty trucks which are near the Central Motor Pool, Freehold, New Jersey.

**EXCEPTIONS:**

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Warranties:**

The unit delivered must be guaranteed to be free from defects in materials, design and workmanship for a minimum period of seven (7) years/4000 hours full machine coverage from final in-service date, unless manufacturer's warranty is for a longer period of time. This warranty shall include the engine, transmission, differentials, hydraulic system, steering system, brake system, electrical system including starters and alternators, frame, and air conditioning system. **NO EXCEPTIONS**

If warranty service is required, the successful bidder who supplied the unit shall provide pick up, delivery and repair of unit at no charge to the County of Monmouth. The successful bidder shall submit copies of the warranty being supplied to the County of Monmouth.

**EXCEPTIONS:**

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: John Deere Model 624J, Case Model 721E or an approved equivalent.

**Engine:**

Diesel, electronically controlled, turbocharged, six cylinder, 180 minimum horsepower. Air Cleaner – Dual element, dry type with restriction indicator and precleaner. Fan – Hydraulically driven and reversible. Electrical System – 24 volt, 65 amp alternator and two (2) 900 CCA batteries. Battery disconnect switch. Radio converter, 24 volt to 12 volt 10 amp. Cold Starting Aid - Engine coolant heater, automatic glow plugs or intake air heater. Exhaust – under hood mounted with vertical stack. Coolers – engine oil, transmission oil and hydraulic oil.

**Exceptions:**

None

**Power Train:**

Transmission – Synchronized, torque converter powershift. Speeds – Four forward/three reverse. Modes – automatic/manual. Single lever control for forward/neutral/reverse and powershift mounted on steering column and loader control. Ride Control – Hydraulic, factory installed. Axles – Fixed front and oscillating rear. Remote axle breathers. Differentials – Manufacturer's standard. Final Drives – Heavy duty planetaries, totally sealed. Brakes – Fully enclosed hydraulic, self-adjusting, self-qualizing multiple wet disc. Two brake pedals, left pedal can be used to neutralize transmission. Parking Brake – Electronically activated by rocker switch, spring applied, hydraulically released. Guards - Transmission frame sides.

**Exceptions:**

None

**Hydraulic System:**

Pump – variable displacement closed center pressure and flow compensated. Steering – priority system to assure pressure and flow. Loader Control – single lever for lift and tilt functions. Third spool valve will control lever and all required plumbing for auxillary hydraulic control of quick coupler.

**Exceptions:**

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tires:**

Four (4) 20.5R x 25(L3) Goodyear GP-2B radial or an approved equivalent.  
One (1) spare wheel and tire assembly 20.5R x 25 (L3) Goodyear GP-2B radial or an approved equivalent  
Wheel valve stems shall be completely enclosed and protected.

**Exceptions:**

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cab:**

Operator's Station – Fully enclosed, certified ROPS/FOPS. Front and rear windshield washers and intermittent wipers. Tinted safety glass. Pressurized with heater/defroster/air conditioning, factory installed. Air suspension deluxe seat, fully adjustable. 3" retracting seat belt. Pre-wired 24 volt to 12 volt converter 10 amp for two-way radio installation. Gauges, alarms, and indicator lights – manufacturer's deluxe standard and options. Tilt steering wheel with spinner knob. Mirrors – two (2) exterior and one (1) interior. AM/FM radio. Sound suspension package. Mounting steps with platform and hand rails. Horn. Lockable doors.

**Exceptions:**

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Loader:**

Type "Z" bar linkage with heavy duty construction. Safety locking bar.  
High-lift configuration, single tilt cylinder. Bucket position indicator.  
Automatic return-to-dig, height control and return-to-travel.

**Exceptions:**

none

**Operating Dimensions and Performance:** (Equipped with three cubic yard pin-on general purpose bucket and 20.5 x 25 L3 radials)

|  |             |
|--|-------------|
| Lift Capacity at Ground Level.....           | 30,000 lbs. |
| Full Height.....                             | 15,000 lbs. |
| Breakout Force.....                          | 30,000 lbs. |
| Tipping Load - Straight.....                 | 26,000 lbs. |
| Full Turn.....                               | 22,000 lbs. |
| Height to Hinge Pin.....                     | 170 inches  |
| Rollback at Ground Level.....                | 40 degrees  |
| Dump Angle.....                              | 45 degrees  |
| Reach at Full Height, Bucket 45 degrees..... | 40 inches   |
| *Dump Clearance at 45 degrees.....           | 130 inches  |

\*Note: This is the minimum dump clearance acceptable for the County of Monmouth. Loader with a dump clearance less than 130 inches will be rejected (NO EXCEPTIONS).

**Exceptions:**

none

**Electrical:**

System - 24 volt negative ground, 65 amp alternator and two (2) 900 CCA batteries. Battery master disconnect switch. Radio converter - 24 volt to 12 volt 10 amp, pre-wired for County installation of two-way radio.  
Electrical corrosion-prevention package - all electrical connections shall be lock type with silicone rubber seals to prevent moisture and

contaminants from entering system. Lighting – a minimum of two (2) front and two (2) rear halogen work area, two (2) separate front driving, two (2) heavy duty rear LED tail and stop, two (2) heavy duty rear LED flashing and turn signals, two (2) front flashing and turn signals, and one (1) lighted license plate bracket. Safety Lighting – One (1) amber strobe light with - branch guard and cab mounted switch (Whelan Model 800D high dome or an approved equivalent). Two (2) rear facing strobe lights (Whelan DOT 3 Model 100A or an approved equivalent) with cab mounted switch. Location to be approved by County of Monmouth. Reverse Warning Alarm.

**Exceptions:**

*none*

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**Miscellaneous:**

Power Train Guard. Bottom and side guards. Front and rear fenders. Vandal protection package including keyed alike padlocks. SMV Emblem, mounted. 5 lb. ABC fire extinguisher with metal mounting bracket. Metal license plate bracket. Fixed Drawbar with pin. Articulation Locking Bar. Built-in rear counterweight. Front and rear transport tiedown points.

**Exceptions:**

*none*

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**Buckets and Attachments:**

Quick-coupler – Hydraulic, activated from cab interior, installed. JRB Model 500HV or an approved equivalent. General purpose bucket minimum of a 3 cubic yard with bolt-on cutting edge. Equipped with integral spill guard and three (3) hooks, two (2) fixed at each top corner and one (1) swivel-in bucket. Four-in-one bucket – minimum of 3 cubic yard with bolt-on cutting edge. Equipped with three (3) hooks, two (2) fixed at each top corner and one(1) swivel- in bucket. Construction Forks – heavy duty with coupler. Carriage width 96 inches and tine length 60 inches. JRB Model 500 CUF9660M or an approved equivalent. Extendable Boom – Heavy duty three (3) section manually extendable to 13 feet with coupler. Equipped with hook. JRB Model 500EB or an approved equivalent. Note: All buckets and attachments shall be equipped with coupler adapters – No Exceptions.

**Exceptions:**

*none*

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**Optional Equipment:** (Sole discretion of County of Monmouth)

- Driveline Disconnect – (permits operator to disconnect front axle)  
Cost \$ NO LONGER AVAILABLE
- Dual Differential Locking Axles – (provides 100% traction ability by locking front and/or rear axle)  
Cost \$ 2,645.00

**Exceptions:**

*none*

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# COUNTY OF MONMOUTH REQUEST FOR BID



RFB# F-265-2007

*This Is Not An Order*

JESCO, INCORPORATED  
118 ST. NICHOLAS AVENUE  
SOUTH PLAINFIELD NJ 07080 USA  
(908) 753-8080

Monmouth County Purchasing  
1 East Main Street  
Hall of Records  
Freehold, NJ 07728  
(732) 431-7370 Fax (732) 431-7379  
Contact: KATHY STEWART (732) 431-7375

**FURNISH AND DELIVER ONE (1) ARTICULATED LOADER WITH ATTACHMENTS FOR THE  
MONMOUTH COUNTY HIGHWAY DEPARTMENT (MONMOUTH COUNTY CO-OP)**

RFB MUST BE RECEIVED NO LATER THAN October 02, 2007 10:30  
FOR DELIVERY TO: Highway Department  
Public Works Complex  
250 Center Street Freehold, NJ 07728

DELIVERY DATE ASAP

| ITEM NO. | DESCRIPTION   | QUANTITY/UNIT | UNIT PRICE   | TOTAL PRICE  |
|----------|---|---------------|--------------|--------------|
| 1        | ONE (1) ARTICULATED LOADER WITH ATTACHMENTS<br><br>Packaging: <u>N/A</u><br>MFG/Brand: <u>JOHN DEERE</u><br>Product No: <u>624T</u><br>Variances, IF Any: <u>NONE</u> | 1 ONLY        | \$164,877.00 | \$164,877.00 |

TOTAL: **\$164,877.00**

\*\*\*\*\* SEE ATTACHED SPECIFICATIONS \*\*\*\*\*



**JOHN DEERE**

## Equipment Details

**Dealership:** JESCO, INC.  
118 SAINT NICHOLAS AVE  
S PLAINFIELD, NJ 070801892  
Phone: 9087538080

Date: October 05, 2007

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Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.  
Some additional charges may apply.

All amounts are displayed in USD

### 624J LOADER

| Code  | Description | Qty | List Price |
|-------|-------------|-----|------------|
| 1460T | 624J LOADER |     |            |

#### Options

##### Required Items:

|      |   |   |  |
|------|---|---|--|
| 1010 | 624J Loader                             | 1 |  |
| 2020 | High Lift Loader Boom and Z-BAR Linkage | 1 |  |

Adds 14.41 inches (366 mm) height to bucket hinge pin, fully raised.  
Rated tipping load, breakout and lift capacity will be lower than unit equipped with the standard boom.

|      |   |   |  |
|------|---|---|--|
| 2432 | Three Function Joystick with FNR and Auxiliary Control Lever for Third Function | 1 |  |
|------|---|---|--|

1 lever controls both boom and bucket and 2nd lever controls auxiliary functions.  
Includes auxiliary hydraulic lines to boom cross tube.

|      |              |   |  |
|------|--------------|---|--|
| 2500 | Ride Control | 1 |  |
|------|--------------|---|--|

Code 9280 Bottom Guards are recommended in applications where underside is vulnerable.

|      |   |   |  |
|------|---|---|--|
| 3046 | Front Hydraulically Locking Differential and Rear Conventional Differential Axles | 1 |  |
|------|---|---|--|

|      |                                     |   |  |
|------|-------------------------------------|---|--|
| 4420 | 20.5R25 L3 Single Star Radial Tires | 1 |  |
|------|-------------------------------------|---|--|

|      |  |   |  |
|------|--|---|--|
| 7105 | Front Heavy Duty Marker/Turn L.E.D. Lights | 1 |  |
|------|--|---|--|

|      |              |   |  |
|------|--------------|---|--|
| 8200 | Rear Drawbar | 1 |  |
|------|--------------|---|--|

|      |                                      |   |  |
|------|--------------------------------------|---|--|
| 8422 | ROPS Quiet Cab with Air Conditioning | 1 |  |
|------|--------------------------------------|---|--|

Includes air conditioner, heater, defroster and pressurizer, Air Suspension Fabric Seat with Joystick Wrist Rest, front and rear intermittent windshield wipers and washers and (1) inside and (2) outside rear view mirrors. Left and right rear side windows open 2.5" (65 mm) for ventilation.

##### Optional Items:

|      |                                    |   |  |
|------|------------------------------------|---|--|
| 8560 | Z-BAR Hydraulic Attachment Coupler | 1 |  |
|------|------------------------------------|---|--|

When ordered with 3rd function hydraulics, plumbing out to the coupler is included.

|      |   |   |  |
|------|---|---|--|
| 8585 | 60 in. Coupler Fork Frame Carriage w/60 in. Tines | 1 |  |
|------|---|---|--|

|      |  |   |  |
|------|--|---|--|
| 8825 | 3.0 Cu. Yd. (2.3 Cu. M.) Excavating Coupler Bucket with Bolt-on Cutting Edge | 1 |  |
|------|--|---|--|

|      |                        |   |  |
|------|------------------------|---|--|
| 9030 | Certifugal Pre-Cleaner | 1 |  |
|------|------------------------|---|--|

|      |                     |   |  |
|------|---------------------|---|--|
| 9055 | Reversing Fan Drive | 1 |  |
|------|---------------------|---|--|

Reversible fan is automatic with manual over-ride.  
Requires Code 9030 Centrifugal PreCleaner.

|      |  |   |  |
|------|--|---|--|
| 9170 | 10 Amp Converter with 12 Volt Power Port | 1 |  |
|------|--|---|--|

##### NOTE:

\* For use with two way radios, cellular phones, amplifiers, lighting, etc.

|      |  |   |  |
|------|--|---|--|
| 9245 | Full Tire Front Fenders with Mud Flaps | 1 |  |
|------|--|---|--|

##### &UPDATED 01OCT07)

|      |                                |   |  |
|------|--------------------------------|---|--|
| 9270 | Transmission Side Frame Guards | 1 |  |
|------|--------------------------------|---|--|

|      |                              |   |  |
|------|------------------------------|---|--|
| 9100 | AM/FM/WB Radio and Headliner | 1 |  |
|------|------------------------------|---|--|

**NOTE:**

- \* Includes speakers and antenna.
- \* Does not require Converters.

LIST Price

|                             |                                 |                     |
|-----------------------------|---------------------------------|---------------------|
| 9350                        | Fire Extinguisher               | 1                   |
| 9360                        | License Plate Bracket and Light | 1                   |
| <b>Configuration Total:</b> |                                 | <b>\$227,387.00</b> |
| <b>Discount :</b>           |                                 | <b>\$0.00</b>       |

## Summary

All amounts are displayed in USD

### Additional Charges

|                                  |     |               |
|----------------------------------|-----|---------------|
| Freight:                         | +/- | \$0.00        |
| Setup & Delivery:                | +/- | \$0.00        |
| Discounts:                       | +/- | \$0.00        |
| Trade In Allowance:              | +/- | \$0.00        |
| Extended Warranty:               | +/- | \$0.00        |
| Taxes:                           | +/- | \$0.00        |
| <b>Total Additional Charges:</b> |     | <b>\$0.00</b> |

### Additional Information

### Customer Comments

**Total Delivered Price:**

**\$227,387.00**

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra. Some additional charges may apply.

*List Price*

R# 294-07

RESOLUTION  
APPROVAL PAYMENT OF BILLS

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

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

MOVED:  
SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey  
County of Monmouth  
City of Long Branch

I, Irene A. Joline, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Irene A. Joline, City Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of November 7, 2007. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

|  |   |          |
|--|---|----------|
| 4 Connections                          | Monthly Lease of Dark Fiber - November 2007 - IT-Administration                       | 1,500.00 |
| A.C. Moore                             | Supplies for Various Events - October 2007 - Senior Affairs                           | 241.54   |
| A.M./P.M. Services                     | Registration - (2) Seminars - 9/21 & 10/18/2007 - Irene Joline - City Clerk           | 198.00   |
| A.W. Meyer                             | Power Tool Kit for Forensics Van - Police Dept.                                       | 471.75   |
| Absolute Fire Protection               | Misc. Parts - Truck #25-4-90 - Fire Dept.   | 1,737.51 |
| Alexander Hamilton Institute           | 2008 Employee Problem Solver - Howard H. Woolley Jr. - Administration                 | 30.35    |
| Allied Oil                             | Diesel Fuel & Underground Storage Tank Tax - 10/3/2007 - DPW                          | 8,141.11 |
| American Public Health Assoc.          | Annual Membership Dues - David Roach - Health Dept.                                   | 160.00   |
| Apruzzese, McDermott, Mastro & Murphy  | Legal Services Rendered - Labor Attorney - September 2007                             | 7,528.99 |
| Arnor Holdings Forensics               | Various Forensic Supplies - Police Dept.  | 1,229.55 |
| Arts Embroidery                        | Embroidery for OEM Uniforms   | 140.00   |
| Asbury Park Press Subscriptions        | One Year Subscription Renewal - Mayor's Office  | 114.25   |
| Auto Parts                             | Misc. Auto Parts - DPW - September 2007   | 15.08    |
| B. Keith Controls                      | Light Bulbs for City Hall Building - DPW  | 1,013.78 |
| Bayshore Task Force                    | Registration - DWI Course - 10/15-10/19/07 - P.O. Garrett & P.O. Brown - Police Dept. | 900.00   |
| Be Our Guest Entertainment             | Entertainment for Dance - 10/25/2007 - Senior Affairs                                 | 250.00   |
| Bette White Fernandez                  | Tap Dance Instruction - 10/19/2007 - Senior Affairs                                   | 28.00    |
| Bigelow Motors                         | Misc. Parts - PW #122 - DPW   | 213.22   |
| Boro Printing                          | Special Event Signage & Receipt Books - Traffic Dept. / Police Dept.                  | 713.00   |
| Bruce Booker D.B.A. T.Y.G. Productions | Videography - 7/24/2007 - Community Dev.  | 250.00   |
| C.J. Productions                       | Videography - June & August 2007 - Community Dev.                                     | 750.00   |
| Card Data Systems                      | Color Ribbon Kit for I.D. Card Printer - Police Dept.                                 | 433.04   |
| CCC Heavy Duty Truck Parts             | Misc. Parts - Various Vehicles - DPW  | 6,271.20 |
| CDWG                                   | Data Cartridges - Tax Collector's Office  | 110.00   |
| Central Towing & Recovery              | Towing - 9/11/2007 - Truck #25-4-75 - Fire Dept.                                      | 1,080.00 |
| Channing Bete Co.                      | Pocket Reminder Cards for Flu Shots - Health Dept.                                    | 213.84   |
| Cherry Valley Tractor Sales            | Misc. Parts - (Beach Tractors) LBR #07 & #10 - DPW                                    | 118.86   |
| City of Long Branch Clearing Account   | Reimburse Clearing Account  | 3,637.86 |
| City of Long Branch Clearing Account   | Reimburse Clearing Account  | 200.00   |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

|                                       |  |   |            |
|---------------------------------------|--|---|------------|
| City of Long Branch Clearing Account  | Reimburse Clearing Account   | * | 197,549.62 |
| City of Long Branch Clearing Account  | Reimburse Clearing Account   | * | 21,632.00  |
| City of Long Branch Clearing Account  | Reimburse Clearing Account   | * | 773,582.65 |
| City of Long Branch Clearing Account  | Reimburse Clearing Account   | * | 379,577.28 |
| City of Long Branch Payroll Agency    | Payroll Dated 10/19/2007   | * | 30,075.74  |
| City of Long Branch Payroll Agency    | Payroll Dated 10/19/2007   | * | 743,506.91 |
| Clayton Block                         | Mason Materials - September 2007 - Various Locations - DPW                                 |   | 768.73     |
| Clayton Press                         | Photo Array Booklets - Detective/Juvenile Bureaus  |   | 475.00     |
| CMF                                   | Copier Paper - Police Dept.  |   | 1,066.00   |
| Coast Hardware                        | Misc. Hardware - September 2007 - Various Depts.   |   | 387.84     |
| Comcast Online                        | Internet Provider Services - 10/15-11/14/2007 - City Network                               | * | 169.95     |
| Concept Printing & Promotions         | Purchase Requisitions & Purchase Orders - Purchasing Dept.                                 |   | 1,960.00   |
| Conte's Car Wash                      | Car Wash Contract - October 2007   |   | 1,187.34   |
| CWA Local 1034, Branch 4              | Dental & Vision - November 2007  | * | 5,400.00   |
| D.W. Smith Assoc.                     | Engineering Services Rendered - Manahasset Park Oversight - May / Sept. 2007               |   | 11,867.50  |
| Davis Equipment Sales                 | (4) Rollers for Surf Rake - DPW  |   | 895.45     |
| Davtech                               | Breathalyzer Supplies - Police Dept.   |   | 486.06     |
| Diamond Triumph Auto Glass            | Install Windshield - (3) Vehicles - DPW  |   | 635.03     |
| Dunkin Donuts / Baskin Robbins        | Refreshments for UEZ Broadway Business Meeting - 10/17/2007 - Community Dev.               |   | 33.98      |
| Eastwood Co.                          | Sheet Metal Bending Tool - Traffic Dept.   |   | 109.94     |
| Efinger Sporting Goods                | Misc. Equipment for Soccer & Tennis Programs - Recreation Dept.                            |   | 1,401.00   |
| Emergency Software Products           | Maintenance Renewal for Inspection Computer System - 12/30/07-12/29/08 - Fire Prev.        |   | 450.00     |
| Eric Reisher                          | Technical Support Services - August & September 2007 - Cable Commission                    |   | 400.00     |
| Euro Car                              | Tint Windows - PD #109 & Detective Vehicle - DPW   |   | 400.00     |
| F & C Automotive Supply               | Misc. Automotive Parts - Various Vehicles - DPW  |   | 335.39     |
| Ford Motor Credit                     | Lease / Purchase Vehicles - December 2007  |   | 623.69     |
| Fort Dearborn Life Insurance          | Life Insurance - November 2007   | * | 1,291.20   |
| Freehold Soil Cons. Dist.             | Fee for Application of Soil Erosion & Sediment Control Plan Certification - Community Dev. | * | 5,350.00   |
| Gagliano Appraisal                    | 2007 Tax Appeal Appraisals - October 2007  |   | 2,976.00   |
| Gannett Satellite Information Network | Datebook Ads - June/Sept. 2007 & Legal Advertising - Aug./Sept. 2007 - Admin. / City Clerk |   | 7,565.98   |
| Garden State Highway Products         | (2) Stop Signs for Joline & Ocean Ave. - Traffic Dept.                                     |   | 110.00     |
| Gateway Companies                     | Computer Equipment - Comptroller's Office  |   | 68.84      |
| George Cieri                          | Special DWI Session - 10/23/2007 - Municipal Court   |   | 200.00     |
| Gerald Carroll                        | Reimbursement for E-Mail Services - October / December 2007 - IT-Administration            |   | 29.97      |
| Granger                               | Misc. Equipment - DPW  |   | 1,462.20   |
| Gravbar                               | Electrical Supplies for West End Comfort Station - DPW                                     |   | 80.79      |
| Health Net Of New Jersey              | Health Benefits - November 2007  | * | 86,164.13  |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

|  |  |            |          |
|--|--|------------|----------|
| Filsen Termite & Pest Control            | Integrated Pest Control - October 2007 - Health Dept.                                      | 345.00     |          |
| Hoover Truck Centers                     | Misc. Parts - Street Sweeper #90 & #91 - DPW   | 136.69     |          |
| Horizon Blue Cross Blue Shield           | Health Benefits - November 2007  | 225,597.89 | *        |
| Horizon Blue Cross Blue Shield           | Dental Benefits - November 2007  | 16,293.34  | *        |
| Hunter Jersey Peterbilt                  | Misc. Parts - Various Vehicles - DPW   | 276.69     |          |
| Hydraair                                 | Adaptors - PW #127 - DPW   | 19.15      |          |
| IAAI                                     | Membership Application for New Jersey Chapter - P.O. Cattelona - Police Dept.              | 110.00     |          |
| Intelligent Products                     | Mutt Mirts - Health Dept.  | 780.22     |          |
| Jennifer Smith                           | Reimbursement for Mileage - MAFP Seminar -10/23/2007 - Health Dept.                        | 16.00      |          |
| Jersey Central Power & Light             | Utilities - Electric - 8/31-10/5/2007 - Various Locations                                  | 444.07     | *        |
| Jersey Central Power & Light             | Utilities - Electric - 9/20-10/18/2007 - Various Locations                                 | 40,962.05  | *        |
| John Guire Co.                           | Misc. Tools & Equipment - September 2007 - DPW / Fire Dept.                                | 230.36     |          |
| John Stanler Police Academy              | Registration - Cultural Diversity Seminar - 9/17-9/18/2007 - P.O. K. Kim - Police Dept.    | 60.00      |          |
| JVN Fence Contractors                    | Fence/Posts for Beachfront North Condominiums - DPW  | 409.00     |          |
| Kepwel Water                             | Monthly Cooler Rental - September 2007 - Administration                                    | 8.00       |          |
| Lacal Equipment                          | (10) Gutter Brooms for Street Sweeper - DPW  | 963.60     |          |
| Lakewood Auto Supply                     | Misc. Filters - September 2007 - Fire Dept. / DPW  | 754.95     |          |
| Lanigan Associates                       | Various Uniform Accessories for New Officers & Dispatchers - Police Dept.                  | 843.15     |          |
| Lesco                                    | Chemicals for Jerry Morgan Park & Traux Field - DPW  | 560.83     |          |
| Lou's Uniforms                           | Boots for Disp. Phillips - Police Dept.  | 110.00     |          |
| Lowe's Credit Services                   | Various Building Materials - Recreation Dept. / DPW  | 1,406.26   |          |
| Macco Auto Painting & Body Works Centers | Repaint PW #127 - DPW  | 1,060.00   |          |
| MAFP / Warren Cnty. Health Dept.         | Registration - Fall Seminar - 10/23/2007 - J. Smith & J. Potyra - Health Dept.             | 107.50     |          |
| Maria Garcia-Malave                      | Spanish Interpreting Services - September 2007 - Municipal Court                           | 540.00     |          |
| Matthew Bender & Co.                     | Renewal for NJ Register - 10/2007-9/2008 - Personnel Dept.                                 | 167.31     |          |
| Mazza & Sons                             | Disposal of Bulky Waste - September 2007 - DPW   | 16,543.55  | Pyamt #9 |
| Merkin Equipment                         | Misc. Parts - Sanitation #100 - DPW  | 722.80     |          |
| Mid-Atlantic Truck Center                | Misc. Parts - PW #127 - DPW  | 54.65      |          |
| Modern Performance                       | Resurface Fuel Rail - PW #122 - DPW  | 147.00     |          |
| Monmouth Building Center                 | Various Building Materials - Recreation Dept. / DPW  | 1,784.03   |          |
| Monmouth Cnty Regional Health Comm #1    | Contract of the Health Educator / Epidemiologist - 2nd Half of 2007 - Health Dept.         | 7,043.50   |          |
| Monmouth Cnty Treasurer - Finance Dept.  | Tipping Fees & Various Taxes - 9/17-10/15/2007 - DPW                                       | 83,484.19  |          |
| Monmouth Cnty. Treasurer                 | Printing of Labels for Elections - City Clerk  | 16.50      |          |
| Moore Medical                            | Various Medical Supplies - Police Dept.  | 1,401.55   |          |
| Murphy Cap & Gown Co.                    | Robe for Municipal Court Judge   | 111.58     |          |
| Myron Manufacturing Corp.                | Pocket Planners for UEZ Program  | 2,664.58   |          |
| N.J. Bias Crime Officers Assoc.          | Registration -Training Luncheon - 10/17/07 - Det. Juan E. & Juan H. Vasquez - Police Dept. | 80.00      |          |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

|   |   |            |
|---|---|------------|
| NAADAC                                  | Membership Dues for Peter Strub - 10/1/07-9/30/08 - Human Services                    | 135.00     |
| New Jersey American Water               | Utilities - Water - 9/6-10/7/2007 - Various Locations                                 | * 5,583.06 |
| New Jersey Natural Gas                  | Utilities - Gas - 9/14-10/16/2007 - Various Locations                                 | * 1,363.27 |
| Otilia Silva                            | Portuguese Interpreting Services - September 2007 - Municipal Court                   | 510.00     |
| Party Fair                              | Supplies for Various Events - October 2007 - Senior Affairs                           | 404.93     |
| Ram Hydraulics                          | Repair Tail Gate - Sanitation #30 - DPW   | 725.00     |
| Rittenhouse-Kerr Ford                   | Misc. Automotive Parts - Various Vehicles - DPW                                       | 1,019.44   |
| Rutgers University                      | Registration - (2) Courses - 9/11-10/23/2007 - S. Sirianni - DPW                      | 1,170.00   |
| Satellite Self Storage                  | Storage Fees - Delores Smith - November 2007 - School Project - Community Dev.        | 478.50     |
| Scientific Devices                      | Ink Cartridges - Various Depts.   | 1,443.17   |
| Scoles Floorshine Industries            | Janitorial Supplies for Beachfront - Recreation Dept.                                 | 866.49     |
| Sea Breeze Ford                         | Misc. Automotive Parts - Various Vehicles - DPW                                       | 525.79     |
| Seaboard Welding Supply                 | Welding Supplies & Industrial Gases - September 2007 - Municipal Garage               | 97.00      |
| Sears Commercial One                    | Microwave for City Hall Lunch Room & Compressor for DPW                               | 373.87     |
| Seaside Materials                       | Materials to Repair Steps at City Hall Building                                       | 83.56      |
| Seely Equipment & Supply                | Adaptors - Sanitation #100 - DPW  | 108.96     |
| Selective Insurance Co. Of America      | Insurance Renewal - 10/7/2007-10/6/2008 - L.B. Arts Council                           | 570.00     |
| Sherwin Williams                        | Paint for Center Lines - Traffic Dept.  | 377.25     |
| Siperstein's                            | Misc. Paint/Materials - September 2007 - Recreation Dept. / DPW                       | 364.70     |
| Sirchie Fingerprint Labs                | Various Forensic Supplies - Police Dept.  | 602.25     |
| State of New Jersey - Dept. Of Treasury | Fee for Authorization of Stormwater Discharge - MCP Construction - Community Dev.     | * 300.00   |
| Stavola Asphalt                         | Road Materials - Various Locations - DPW  | 1,559.05   |
| Stavola Contracting                     | Disposal of Concrete - DPW  | 98.55      |
| Stelair Design Corp.                    | (50) Bandannas for Dorothy Parker Day - L.B. Arts Council                             | 220.00     |
| Steve Rubin, Esq.                       | Special DWI Session - 10/23/2007 - Municipal Court                                    | 200.00     |
| Sunrise Suites Hotel                    | Temporary Housing - Delores Smith - 9/21-10/11/2007 - School Project - Community Dev. | * 892.50   |
| Tanknology                              | Testing - Gasoline & Diesel Tanks - DPW   | 300.00     |
| TASC Fire Apparatus                     | Misc. Equipment for Investigation Truck - Fire Prevention                             | 573.30     |
| Taylor Fence                            | Fencing for Jackson Woods - DPW   | 681.00     |
| The Hungry Puppy                        | K-9 Food - July / September 2007 - Police Dept.                                       | 359.88     |
| Total Fire Group                        | Turn Out Gear - Fire Dept.  | 103.50     |
| Trico Equipment                         | Misc. Parts for GSA Tractor - DPW   | 422.70     |
| Trolley Tours                           | Bus Rental - Sight & Sound Theatre Trip - 9/7/2007 - Senior Affairs                   | 1,150.00   |
| United Parcel Service                   | Ground Transportation - Various Depts.  | 82.87      |
| United States Coast Guard Auxiliary     | Boat Licensing Course for (12) Lifeguards - 6/27/2007 - Recreation Dept.              | 360.00     |
| Verizon                                 | Utilities - Telephone - 10/1/2007 - Various Locations                                 | * 9,954.87 |
| Verizon                                 | Utilities - Telephone - 10/5 & 10/11/2007 - Various Locations                         | * 202.29   |

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Vision Service Plan  
 Visiting Nursing Services of Central Jersey  
 W.B. Mason  
 W.H. Potter & Son  
 Warshauer Electric Supply  
 Zeybrah

Vision - November 2007  
 Community Health Nursing Services - July / September 2007 - Health Dept.  
 Various Office Supplies - Various Depts.  
 Misc. Parts for Toro Mower - DPW  
 Electrical Materials for West End Comfort Stations & DPW  
 Reimbursement for Cost of Entertainment for Long Branch Day - 9/8/07 - Recreation Dept.

\* 1,365.54  
 3,000.00  
 1,130.70  
 225.27  
 789.34  
 500.00

**TOTAL CURRENT**

**2,765,496.73**

Builders General Supply  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 Coastal Title Agency  
 Coastal Title Agency  
 R.W.V. Land & Livestock South  
 R.W.V. Land & Livestock South  
 Satellite Self Storage  
 Sunrise Suites Hotel  
 Trenton Mack Sales & Service

Materials for Planning Dept. Renovations - DPW  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Title Insurance Coverage for Manahasset Creek Park Project - Community Dev.  
 Title Insurance Coverage for 600 Long Branch Ave. - Community Dev.  
 Purchase & Deliver Soil - 10/1-10/12/2007 - DPW  
 Purchase & Deliver Soil - 10/15-10/19/2007 - DPW  
 Storage Fees - Delores Smith - November 2007 - School Project - Community Dev.  
 Temporary Housing - Delores Smith - 9/21-10/11/2007 - School Project - Community Dev.  
 (4) Dump Trucks - DPW

\* 354.81  
 52,195.98  
 653,114.25  
 37,722.48  
 7,545.43  
 1,761.83  
 61,374.25 Pymt #8-9  
 27,522.72 Pymt #10  
 478.50  
 892.50  
 591,740.00

**TOTAL CAPITAL**

**1,434,702.75**

City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency  
 City of Long Branch Payroll Agency  
 Fort Dearborn Life Insurance  
 Health Net Of New Jersey  
 Horizon Blue Cross Blue Shield  
 Horizon Blue Cross Blue Shield  
 Monmouth County SPCA

Rimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Payroll Dated 10/19/2007  
 Payroll Dated 10/19/2007  
 Life Insurance - November 2007  
 Health Benefits - November 2007  
 Health Benefits - November 2007  
 Dental Benefits - November 2007  
 Animal Shelter Services - September 2007

\* 4,080.00  
 3,629.86  
 2,021.21  
 258.92  
 3,370.94  
 2.94  
 1,157.99  
 526.00  
 177.94  
 1,495.00 Pymt #9

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Vision Service Plan

Vision - November 2007

\* 31.46

**TOTAL DOG**

16,752.26

|                                      |   |            |
|--------------------------------------|---|------------|
| Asbury Park Press Subscriptions      | One Year Subscription Renewal - Community Dev.                                    | 109.30     |
| Beverly Baxter                       | Ceramic Instruction - 10/2-10/11/2007 - Senior Affairs / Community Dev.           | 550.00     |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | 9,743.36   |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * 383.19   |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * 4,910.44 |
| City of Long Branch Payroll Agency   | Payroll Dated 10/19/2007  | * 2,703.10 |
| City of Long Branch Payroll Agency   | Payroll Dated 10/19/2007  | * 350.79   |
| Conte's Car Wash                     | Car Wash Contract - October 2007  | * 4,559.65 |
| Fort Dearborn Life Insurance         | Life Insurance - November 2007  | * 77.10    |
| Garden State Highway Products        | Misc. Items for Support of Banners - Community Dev.                               | 9.80       |
| GF United Auto Service               | Service Air Conditioning - CD #92 - Community Dev.                                | 331.00     |
| Health Net Of New Jersey             | Health Benefits - November 2007   | * 80.60    |
| Horizon Blue Cross Blue Shield       | Health Benefits - November 2007   | * 1,157.99 |
| Horizon Blue Cross Blue Shield       | Dental Benefits - November 2007   | * 1,362.03 |
| Iise Hendley                         | Reimbursement for Expenses Incurred - Housing Seminar - 10/2-10/3/07 - Comm. Dev. | * 147.76   |
| NJ State League Of Municipalities    | (7) Tickets for NJLM Luncheon - 11/15/2007 - Community Dev.                       | * 30.23    |
| Oceanport Landing                    | Shrink Wrap for City Stage - Community Dev.                                       | 245.00     |
| Perry's Trophy                       | (3) Medallion's for Long Branch Day - Community Dev.                              | 220.00     |
| Phyllis Salvato                      | Memory Workshop - 10/17/2007 - Senior Affairs / Community Dev.                    | 26.00      |
| Verizon                              | Utilities - Telephone - 10/1/2007 - Various Locations                             | * 250.00   |
| Vision Service Plan                  | Vision - November 2007  | * 138.19   |
|                                      |   | * 25.52    |

**TOTAL HUD**

27,411.05

American Movers of New Jersey Inc.  
 Basile, Baumann, Prost & Assoc.  
 Bruce Booker D.B.A. T.Y.G. Productions  
 C.J. Productions

Moving Benefits - J. & F. Deluca - 272 Ocean Ave. - Community Dev.  
 Professional Services Rendered - Pier Village III - September 2007  
 Videography - 7/24/2007 - Recreation Dept.  
 Videography - June & August 2007 - Recreation Dept.

3,897.00  
 1,935.00 Pymt #1  
 50.00  
 450.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

|                                      |   |   |           |           |
|--------------------------------------|---|---|-----------|-----------|
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 97,426.55 |           |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 1,725.09  |           |
| City of Long Branch Clearing Account | Reimburse Clearing Account  | * | 18,241.35 |           |
| City of Long Branch Payroll Agency   | Unemployment - October 2007   | * | 875.11    |           |
| City of Long Branch Payroll Agency   | Payroll Dated 10/19/2007  | * | 337.80    |           |
| City of Long Branch Payroll Agency   | Payroll Dated 10/19/2007  | * | 17,903.55 |           |
| D.W. Smith Assoc.                    | Engineering Services Rendered - Manahassett Creek Park Final Plans - July / Sept. 2007    |   | 9,618.25  | Pymt #1-2 |
| D.W. Smith Assoc.                    | Engineering Services Rendered - Manahassett Soil Conservation - July / Sept. 2007         |   | 9,994.75  | Pymt #1-2 |
| D.W. Smith Assoc.                    | Engineering Services Rendered - Manahassett Creek Park Project Meetings - Aug./Sept. 2007 |   | 2,528.75  | Pymt #1-2 |
| E M Waterbury & Assoc.               | Engineering Services Rendered - August / September 2007 - Zoning Board                    | * | 1,470.25  |           |
| Fort Dearborn Life Insurance         | Life Insurance - November 2007  | * | 0.98      |           |
| Health Net Of New Jersey             | Health Benefits - November 2007   | * | 1,637.47  |           |
| Horizon Blue Cross Blue Shield       | Dental Benefits - November 2007   | * | 73.88     |           |
| J.L. Darling Corp.                   | Fire Investigation Notebooks - Fire Prevention  |   | 1,248.75  |           |
| Martin J. Arbus                      | Legal Services Rendered - August / September 2007 - Planning Board                        |   | 675.00    |           |
| Michael A. Irene Jr.                 | Legal Services Rendered - October 2007 - Zoning Board                                     |   | 425.00    |           |
| Ocean Cove                           | Police Outside Overtime Refund  |   | 192.00    |           |
| Phillips Preiss Shapiro Assoc.       | Professional Services Rendered - October 2007 - Zoning Board                              |   | 1,426.25  |           |
| The Will-Burt Co.                    | Light Tower & Cables for Investigation Truck - Fire Prevention                            |   | 11,750.00 |           |
| Thomas Bostwick/Art Acker            | RCA Housing Rehab Project - 365 MacArthur Ave. - Community Dev.                           |   | 13,500.00 |           |
| Vision Service Plan                  | Vision - November 2007  | * | 12.76     |           |

**TOTAL TRUST OTHER**

197,395.54

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE