

WORKSHOP SESSION

CITY COUNCIL

NOVEMBER 27, 2007

6:00 P.M.

DISCUSSIONS:

- 1) HELIPORT - KEVIN HAYES
- 2) FEE INCREASES / HEALTH DEPARTMENT - DAVID ROACH
- 3) PURCHASE OF TAKANASSEE BEACH CLUB GREEN ACRES -
COUNCILMAN UNGER
- 4) BEACH ORDINANCE - COUNCILMAN UNGER
- 5) FIRE DEPARTMENT LEASE ORDINANCE - MR. AARON
- 6) REVIEW OF REGULAR MEETING AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

NOVEMBER 27, 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:

NOVEMBER 7, 2007

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

#43-07 AN ORDINANCE AMENDMENT TO ORDINANCE NO. 325-30 SCHEDULE V: (325-30) WESTWOOD AVENUE (INTRODUCED: NOVEMBER 7, 2007)

**ORDINANCES FOR INTRODUCTION:
PUBLIC HEARING SCHEDULED FOR DECEMBER 11, 2007**

#44-07 AN ORDINANCE AMENDING SECTION 325-30 TO PROVIDE FOR PARKING RESTRICTIONS ON THE WEST SIDE OF OCEAN AVENUE BETWEEN NEW COURT AND WEST END COURT

#45-07 AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING TITLES AND SETTING SALARIES FOR CERTAIN EMPLOYEES OF THE CITY OF LONG BRANCH FOR THE YEAR 2007

PUBLIC PARTICIPATION:

RESOLUTIONS:

R298-07 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF DODGE CHARGER LAW ENFORCEMENT VEHICLE FOR THE DEPARTMENT OF PUBLIC SAFETY (HERTRICH FLEET SERVICE)

R299-07 RESOLUTION AUTHORIZING BID FOR LEASE/PURCHASE OF LAW ENFORCEMENT VEHICLES FOR THE PUBLIC SAFETY DEPARTMENT (WARNOCK FLEET)

R300-07 RESOLUTION ACCEPTING DONATION OF ONE BULLETPROOF VEST FOR SGT. JEFFREY PILONE (FIGLIA DI COLUMBO)

R301-07 RESOLUTION AUTHORIZING AUCTION OF ABANDONED VEHICLES

R302-07 RESOLUTION TO REFUND HOMESTEAD REBATE RECEIVED BY THE CITY OF LONG BRANCH

R303-07 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A MONMOUTH COUNTY TAX BOARD JUDGMENT

R304-07 RESOLUTION TO REFUND OVERPAYMENT OF 2007 TAXES

R305-07 RESOLUTION ACCEPTING DONATION OF SERVICES RELATIVE TO EMERGENCY HELIPORT DEVELOPMENT (RAYMOND A. SYMS & ASSOCIATES)

R306-07 RESOLUTION AUTHORIZING AUCTION OF ABANDONED VEHICLES

R307-07 RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE

R308-07 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF HIGHWAY TRAFFIC SAFETY COPS IN SHOPS PROGRAM \$2,000.00

R309-07 RESOLUTION SPECIAL ITEM OF REVENUE U.S. DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP GRANT

R310-07 RESOLUTION 2007 BUDGET APPROPRIATION TRANSFERS

R311-07 RESOLUTION APPROVAL PAYMENT OF BILLS

APPLICATIONS:

1. APPROVAL OF A RAFFLE LICENSE FOR MONMOUTH MEDICAL CENTER FOUNDATION
2. APPROVAL OF A RAFFLE LICENSE FOR THE LONG BRANCH FIRE DEPARTMENT
3. APPROVAL OF THE TRANSFER OF A TAXI OWNERS LICENSE FROM ARTHUR RUSSOMANO TO GHULAM KHAN
4. APPROVAL OF A RAFFLE LICENSE FOR AMERIGO VESPUCCI CHARITABLE FUND

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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, an investigation was undertaken to determine whether or not there should be a limit to parking in front of 184 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.

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

Ordinance No.

44-07

ORDINANCE AMENDING SECTION 325-30 TO PROVIDE FOR PARKING RESTRICTIONS ON THE WEST SIDE OF OCEAN AVENUE BETWEEN NEW COURT AND WEST END COURT

WHEREAS, the police department of the City of Long Branch has conducted an investigation into possible parking solutions for the business area in the west end section in the City of Long Branch between West End Court and New Court the west side of the street; and

WHEREAS, the police investigation indicated that the businesses in the above location have been in dispute of the parking in front of the respective stores for some period of time; and

WHEREAS, the traffic unit of the police department of the City of Long Branch has reviewed the issues and as part of the investigation spoken to the effected business owners; and

WHEREAS, the traffic department of the City of Long Branch has come to a potential solution that could satisfy the needs of the businesses at the within location and;

WHEREAS, the solution to the problem of parking would be an amendment to the parking ordinance whereby the three end spots would be the last three spots closest to New Court and West End Court respectively would be fifteen minute parking and the center would be 7 parking spaces on Ocean Avenue between New Court and West End Court would be 2 hour parking; and

WHEREAS, the reason for the 2 hour limit in the center of the block is that patrons of the law offices and the hair salon which occupy businesses on the block would need a longer time limit than 15 minutes; and

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Long Branch that ordinance §325-30 be amended to limit parking on the West side of Ocean Avenue between New Court and West End Court as follows:

The last three end parking spaces closest to New Court and West End Court respectively would be 15 minute parking only. The remaining seven parking spaces in the middle of the parking lot would be 2 hour parking seven days per week, 24 hours per day and all other sections of the within ordinance shall remain unchanged.

NAME OF STREET	SIDE	TIME LIMIT (HOURS/DAYS)	LOCATION
Ocean Avenue	West	15 minutes and 2 hours parking limit 8:00 a.m. to 8:00 p.m., Monday through Saturday	Between West End Court and New Court

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

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

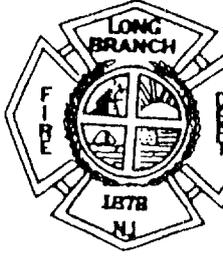
IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR



CITY OF LONG BRANCH
OFFICE OF THE DIRECTOR OF PUBLIC SAFETY

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



TO: Howard H. Woolley, Jr.
Business Administrator

FROM: William A. Richards
Director of Public Safety

DATE: November 9, 2007

Please see attached proposal, which we have discussed, regarding changes to the parking regimen on the west side of Ocean Avenue, between New Court and West End Court.


William A. Richards
Director of Public Safety

WAR/sam

cc: Irene Joline, City Clerk

OK



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

To: Kathy Schmelz.

From: Ptl. Thomas Hueston #294

Date: 11/8/2007

Ref: Possible parking solutions for business area.

Kathy.

I'm writing you at this time, requesting a proposed change to the parking restrictions in the area of Ocean Ave., between New Ct. and West end Ct. on the west side of the street .

The businesses in this location have been disputing over the parking in front of the stores for some time. At this time the Traffic Unit has reviewed the issues, and spoke to the affected businesses. This office has come to a solution that should satisfy the needs of the businesses at this location, by making the end three spots on both ends a 15-minute limit. The remaining seven spaces in the center would be 2hours, for patrons of the law offices or the hair salon, which would need a longer time limit.

Enclosed is a proposed ordinance change and a drawing as a visual aid.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Ptl. Thomas Hueston #294", written over the typed name.

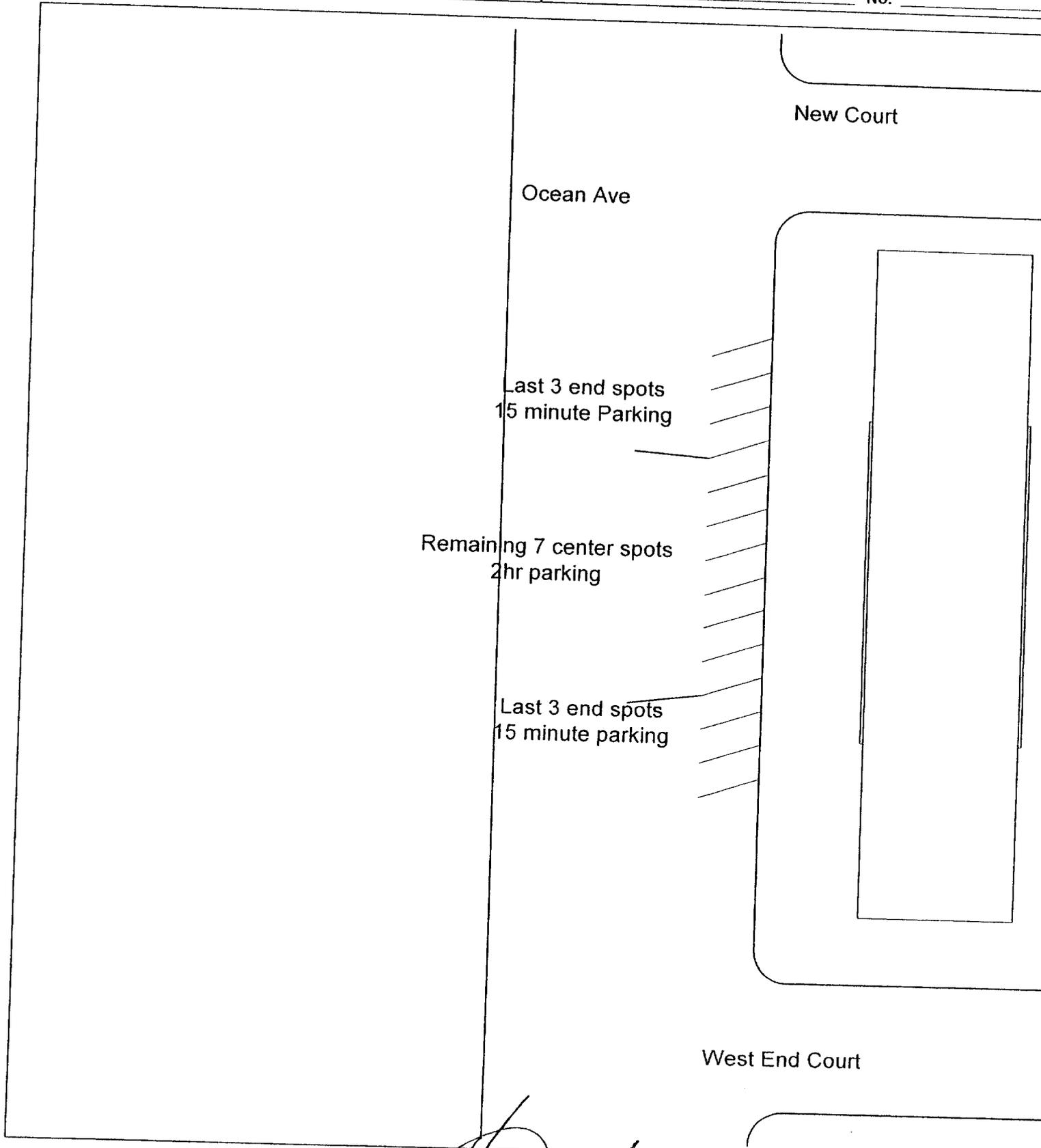
Ptl. Thomas Hueston #294
Traffic safety Unit.

STATE OF NEW JERSEY
MOTOR VEHICLE CRASH DIAGRAM

Police Agency _____

Station _____

Case
No. _____



NJTR-1B

A handwritten signature in black ink, appearing to read 'P. J. ...', is written over the 'Officer's Signature' line.

Officer's Signature

Badge Number _____

Proposed parking time limits

325-30

Name of Street	Side	Time limit (hours/days)	Location
Ocean Ave.	West side	15 Minute & 2 hour parking limit Monday through Saturday, 8am to 8pm.	Between West End Court and New Court

45-07

**AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING
TITLES AND SETTING SALARIES FOR CERTAIN EMPLOYEES
OF THE CITY OF LONG BRANCH FOR THE YEAR 2007**

BE IT ORDAINED BY THE MAYOR AND COUNCIL AS FOLLOWS:

The following titles and salaries are hereby amended and adopted as and for each and every class of position set forth on the attached.

The salary range herein described represents a minimum (where specified) and maximum salary for the title designation. It is the intent of the Ordinance to limit the maximum salary for all titles.

The City has attempted to break down the titles according to bargaining unit, for purposes of future bargaining. It is not the intention of the City to determine to which unit a position may or may not belong.

The purpose of the salary ordinance is to determine minimum and maximum salaries only, and the titles and positions should be considered as one ordinance, not by category.

Any portion of any existing salary ordinance inconsistent with this ordinance is hereby repealed.

This Ordinance shall take effect immediately upon its passing and publication according to law.

Minimum	2007	Maximum
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C. W. A. Local 1034 BLUE COLLAR UNIT	
Assistant Sanitation Supervisor	
Assistant Supervisor of Roads	
Building Maintenance Worker	
Equipment Operator	
Heavy Equipment Operator	
Laborer	
Maintenance Repairer	
Mechanic	
Mechanic Helper	
Mechanic / Diesel	
Mechanic / Welder	
Public Works Repairer	
Sanitation Driver	
Sanitation Worker	
Senior Building Maintenance Worker	
Streets Inspector	
Supervising Groundskeeper	
Traffic Maintenance Worker	
Truck Driver	
Truck Driver - Heavy	
Week End Pickup	

Hourly	Minimum	Maximum
16.77	35,016.00	43,702.00
16.77	35,016.00	58,756.00
14.66	30,610.00	43,201.00
15.22	31,779.00	31,779.00
16.25	33,930.00	46,959.00
14.66	30,610.00	45,456.00
15.22	31,779.00	31,779.00
16.25	33,930.00	48,045.00
14.66	30,610.00	36,331.00
16.25	33,930.00	48,045.00
16.25	33,930.00	33,930.00
15.22	31,779.00	42,115.00
15.73	32,844.00	46,667.00
14.66	30,610.00	38,649.00
15.73	32,844.00	42,115.00
16.77	35,016.00	50,216.00
16.77	35,016.00	48,045.00
15.22	31,779.00	47,815.00
15.22	31,779.00	46,688.00
15.73	32,844.00	46,667.00
	30.00	100.00

Minimum	2007	Maximum
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FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL 68	
Academy	
Probationary	
Firefighter	

	31,993.00
	39,991.00
44,790.00	87,425.00

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL 68A	
Lieutenant	
Captain	

97,401.00
108,601.00

Minimum	2007	Maximum
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UNITED FOOD AND COMMERCIAL WORKERS LOCAL 152 (MANAGEMENT)	
Administrative Analyst	
Administrative Clerk	
Administrative Secretary - Health	
Assistant Director of Economic & Industrial Development	
Assistant Director of Public Works	
Assistant Planning Director	
Assistant Supervisor of Senior Citizen Activities	
Building Inspector	
Comptroller	
Construction Official	
Director of Building & Development	
Director of Community Development	
Director of Health	
Director of Maintenance Services	
Director of Public Works	
Director of Recreation and Human Services	
Director of Senior Citizen Affairs	
Electrical Sub-Code Official	
Electrician	
Fire Official	
Fire Prevention Specialist	
General Supervisor Public Works	
General Supervisor, Roads	
General Supervisor, Sanitation	
Municipal Court Administrator	
Principal Personnel Clerk	
Project Analyst	
Project Coordinator / Drug & Alcohol Abuse	
Program Coordinator - Drug & Alcohol Abuse	
Purchasing Agent	
Recreation Supervisor	
Sanitary Inspector	
Sanitary Inspector- Trainee	
Supervising Clerk Typist	
Supervising Fire Prevention Specialist	
Supervisor Garage Services	
Supervisor, Traffic Maintenance	
Supervisor of Senior Center & Outreach & Ref.	
Tax Assessor	
Tax Collector	

17,500.00	41,493.00
17,500.00	37,782.00
17,500.00	40,843.00
20,000.00	66,278.00
20,000.00	64,185.00
20,000.00	84,723.00
20,000.00	32,798.00
25,000.00	52,042.00
25,000.00	83,071.00
25,000.00	79,397.00
25,000.00	91,889.00
20,000.00	80,903.00
35,000.00	105,321.00
25,000.00	51,593.00
25,000.00	96,045.00
25,000.00	80,521.00
20,000.00	59,025.00
25,000.00	60,979.00
45,000.00	85,000.00
20,000.00	85,748.00
19,500.00	44,187.00
19,500.00	56,506.00
19,500.00	59,576.00
25,000.00	56,304.00
20,000.00	58,330.00
22,000.00	51,939.00
20,000.00	46,064.00
20,000.00	56,765.00
25,000.00	42,743.00
25,000.00	92,805.00
17,000.00	35,000.00
25,000.00	56,514.00
22,000.00	25,000.00
20,000.00	34,347.00
22,000.00	52,096.00
22,000.00	52,125.00
17,500.00	48,211.00
20,000.00	48,713.00
25,000.00	65,052.00
25,000.00	99,368.00

Minimum	2007	Maximum
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**PATROLMAN'S BENEVOLENT ASSOCIATION
LOCAL 10**

Academy
Probationary
Patrolman

44,790.00

31,993.00
39,991.00
87,425.00

**SUPERIOR OFFICERS ASSOCIATION
LOCAL 10 (POLICE)**

Sargeant
Lieutenant
Captain

97,401.00
108,601.00
121,091.00

Minimum	2007	Maximum
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International Brotherhood of Teamsters, (Local 210,
AFL-CIO), Long Branch School Crossing Guards

Crossing Guards

11.74	Hr.	13.69
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C. W. A. Local 1034
CLERICAL WORKERS

Minimum	2007	Maximum
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	Hourly		
Account Clerk	12.28	25,641.00	32,343.00
Animal Control Officer	13.06	27,269.00	36,456.00
Assistant Violations Clerk	12.28	25,641.00	27,269.00
Clerk	12.28	25,641.00	31,257.00
Clerk - Bi-lingual	13.06	27,269.00	28,272.00
Clerk Typist	13.06	27,269.00	34,389.00
Data Processing Tech.	12.28	25,641.00	40,591.00
Deputy Municipal Court Administrator	13.06	27,269.00	38,503.00
Health Inspector	13.06	27,269.00	32,343.00
Payroll Clerk	12.28	25,641.00	25,641.00
Principal Account Clerk	13.06	27,269.00	54,977.00
Principal Clerk Typist	13.06	27,269.00	27,269.00
Principal Payroll Clerk	13.06	27,269.00	46,479.00
Public Safety Telecommunicator	12.28	25,641.00	40,591.00
Public Safety Telecommunicator - Trainee	12.28	25,641.00	25,641.00
Purchasing Assistant	13.06	27,269.00	39,484.00
Registrar - Vital Statistics	13.06	27,269.00	43,952.00
Senior Clerk Typist	13.06	27,269.00	37,459.00
Senior Payroll Clerk	13.06	27,269.00	43,952.00
Senior Police Radio Dispatcher	13.06	27,269.00	45,184.00
Senior Purchasing Assistant	13.06	27,269.00	27,269.00
Senior Assessing Aide	13.06	27,269.00	32,343.00
Telephone Operator	12.28	25,641.00	33,366.00
Technical Assistant, Office of Construction Official	13.06	27,269.00	27,269.00
Violation Clerk	13.06	27,269.00	31,257.00

Minimum	2007	Maximum
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NON-UNION POSITIONS

Non-Union Appointed Positions

City Attorney		30,000.00
Elections Clerk		2,000.00

Prosecutor / Assistant City Attorney		30,000.00
Municipal Magistrate	20,000.00	47,500.00
Public Defender		22,000.00

Secretary, Board/Commission	500.00	3,600.00
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Municipal Emergency Management Coordinator	500.00	5,000.00
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Attorney (Planning Board)	1,800.00	3,600.00
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Attorney (Zoning Board of Adjustment)	3,000.00	6,000.00
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Non-Union - Elected Officials

Mayor		8,000.00
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Councilman		3,500.00
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Non-Union Full Time Positions

Administrative Secretary	20,000.00	50,177.00
Confidential Aide to the Mayor	35,000.00	100,000.00
Deputy Municipal Clerk	17,500.00	44,411.00
Clerk Transcriber	17,500.00	41,852.00
Municipal Clerk	35,000.00	82,455.00
Secretary to Mayor	20,000.00	44,750.00

Business Administrator	45,000.00	132,484.00
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Director of Finance	40,000.00	159,398.00
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Chief Financial Officer	40,000.00	159,398.00
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Director of Public Safety	35,000.00	146,910.00
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Minimum	2007	Maximum
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Non-Union Part Time Positions

Alcohol & Drug Counselor	10.00	Hr.	18.00
Animal Control Officer	6.00	Hr.	12.00
Clerk Typist (p/t)	6.00	Hr.	10.00
Clerk (p/t)	6.00	Hr.	10.00
Communications Operator (p/t)	7.50	Hr.	11.00
Custodian (p/t)	6.00	Hr.	10.00
Electrician	20.00	Hr.	50.00
Fire Prevention Specialists (p/t)	8.00	Hr.	16.25
Health Inspector	8.00	Hr.	20.00
Omnibus Operator (p/t)	7.00	Hr.	15.00
Plumbing / Fire Inspector HHS	20.00	Hr.	40.00
Recreation Aide (p/t)	6.00	Hr.	8.00
Sanitary Inspector (p/t)	10.00	Hr.	18.00
Zoning Officer	15.00	Hr.	37.50

Building Inspector / Plumbing Inspector (p/t)	10,000.00		23,770.00
Electrical Sub-Code Official (20 Hr wk)	10,000.00		20,000.00
Electrical Inspector (p/t)	5,000.00		26,308.00
Fire Protection Sub-Code Official	3,000.00		10,000.00
Grants Manager	2,500.00		6,505.00
Plumbing Sub-Code Official (20 Hr wk)	12,000.00		20,000.00
Plumbing Inspector (HHS Fire Insp)	12,000.00		38,418.00
Risk Manager	10,000.00		38,418.00
Zoning Officer	10,000.00		61,221.00

Non-Union Seasonal Beach Positions

Beach Cleaners	6.00	Hr.	8.00	Hr.
Beach Manager (p/t)	75.00	Day	1,100.00	Wk
Confort Station Attendant	6.00	Hr.	8.00	Hr.
Lifeguards	6.00	Hr.	11.00	Hr.
Ticket Attendants	6.00	Hr.	8.00	Hr.

Non-Union Seasonal Recreation / Temporary Positions
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Custodians	6.00	Hr.	9.00	Hr.
Recreation Leaders, Seasonal	6.00	Hr.	9.00	Hr.
Recreation Program Supervisors (p/t)	7.00	Hr.	9.00	Hr.
Laborer - Light	6.00	Hr.	9.00	Hr.

Non-Union Uniformed Positions

Special Police Full Time		Hr.	13.00	Hr.
Special Police Part Time	6.00	Hr.	11.00	Hr.

R# 298-07

**RESOLUTION AWARDING CONTRACT FOR PURCHASE
OF DODGE CHARGER LAW ENFORCEMENT VEHICLE
FOR THE DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, the City of Long Branch has the need to purchase a law enforcement vehicle for use by its Department of Public Safety, Division of Police, to replace a Traffic Division vehicle; 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 Dodge Charger law enforcement, police-package vehicle (Contract #F-182-2007) from Hertrich Fleet Services, Milford, DE, for a cost not to exceed \$20,162, in accordance with the documents annexed hereto, and it is the recommendation of the Public Safety Director that this vehicle will meet the needs of his department, and that it is in the City's best interest to award a contract to this company for said vehicle; 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 2007 Budget, Department of Public Safety, Division of Police, **Appropriation Line Item #7-01-062-399, in an amount not to exceed \$15,162, and Trust Budget, Insurance, Appropriation #T-14-100-092 in an amount not to exceed \$5,000.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Hertrich Fleet Services**, for purchase of a Dodge Charger law enforcement, police-package vehicle, in accordance with the terms and conditions of Monmouth County contract #F-182-2007, **for a cost not to exceed \$20,162.**

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:

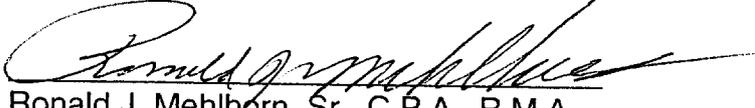
**CONTRACT FOR PURCHASE OF LAW
ENFORCEMENT VEHICLE FOR POLICE DEPARTMENT**

Said contract being made as follows:

HERTRICH FLEET	\$20,162
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Said funds being available in the form of:

<u>2006 BUDGET</u>	
DEPARTMENT OF PUBLIC SAFETY	
DIVISION OF POLICE	
APPRO. #7-01-062-399	\$15,162
<u>TRUST BUDGET</u>	
INSURANCE	
APPRO. #T-14-100-092	\$ 5,000


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

11/20/17
Date

CONTRACTOR, which payment according to the estimated quantities will amount to a sum not to exceed \$20,162.00 (twenty thousand one hundred and sixty two dollars).

Payments to be made in accordance with the **OWNER'S** requirement for submission of invoices and vouchers and approval by authorized official(s).

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 SEVEN: PERFORMANCE BOND: NOT REQUIRED

ARTICLE EIGHT: LIQUIDATED DAMAGES: NOT APPLICABLE

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

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

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

OWNER: CITY OF LONG BRANCH

Attested by:

Date:

Irene A. Joline, City Clerk

Adam Schneider, Mayor

CONTRACTOR:

By: _____

Attested by:

Title

Date: _____



directory

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F-182-2007

FURNISH AND DELIVER ONE (1) 2007 OR CURRENT PRODUCTION MODEL DODGE CHARGER LAW ENFORCEMENT POLICE PACKAGED VEHICLE, OR EQUIVALENT, FOR THE SHERIFF'S DIVISION (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
HERTRICH FLEET SERVICES 800-698-9825			
1	2007 OR CURRENT PRODUCTION MODEL DODGE CHARGER LAW ENFORCEMENT POLICE PACKAGED VEHICLE, OR EQUIVALENT, FOR THE SHERIFF'S DIVISION FEATURES AND OPTIONS: -BASE UNIT TO BE MODEL LXDH48 SIX-CYLINDER, FIVE-SPEED AUTOMATIC TRANSMISSION -POLICE PACKAGED RWD--- FRONT DOME LIGHT, POWER HEATED MIRRORS--- -AIR CONDITIONING--- -REAR SEAT VINYL--- -CLOTH BUCKET FRONT--- -POWER WINDOW & DOOR LOCKS--- -REAR HANDLES INOPERABLE--- -COURTESY LAMP DISABLE WITH PUSH BUTTON--- -VINYL FLOOR COVERING--- -VEHICLE SHALL BE UN-MARKED--- -NO ROOF WIRING--- -NO SPOTLIGHT(S)--- -COLOR: EXTERIOR WHITE WITH DARK GRAPHITE INTERIOR.	ONLY	\$20,162.00

2008 DODGE CHARGER POLICE VEHICLE

Standard Features:

Advanced Multistage Front Air Bags
Air Conditioning
Rear Window Defroster
Instrumentation: 160 mph Certified Calibrated Speedometer, Tachometer, Odometer Trip Odometer,
Fuel and Temp Gauges

Remote Keyless Entry
Power Mirrors
Speed Control
Tilt Steering Column
Power Windows and Door Locks
Bodyside Moldings
Height Adjustable Front Seat Belts
Speed Sensitive Intermittent Wiper System
Interior Lighting: Dual Maplights, Rear Courtesy Lamps and Trunk Light
Quad Halogen Headlamps with Auto On-Off feature
3.5L V6 engine w/ 250 hp and 250 lb-ft torque
19 gallon Fuel Tank
Severe Duty Cooling System, including external engine oil, trans. and power
steering coolers

5 speed Automatic Overdrive Transmission with Column Mounted Shifter and
AutoStick

4 wheel HD Disc Brakes with Anti Lock and All Speed Traction Control
4 Wheel Independent Performance Suspension
Police Performance Electronic Stability Program w/Emergency Brake Assist
Police Performance Tuned Power Rack and Pinion Steering
P225/60R 18 BSW V Rated performance tires w/ 18"x7.5" steel wheels and bright center caps
Tire Pressure Monitoring System
160 amp Alternator
800 CCA Battery
HD Cloth Front Bucket Seats and Rear Cloth Bench Seat
Am/Fm Single CD Stereo Radio with Clock and 4 Speakers
Single key with separate Remote Keyless Entry fob
Easy Path Wiring Grommet in Firewall
Center Instrument Stack Power Connector w/ (3)-20 amp battery feeds and
(3)-20 amp ignition feeds

(3) 18 ga wire pairs run from front bumper to interior for installation of customer
supplied siren, lights, etc.

Dual Spotlight Prep Package
Dome Lamp Door Switches Deactivated
Software Controlled WigWag headlight/taillight capability
Engine Hour Meter
Door Light Switches Deactivated
Stealth Mode Switch
Underhood Lamp
Police Equipment Interface Module

"X" options are included in the County Contract Price of \$20162.

OPTIONAL EQUIPMENT

- 5.7L V8 Hemi Engine w/Multi Displacement System, 340 hp, 390 lb-ft torque
- Black Vinyl Floor Covering
- Front/Rear Floor Mats (n/a with Vinyl Floor Covering)
- Fleet Key Alike (4 codes available: GXF, GXA, GXE, GXG)
- LH Spotlight, pillar mounted (Black or Chrome)
- LH and RH Spotlights, pillar mounted (Black or Chrome)
- Full Size Spare Tire (includes battery cover and cargo compartment mat)
- 8 way Power Drivers Seat
- Vinyl Rear Bench Seat
- 18" Wheel Covers
- Delete Front Door Moldings (shipped with vehicle)
- Deactivate Rear Windows and Doors
- ~~Emergency Rear Door Lock Override~~
- Heated Outside Mirrors
- Engine Block Heater
- Police Equipment Mounting Bracket
- Front Dome Lamp, White and Red LED
- Supplemental Side Curtain Air Bags
- Daytime Running Lights

Available Exterior Colors: Stone White, Bright Silver, Brilliant Black, Dark Titanium, Steel Blue (All paints are Clearcoat). Inferno Red, Torred Red, Light Sandstone available at extra cost.

For further information, please contact:

Mike Wright
Russ Evans
Hertrich Fleet Services, Inc.
1427 Bay Rd
Milford De 19963

Ph: 800-698-9825
Fx: 302-424-5286

P



Hertrich Fleet Services, Inc.

1427 Bay Road

Milford, DE 19963

FAX

To: Long Branch
 Carol Mellaci
 Ph 732-571-5656
 Fx 732-222-1516

From:

Russ Evans
 Mike Wright
 Susan Hickey

Date: 11/2/07
 Number of Pages: 3
 Phone: 302-422-3300
 Fax: 302-424-5286
 E-Mail: russ.evans@hertrichfleet.com
MWright@hertrichfleet.com

Remarks:

Charger Specs - 800-698-9825

Thanks

R# 299-07

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

WHEREAS, the City of Long Branch has the need to replace vehicles assigned to the Department of Public Safety, Division of Fire, and the Office of the Director of Building and Development (and Fire Official); and

WHEREAS, the City has advertised to receive bids on November 16, 2007, for thirty-six month lease/purchase of two full size law enforcement vehicles, and the following bids were received:

Winner Ford	\$47,728.16
Monthly lease-\$1,316.06	
Buy-Out \$1	
Doc Fee \$350	
Warnock Automotive, d/b/a Warnock Fleet	\$47,866.81
Monthly lease-\$1,319.86	
Buy-Out \$1	
Doc Fee \$350	

WHEREAS, the bid documents were reviewed by the Purchasing Agent and it was determined that the bid from Winner Ford was missing the NJ Business Registration, and this is a statutory requirement, the absence of which is mandatory cause for rejection of the bid, and Winner Ford was notified of said intended action; and

WHEREAS, the bid from Warnock Fleet contained computation errors, and should Be: monthly lease of \$1,319.93 (last payment of \$1,319.26), plus \$1 buy-out, and \$350 document fee, for a total bid price of \$47,867.81.

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, Department of Public Safety, Division of Fire, **Appropriation #7-01-062-399, in the amount of \$834.96**, and Office of the Director of Building and development, **Appropriation #7-01-126-399, in the amount of \$834.96**, with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2008 and future budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract for thirty-six month lease/purchase of two 2008 Ford Crown Victoria vehicles be awarded to Warnock Automotive/dba Warnock Fleet, in accordance with the bid specifications and proposal, **for a sum not to exceed \$47,867.81.**

BE IT FURTHER RESOLVED that, subsequent to execution of the contract documents by Warnock Fleet, the City hereby approves assignment of the lease payments to Ford Credit as detailed in the bidder's proposal.

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

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**36 MONTH LEASE/PURCHASE OF VEHICLES FOR
DIVISION OF FIRE AND OFFICE OF BUILDING & DEVELOPMENT**

Said contract being made as follows:

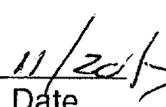
WARNOCK AUTOMOTIVE DBA WARNOCK FLEET	\$47,867.81
---	--------------------

Said funds being available in the form of:

<u>2007 BUDGET</u>	
DEPARTMENT OF PUBLIC SAFETY	
DIVISION OF FIRE	
APPRO. #7-01-066-399	\$834.96*
DIRECTOR OF BLDG. & DEVELOPMENT	
APPRO. #7-01-126-399	\$834.96*

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


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


Date

CONTRACT

THIS AGREEMENT MADE THIS DAY OF , IN THE YEAR ,

**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 Warnock Automotive/dba Warnock Fleet
175 Route 10
P O Box 524
East Hanover, NJ 07936-0524**

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 a thirty-six month lease/purchase of two 2008 Ford Crown Victoria vehicles in accordance with the bid specifications and proposal herein attached.

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 **\$47,867.81 (forty seven thousand eight hundred sixty seven dollars and eighty one cents)**

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

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

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

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

ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:

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

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

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

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

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

OWNER: CITY OF LONG BRANCH

Adam Schneider, Mayor

Attested by: _____

Date: _____

Irene A. Joline, City Clerk
PACO

CONTRACTOR:

By: _____

Attested by:

Title

Date: _____

**CITY OF LONG BRANCH
Notice to Bidders**

Notice is hereby given that sealed bids will be received by the Council of the City of Long Branch, New Jersey, for:

**CONTRACT FOR 36 MONTH LEASE/PURCHASE OR TWO FULL-SIZE
LAW ENFORCEMENT VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY**

Bids will be opened and read in public by the Purchasing Agent, or her designate, in the City Council Caucus Room, Second Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey, on:

FRIDAY, NOVEMBER 9, 2007 AT 2 PM PREVAILING TIME

Specifications will be on file in the Purchasing Office and may be examined by prospective bidders during regular business hours. Bidders may obtain a copy of the bid package by request to the Purchasing Office. Specifications will not be faxed, nor will faxed proposals be accepted.

Proposals must be made on the standard Proposal Form provided, and must be enclosed in a sealed envelope addressed to: City Clerk, City of Long Branch, 344 Broadway, Long Branch, NJ, 07740. The outside of the envelope must be clearly marked "**BID: LEASE/PURCHASE VEHICLES**", and indicate the name and address of the bidder.

Bids must be accompanied by Bid Security in the form of certified check or bid bond, drawn to the order of the City of Long Branch, for not less than ten (10) % of the bid, except that the bid security not exceed \$20,000.

Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), and with requirements of P.L. 1977, c. 33.

In accordance with P.L. 2004, Chapter 57, bid proposals must be accompanied by a copy of Bidder's valid New Jersey Business Registration Certificate (FORM-BRC) as issued by New Jersey State Department of Treasury, Division of Revenue, or the bid can not be considered.

The City of Long Branch reserves the right to require a complete financial and experience statement from bidders showing they have satisfactorily completed work of a similar nature before awarding the contract. The City also reserves the right to reject any or all bids, or to increase or decrease the quantities as designated in the Specifications.

In the event it is not possible to be present at the time and place of the bid opening, bids may be mailed to the City Clerk, Municipal Building, 344 Broadway, Long Branch, NJ 07740.

Carol A. Mellaci
Purchasing Agent

CITY OF LONG BRANCH INFORMATION TO BIDDERS

1. Receipt of Bids

Sealed bids will be received by the City Clerk and, at the date, time, and location stated in the Notice to Bidders, shall be publicly opened and read aloud by the Purchasing Agent, or his/her designee.

2. Form of Proposal

a. No oral, telephone, telegraph or faxed bids, bid documents or bid modifications will be accepted. Bid price must remain firm for sixty (60) days from date of opening.

b. The Bid Proposal shall be enclosed in a sealed envelope, addressed to City of Long Branch, Office of the City Clerk, 344 Broadway, Long Branch, NJ 07740, and bearing, on the face of the envelope, (1) the name and address of the bidder, and (2) clearly marked "BID", with the bid title and/or bid #. The City will not be responsible for bids that are misaddressed and therefore not delivered to the Office of the City Clerk prior to the date and time of the bid opening. Such bids may be considered as late and, therefore, returned unopened.

c. All bids must be submitted on forms prepared by and available from the Purchasing Department. All proposal forms must be filled out and signed in ink or ball point pen by a person authorized to do so. Bid prices must be written in ink or typewritten. Any changes, white-puts, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

d. Each bid proposal form must give the full business address of the bidder, and must be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners, and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the state in which it is incorporated, and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

e. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the bids, and/or may reject any or all bids if deemed in its best interest.

3. Signature

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation, the bid shall be signed by two properly authorized officers of the corporation. The bid shall indicate whether the bidder is an individual, a partnership or a corporation.

In the case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated and the names of its officers shall be given.

4. Withdrawal of Bid

Sealed bids forwarded to the City before the time of the opening of the bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) days.

5. Late Bids

It is the bidder's responsibility to see that its bid is presented to the City on the hour and at the place designated in the Notice to Bidders. Bids may be hand delivered or mailed through U.S. Postal Service or private delivery service; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in Section 2b, above, must also appear on the outside to the delivery company envelope. Bids received after the designated time and date will not be considered, and will be returned to the bidder unopened.

6. Request for Bid Package

Prospective bidders may obtain a bid package by applying in person to the Purchasing Department, Municipal Building, First Floor, 344 Broadway, Long Branch, during regular business hours, or by requesting the bid package by phone or mail. The City will be responsible for putting the package in the mail but assumes no responsibility for the bidder's receipt of same.

7. Obligation of Bidder

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this Proposal.

8. Proposal Security

Each bid will be accompanied by either a certified check, cashier's check or bid bond in the amount of ten (10) percent of the bid, unless indicated otherwise in the bid specifications, payable to the City of Long Branch. Such Proposal Security will be returned to the unsuccessful bidders within sixty (60) days after the formal opening of the bids. The Proposal security of the successful bidder will be returned within ten (10) days after the City and the successful bidder have executed a contract for the proposed purchase and performance bond has been provided to the City or, if no contract is executed, within sixty (60) days after the date of the opening of the bids, upon the demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

In accordance with New Jersey Statute, failure to submit this security will result in rejection of the bid.

9. Certificate of Surety

Each Proposal must, if indicated on the Bidder's Check List, be accompanied by Certificate of Surety. Said Certificate shall be from bonding company, registered to do business in the State of New Jersey, guaranteeing that it will, upon award of the contract to the bidder, provide a performance bond or 100% of the contract. A sample Certificate of Surety is incorporated into these specifications. **In accordance with New Jersey Statute, failure to provide the Certificate of Surety, if required in the Notice to Bidders, will result in rejection of the bid.**

10. Performance Bond

If indicated as a requirement in the Notice to Bidders, the successful bidder will be required to provide, simultaneously with the delivery of the executed contract, an executed Performance Bond, in the amount of one hundred percent (100%) of the acceptable bid, as security for the faithful performance of this contract.

Failure to deliver this bond with the executed contract shall be cause for declaring the contract null and void.

11. Public Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, Municipal or School District contract for performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. **In accordance with New Jersey Statute, failure to supply this information with your proposal will result in rejection of the bid.**

12. Non-Collusion

The bidder must submit with his proposal the attached affidavit of non-collusion, which must be signed and notarized. **Failure to include this executed form with your bid proposal will result in rejection of the bid.**

13. Receipt of Addenda

Any necessary addenda to these specifications will be delivered to all prospective bidders by fax and/or mail within the timeframe allowable by law. Bidders must complete Acknowledge of Receipt of Addenda form provided in the bid package. **In accordance with New Jersey Statute, failure to include this executed form with your bid proposal will result in rejection of the bid.**

14. Business Registration

In accordance with P.L. 2004, Chapter 57, all bidders submitting a bid to the City must include, with their bid submission, proof of registration of their business with State of New Jersey, Department of Treasury, Division of Revenue, in the form of a copy of the bidder's valid Business Registration Certificate (see sample form in specification package). Regardless of whether the City may have on file a copy of this form, **in accordance with New Jersey Statute, failure to include your Business Registration Certificate with your bid proposal will result in mandatory rejection of the bid.**

Further, the successful bidder must review and comply with the mandatory language in the attachment entitled Business Registration Certificate Compliance incorporated into these bid specifications. This language will become part of the contract document upon award of the bid.

15. Public Works Contractor's Registration

In accordance with N.J.S.A. 34:11-56.48 et seq., all contractor's bidding on contracts for "public works", and listed subcontractors, in addition to compliance with Prevailing Wage Regulations, must have, at the time of the receipt and opening of bids, a valid Public Works Contractor's Registration, issued by New Jersey Department of Labor, Division of Wage and Hour Compliance, Contractor Registration Section. Bids submitted by unregistered contractors can not be considered. The City requests copy of said registration(s) with the submission of the bid, if possible. The contract will not be awarded until certificates are received from the contractor, and verified with the State for validity.

16. Quantities

Quantities stated in these specifications are estimates of the City's needs. The City reserves the right to increase or decrease quantities, or to completely eliminate any item or items, depending upon its needs, and based on New Jersey Local Public Contracts Law.

17. Brand Names

Brand names are mentioned for the purpose of setting a standard of comparison. Equivalent brands will be accepted if, upon comparison, they prove to be equal. However, note of substitute brands must be made on the Proposal Form. Otherwise, it will be assumed that the bidder will provide the brand named in the specifications.

18. Delivery Cost and Terms

Unless otherwise stated in these specifications, the bid price(s) provided shall be inclusive of any and all costs for packing, crating, containers, and transportation. All transportation charges shall be fully prepaid by the contractor, with terms F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the contractor. In case of rejected materials, the contractor will be responsible for return freight charges.

19. Variations to Specifications

For the purpose of evaluation, the bidder must indicate any variations to the specifications, terms and/or conditions, no matter how slight. If no variations are stated on the Proposal Form, it shall be construed that the bid fully complies with these specifications.

All proposals must be accompanied by product literature, brochures, and additional information as may be necessary to evaluate the product being bid. Failure to provide this literature may be cause for rejection of the bid.

20. Discrepancies in Bid

In the event there is a discrepancy in figures on the Proposal Form, the written figure, if applicable, shall be considered the correct figure. In the event there is no written figure, the unit price shall be considered correct.

21. Acceptance of Bid and Its Effect

Within sixty (60) days after the opening of the bids, the City will act upon them. The acceptance of a bid will be given to the successful bidder by formal written notice of action taken by the Long Branch City Council. No other act of the City or any official shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as hereinafter provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. Acceptance of a bid as provided herein, shall constitute the award of the contract.

22. Bidder's Hearing

In the event that a bid is to be rejected, the bidder will be notified of the proposed action in writing by the Purchasing Agent, and afforded the right to a Hearing before the City's Hearing Officer. The Hearing Officer will make a recommendation to Council based upon the information gathered at the Hearing. Should the bidder fail to request a hearing, he will be barred from challenging the award of the bid.

23. Award of Bid

Award of this bid is subject to availability of funds. The City reserves the right to award the bid on a line item or lump sum basis, or to reject all bids, if deemed in its best interest. In the event of equal or tie bids, the City reserves the right to award, at its discretion, to any one of the tie bidders.

24. Time for Executing the Contract

The bidder whose bid shall be accepted will be required to execute a contract within fifteen (15) days after the notice that his Proposal has been accepted. Failure or neglect to execute the Contract within the said period shall constitute a breach of the agreement effected by the acceptance of the bid and the Proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Specifications.

25. Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the proposal security deposited with his bid.

26. Assignment or Subletting of Contract

The contractor may not assign or sublet this contract, in whole or in part, without prior express written approval of the City Business Administrator.

27. Time of Payment

The City shall make payment within forty-five (45) days after delivery of any purchase, upon request to the Finance Department for payment in the form of signed voucher and invoice.

28. Tax Exemption

The City of Long Branch is exempt from all Federal and State excise, sales, and other taxes. Tax ID number is available upon request to the Comptroller's Office.

29. Prevailing Wages

The successful bidder must comply with provisions of State Labor Laws, and New Jersey Prevailing Wage Act (34:11-56.26 et. seq.), and, if applicable, must submit certified payrolls in form set forth in N.J.A.C. 12:60-6.1(c).

Construction projects funded through Federal government funding must comply with the Federal Davis Bacon Prevailing Wage Act (29CFR, Parts 1, 3, 5), and the provisions of Federal Labor Laws.

30. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder is required to read the Americans with Disabilities language that is part of this specification, and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the act and to hold the City harmless.

31. Affirmative Action

The bidder must read, make himself familiar with, and agree to the terms of the Affirmative Action Statement which immediately follows this section. Further the bidder must complete the Affirmative Action questionnaire incorporated into this bid package.

32. Insurance

The contract shall maintain Workmen's Compensation, General Liability, and Automobile Liability insurance coverage in amounts as required in the bid specifications and subject to City approval, and, if requested, shall name the City as also insured.

33. Indemnification

The bidder, if awarded a contract, agrees to protect, defend and save harmless the City, its agents, servants, employees, and assigns against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the City, its agents, servants, employees, and assigns from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents. This indemnification and save harmless obligation shall include cost of providing for defense of the City of Long Branch in any type of action filed against the City.

34. Contract Forms

Incorporated into this bid package is a sample of the City's standard contract form. All prospective bidders should familiarize themselves with this form in the event they are awarded the bid.

35. Definition

The terms "bidder", "vendor", and "contractor", as mentioned in these specifications, shall be considered to be synonymous.

36. Preference for Domestic Products

Pursuant to 40A:11-18 of the revised Statutes of the State of New Jersey, only manufactured products of the United States, wherever available, shall be used in connection with this contract. Bidders intending to claim domestic preference must submit with their bid documentation that the products or goods being provided under this bid are solely made, manufactured, assembled in the United States of America, including detail on the point of origin of the goods and/or all its components. Additionally, the bidder must provide an affidavit certifying that the products or goods are American made or manufactured.

37. Material Safety Data Sheets

In accordance with Workers and Community Right to Know Act (N.J.S.A. 34:5a-1 et seq) the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9), which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each bidder must furnish the City of Long Branch with a MSDS (Material Safety Data Sheet) for each product they supply to the City which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These MSDS must be submitted to the City of Long Branch upon award of bid and signing of the contract documents. The City of Long Branch reserves the right to request a copy of the applicable MSDS be forwarded to the appropriate department with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-9, each product shall have a label affixed or stenciled onto any container that contains such substances and is going to be supplied to the City.

38. Non-Appropriation of Funds

In accordance with New Jersey Statutes, multi-year contracts, and contracts whose term encompasses more than one fiscal year, are awarded based upon certification of adequate funds in the current budget year, with continuation of the contract contingent upon provision of additional funds in future year budgets.

If, in fact, due to budget constraints, the City determines that it cannot continue the contract beyond the period for which funds were certified, it will give the contractor sixty (60) days written notice of its intent to cancel the contract.

39. Disclosure of Contributions to ELEC

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 in the aggregate from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. The report is due September 28, 2007 for the 2006 calendar year, and March 30 of each subsequent year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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.

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.***

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 of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

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 of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

Registering A Business with the New Jersey Department of the Treasury

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

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

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

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

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

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

How do I receive the proof of registration certificate?

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

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

SPECIFICATIONS FOR VEHICLES FOR THE PUBLIC SAFETY DEPARTMENT

SCOPE

The City of Long Branch is soliciting bids for lease/purchase of (2) two new full-size, four-door, sedan-type law enforcement vehicles for use by the Office of the Fire Official and the Division of Fire.

The City will require that the bidder provide a thirty-six month lease with an option to purchase the vehicles at the end of the lease at the cost of one dollar (\$1.00).

If the bidder intends, after award of the contract, to assign the lease to a third party, said party must be identified in a letter accompanying the bid proposal, including name and address, telephone number, contact name, and other pertinent information. The bidder must provide the City with formal Notice of Assignment at the time the contracts are executed, and will be responsible for acting as liaison between the City and the assignee until the lease documents are executed. Failure to provide this information at the time of the bid may be cause for rejection of the bid.

Any multi-year contract that may be awarded will be subject to appropriation by the Governing Body of the City of Long Branch of adequate funds for any period after fiscal year 2007. The bidder must have a "Cancellation Due to Non-appropriation of Funds" clause in their lease.

Leasing is to be in accordance with the terms, conditions, and specifications incorporated herein.

1. The type and/or model of the vehicles outlined in these specifications are for standard manufacturer's product line. It is the intent of these specifications to be non-restrictive and allow the vendors to bid on a particular vehicle equal in performance to that specified which is standard in their line of manufacturing.
2. If a brand name is given, the term "or approved equal" is considered to follow the name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance.
3. In addition to the equipment specified, vehicles shall be equipped with all other standard equipment as advertised to the general public, and as specified by the manufacturer, and must be so equipped and constructed to permit G.V.W.R. specified. Tires shall conform to the Federal Motor Vehicle Safety Standards, No. 109.

4. It is mandatory that the bidder include with his proposal a detailed list of all exceptions to the bid specifications, and to include all information called for in the proposal form. Failure to supply information in the prescribed manner may disqualify the bid. It is to be understood that if no exceptions are taken, the bidder shall supply all material exactly as specified.
5. The options listed in the specifications are those available from most manufacturing facilities. Those options which require special tooling or contracting shall be identified by the bidder.
6. All proposals shall be filled out by handwritten pen or typewriter and must be legible. All corrections made after the bid is prepared must be made in ink, be clearly legible, and must be initialed by the person authorized to sign the bid.
7. Lease payments will be made on a monthly basis. The bidder must submit a proper invoice each month for consideration for payment. The lease period will start upon delivery and acceptance of the vehicles by the City and continue for a period of thirty-six months.
8. The City requires delivery of the specified vehicles as soon as possible, and prefers already built 2007 vehicles. The bidder must indicate on the proposal form the number of calendar days from date of award in which delivery can be completed. If the bidder does not complete delivery by the time indicated on the proposal form, the City reserves the right to impose a liquidated damages penalty of \$100.00 per calendar day per vehicle.

TERMS AND CONDITIONS

1. No bid will be considered unless the vendor/manufacture submitting the bid has in operation, and has had for at least twelve (12) months prior to the time of the bid opening, a service facility within a reasonable distance of the Using Agency. The facility must be equipped with spare parts, not assembled, which can be delivered within twenty-four (24) hours.
2. The bidder must indicate the number of calendar days after notification of award of bid, in which units will be delivered. If delivery of vehicle is affected by the addition of optional equipment, please list additional delays encountered beyond normal schedule.
3. Bidders are to furnish manufacturer's sales literature and specifications for standard and optional equipment with the bid. Failure to do so may be cause for rejection. This literature must show how the equipment meets the specifications. The agency reserves the right to request any drawings, specifications, or other documents necessary to evaluate the bid at any time after the bid opening.
4. Prior to delivery to the Agency it shall be the bidder's responsibility to pre-inspect each vehicle. The vehicle must conform to the manufacturer's new care pre-delivery specifications. The successful bidder(s) will be required to submit a copy upon receipt of a contract(s).

Each vehicle must be delivered with a New Jersey Motor Vehicle New Car inspection sticker in place as prescribed by law, or they may be returned as unacceptable.

All delivered vehicles must be clean both inside and outside. Hub caps, floor mats, etc., must be installed by the bidder.

Delivered vehicles that do not comply with these requirements will be rejected. Rejected vehicles must be removed by the bidder until the bidder has complied with all the above.

5. All delivered vehicles shall be subject to City inspection within 10 working days, for defects and compliance with all specification requirements prior to final acceptance. The City reserves the right to inspect vehicles at the bidder's facilities.
6. In addition to the above delivery requirements, the following conditions must be met:
 - (a) All vehicles must have at least 1/2 tank of gasoline when delivered.
 - (b) All vehicles furnished must be protected to -(minus) 20 degrees Fahrenheit -30 degrees Celsius) with permanent type anti-freeze and summer coolant.
 - (c) Dealer's name shall not appear on any vehicle delivered to the agency.

GUARANTEES/WARRANTIES & SERVICE REQUIREMENTS

1. The manufacturer whose products are bid must have a servicing dealer or service location, within approximately a twenty-mile radius of the City of Long Branch for warranty and guarantee service.
2. It is the responsibility of the bidder to make any major corrections at his expense. Lack of parts due to strikes, unforeseen acts of God, or events beyond the dealer's control shall constitute valid reasons for delays in making the necessary repairs. It will be at the discretion of the Director of Public Safety to make determination.
3. The bidder shall guarantee that the unit and all its component parts shall comply with the latest Federal Safety Standards and New Jersey State Motor Vehicle Code Regulations.

Guarantee shall be manufacturer's standard; the bidder must list the guarantee on the Proposal Form.

4. Manufacturer's warranty shall be supplied with each vehicle at time of delivery and shall be in typed form. Warranty shall commence with the acceptance of the vehicle after final inspection.
5. All vehicles stated in the bidder's response proposal shall conform to Federal and New Jersey State Statutes, Rules and Regulations.

SPECIFICATIONS FOR LAW ENFORCEMENT VEHICLES

It is the intent of these specifications to describe an automobile to be used in law enforcement work. The vehicle will, at times, be operated at speeds in excess of 90 miles per hour for both short and long duration. It will be driven on all types of roads and road surfaces.

It is intended that the manufacturer in the selection of the components will use materials and design practices that are the best available in the industry for the type of operating conditions to which the vehicle will be subjected. Component parts and design shall be of the quality that will give maximum performance, service life, and safety and not merely meet the minimum requirements of the specifications.

The vehicle shall in all respects meet or exceed all performance requirements of the State of New Jersey and the Federal Government for the year model bid. The term "heavy duty" as used in these specifications, shall mean the item to which the term is applied shall exceed the quantity, quality or capacity supplied with standard production vehicles; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

All components on this police vehicle not specifically listed in these specifications that would be furnished with a "Police Package" shall be included on this vehicle unless it conflicts with the specifications listed.

Vehicle to be ready for immediate law enforcement work (less decals and radio equipment) or any other special equipment that will be installed by the using agency.

Two shop manuals, one (1) Dealer Warranty and Policy Procedure Manual, and (1) list of all Special Parts and parts numbers included on Law Enforcement vehicles will be supplied to City Purchasing Agent at the time of delivery. Dealer's service bulletins will be mailed to City Purchasing Agent. NOTE: Payment will be delayed if manuals are not supplied promptly. Two shop manuals will also be required for the sport utility vehicle.

The regular manufacturer's warranty is to be furnished on each vehicle; the warranty time is to begin when this vehicle is placed in operation by the using agency.

The following automobile is listed to give bidders an indication of the class of vehicle to be considered.

Full-Size Vehicle, 114" to 117" wheel base
Ford Crown Victoria, or equal

SPECIFICATIONS FOR
FULL-SIZE LAW ENFORCEMENT VEHICLE
Five (5) Patrol Division Vehicles

- 1. Model:** New Law Enforcement Full-Size Vehicle, with all standard features normally included in Manufacturer's Police Package.
- 2. Type:** Full size, four door, five passenger law enforcement vehicle, minimum.
Wheelbase: 114.0 (minimum)
- 3. Color:** Base coat, clear coat paint. Manufacturer's standard:
One vehicle to be white (no other colors acceptable)
One vehicle to be Dark Toreador Red
- 4. Engine:** Must be specifically designed for police work and capable of running on non-leaded fuel, 4.6 liter, 235 HP engine with police pursuit calibration. Vehicle must have heavy-duty replaceable oil filter, and front-mounted oil cooler.
- 5. Cooling System:** Extra heavy duty radiator, largest and heaviest cooling system available for police vehicles with air conditioning, recommended for operating in Eastern US under severe police duties. System protection to -30 degrees F with permanent-type antifreeze and coolant recovery system. All engine heating and cooling hoses to be silicone, with aero-type/silicone hose clamps.
- 6. Transmission:** Heavy duty, police type, electronic four-speed automatic transmission with over-drive converter, transmission oil cooler, limited slip differential.
- 7. Suspension:** Special Police Pursuit heavy-duty suspension, including front and rear stabilizer bar.
- 8. Brakes:** Power braking system with dual cylinder. Heavy-duty police 4-wheel disc brakes with ABS. Entire braking system and materials outlined in manufacturer's recommendation for police package for highway patrol high speed driving with 4-wheel anti-lock braking system.
- 9. Tires:** Five 16" x 7" (minimum) steel wheels with bolt on center hub caps, and five Goodyear P225/60R16 - 97V police radial tires, manufacturers certified to 130 MPH. Note: conventional spare-no exceptions.
- 10. Steering:** Heavy-duty power steering system, with any add-on features available for police work, and external fluid cooler. Tilt steering wheel.

11. Electrical System:

- 1) Battery-maintenance free, heavy duty, 78 amp 780 CCA minimum
- 2) Alternator - 200 ampere minimum.
- 3) Deluxe electric windshield wipers with intermittent speed/ wet-arm washer.
- 4) Electric clock, dual horns, trunk light, cigarette lighter.
- 5) Dash-mounted battery-operated auto trunk release switch convenient to driver. (Glove compartment release not acceptable)
- 6) Alternating trunk lid lights, including mercury switch.
- 7) Engine compartment light with mercury switch control, if available, of intensity to check oil dip stick.
- 8) Rear window defogger, factory installed.
- 9) Delete door switches for all interior lights, but interior light must work with headlight switch.
- 10) Additional dome light in front area to rear of rear-view mirror, to be activated by separate switch.
- 11) Gauges - Tachometer, oil, water, voltmeter - plus warning lights.
- 12) Power windows and door locks (driver and passenger only).
- 13) Halogen head lamps
- 14) Two accessory feed wires
- 15) Radio Shielding and Grounding: All electrical equipment shall be shielded to minimum radio interference in the 44.00 to 45.00 megahertz range. The entire electrical system shall be shielded and grounded so that not more than 2.5 micro-volts input to the receiver will be required to produce at least 20dB quieting at the receiver output.

12. Air Conditioning:

- 1) Factory installed air-conditioning
- 2) A/C WOT Cut-Off, Head Pressure Relief
- 3) Heater and windshield defroster with blower
- 4) Tinted glass, all windows

13. Interior:

- 1) 45/45 bucket type front seats, cloth covering, power-operated.
- 2) Rear seat-heavy duty vinyl covering.
- 3) Heavy duty rubber type flooring.
- 4) Night and day rear-view mirror.
- 5) Black, dual remote control exterior power mirrors (factory installed)
- 6) Front arm rests.
- 7) Remote hood release, convenient to driver, (factory installed).
- 8) Front ashtray with lamp, cup holders, coin holder, auxiliary door mounted ashtrays, front doors.
- 9) Seat and safety belts, retractable front belts, factory installed. Factory standard inflatable restraint system (air bags) driver and passenger side.
- 10) Rear doors, locks & handles inoperative
- 11) Roof reinforcement: Standard Law Enforcement roof support.

12) AM/FM stereo radio.

14. Speedometer: Certified calibrated speedometer.

15. Exterior:

- 1) Body side protective molding.
- 2) Body side molding - front door - Loose in trunk
- 3) Wheel lip moldings.
- 4) Skid Plate-oil pan protector.
- 5) Stainless steel dual exhaust system

16. Keys: Single key locking system, with three (3) keys per vehicle.
Keys for each vehicle to be different.

17. THESE REQUIREMENTS ARE PERTINENT TO THE INSTALLATION AND OPERATION OF ELECTRONIC PACKAGE INSTALLED IN EACH VEHICLE.

1. Two (2) one-inch holes shall be punched in the side of the fire wall where the battery is located and supplied with a rubber grommet for the purpose of feeding cables through the fire wall to the engine compartment. Hole shall be placed as far as possible away from the manifold and converters.
2. One (1) braided bonded strap shall be attached to the hood on the vehicle bonding it to the body. One (1) braided bonding strap shall be attached to the trunk lid and to the vehicle body. Attachments of these straps shall be made in such a manner that the strap bonds metal to bare metal.
3. Starter solenoid relay, or hot point, with 1/4 inch stud for a #10 wire hookup on the battery side of the vehicle.

18. Spot Light: Pillar mounted, convenient to the driver; minimum of six (6) inches with independent circuit protected by fuse. "Unity" model #225 or approved equal, left side.

19. Warranty: Manufacturer's standard 3 year/36,000 mile bumper to bumper warranty, and 5 rear/60,000 mile powertrain warranty.

CITY OF LONG BRANCH BID DOCUMENT CHECKLIST

REQUIRED
BY OWNER

READ, SIGNED
& SUBMITTED

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

REVIEWED

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

**CITY OF LONG BRANCH
NOTICE TO BIDDERS**

**ADDENDUM TO
BID SPECIFICATIONS FOR LEASE/PURCHASE
OF LAW ENFORCEMENT VEHICLES**

**Addendum #1
November 5, 2007**

Original Date of Receipt of Bids: Friday, November 9, 2007

New Date of Receipt of Bids: Friday, November 16, 2007, at 2 pm prevailing time.

Certain changes to the bid specifications have been made in accordance with the Addendum issued. Copy of this addendum been sent to all prospective bidders.

To obtain a copy of the bid specifications, the addendum, or for questions regarding this matter, contact the Purchasing Office, 344 Broadway, Long Branch, NJ 07740 or call 732-571-5656.

Carol A. Mellaci
Purchasing Agent

Prospective Bidders:

Please change page one of Specifications for Full Size Law Enforcement Vehicles and page one of Proposal Form with the attached revised pages.

The change was required to correct typographical errors in the number of vehicles. To clarify, the bid is for lease/purchase of two vehicles. Also note the change of bid opening date above.

**CITY OF LONG BRANCH
PROPOSAL FORM**

Proposal

of:.....Warnock Automotive Inc....d/b/a Warnock Fleet.....

Address:..... 175 Route 10.....

..... East Hanover, NJ 07936.....

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

..... Lease Purchase of Two Full Size Law Enforcement Vehicles.....

..... for the Department of Public Safety.....

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

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

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

PROPOSAL FORM
(Cont'd)

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

175 Route 10, East Hanover, NJ 07936

Phone Number 973-884-2100 Fax Number 973-884-2650

Trade Name of Bidder Warnock Automotive Inc., d/b/a Warnock Fleet

Federal I.D. # or Social Security # 22-2658797

1. Signature *Michael E. Gritchley*

Name Michael E. Gritchley

Title President

2. Signature *B. Warnock*

Name Bethanie Warnock

Title Corporate Secretary

3. Signature _____

Name _____

Title _____

Signed this _____ day of _____, 19____.

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

**CITY OF LONG BRANCH
PROPOSAL FORM**

Bidder's Name: Warnock Automotive Inc., d/b/a
Warnock Fleet

**Total Bid Price for 36 month Lease/Purchase
W/\$1 Buy-out for TWO vehicles, in accordance
with bid specifications** \$ 47,866.81

Forty Seven Thousand, Eight Hundred Sixty Six Dollars and Eighty One Cents
Total Bid Price For 36 Month Lease/Purchase for Two Vehicles in Words

Summary of Costs:

Equipment cost
Cost of the vehicle without financing \$ 43,694.00

Monthly Lease/Purchase Payment for two vehicles: \$ 1,319.86
(Monthly lease payment)

Financing APR: 5.85 %

Document Fee, if applicable: \$ 350.00

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

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

DELIVERY

**Delivery will be made within 100-150 calendar days of Notice
of Award of the contract.** Delivery subject to manufacturer production and scheduling

CITY OF LONG BRANCH
PROPOSAL FORM

PAGE 2 OF 2

VEHICLE INFORMATION

Make, Model, Year of Vehicles Ford Crown Victoria Police Interceptor-2008

EPA EST. MPG (City driving) 14 City /21 Hwy

Wheel Base of Vehicle 114.7"

Engine Size 4.6L/281 CID

Transmission 4 Speed Automatic w/OD

Rear Axle 3.27 Rear Axle Ratio

Tire and Rim Sizes P235/55R17
17" x 7.5" - Wheel Size

Additional Features/Options included In Bid Price: _____

Price includes all items included in Bid specs

NAME AND LOCATION OF SERVICE FACILITY: _____

170 Ridgedale Avenue

Morristown, NJ 07936

GUARANTEE

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

5 Year/ 60,000 Mile Powertrain Warranty



Ford Motor Credit Company

The American Road
 P.O. Box 1739
 Dearborn, Michigan 48121-1739
 November 14, 2007

Attn: Phil Silletti (3 pages)
 Warnock Fleet and Leasing, Inc.
 Fax: (973) 884-2650

Re: Ford Municipal Finance Program - Quotation for City of Long Branch, NJ

Bid Number: 54546

Good through date: 02/28/2008 (see restrictions below)

The quote is good until 02/28/2008. Vehicle delivery must take place and all required documentation and payments must be received by Ford Credit by this date. After 02/28/2008, rates and payments are subject to change.

Please review the following information. Rates and payment factors are applicable for total amounts funded from \$25,000 - \$74,999. This finance proposal applies to:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
2	2008 Ford Crown Victoria	\$43,694.00

A Documentation Fee of \$350 is required per transaction--not per unit.

<u>(Range)</u> <u>Total Amount Funded</u> <u>(\$25,000 - \$74,999)</u>	<u>Number of</u> <u>Payments</u>	<u>Payment Timing</u>	<u>A.P.R.</u>	<u>Payment</u> <u>Factor</u>	<u>Payment</u> <u>Amount</u>
\$43,694.00	36	Monthly in Advance	5.85%	0.030207	\$1,319.86

- **To calculate Payment Amount, multiply Total Amount Funded by the Payment Factor.**

The Ford Municipal lease-purchase finance plan requires no security deposit, has no prepayment penalty, no mileage penalty, nor hidden fees. The program is non-recourse to the dealer, the same as a cash sale from the dealer to the municipal customer. At inception, the new equipment title/registration indicates the municipality as Registered Owner, and designates Ford Motor Credit Company, P.O. Box 1739, Dearborn, MI 48121-1739, as First Lienholder. At term end, the municipality buys the equipment for \$1. The municipality, as Owner of record, is eligible for Ford Governmental Price Concessions or other discounts, to reduce product cost.

Please note: Ford Credit's financing is subject to:

- 1) **Review and approval of the Municipality's two most recent audited financial statements if requested.**
- 2) **Mutually acceptable documentation**

Please contact me as soon as possible if it is decided to go forward. Credit applications will be sent right away.

If you need additional information, please contact me at 1-800-241-4199, Ext. 1. . Thank you for your interest in Ford municipal financing.

Sincerely,

Konrad Meister
 Konrad Meister
 Marketing Coordinator

Payment Schedule

Rate: 5.85%

**Lease Number: Sample
Lessee: Long Branch, NJ**

Lease Payment Number	Lease Payment Date	Lease Payment	Interest Portion	Principal Portion	Concluding Payment
					43,696.00
1	/ /	1,319.93	0.00	1,319.93	42,376.07
2	/ /	1,319.93	206.58	1,113.35	41,262.72
3	/ /	1,319.93	201.16	1,118.77	40,143.95
4	/ /	1,319.93	195.70	1,124.23	39,019.72
5	/ /	1,319.93	190.22	1,129.71	37,890.01
6	/ /	1,319.93	184.71	1,135.22	36,754.79
7	/ /	1,319.93	179.18	1,140.75	35,614.04
8	/ /	1,319.93	173.62	1,146.31	34,467.73
9	/ /	1,319.93	168.03	1,151.90	33,315.83
10	/ /	1,319.93	162.41	1,157.52	32,158.31
11	/ /	1,319.93	156.77	1,163.16	30,995.15
12	/ /	1,319.93	151.10	1,168.83	29,826.32
13	/ /	1,319.93	145.40	1,174.53	28,651.79
14	/ /	1,319.93	139.68	1,180.25	27,471.54
15	/ /	1,319.93	133.92	1,186.01	26,285.53
16	/ /	1,319.93	128.14	1,191.79	25,093.74
17	/ /	1,319.93	122.33	1,197.60	23,896.14
18	/ /	1,319.93	116.49	1,203.44	22,692.70
19	/ /	1,319.93	110.63	1,209.30	21,483.40
20	/ /	1,319.93	104.73	1,215.20	20,268.20
21	/ /	1,319.93	98.81	1,221.12	19,047.08
22	/ /	1,319.93	92.85	1,227.08	17,820.00
23	/ /	1,319.93	86.87	1,233.06	16,586.94
24	/ /	1,319.93	80.86	1,239.07	15,347.87
25	/ /	1,319.93	74.82	1,245.11	14,102.76
26	/ /	1,319.93	68.75	1,251.18	12,851.58
27	/ /	1,319.93	62.65	1,257.28	11,594.30
28	/ /	1,319.93	56.52	1,263.41	10,330.89
29	/ /	1,319.93	50.36	1,269.57	9,061.32
30	/ /	1,319.93	44.17	1,275.76	7,785.56
31	/ /	1,319.93	37.95	1,281.98	6,503.58
32	/ /	1,319.93	31.70	1,288.23	5,215.35
33	/ /	1,319.93	25.42	1,294.51	3,920.84
34	/ /	1,319.93	19.11	1,300.82	2,620.02
35	/ /	1,319.93	12.77	1,307.16	1,312.86
36	/ /	1,319.26	6.40	1,312.86	1.00
37					
38		47,516.81	3,820.81	43,696.00	
39					

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business Warnock Automotive Inc., d/b/a Warnock Fleet

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Robert D. Warnock 38%

Name: _____

Home Address: Bernardsville, NJ

Home Address: _____

Name: Bethanie Warnock 38%

Name: _____

Home Address: Florham Park, NJ

Home Address: _____

Name: The Marital trust of Margaret Warnock 24%

Name: _____

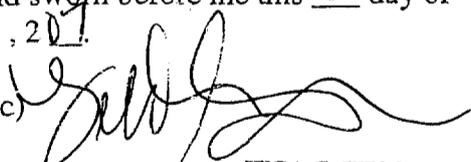
Home Address: New Vernon, NJ

Home Address: _____

Subscribed and sworn before me this 12th day of NOVEMBER, 2011

(Notary Public)

My Commission expires:



ZELDA G. EVERSON
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 11/01/2010

Michael E. Critchley
(Affiant)

Michael E. Critchley
(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Morris :

I, Michael E. Critchley residing in Whippany
(name of affiant) (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 depose and say that:

I am President of the firm of Warnock Automotive
(title or position) (name of firm)

Inc., d/b/a Warnock Fleet, the bidder making this Proposal for
Lease Purchase of
the bid entitled Law Enforcement Vehicles, and that I executed the said
(title of bid proposal)

proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and more specifically, that the firm, its principals, partners, and employees has no relationship of any kind with Commercial Vehicle Consultants, Inc., the consultant representing the City for this bid, its principals, partners and employees.

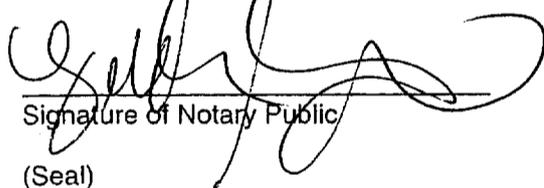
I affirm that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Long Branch** relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit in awarding the contract for the said project.

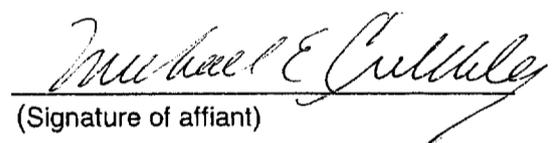
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Warnock Automotive Inc., d/b/a Warnock Fleet
(Name of firm)

Subscribed and sworn to
before me this day

Nov. 12, 2007


Signature of Notary Public
(Seal)


(Signature of affiant)

Michael E. Critchley
(Type or print name of affiant under signature)

My Commission expires _____

ZELDA G. EVERSON
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 11/01/2010

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH
THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

Yes No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: Warnock Automotive Inc., d/b/a Warnock Fleet

SIGNATURE: Michael E. Grubbs

TITLE: President

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

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

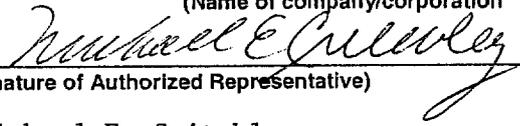
The undersigned Bidder hereby acknowledges the following information relative to receipt of Addenda for this bid (check appropriate box and provide required information):

No addenda was received by my company

My company received the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATED</u>
#1	November 5, 2007
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement for: Warnock Automotive Inc., d/b/a Warnock Fleet
(Name of company/corporation)

By: 
(Signature of Authorized Representative)

Name: Michael E. Critchley

Title: President

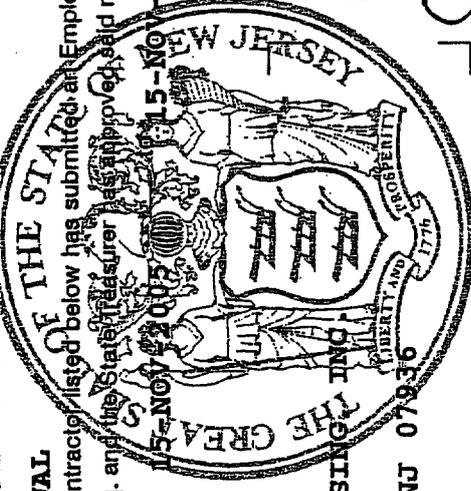
NOTE: THIS FORM MUST BE COMPLETED AND SIGNED REGARDLESS OF WHETHER OR NOT ADDENDA WAS ISSUED AND/OR RECEIVED BY THE BIDDER. FAILURE TO SUBMIT THE COMPLETED FORM WITH THE BID PROPOSAL IS MANDATORY CAUSE FOR REJECTION IN ACCORDANCE WITH NJSA 40A:11-23.

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

11-15-2007 to 11-15-2008



**WARNOCK FLEET & LEASING INC
175 ROUTE 10
EAST HANOVER NJ 07936**

John DeLoraine

State Treasurer

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

WARNOCK AUTOMOTIVE, INC. DBA WARNOCK FLEET

As Principal, hereinafter called the Principal, and

DAIMLERCHRYSLER INSURANCE COMPANY

A Corporation duly organized under the laws of the State of Michigan as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF LONG BRANCH

As Oblige, hereinafter called the Oblige, in the sum of

Ten Percent of Amount Bid (10%)

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

BOND #41761 LEASE/PURCHASE OF TWO FULL SIZE LAW ENFORCEMENT VEHICLES

THIS BOND # 41761 SHALL REMAIN IN FULL FORCE AND EFFECT FOR 90 DAYS.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal identified above, and the Principal, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or in the event of failure to execute such further contractual documents and give such bonds, pays the Oblige for any cost, not to exceed the penalty hereof, of procuring the work which exceeds the amount of the bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of November, 2007

WARNOCK AUTOMOTIVE, INC. DBA WARNOCK FLEET

Philip Pelletier

WITNESS

By: *Mitchell E. Cullaly*
Principal

DAIMLERCHRYSLER INSURANCE COMPANY

V. Henderson

V. Henderson

WITNESS

By: *D. M. Omilion*
Surety
D. M. Omilion, Attorney-In-Fact



Chrysler Financial

November 1, 2007

Re: Performance Bond for Warnock Automotive Inc., DBA Warnock Fleet
For City of Long Branch

Dear Sir:

This letter will serve to confirm that it is our present intention to provide the contractor with a performance bond for such sum as required.

It is understood, of course that any arrangements for the performance bond is a matter between Warnock Automotive Inc., DBA Warnock Fleet and ourselves, and is subject to ongoing underwriting requirements, mutually acceptable bond forms, favorable review of the final contract terms and conditions, and the appropriate request from our clients. We assume no liability to third parties or to you if for any reason we do not execute the said bond(s).

Yours truly,

D. M. Omilion,
Supervisor Insurance Programs

DaimlerChrysler Insurance Company
27777 Inkster Road
Farmington Hills, MI 48334
Phone: 1.800.782.9164
www.dcxins.com

Chrysler, Jeep and Dodge are registered trademarks of DaimlerChrysler AG.
Chrysler Financial is a business unit of DaimlerChrysler Financial Services Americas LLC.

ACKNOWLEDGEMENT FOR ANNEXED INSTRUMENT

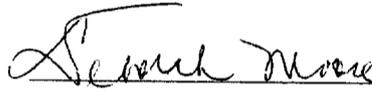
**STATE OF MICHIGAN
COUNTY OF OAKLAND**

} ss

On this 1st day of November 2007, before me personally came D. M. Omilion who, being by me duly sworn, did depose and say that she/he is an Attorney-in-Fact of **DAIMLERCHRYSLER INSURANCE COMPANY**, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that she/he signed said instrument as an Attorney-in-Fact of said Company by like authority.

Deborah Moore
Notary Public, Oakland County, Michigan
My Commission Expires **JUNE 26, 2014**

Acknowledged and Sworn to before me on
the date above.

 _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that DAIMLERCHRYSLER INSURANCE COMPANY, a Michigan corporation, having an office at 27777 Inkster Road, Farmington Hills, Michigan does hereby constitute and appoint

D.M. OMILION

each its true and lawful Attorney-in-Fact to execute

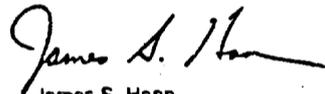
in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes:

1. Bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation.
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue, License and Permit bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds and Undertakings required or permitted by law to be given or filed in any suit, matter or proceeding in any Court of the United States, or any State or other Court, or given to or filed with any Sheriff or Magistrate within any State, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or liability incurred under such undertaking does not exceed with respect to Fiduciary Bonds the sum of _____ Dollars (\$ _____), and with respect to all other types of Court Bonds the sum of _____ Dollars (\$ _____).

IN WITNESS WHEREOF, DAIMLERCHRYSLER INSURANCE COMPANY has caused these presents to be signed, pursuant to its By-Laws, by its Vice President and Secretary and its corporate seal to be hereto affixed this 18th day of July, (yr.) 2007.



DAIMLERCHRYSLER INSURANCE COMPANY

By 
James S. Haen
Its Vice President

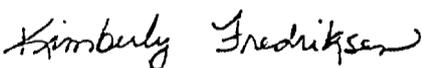
By 
T.L. Hackman
Its Secretary

STATE OF MICHIGAN } SS.:
COUNTY OF OAKLAND }

On this 18th day of July, (yr.) 2007, before me personally came T.L. Hackman, to me known and by me known to be Secretary of DAIMLERCHRYSLER INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said T.L. Hackman being by me duly sworn, did depose and say that she resides in the City of Bloomfield Hills, in the State of Michigan; that she is Secretary of DAIMLERCHRYSLER INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and that she signed said Power of Attorney as Secretary of said Company by authority of the By-Laws of said Company; that she is acquainted with James S. Haen and knows him to be a Vice President of said Company, and that the signature of said James S. Haen subscribed to said Power of Attorney is in the genuine handwriting of James S. Haen and was thereto subscribed by authority of said By-Laws and in deponent's presence.



Acknowledged and Sworn to before me on the date above written

 Notary Public
KIMBERLY FREDRIKSEN
Notary Public, Wayne County, MI
Acting in Oakland
My Commission Expires March 23, 2008

Bid: L.P. Law Enforcement Vehicles

CITY OF LONG BRANCH
Bid Tally Form

Attended: D. Talavera
C. Melick

Date: 11/16/07

Documents	Bidder #	Warrock Automotive DBA Warrock Fleet	Bidder #	Winner Ford	Bidder #		
	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Security-Bond/Cert. Check	✓			✓			
Consent of Surety							
Non-Collusion Affidavit	✓			✓			
Corp. Declaration	✓			✓			
Business Registration	✓			Missing			
Receipt of Addenda	✓			✓			
Affirmative Action	✓			✓			
Public Works Contractor Cert.							
Insurance							
Other							
Total Bid Price		47,866.81		47,728.16			
Buy Out		1.00		1.00			
Doc Fee		350.00		350.00			
Monthly Payment		1315.86		1318.06			
Financing		5.85%		5.85%			
Financing Agency		Ford Motor Credit		Not Specified			
Delivery		100-150 days		14-16 weeks			
TOTAL BID PRICE							
Remarks:	Correction Total Bid \$47,867.81		Correction: Total Bid \$47,729.16				
	Mo. Payments = \$1319.93						
	(first payment 1319.26)						

7-01-066399
7-01-126-399

R# 300-07

**RESOLUTION ACCEPTING DONATION OF
ONE BULLETPROOF VEST
FOR SGT. JEFFREY PILONE**

WHEREAS, Figlia di Columbo wishes to make a donation of one Point Blank Vision Level IIIA Concealable Vest to Sgt. Jeffrey Pilone of the Long Branch Police Department with an approximate value of \$717.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby accept and acknowledge the donation of one Point Blank Vision Level IIIA Concealable Vest to Sgt. Jeffrey Pilone from Figlia di Columbo.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:



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

To: Kathy Schmelz, City Clerk's Office
From: Captain Alphonse Muolo, Support Services Commander
Date: November 11, 2007
Re: Donation of a Bullet Proof Vest from "Figlia di Columbo"

This letter is to inform you of the donation of a bullet- proof vest by "Figlia di Columbo", to Sgt. Jeffrey Pilone. The approximate cost of the vest will be \$717.00. (See attached quote from Lanigan's.) This is an annual donation made by this organization, which is greatly appreciated by this agency. My understanding is that this must be brought in front of the city council as a resolution. Please let me know if there is any further information needed to help facilitate this donation.

Advanced thanks,

Capt. A. Muolo

LANIGAN ASSOCIATES, INC.



496 Shrewsbury Ave.
 Red Bank, NJ 07701
 Phone: (732) 530-0447
 Fax: (732) 530-5320
 From : R.Dominguez



Date: August 23, 2007

Customer:

Long Branch Police Dept
 Attn Lt Lyndon Johnson
 Fax 732-222-1021
 1346

QUOTATION

1	1	Point Blank Vision Level IIIA	717.00	717.00
2		Concealable Vest		
3		NIJ FX IIIA		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13		N J State Contract No A 67880		
14				
15				
16				
17				
18				
19				
20		Total Amount Due		717.00

**RESOLUTION AUTHORIZING AUCTION
OF ABANDONED VEHICLES**

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, December **7**, 2007 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

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

Damianos - 225 West Street, Long Branch

1. 1989 Caddy Deville Vin # 1G6CD5159K4367003
2. 1994 Ford EXP Vin # 1FMDU34XXRUC78064
3. 1996 Ford Taurus Vin # 1FALP51UXTA263673

Johns Truck & Auto - 505 Joline Avenue, Long Branch

1. 1999 Ford 35D Vin # 1FTSS34L8XHA42064
2. 1996 Chrysler T.C. Vin # 1C4GP55LXTB244001
3. 1992 Plymouth Colt Vin # JP3CU14A9NU059915
4. 1992 Ford Tempo Vin# 2FAPP36X8NB1081

G.P.R. - 40 Third Avenue, Long Branch

1. 1998 Dodge Intrepid Vin # 2B3HD46R0WH155433
2. 1997 Ford F150 Vin# YV1VS2953F677093
3. 1996 Jeep GCH Vin # 1J4EZ78Y2TC105716
4. 1997 Hyundai Elantra Vin # KMHJF24M7VU584775

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ΔRCTΔINI.



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

To: Kathy Schmelz
City Clerks Office

October 29, 2007

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

Ref: Auction of Abandon vehicle

Kathy,

Below is a list of vehicles, which are ready for auction; the vehicles are presently being held by Collision repairs by Damianos , Johns Truck & Auto and G.P.R. . (Impound lot)

DAMIANOS

- 1.) 1989 Caddy Deville Vin# 1G6CD5159K4367003
- 2.) 1994 Ford Exp Vin# 1FMDU34XXRUC78064
- 3.) 1996 Ford Taurus Vin # 1FALP51UXTA263673

JOHNS TRUCK & AUTO

- 1.) 1999 Ford 35D Vin# 1FTSS34L8XHA42064
- 2.) 1996 Chrysler T.C. Vin# 1C4GP55LXTB244001
- 3.) 1992 Plymouth Colt Vin# JP3CU14A9NU059915
- 4.) 1992 Ford Tempo Vin# 2FAPP36X8NB1081

G.P.R.

- 1.) 1998 Dodge Intrepid Vin# 2B3HD46R0WH155433
- 2.) 1997 Ford F150 Vin# 1FTDX1723VNB34943
- 3.) 2001 Volvo S40 Vin# YV1VS29531F677093
- 4.) 1996 Jeep GCH Vin# 1J4EZ78Y2TC105716
- 5.) 1997 Hyundai Elantra Vin# KMHJF24M7VU584775

Respectfully Submitted,
P.T.L. Cesare Simonelli #298
Traffic Safety Division

P.O. Cesare Simonelli

R# 302-07

RESOLUTION TO REFUND
HOMESTEAD REBATE RECEIVED
BY THE CITY OF LONG BRANCH

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet for their Homestead Rebate and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown below and charge 2007 taxes in the total amount of \$162.58.

BLOCK	LOT	NAME	AMOUNT
322	3.46	Gonzalez, Sara & Yvonne 205-7 Sixth Avenue Long Branch, NJ 07740	162.58

R# 303-07

**RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
MONMOUTH COUNTY TAX BOARD
JUDGMENT**

WHEREAS, the City of Long Branch has received from the Monmouth County Tax Board judgments reducing the assessments on certain properties for the years indicated and,

WHEREAS, the taxes on these certain properties for the years indicated are overpaid and,

BE IT RESOLVED, that the City of Long Branch refund to the taxpayer(s) shown below in the amount of the tax overpaid and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue individual check(s) to the taxpayer(s) shown below and charge 2007 taxes in the total amount of \$188.58.

BLOCK	LOT	OWNER	YEAR	AMOUNT
35	8	Lowe, Thomas E. 996 Elizabeth Terr. Long Branch, NJ 07740	2007	188.58

R# 304-07

**RESOLUTION TO REFUND
OVERPAYMENT OF
2007 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2007 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2007 taxes in the total amount of \$17,160.80 and,

BLOCK	LOT	OWNER	AMOUNT
74	3	Washington Mutual c/o FARETS Account of: Moses Aaron & Rach PO Box 961250 Ft. Worth, TX 76161-9887	2,662.87
78	1.01	Hudson City Savings Bank Account of: Mizrahi, Alan & Cha PO Box 944 Paramus, NJ 07653-9778	1,452.07
142	3.601	Citimortgage c/o FARETS Account of: Cahill, Glen R. PO Box 961250 Ft. Worth, TX 76161-9887	1,019.78
199	5	Wells Fargo Home Mortgage Account of: Sandiford, Malcolm 1 Home Campus MAC X2302-04D Des Moines, IA 50328-0001	1,269.73
229	8	Chase Manhattan Mortgage c/o FARETS Account of: Albanese, Joseph PO Box 961250 Ft. Worth, TX 76161-9887	250.00
268	33	Valley National Bank Account of: Broadway Properties 1720 Route 23 North Wayne, NJ 07470	485.96
278	2	Indymac c/o FARETS Account of: Rodrigues, Alan PO Box 961250 Ft. Worth, TX 76161-9887	2,023.58
297.01	9	Wells Fargo Home Mortgage Account of: Cochran, David & Dian 1 Home Campus MAC X2302-04D Des Moines, IA 50328-0001	250.00
301.01	1.111	Mortgage Services Account of: Zimmerman, Joseph PO Box 10388 Des Moines, IA 50306-0388	1,034.37
302	11	GMAC c/o FARETS Account of: Squirlock, Richard PO Box 961250 Ft. Worth, TX 76161-9887	1,505.46

304.05	9	Washington Mutual	3,103.10
32 Mc Klinley St.		c/o FARETS	
		Account of: Viggiano, Robert	
		PO Box 961250	
		Ft. Worth, TX 76161-9887	
487	3	VNB Mortgage	1,853.88
185 Riddle Avenue		c/o FARETS	
		Account of: Hannah, Adib	
		PO Box 961250	
		Ft. Worth, TX 76161-9887	
489	9.42	Investors Savings Bank	250.00
580 Patten Avenue		Account of: Larkin, John & Lorr	
		101 JFK Parkway	
		PO Box 5008	
		Short Hills, NJ 07078	

R# 305-07

**RESOLUTION ACCEPTING DONATION OF SERVICES
RELATIVE TO EMERGENCY HELIPORT DEVELOPMENT**

WHEREAS, the City of Long Branch is desirous of applying for a permanent license to operate its current emergency helicopter landing site in the vicinity of Atlantic Drive in Long Branch; and

WHEREAS, Raymond Syms, of the firm of Raymond A. Syms & Associates, is a Long Branch resident, and an aeronautical consultant, and has offered to donate his services to the City as detailed in the contract document annexed hereto; and

WHEREAS, the City's Business Administrator and Fire Official have recommended that it would be in the City's best interest to accept this donation of services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby accepts the donation of aeronautical consultant services relative to design, certification and inspection of the City's emergency medical heliport.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute any and all necessary document pursuant to said contract.

November 5, 2007

Kevin J. Hayes, Sr.
Director of Building & Development
Fire Marshal
Chief Code Enforcement Officer
City of Long Branch Municipal Building
344 Broadway
Long Branch NJ 07740

RE: Long Branch Medical Heliport – Heliport Development Services

Agreement for providing aeronautical consulting services for the site selection, design, certification and inspection of a medical use heliport in the vicinity of Atlantic Drive, Long Branch, NJ.

SCOPE OF SERVICES

Raymond A. Syms & Associates (RAS & A) agrees to provide aviation consulting services consisting of: a site selection study, heliport design, regulatory agency review and processing, public hearing representation, construction monitoring, operational procedures and safety inspections for the establishment of medical use heliport.

The development work for the permanent heliport will be completed in five phases.

Phase A: Preliminary Site Selection

This evaluation, consisting of on-site visits and interviews with concerned parties, will consider such factors as:

- The specific needs of the client(s) in respect to their travel needs, master plan integration, heliport and helicopter operations. Any special requirements or needs of the heliport owner or helicopter operator(s) will be integrated into the study.
- The in-flight capabilities and limitations of the type and model helicopters to be utilized. Future growth aircraft will also be considered.
- The standard flight operations and operating and parking space requirements of the helicopters operationally contemplated from both a current and growth standpoint. Any location identified will include any evident limitations on the potential longevity or obsolescence issues of the site.

- The safety of flight regulations and requirements of the state, federal and local government aviation authorities as they would relate to the individual sites is the starting point. Any safety or operational efficiency enhancements beyond these regulatory minimums will also be detailed.
- The review of local zoning and other applicable laws or ordinances that would prohibit, restrict or otherwise effectively hamper the development or operation of the facility.
- Community-based issues related to helicopter/helistop safety, sounds and effects upon adjacent properties and the public relations issues that may arise. Special attention will be given to both the approach/departure paths and routing to and from the potential sites. State of the art design practices in relationship to heliport location and helicopter routing for community acceptance will be employed.
- A comprehensive inventory of the available potential sites for a heliport meeting the needs of the proponent would be accomplished. Other factors or issues uncovered during the study.

The results of this evaluation will be presented in a letter report and detail the design, operational and development issues on each of the prospective sites identified during the study for discussions with management for their perusal and appropriate decisions.

Phase B: Design - Document processing - Public hearings

Once the client management makes the decision on their preferred site; the following work elements will, with your concurrence, be initiated:

- The preparation of specific and detailed design recommendations based upon the contemplated immediate and future needs as to: the location of the heliport, the type/design of heliport, the preferred method of construction, and the recommendation of helicopter support equipment best-suited to the site. This equipment will include all the required fire-protection, lighting, beacons, windsock(s), communications and other equipment items as appropriate.
- FAA, State, Regional, local aeronautical, fire protection regulations and guideline compliance documentation will be accomplished. This varies significantly in scope on project to project and will be performed in conjunction with the projects architects and engineers as appropriate to the type of heliport and its location.
- Once all the needed location and design issues are preliminarily addressed, the preparation and processing of all prior-notice forms and applications to the Federal, State and local government regulatory agencies will be accomplished.
- Client assistance, representation and regulatory liaison addressing the pertinent aviation issues with Federal, State and local aviation agencies, Fire and Police Departments, Land-use Administrators and the clients Architects, Engineers, Contractors and Attorneys.

- Monitoring of the project's programs.
- Assistance in the preparation of case and/or technical material as well as to accompany, represent and/or present expert testimony on behalf of the client at any public or private meeting held in relation to the proposed facility.

Phase C: Engineering Design Liaison

Concurrent with Phase B, the continued review of the architectural and engineering preliminary and final plans and monitoring throughout the construction phase will be provided on an as-needed basis to insure that the final design complies with Federal, State and local aeronautical design code requirements and industry standards.

Phase D: Operational Planning

Once the regulatory requirements are resolved and in an appropriate time frame prior to the first operation, a manual covering heliport policies and operating procedures will be developed. This manual will include the needed information required for the safe operation of the heliport and to comply with the governing regulations and industry standards.

Phase E: Inspection Prior to Flight Operation

At the completion of construction and prior to the first flight operation, an inspection will be conducted to insure the operational safety of the heliport.

DELIVERABLES:

Site Selection Letter Report and Overlay Sketches for the existing site and building plans incorporating all the aeronautical requirements that need to be added to the engineering and other documents for the land-use applications. This will include all aeronautical and fire protection issues, full compliance with the appropriate lighting and marking issues and safety issues related to the occupants and host community. This will also include catalog cuts on recommended equipment needed for regulatory requirements.

TERMS OF AGREEMENT

Compensation

The professional services for the establishment of the heliport are donated to the City of Long Branch by RS&A. Expenses for filing fees with the State of New Jersey are also donated.

Cancellation

The client may, without prior notice, cease the request for professional services at any time during the scope of this agreement.

RAS & A will cease work on the agreement work scope only if circumstances beyond the reasonable control of RAS & A preclude completion of the work scope. If the terms of this agreement are satisfactory, please sign both copies and return one to my office.

Respectfully submitted,



Raymond A. Syms
Aeronautical Consultant

Accepted by: _____ Printed Name & Title _____ Date: _____

**RESOLUTION AUTHORIZING AUCTION
OF ABANDONED VEHICLES**

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, December 7, 2007 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

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

G.P.R. - 40 Third Avenue, Long Branch

1. 2000 Chevrolet Malibu Vin # 1G1ND52JXY6129703
2. 1997 GMC Vin # 1GTHT35ROV1089013
3. 2001 Dodge Dakota Vin # 1B7GG2AX21S209604
4. 1992 BMW Vin # WBABF3317PEF42285
5. 2002 MITS Galant Vin # 4A3AA46G82E043582

A & L Auto Repair - 251 Broadway, Long Branch

1. Ford Focus Vin # 1FAFP38321W116469

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



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

To: Kathy Schmelz

From: Ptl. Thomas Hueston #294

Ref: Abandon Vehicle Auction

Date: November, 21 2007

Kathy

Below is a list of abandon vehicles, which are ready to be auctioned.

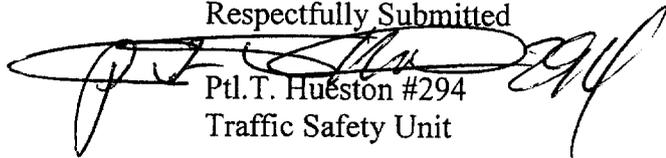
G.P.R.

- 1) 2000 Chevrolet Malibu Vin# 1G1ND52JXY6129703
- 2) 1997 GMC Vin # 1GTHG35ROV1089013
- 3) 2001 DODGE Dakota Vin # 1B7GG2AX21S209604
- 4) 1992 BMW Vin #WBABF3317PEF42285
- 5) 2002 MITS. Galant Vin # 4A3AA46G82E043582

A&L Auto Repair.

- 1) 2001 Ford Focus Vin # 1FAFP38321W116469

Respectfully Submitted



Ptl. T. Hueston #294
Traffic Safety Unit

R# 307-07

**RESOLUTION
AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL
GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE,
SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE**

WHEREAS, the Director of Finance has informed the City Council of the need to cancel grant appropriations and grants receivable prior to year end, and

WHEREAS, the following grants are complete and the appropriation balances no longer needed to be maintained on the books and records of the City of Long Branch, and,

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, that the adjustments, appearing on the attached page, being a permanent part hereto, are hereby made.

CANCEL GRANTS 2007

Grant	Year	City Ref.	Appropriation Canceled	Receivable Canceled	Surplus Increased
State Centers of Place	2004	G-04-078	200,000.00	200,000.00	
Juvenile Justice Grant	2006	G-06-072	647.00	588.00	59.00
UEZA Property Acquisition & Decelopment	2002	G-02-039	120,594.75	120,594.75	
UEZA Oceanfront & Broadway Development	2004	G-04-040	30,489.06	30,489.06	
UEZA Parking Lot Maintenance	2003	G-03-057	10,633.25	10,633.25	
Department of Transportation Grant - Third Ave.	2005	G-05-023	14,540.85	14,540.85	
Monmouth County Senior Grant	2006	G-06-025	2,124.16		2,124.16
U. S. Department of Justice Local- Local Law Enforcement Block Grant	2005	G-05-062	1,324.00		1,324.00
Monmouth County- Alliance for the Prevention of Drug and Alcohol Abuse	2006	G-06-031	4,775.45	3,753.54	1,021.91
			385,128.52	380,599.45	4,529.07

R# 308-07

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY
COPS IN SHOPS PROGRAM- \$2,000.00**

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

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2007 in the amount of \$2,000.00, which item is now available from the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety, Cops in Shops program, and

BE IT FURTHER RESOLVED that a like sum of \$2,000.00 is hereby appropriated under the caption of:

State of New Jersey	
Department of Law and Public Safety	
Division of Highway Traffic Safety	
Cops in Shops Program	\$2,000.00

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

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

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

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


Signature, Chief Financial Officer

Resolution Number: _____

Date of Adoption: November 27, 2007

Revenue Title: State of NJ, Dept. of Law & Public Safety, Cops in Shops Amount: \$ 2,000.00

Appropriation Title: State of NJ, Dept. of Law & Public Safety, Cops in Shops Amount: \$ 2,000.00

Local Match - Source: _____ Amount: \$ _____

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

For Director, Division of Local Government Services

by: _____
Duly Appointed Designee Date Certified _____

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

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

R# 309-07

**RESOLUTION – SPECIAL ITEM OF REVENUE
U.S. DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE ASSISTANCE
BULLETPROOF VEST PARTNERSHIP GRANT**

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

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2007 in the amount of \$7,250.00, which item is now available from the US Department of Justice, Bureau of Justice Assistance, and,

BE IT FURTHER RESOLVED that a like sum of \$7,250.00 is hereby appropriated under the caption of:

US Department of Justice	
Bureau of Justice Assistance	
Bulletproof Vest Partnership Grant	\$7,250.00

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

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

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

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

Signature, Chief Financial Officer

Resolution Number: _____

Date of Adoption: November 27, 2007

Revenue Title: US Dept. of Justice, Bulletproof Vest Partnership Amount: \$ 7,250.00

Appropriation Title: Dept. of Justice, Bulletproof Vest Partnership Amount: \$ 7,250.00

Local Match - Source: _____ Amount: \$ _____

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

For Director, Division of Local Government Services

by: _____ Duly Appointed Designee _____ Date Certified _____

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

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

R# 310-07

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.

Budget Appropriations 2007

TRANSFERS
11/27/2007

Transfers "To"

Department of Public Works Office of the Director	
Salaries and Wages	14,000.00
Division of Police	
Other Expenses	400.00
Department of Health Office of the Director	
Animal Control Subsidy (to Trust)	6,000.00
Office of Senior Citizen Services	
Other Expenses	7,515.82
Utilities:	
Electricity	40,000.00
Water	5,000.00
Diesel Fuel	15,000.00
Gasoline	20,000.00

Total Transfers "To"

107,915.82

Transfers "From"

Department of Finance Office of the Director	
Salaries and Wages	(32,000.00)
Other Expenses	(11,000.00)
Insurance	
Employee Group Health	(25,000.00)
Department of Public Safety Office of the Director	
Other Expenses	(400.00)
Division of Fire	
Miscellaneous Other Expenses	(22,000.00)
Office of Senior Citizen Services	
Salaries and Wages	(7,515.82)
Utilities:	
Telephone	(5,000.00)
Fire Hydrant Service	(5,000.00)

Total Transfers "From"

(107,915.82)

R# 311-07

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on Nov. 27, 2007

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

Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of November 27, 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.

279 Broadway Associates	Rent for Municipal Court & Drug Office - December 2007	10,000.00	
A T & T	Utilities - Telephone - 10/28 & 10/31/2007 - Various Locations	1,423.94	*
A T & T	Utilities - Telephone - 10/9-10/21/2007 - Various Locations	107.51	
A.E.C. Distributing	Consumables for Municipal Garage	486.50	*
A.R. Communications	Radio Maintenance - November 2007 / April 2008 - Police Dept. / Fire Dept.	3,974.30	
Absolute Fire Protection	Misc. Parts - Truck #25-4-75 - Fire Dept.	1,914.65	
Addiction Professionals Cert. Board of NJ	Recertification for Peter Strub - Human Services	150.00	
All Car Towing	Tow Fire Truck to Atlantic Detroit Diesel - 9/27/2007 - Fire Dept.	550.00	
Allied Oil Co.	Diesel Fuel & Underground Storage Tank Tax - 10/16/2007 - DPW	11,304.00	
AMANJ c/o Novelette Hopkins	Registration - Assessor's Luncheon Meeting - 11/14/07 - B. Fitzpatrick - Tax Assessor	50.00	
Ambassador Medical Services	Drug Testing - September & October 2007 - Human Services	713.50	
American Hose & Hydraulics	Fittings for DPW / Sanitation Stock	882.56	
Amsterdam Printing & Litho Co.	(1200) Planners for UEZ Program	2,539.14	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Redevelopment/Litigation/Tax Appeals - October 2007	15,707.34	*
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - October 2007	10,926.95	
Asbury Park Electric Supply	Misc. Items for Door Closer between Admin. & Records - Police Dept.	115.46	
Atlantic Detroit Diesel	Repair Transmission - Truck 25-3-75 - Fire Dept.	10,932.38	
Atlantic Plumbing Supply	Water Tanker Repair for Manahassett Park Project - Community Dev.	104.06	
Atlas Flasher Supply	Emergency Lights for Detective Vehicles - Police Dept.	414.00	
B & H Photo	Camcorder & Batteries for Forensics Unit / Police Dept.	2,218.00	
Battery Mart	Batteries for Pagers - Fire Dept.	78.25	
Bette White Fernandez	Tap Dance Instruction - 10/26 - 11/9/2007 - Senior Affairs	80.00	
Big A Trucking	Repair Flat Tire on Truck #25-7-75 & Rotate Tires on Truck #25-4-90 - Fire Dept.	290.00	
Boro Printing	Envelopes to Replenish Central Supply - Purchasing Dept.	1,263.50	
Brice's Auto Supply	Misc. Automotive Parts - May / June 2007 - DPW	4,912.56	
Brownells	Gun Parts / Supplies for Armory - Police Dept.	140.22	
Bry's Marine	(1) Utility Trailer for UEZ Security	1,599.00	
CDWG	Computer Equipment - Comptroller	50.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	213,977.81	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Pymt #4

City of Long Branch Clearing Account	Reimburse Clearing Account		780,064.52	*
City of Long Branch Clearing Account	Reimburse Clearing Account		2,951.80	*
City of Long Branch Clearing Account	Reimburse Clearing Account		16,130.04	*
City of Long Branch Clearing Account	Reimburse Clearing Account		1,800.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account		772,538.65	*
City of Long Branch Clearing Account	Reimburse Clearing Account		18,976.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account		49,527.26	*
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007		30,625.39	*
City of Long Branch Payroll Agency	Payroll Dated 11/16/2007		29,937.97	*
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007		749,439.13	*
City of Long Branch Payroll Agency	Payroll Dated 11/16/2007		742,600.68	*
CMF	Printer Paper - Comptroller / Purchasing Dept.		179.94	
Coastal Training Technologies	Training Videos and Handbooks for Health Dept.		1,527.13	
Complete Security Systems	Service Call - Fire Alarm - Senior Center		217.62	
Concept Printing & Promotions	Promotional Items for UEZ Program & Envelopes for Central Supply - Purchasing Dept.		1,359.50	
Crucial Technology	Computer Equipment - Fire Prevention		65.98	
Data-Guard	Record Shredding - September & October 2007 - Various Depts.		212.50	*
Dell Computer Corp.	Laptop Computer for IT Dept.		1,608.00	
Depot America	Misc. Parts for Printer Repair - Health Dept.		117.56	
Deptcor	(2) Detaining Benches for Holding Cell - Municipal Court		780.00	
Difrancesco, Bateman, Coley & Yospin	2007 Tax Appeals - October 2007		2,131.69	Pymt #24-39
Division Of Criminal Justice Academy	Registration - Internal Affairs Course - 9/10-9/13/07 - Shea / Cistaro / Serviss - Police Dept		450.00	
Evans, Osborne & Kreizman	Legal Services Rendered - Conflict Judge - 11/9/2007		500.00	Pymt #4
Evident Crime Scene Products	Various Supplies for Forensics Van - Police Dept.		1,908.00	
Fine Fare	Food for Various Events - October 2007 - Senior Affairs		134.15	
First Looks Business Signatures	Domain Registration Renewal - 10/24/2007 - 10/24/2012 - UEZ		49.95	
Fleetsource	Feed Pump for Fork Lift - DPW		124.16	
Ford Motor Credit	Lease / Purchase Vehicles - December 2007		2,412.39	
Freehold Township Health Dept.	Lead Inspector Services - July & August 2007		1,040.00	Pymt #2
Gall's Inc.	(5) Laptop Mounts for New Patrol Vehicles - Police Dept.		1,275.00	
Garden State Highway Products	Stop Sign Faces - Police / Traffic Dept.		132.00	
General Linen & Paper Supply	Misc. Janitorial Supplies - Fire Dept. / DPW		231.40	
General Sales Admin t/a Major Police Supply	LED Lights & Mounts for DPW / Building Dept.		1,674.20	
GF United Auto Service	Repair A/C on PD #25-35 - DPW		593.44	
Giles & Ransome	Misc. Parts - (Tractor) PW #257 - DPW		4,270.54	
Global Govt. / Education Solutions	Various Computer Equipment - Police Dept.		1,138.00	
Granger	Ladder for Payroll Office - Comptroller		201.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Gramco Business Communications	Staff Training for Sound Equipment - Municipal Court	525.00	
Hello Direct	Conference Phone - UEZ	388.34	
Hewlett Packard Govt. / Education Sales	(2) Printers & Ink Cartridges - Detective Bureau / Police Dept.	906.00	
Hill-Donnelly Corp.	2007 Monmouth County Directory / Reference Book - Health Dept.	296.00	
Howard H. Woolley Jr.	Reimbursement for Development Luncheon - 10/30/2007 - Administration	33.02	
Jamm Printing	Violation Notices - Fire Prevention	113.00	
Jersey Central Power & Light	Utilities - Electric - 7/31-11/2/2007 - Various Locations	21,108.52	*
Jersey Central Power & Light	Utilities - Electric - 9/28-10/30/2007 - Various Locations	300.23	*
Jersey Elevator	Elevator Maintenance - October 2007 - City Hall Building	143.48	
Johnny On The Spot	(10) Port-A-John's - Various Locations - Recreation Dept.	1,828.56	
Kevin Condon	Reimbursement of Registration Fee - Missing Persons Conf. - 10/23-10/25/07 - Police Dept.	20.00	
Lab Safety Supply	Waste Bags for Use By Animal Control Officers - Health Dept.	274.51	
Lanigan Associates	Misc. Camera Equipment - Police Dept.	111.94	
Lee Battery Service	Batteries - DPW	191.62	
Lou's Uniforms	Uniform for Disp. Beckenstein - Police Dept.	299.98	
Lowe's Credit Services	Various Building Materials - DPW	131.07	
Lyndon Johnson	Reimbursement for Trousers Damaged During an Arrest - Police Dept.	59.99	
Lynn Peavy Co.	Various Supplies for Forensics Van - Police Dept.	1,048.15	
Mark R. Atkins	Legal Services Rendered - Conflict Attorney - August / October 2007	5,797.00	Pymt #1
Martin J. Arbus, Esq.	Legal Services Rendered - Planning Board Attorney - October 2007	162.50	Pymt #4
MCAA of Monmouth County	Membership Dues - Coyne / Ravaschieri / Stamberger - 7/1/07-6/30/08 - Municipal Court	120.00	
McDonalds Restaurant	Prisoner Meals - September & October 2007 - Police Dept.	39.10	
Metrocall	Pager Rental - 10/1-12/31/2007 - Various Depts.	101.91	*
Mister G's	Food for Coaches Meeting & College Fair - 10/15 & 11/10/07 - Recreation Dept.	200.00	
Monmouth Council Boy Scouts	2008 Charter Renewal - Fire Dept.	236.00	*
Monmouth Truck Equipment	Install Keyless Entry - Director Of Public Safety's Vehicle - DPW	135.00	
Motor Vehicle Services	Transfer Title - 1997 Van - Police Dept.	20.00	*
Motorola C & E	Various Radio Equipment for Detective Use & Street Crimes Unit - Police Dept.	15,130.80	
NAACP	(8) Tickets for Long Branch Youth Freedom Fund Luncheon - 11/3/07 - Recreation Dept.	520.00	
New Jersey American Water	Utilities - Water - 9/26-11/7/2007 - Various Locations	17,005.55	*
New Jersey American Water	Utilities - Water - 9/6-10/4/2007 - Various Locations	21.25	*
NJ Local Boards of Health Assoc.	2007 Membership Dues - Dave Roach - Health Dept.	95.00	
NJ State Police / State Bureau of ID	Firearms ID Application Fee - Police Dept.	60.25	*
NJHOA	Registration - League of Municipalities Annual Brunch - 11/15/07 - D. Roach - Health Dept.	55.00	
NJRPA	Green Acres Luncheon - 11/1/2007 - Carl Jennings - Recreation Dept.	50.00	
Party Line	Tables & Chairs for Election Day - 11/6/2007 - City Clerk	269.23	
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 10/10/2007 - DPW	17,634.10	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Philips Medical Systems	Misc. Supplies for First Aid Inventory - Police Dept.	354.00	
PMK Group	Professional Services Rendered - Monmouth Rubber Plastics - June / October 2007	818.26	Pymt #11
Public Strategies	Professional Services Rendered - Lobbying Consultant - November 2007	2,500.00	Pymt #5
Quality Communications	Repair P.O. Monahan's Radio - Police Dept.	285.50	
Rahway Electric Supply	Light Bulbs for Senior Center Parking Lot	202.96	
Red The Uniform Tailor	Initial Issue of Uniforms - (5) New Recruits - Police Dept.	3,071.30	
Rittenhouse-Kerr Ford	Misc. Automotive Parts - Various Vehicles - DPW	1,646.60	
Ronald Mehlhorn Sr.	Reimbursement for 2008 Untuit Quick Books Edition	384.90	*
Russomano Enterprises	Rent for DPW - December 2007	500.00	
Saker Shoprites	Food for Halloween Party - 10/31/2007 - Senior Affairs	1,379.06	
Scoles Floorshine Industries	Misc. Janitorial Supplies - DPW	71.62	
Scott Beaver	Reimbursement of Registration Fee - Missing Persons Conf. - 10/23-10/25/07 - Police Dept.	20.00	
Seaboard Welding Supply	Welding Goggles for Night Fire Qualification - Police Dept.	119.40	
Second Baptist Church c/o Jane Watters	Bus Transportation to College Fair - 11/10/2007 - Recreation Dept.	450.00	
Sherwin Williams	Traffic Line Paint - Traffic / Police Dept.	1,002.45	
Shoreline Grading	Brush Grinding - October 2007	39,282.50	Final Pymt
The Music Makers c/o Isabella Berth	Entertainment for Halloween Party - 10/31/2007 - Senior Affairs	300.00	
Thompson Design Group	Professional Services Rendered - Broadway Gateway - July & August 2007	18,740.00	*
Total Fire Group c/o Trilex LTD.	Turnout Gear for Fire Dept. Personnel	14,307.20	
Tracey Barrett	Reimbursement of Registration Fee - Missing Persons Conf. - 10/23-10/25/07 - Police Dept.	20.00	
Trico Equipment	Misc. Parts - PW #105 - DPW	595.22	
Trump Taj Mahl Casino / Resort	Reservation for Conference - 12/5-12/6/2007 - Frank Ravaschiere - DPW	85.00	*
Uniform Headquarters	Uniforms for S.O. Philips & S.O. Brown - Police Dept. / Fire Bureau	519.50	
United States Plastic Corp.	Storage Containers for Police Dept.	131.94	
Usher Publishing	Printed Forms for Municipal Court	780.00	
Verizon	Utilities - Telephone - 11/1/2007 - Various Locations	9,989.25	*
Verizon Wireless	Laptop Service - 10/12/2007 - Various Depts.	1,658.25	*
W.B. Mason	Various Office Supplies - Various Depts.	2,366.22	
Warschauer Electric Supply	Electrical Materials for Police Dept.	26.00	
Zarc International	Pepper Spray for Inventory - Police Dept.	263.78	

TOTAL CURRENT

3,703,134.23

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - October 2007	264.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	833.31	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,500.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	264.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	19,280.63
City of Long Branch Clearing Account	Reimburse Clearing Account	*	53,713.48
I-Deal	Electronic Distribution of P.O.S. for Bond Sale	*	1,500.00
Jesco	Rental of Excavator - 7/9-8/5/2007 - Community Dev.		5,277.04
Lanigan Assoc.	Storage Case for Camera System to Hold DVD's - Police Dept.		264.70
R.W.V. Land & Livestock South	Purchase & Deliver Soil - 10/22-11/8/2007 - DPW	*	24,873.48 Pymt #11-12
The Standard Group	Various Materials for Planning Dept. Renovations		81.95
Thompson Design Group	Professional Services Rendered - Hotel Campus - July & August 2007	*	28,840.00 Pymt #1-2

TOTAL CAPITAL

136,692.59

Brice's Auto Supply	Misc. Automotive Parts - May / August 2007 - Animal Control		198.49
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,495.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,622.88
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,787.44
City of Long Branch Clearing Account	Reimburse Clearing Account	*	92.40
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007	*	329.49
City of Long Branch Payroll Agency	Payroll Dated 11/16/2007	*	341.19
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007	*	4,293.39
City of Long Branch Payroll Agency	Payroll Dated 11/16/2007	*	4,446.25
Geese Chasers	Geese Maintenance & Control - October 2007		645.66 Pymt #7
Long Branch Animal Hospital	Veterinary Services - October 2007		359.00 Pymt #10
NJ Dept. of Health & Senior Services	Dog License Report - October 2007	*	92.40

TOTAL DOG

21,703.59

A T & T	Utilities - Telephone - 10/28/2007 - Community Dev.	*	12.05
A T & T	Utilities - Telephone - 10/9-10/21/2007 - Community Dev.	*	74.76
Barbara Heggie	Choral Instruction - 10/22 & 10/29/2007 - Senior Affairs / Community Dev.		50.00
Beverly Baxter	Ceramic Instruction - September 2007 - Senior Affairs / Community Dev.		606.25
Bry's Marine	Misc. Parts for Utility Trailer - UEZ		523.94

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Charles Condore	Reimbursement of Expenses Incurred - Comm. Workers Clean Up - 11/3/07 - Comm. Dev.	*	28.35
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,674.23
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,910.46
City of Long Branch Clearing Account	Reimburse Clearing Account	*	74.76
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,910.43
City of Long Branch Clearing Account	Reimburse Clearing Account	*	18,530.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	476.23
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007	*	350.81
City of Long Branch Payroll Agency	Payroll Dated 11/16/2007	*	350.78
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007	*	4,559.65
City of Long Branch Payroll Agency	Payroll Dated 11/16/2007	*	4,559.65
Long Branch Chamber of Commerce	Payroll Dated 11/16/2007	*	1,500.00
Phyllis Salvato	Rent for Community Dev. - December 2007		455.00
Thompson Design Group	Pain Management Instruction - 10/15/2007 - Senior Affairs / Community Dev.	*	18,530.00
Verizon	Professional Services Rendered - General Services - July & August 2007	*	464.18
	Utilities - Telephone - 11/1/2007 - Community Dev.	*	
			Pymt #1-2

TOTAL HUD

62,641.53

Ambar I. Abelar, Esq.	Assigned Council - St. vs. P. Rogers & W. Fisher - 8/10 & 9/12/2007 - Municipal Court	*	400.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North I - October 2007	*	187.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - October 2007	*	979.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village I - October 2007	*	66.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - October 2007	*	1,016.04
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - October 2007	*	253.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts - October 2007	*	2,768.58
Birdsall Engineering	Engineering Services Rendered - February 2007 - Planning Board	*	370.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	59,161.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	16,212.14
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,400.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,269.62
City of Long Branch Clearing Account	Reimburse Clearing Account	*	16,303.64
City of Long Branch Clearing Account	Reimburse Clearing Account	*	23,060.00
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007	*	291.67
City of Long Branch Payroll Agency	Payroll Dated 11/16/2007	*	329.40
City of Long Branch Payroll Agency	Payroll Dated 11/2/2007	*	15,920.47

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 11/16/2007		*	15,974.24
Danielle Golba & Assoc.	Professional Services Rendered - September & October 2007 - Planning/Zoning Board			900.00
JN Properties	Tax Sale Premium		*	500.00
Joy Anderson, Esq.	Assigned Council - St. vs. M. Strong - 9/25/2007 - Municipal Court			200.00
Julianne Collins	Tax Sale Premium		*	900.00
Lillie Carthan / X-Pros Const.	RCA Housing Rehab Project - 170 N. 5th. Ave. - Community Dev.			16,690.00
Mark R. Atkins	Legal Services Rendered - Beachfront South - August / October 2007			1,111.00
Martin J. Arbus	Legal Services Rendered - 9/19-10/23/2007 - Planning Board			1,437.50
Michael A. Irene, Esq.	Legal Services Rendered - January / October 2007 - Zoning Board			1,450.00
Motorola C & E	Various Radio Equipment for Street Crimes Unit - Police Dept.			3,921.60
NJ Dept. of Labor - Div. Of Employer Accounts	Unemployment - September 2007		*	13,224.03
Norah Paul / Art Acker	RCA Housing Rehab Project - 367 Willow Avenue - Community Dev.			34,900.00
Stuart Lasher	Tax Sale Premium		*	1,800.00
Thompson Design Group	Professional Services Rendered - Beachfront South - July & August 2007		*	11,350.00
Thompson Design Group	Professional Services Rendered - Pier Village III - July 2007		*	4,420.00
Thompson Design Group	Professional Services Rendered - Pier Village II - July / August 2007		*	3,150.00
Thompson Design Group	Professional Services Rendered - Broadway Arts - July / August 2007		*	2,340.00

TOTAL TRUST OTHER

258,255.93