

WORKSHOP SESSION

CITY COUNCIL

MAY 13, 2008

6:00 P.M.

- 1 - DISCUSSION MANAHASSETT CREEK PARK
- 2 - PARKING ORDINANCES / DIRECTOR RICHARDS
 - A) NORTH OCEAN AVENUE
 - B) OAKLEY AVENUE
 - C) AVENEL BOULEVARD
- 3 - STINGERS (TENTATIVE) / DIRECTOR RICHARDS
- 4 - ADA RAMP - BIRDSALL ENGINEERING / RICK BROWN
- 5 - FUNFEST / CARL JENNINGS
- 6 - STATUS REPORT MASTER PLAN / KEVIN HAYES / CARL TURNER / MICHELE BERNICH
- 7 - REPORT ON NJ MARATHON / HOWARD WOOLLEY
- 8 - REVIEW OF REGULAR MEETING AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

MAY 13, 2008

ROLL CALL:

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

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

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

Irene A. Joline, RMC
City Clerk

PRESENTATION:

PROCLAMATION – KIDS DAY AMERICA

READING AND APPROVAL OF PREVIOUS MINUTES:

APRIL 22, 2008

CONSIDERATION OF ORDINANCES:
PUBLIC HEARING AND FINAL CONSIDERATION

#8-09 AN ORDINANCE AMENDING AND SUPPLEMENTING AN ORDINANCE OF THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH AND STATE OF NEW JERSEY CHAPTER 116 BEACHES – FEES 2008 (INTRODUCED: APRIL 22, 2008)

#9-08 AN ORDINANCE REAPPROPRIATING \$25,000 PROCEEDS OF OBLIGATION NOT NEEDED IN ORDER TO PROVIDE FOR THE PURCHASE OF STREET LIGHTING FOR THE OCEANFRONT PROMENADE IN AND BY THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH, NEW JERSEY (INTRODUCED: APRIL 22, 2008)

ORDINANCES FOR INTRODUCTION:
PUBLIC HEARING SCHEDULED FOR MAY 27, 2008

NONE

PUBLIC PARTICIPATION:

RESOLUTIONS:

R138-08 RESOLUTION ESTABLISHING CHANGE FUND DEPARTMENT OF RECREATION AND HUMAN SERVICES DIVISION OF CONSERVATION (BEACHES)

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

R140-08 RESOLUTION AUTHORIZING AGREEMENT FOR LEGAL SERVICES IN DEFENSE OF POLICE OFFICER GRIPPALDI

R141-08 RESOLUTION AUTHORIZING AGREEMENT FOR LEGAL SERVICES IN DEFENSE OF POLICE OFFICER MONAHAN

R142-08 RESOLUTION RELEASING ESCROW DEPOSITS (HUGHES)

R143-08 RESOLUTION REDUCING REQUIRED PERFORMANCE GUARANTEES (DIAMOND BEACH LLC)

R144-08 RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF DONALD AND ANNETTE BAKER, LONG BRANCH, NEW JERSEY

R145-08 RESOLUTION APPROVING THE RENEWAL OF LIQUOR LICENSE OF THE OCEANIC FOR THE 2007/2008 LICENSE TERM

R146-08 RESOLUTION APPROVING THE PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF MACHTOUB LLC TO MACHTOUB LLC

R147-08 RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE CONSTRUCTION OF A BARRIER FREE ACCESS RAMP AT OCEAN AVENUE AND MATILDA TERRACE

R148-08 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R149-08 RESOLUTION STATE OF NJ DEPT OF LAW AND PUBLIC SAFETY DIV OF CRIMINAL JUSTICE SAFE AND SECURE COMMUNITIES PROGRAM RESOLUTION OF PARTICIPATION

R150-08 RESOLUTION AMENDING RESOLUTION 93-08 (HOUSING AUTHORITY - GARFIELD COURT PROJECT)

R151-08 RESOLUTION TO REFUND TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH

R152-08 RESOLUTION TO REFUND TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH

R153-08 RESOLUTION TO REFUND TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH

R154-08 RESOLUTION TO REFUND TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH

R155-08 RESOLUTION TO CANCEL OPEN TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH THROUGH A DECLARATION OF TAKING

R156-08 RESOLUTION AUTHORIZING CONTRACT FOR ENTERTAINMENT FOR FAMILY FUN-FEST 2008

R157-08 RESOLUTION AWARDED CONTRACT FOR PURCHASE OF A REPLACEMENT VEHICLE FOR PUBLIC WORKS DEPARTMENT

R158-08 RESOLUTION AUTHORIZING CONTRACTS THROUGH MONMOUTH COUNTY COOPERATIVE PURCHASING PROGRAM

R159-08 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

R160-08 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL ENTERTAINMENT AND LIGHTS AND SOUNDS FOR VARIOUS SUMMER ENTERTAINMENT EVENTS 2008

R161-08 RESOLUTION APPROVAL PAYMENT OF BILLS

R162-08 RESOLUTION AUTHORIZING MAYOR OF THE CITY OF LONG BRANCH TO AWARD CONSTRUCTION CONTRACT TO PRECISE CONSTRUCTION FOR THE CONSTRUCTION OF MANAHASSETT CREEK PARK

APPLICATIONS:

1. APPROVAL OF THREE (3) RAFFLE LICENSES FOR THE SAN ALFONSO RETREAT HOUSE
2. APPROVAL OF A RAFFLE LICENSE FOR THE STAR OF THE SEA CHURCH
3. APPROVAL OF THE TRANSFER OF A TAXI OWNERS LICENSE FROM LISA JACKSON TO GHULAM KHAN
4. APPROVAL OF THREE (3) RAFFLE LICENSES FOR THE CYSTIC FIBROSIS FOUNDATION

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

#8-08

**AN ORDINANCE AMENDING AND SUPPLEMENTING AN
ORDINANCES OF THE CITY OF LONG BRANCH IN THE
COUNTY OF MONMOUTH AND STATE OF NEW JERSEY
CHAPTER 116 BEACHES FEES 2008**

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

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

A) Seasonal Beach Passes of the City of Long Branch shall be sold for the summer bathing season (extending from May 24, 2008 through August 22, 2008) commencing on May 1, 2008 at the below rate classification.

- | | |
|--------------------------------|---------------------------------------|
| 1. Children 17 & under | : <i>Free Admission</i> |
| Person 18 years of age thru 61 | : <i>Thirty-five \$35.00</i> |
| Person 62 years of age & over | : <i>Free Admission (ID Required)</i> |

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

- | | |
|--------------------------------|---------------------------------------|
| 1. Children 17 & under | : <i>Free Admission</i> |
| Person 18 years of age thru 61 | : <i>Five \$5.00</i> |
| Person 62 years of age & over | : <i>Free Admission (ID Required)</i> |

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

D) Sale of the Seasonal Beach Passes for the City of Long Branch shall be made at the Long Branch Recreation Office, 3 Bay Avenue, Long Branch, New Jersey, Monday through Friday from 10:00 AM to 4:00 p.m. and on weekends starting Memorial Day, badges will be available for sale at our Beach Office located at North Bath Avenue on the Boardwalk, commencing on June 23, 2008 Seasonal Beach Badges will be available on a Daily basis at North Bath Avenue Beach office only from 10:00 a.m. to 3:00 p.m..

SECTION II- Severability.

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

SECTION III

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

9-08

ORDINANCE REAPPROPRIATING \$25,000 PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE FOR THE PURCHASE OF STREET LIGHTING FOR THE OCEANFRONT PROMENADE IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:2-39, it is hereby determined that the following proceeds of obligations are no longer necessary for the purpose described therein:

\$25,000 pursuant to Bond Ordinance No. 12-02 finally adopted June 11, 2002, as supplemented by Bond Ordinance No. 24-03 finally adopted July 22, 2003, as further supplemented by Bond Ordinance No. 4-04 finally adopted February 24, 2004, Bond Ordinance No. 36-04 finally adopted October 12, 2004 and Bond Ordinance No. 20-05 finally adopted June 28, 2005.

Section 2. The \$25,000 proceeds described in Section 1 are hereby reappropriated pursuant to N.J.S.A. 40A:2-39 to provide for the purchase of street lighting for the oceanfront promenade.

Section 3. The capital budget of the City of Long Branch is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith.

Section 4. This ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

R# 138-08

RESOLUTION ESTABLISHING CHANGE FUND
DEPARTMENT OF RECREATION AND HUMAN SERVICES
DIVISION OF CONSERVATION (BEACHES)

WHEREAS, the City of Long Branch wishes to established a change fund in the Department of Recreation and Human Services, Division of Conservation, in the amount of \$3,500.00; and,

WHEREAS, said fund is required for the Beach operation of the City; and,

WHEREAS, the Director of Recreation and Human Services has requested that this fund be \$3,500.00; and,

WHEREAS, the Chief Financial Officer agrees that said request is reasonable.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, that the Change fund for the Department of Recreation and Human Services, Division of Conservation, be established for the year 2008 at \$3,500.00 and that the Director of Finance is hereby authorized to issue a check or checks to Carl Jennings, Director Recreation and Human Services, in a total amount equal to \$3,500.00, for said purpose.

R# 139-08

**RESOLUTION AUTHORIZING AGREEMENT
FOR LEGAL SERVICES IN DEFENSE OF
POLICE OFFICER BARD**

WHEREAS, the City of Long Branch pursuant to the contract entered into between the City and the Police Department for the ability of a police officer charged in a criminal case to have legal representation by an attorney of his choosing; and

WHEREAS, Ptl. Joshua Bard is a Police Officer employed by the Long Branch Police Department, has submitted an application to the City Attorney for legal representation by Charles Moriarty, Esq. relative to a Criminal Complaint, Incident # 2008-000271-1325 filed by Elias Arlequin; and

WHEREAS, the City Attorney has concluded that the Officer is entitled to retention of said attorney, and recommends a contract be authorized, in accordance with City Policy limiting the hourly rate for legal services to Police Officers to \$85.00 per hour, for an amount not to exceed \$750.00.

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds for said contract are available in the 2008 budget, Office of the City Attorney, Appropriation Line Item # _____.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch authorizes a contract for legal services in defense of Police Officer Joshua Bard relative to a Criminal Complaint filed by Elias Arlequin at the rate of \$85.00 per hour, for a sum not to exceed \$750.00.

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

BE IT FURTHER RESOLVED that the City Clerk shall have notice of award of this contract advertised in the City's official newspaper as required by law.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

AGREEMENT

THIS AGREEMENT MADE THIS 13th day of May, 2008

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

Hereinafter called the **CITY**

AND

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

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Charles M. Moriarty, Esq. to provide services for representing Ptl. Joshua Bard in the matter of charges preferred against him by Elias Arlequin, Summons #S-2008-000271-1325; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Irene A. Joline, RMC
City Clerk

Date: _____

CONTRACTOR

By: _____
Charles M. Moriarty, Esq.

Attested by:

Title: _____

Dated: _____

CHARLES M. MORIARTY

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

*Certified Criminal Trial Attorney
*Certified Civil Trial Attorney

Facsimile (732) 842-1592

May 5, 2008

via fax 732-222-8835 and regular mail

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

Re: State v. Officer J. Bard
Complaint No. S-2008-000271-1325

Dear Sir/Madam:

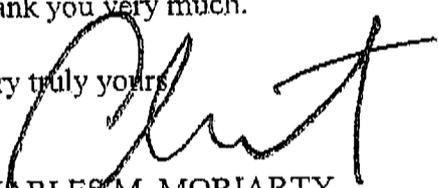
Please be advised that Officer J. Bard has asked me to represent him with regard to a complaint filed against him in the course of his duties.

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

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

Thank you very much.

Very truly yours,


CHARLES M. MORIARTY
CMM/mil

R# 140-08

**RESOLUTION AUTHORIZING AGREEMENT
FOR LEGAL SERVICES IN DEFENSE OF
POLICE OFFICER GRIPPALDI**

WHEREAS, the City of Long Branch pursuant to the contract entered into between the City and the Police Department for the ability of a police officer charged in a criminal case to have legal representation by an attorney of his choosing; and

WHEREAS, Ptl. Jeffrey Grippaldi is a Police Officer employed by the Long Branch Police Department, has submitted an application to the City Attorney for legal representation by Charles Moriarty, Esq. relative to a Criminal Complaint, Incident # 2008-000348-1325 filed by Johnetta Everett; and

WHEREAS, the City Attorney has concluded that the Officer is entitled to retention of said attorney, and recommends a contract be authorized, in accordance with City Policy limiting the hourly rate for legal services, to Police Officers to \$85.00 per hour, for an amount not to exceed \$750.00.

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds for said contract are available in the 2008 budget, Office of the City Attorney, Appropriation Line Item # _____.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch authorizes a contract for legal services in defense of Police Officer Grippaldi relative to a Criminal Complaint filed by Johnetta Everett at the rate of \$85.00 per hour, for a sum not to exceed \$750.00.

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

BE IT FURTHER RESOLVED that the City Clerk shall have notice of award of this contract advertised in the City's official newspaper as required by law.

**MOVED:
SECONDED:**

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

AGREEMENT

THIS AGREEMENT MADE THIS 13th day of May, 2008

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

Hereinafter called the **CITY**

AND

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

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Charles M. Moriarty, Esq. to provide services for representing Ptl. Jeffrey Grippaldi in the matter of charges preferred against him by Johnetta Everett, Summons # S-2008-000348-1325 ; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Irene A. Joline, RMC
City Clerk

Date: _____

CONTRACTOR

By: _____
Charles M. Moriarty, Esq.

Attested by:

Title: _____

Dated: _____

CHARLES M. MORIARTY

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

*Certified Criminal Trial Attorney
*Certified Civil Trial Attorney

Facsimile (732) 842-1592

April 30, 2008

via fax 732-222-8835 and regular mail

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

Re: Johnetta Everett v. Officer Jeffrey Grippaldi

Dear Sir/Madam:

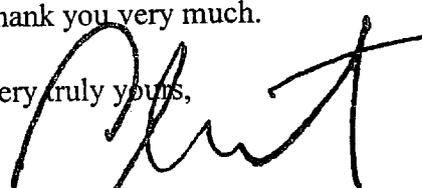
Please be advised that Officer Jeffrey Grippaldi has asked me to represent him with regard to a complaint filed against him in the course of his duties.

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

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

Thank you very much.

Very truly yours,



CHARLES M. MORIARTY
CMM/ml

R# 141-08

**RESOLUTION AUTHORIZING AGREEMENT
FOR LEGAL SERVICES IN DEFENSE OF
POLICE OFFICER MONAHAN**

WHEREAS, the City of Long Branch pursuant to the contract entered into between the City and the Police Department for the ability of a police officer charged in a criminal case to have legal representation by an attorney of his choosing; and

WHEREAS, Ptl. Michael Monahan is a Police Officer employed by the Long Branch Police Department, has submitted an application to the City Attorney for legal representation by Charles Moriarty, Esq. relative to a Criminal Complaint, Incident # 2008-000077-1325 filed by Sasha Everett; and

WHEREAS, the City Attorney has concluded that the Officer is entitled to retention of said attorney, and recommends a contract be authorized, in accordance with City Policy limiting the hourly rate for legal services to Police Officers to \$85.00 per hour, for an amount not to exceed \$750.00.

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds for said contract are available in the 2008 budget, Office of the City Attorney, Appropriation Line Item # _____.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch authorizes a contract for legal services in defense of Police Officer Monahan relative to a Criminal Complaint filed by Sasha Everett at the rate of \$85.00 per hour, for a sum not to exceed \$750.00.

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

BE IT FURTHER RESOLVED that the City Clerk shall have notice of award of this contract advertised in the City's official newspaper as required by law.

**MOVED:
SECONDED:**

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

AGREEMENT

THIS AGREEMENT MADE THIS 13th day of May, 2008

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

Hereinafter called the **CITY**

AND

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

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Charles M. Moriarty, Esq. to provide services for representing Ptl. Michael Monahan in the matter of charges preferred against him by Sasha Everett, Summons # S-2008-000077-1325; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Irene A. Joline, RMC
City Clerk

Date: _____

CONTRACTOR

By: _____
Charles M. Moriarty, Esq.

Attested by:

Title: _____

Dated: _____

CHARLES M. MORIARTY

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

*Certified Criminal Trial Attorney
*Certified Civil Trial Attorney

Facsimile (732) 842-1592

May 2, 2008

via fax 732-222-8835 and regular mail

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

Re: State v. Officer Monahan
Complaint No. S 2008 000077-1325

Dear Sir/Madam:

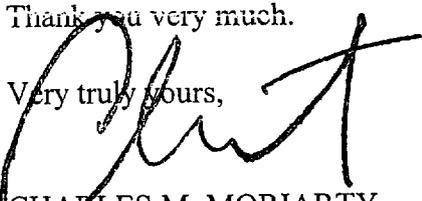
Please be advised that Officer Monahan has asked me to represent him with regard to a complaint filed against him in the course of his duties.

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

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

Thank you very much.

Very truly yours,



CHARLES M. MORIARTY
CMM/ml

R# 142-08

RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: Hughes
BLOCK: 329
LOT: 2

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

WHEREAS the application has been approved and the applicant is not proceeding with the project.

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

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Grading Escrow	\$511.11
Application Escrow	.42

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$511.53, plus accrued interest if applicable, to

James Hughes
379 Joline Avenue
Long Branch, NJ 07740

R# 143-08

**RESOLUTION REDUCING REQUIRED PERFORMANCE
GUARANTEES**

Project: Diamond Beach LLC
Block: 416
Lot: 6.01, 9, 9.01 & 10

WHEREAS the City Conflict Engineers, CMX, recommend the Performance guarantee on the above referenced project be reduced, and,

WHEREAS said reduction creates an excess deposit for said guarantees on said project, and,

WHEREAS the applicant has requested the reduction.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the performance guarantee on the above referenced project is hereby authorized follows:

	Original	Reduced By	New Amount
Surety:***	\$470,233.08	\$251,631.90	\$218,601.18
Cash	52,248.12	27,988.01	24,260.11

(***Surety = First Indemnity of America, #S20010, dated September 8, 2004, in the amount of \$470,233.08)

BE IT FURTHER RESOLVED, that the Director of Finance is hereby authorized to refund the amount of \$27,988.01 to:

Diamond Beach LLC
500 Harding Road
Freehold, NJ 07728

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to forward a certified copy of this resolution to the above named party to be used as proof of said reduction by the City Council so that the above referenced surety may be amended by the applicant if so desired.

R# 144-08

**RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF
DONALD AND ANNETTE BAKER, LONG BRANCH, JERSEY**

WHEREAS, the City of Long Branch entered into a City of Long Branch RCA Lien with Donald and Annette Baker, 209 Bath Avenue, Long Branch, New Jersey, in the sum of \$12,475.00 on August 17, 1998; and

WHEREAS, said mortgage was recorded on October 3, 1998 in Mortgage Book 6580 Page 5; and

WHEREAS, a mortgage modification was made on October 14, 1998 in the amount of \$18,325.00 and recorded on January 6, 1999 Book MB 6663 Page 394.

WHEREAS, pursuant to correspondence received on April 15, 2008 from Tonya Medina of the Office of Community & Economic Development, the homeowners have met the terms and conditions of the mortgage loans listed above and therefore are entitle to a Discharge of the RCA Lien.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount \$12,475.00 recorded on October 3, 1998 in Mortgage Book 6663 Page 5, and a Discharge of the Mortgage Modification in the amount of \$18,325.00 recorded on January 6, 1999 in Mortgage Book 6663 Page 394, in the form annexed hereto and made a part hereof;

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Discharge of Mortgage

A certain Mortgage dated **August 17, 1998**
Donald and Annette Baker

, was made by
209 Bath Avenue

to
City of Long Branch

This Mortgage was made to secure payment of \$ **12,475.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **October 3, 1998**, in Mortgage Book **6580** on Page **5**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on

A mortgage modification was made on October 14, 1998 in the amount of \$18,325.00 and recorded on January 6, 1999 in Book MB 6663, page 394.

Witnessed or Attested by: _____ (Seal)

_____ (Seal)

STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

SS:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

SS:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as

of _____ the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:
TONYA MEDINA

CITY OF LONG BRANCH
344 BROADWAY
LONG BRANCH, NEW JERSEY 07740

Print name and title below signature

(For Recorder's Use Only)

R# 145-08

**RESOLUTION APPROVING THE LIQUOR
LICENSE OF THE OCEANIC FOR THE
2007/2008 LICENSE TERM**

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

The Oceanic

1325-33-073-011

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

MOVED:

SECONDED:

AYES:

NAYS:

ABSENT:

ABSTAIN:

BOARDWALK CAFE
MACHTOUB LLC

310 OCEAN AVENUE

OWNER:

PRAVEEN SHARMA
NABIL ELMACHTOUB
DAAD ELMACHTOUB

STATE LICENSE # :
TRANSFERRED:
STATUS:

1325-33-073-011
JULY 27, 1999
ACTIVE

R# 146-08

**RESOLUTION APPROVING PERSON TO PERSON
TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF
MACHTOUB LLC TO MACHTOUB LLC**

WHEREAS, Machtoob LLC has applied for a person to person transfer of Plenary Retail Consumption License No. 1325-33-073-011 and the application for transfer appears to be complete in all respects; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-073-011, in the name of Machtoub LLC be and the same is hereby transferred to Machtoob, LLC.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

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

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

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

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

For your information

Oceanic – 310 Ocean Avenue
Person-to-Person transfer

Initially transferred to Machtoub LLC on July 27, 1999

Three individuals, Nabil and Daad Elmachtoub and Praveen Sharma under the corporate name of Machtoub LLC, owned this license.

Nabil and Daad Elmachtoub sold their shares to Praveen Sharma. He formed a new corporation, which is Machtoob, LLC.

All paperwork is in order for your approval.

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE
CONSTRUCTION OF A OF BARRIER FREE ACCESS RAMP AT OCEAN
AVENUE AND MATILDA TERRACE**

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

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

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

WHEREAS, a total of twelve (12) firms picked up plans and specifications; and

WHEREAS, bids were received from the following six firms:

Albert Marine Construction Inc.	\$72,495.00
Landsite Construction Company	\$96,827.00
Dave Larkin Builders, Inc.	\$114,500.00
Bird Construction	\$158,697.00
B & B Construction	\$250,000.00
Diamond Construction	\$268,000.00

and;

WHEREAS the above referenced project was bid as a single lump sum consisting of the complete construction of the barrier free access ramp set forth in the plans and specifications prepared by the City engineers; and

WHEREAS, the City engineers, Birdsall engineering have reviewed the bid documents and find that the low bidder, Albert Marine Construction, Inc. of Forked River, New Jersey is experienced in the type of work to complete construction and has included the required items as set forth in the specifications and;

WHEREAS, based on the allocated funding and subject to the review and approval of the City attorney, The City engineers recommend that the City of Long Branch award a contract to Albert Marine Construction, Inc. of Forked River, New Jersey in an amount not to exceed \$72, 495,000.00,and;

WHEREAS, funds are available in account number _____for said project as certified to by the Chief financial officer of the City of Long Branch and;

WHEREAS, the City Engineers, Birdsall Engineering's estimate for the project was \$80,000.00 and;

WHEREAS, the low bid by a responsible bidder is less than the City's engineer's estimate and;

WHEREAS, the City attorney has reviewed the bid documents as well as the information provided under cover of April 23, 2008 by the City engineers and concurs in the recommendation of the City engineer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of The City of Long Branch be and the same is hereby authorized to enter into a contract for the construction of a barrier free beach access ramp on Ocean Avenue and Matilda Terrace to Albert Marine Construction, Inc. of Forked River, New Jersey in the amount not to exceed \$72, 495.00.

BE IT FURTHER RESOLVED that a copy of the resolution be forwarded to the Attorney for the plaintiff, Austin Gelzer, Jeffrey B. Williams, Esq. + upon its passage and certification of passage by the Clerk of the City of Long Branch.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN:



City of Long Branch
344 Broadway
Long Branch, NJ 07740

April 23, 2008
Job No. 2-06544-420010

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

**Re: Bid Award Recommendation
Ocean Avenue and Matilda Terrace
Barrier-Free Beach Access Ramp (B-2008-08)**

Dear Mr. Woolley:

Bids were received and publicly opened at the City Municipal Building on Thursday, April 17, 2008 at 10:00 A.M., prevailing time, for the above-referenced project. A total of twelve (12) firms picked up plans and specifications. Bids were received from the following six (6) firms:

<u>Bidder</u>	<u>Base Bid Total</u>
Albert Marine Construction Inc. Forked River, NJ	\$72,495.00
Landsite Construction Company Roselle Park, NJ	\$96,827.00
Dave Larkin Builders, Inc. Avon-by-the Sea, NJ	\$114,500.00
Bird Construction Bayville, NJ	\$158,697.00
B & B Construction Howell, NJ	\$250,000.00
Diamond Construction Brick, NJ	\$268,000.00

The above-referenced project was bid as a single lump sum consisting of the complete construction of the barrier-free beach access ramp as set forth in the plans and specifications.

We have reviewed the bid documents, and find that the low bidder is experienced in the type of work required to complete construction and has included the required items as set forth in the specifications. Based on the allocated funding and subject to the review and approval of the City Attorney, we recommend that the City of Long Branch award a contract to Albert Marine Construction, Inc. of Forked River, New Jersey, in the amount of \$72,495.00. Our Engineer's Estimate for this project was \$80,000.00.

611 Industrial Way West
Eatontown, NJ 07724-2213
P 732.380.1700
F 732.380.1701

529 Route 9
Barnegat, NJ 08005-2160
P 609.698.1144
F 609.698.6814

560 Hudson Street, 3rd Floor
Hackensack, NJ 07601
P 201.562.1500
F 201.562.1501

BIRDSALL ENGINEERING, INC.

CONSULTING & ENVIRONMENTAL ENGINEERS

A
BIRDSALL SERVICES GROUP
COMPANY

Howard H. Woolley, Jr.
Page 2 of 2

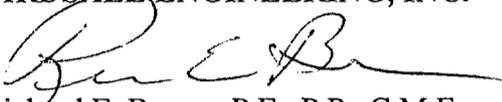
April 23, 2008
Job No. 2-06544-420010

Enclosed, please find a copy of the bid tabulations for the six (6) bidders for this project. The original bid documents have been forwarded to the Clerk's Office to be available for review by the City Attorney, Mayor and Council and yourself.

Should you or the Council have any questions or require any additional information concerning the recommendation of award, please contact the undersigned at (732) 380-1700, ext. 1206.

Very truly yours,

BIRDSALL ENGINEERING, INC.



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

REB:CJL:skn
Enclosures

- c: Irene A. Joline, RMC, City of Long Branch (*w/encl.*)
- James Aaron, Esq., Ansell Zaro Grimm & Aaron, P.C. (*w/encl.*)
- Kathy Schmelz, Deputy Clerk, City of Long Branch (*w/encl.*)
- Fred Migliaccio, Director of Public Works (*w/encl.*)

BID SUMMARY FOR:
 OCEAN AVE - MATILDA TER
 BARRIER FREE BEACH ACCESS RAMP
 LONG BRANCH

Item	Description	Units	Qty	ALBERT MARINE CONSTRUCTION, INC.			LANDSITE CONSTRUCTION COMPANY			DAVE LARKIN BUILDERS, INC.			
				Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total
1	BARRIER-FREE BEACH ACCESS RAMP	LS	1		\$0.00	\$0.00		\$96,827.00	\$96,827.00	\$0.00	\$0.00	\$114,500.00	*
	Total Bid Amount				\$0.00	\$0.00		\$96,827.00	\$96,827.00		\$0.00	\$114,500.00	*
	BID GUARANTEE				X			X			X		
	CERTIFICATE OF SURETY				X			X			X		
	STATEMENT OF OWNERSHIP				X			X			X		
	LIST OF SUBCONTRACTORS				X			X			X		
	ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO CONTRACT DOCUMENTS				X			X			X		
	CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS REGISTRATION				X			X			X		
	NON-COLLUSION AFFIDAVIT				X			X			X		
	CONTRACTOR'S EXPERIENCE STATEMENT				X			X			X		
	BIDS STATED IN FIGURES AND IN WRITING				X			X			X		
	ALL FORMS SIGNED, INITIALED, CERTIFIED, AND NOTARIZED				X			X			X		
	GENERAL CONTRACTOR'S NJDOL CONTRACTOR REGISTRATION CERTIFICATE				X			X			X		
	UNIT PRICES SUBMITTED AND EXTENSIONS PROPERLY COMPUTED				X			X			X		

BID SUMMARY FOR:
 OCEAN AVE - MATILDA TER
 BARRIER FREE BEACH ACCESS RAMP
 LONG BRANCH

Item	Description	Units	Qty	BIRD CONSTRUCTION			B & B CONSTRUCTION			DIAMOND CONSTRUCTION					
				Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.
1	BARRIER-FREE BEACH ACCESS RAMP	LS	1	\$158,697.00	\$158,697.00	\$158,697.00		\$250,000.00	\$250,000.00	\$250,000.00		\$268,000.00	\$268,000.00	\$268,000.00	
	Total Bid Amount				\$158,697.00	\$158,697.00			\$250,000.00	\$250,000.00			\$268,000.00	\$268,000.00	
	BID GUARANTEE				X				X				X		
	CERTIFICATE OF SURETY				X				X				X		
	STATEMENT OF OWNERSHIP				X				X				X		
	LIST OF SUBCONTRACTORS				X				X				X		
	ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO CONTRACT DOCUMENTS				X				X				NO		
	CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS REGISTRATION				X				X				X		
	NON-COLLUSION AFFIDAVIT				X				X				X		
	CONTRACTOR'S EXPERIENCE STATEMENT				X				X				X		
	BIDS STATED IN FIGURES AND IN WRITING				X				X				X		
	ALL FORMS SIGNED, INITIALED, CERTIFIED, AND NOTARIZED				X				X				X		
	GENERAL CONTRACTOR'S NJDOL CONTRACTOR REGISTRATION CERTIFICATE				X				X				X		
	UNIT PRICES SUBMITTED AND EXTENSIONS PROPERLY COMPUTED				X				X				X		

R# 148-08

**RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
TAX COURT OF NEW JERSEY
JUDGMENT**

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the years indicated and,

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

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

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown on the attached sheet in the total amount of \$106,554.45.

BLOCK	LOT	NAME	YEAR	AMOUNT
2 1276 Ocean Ave	8.01	Chabot, Margalite 1276 Ocean Ave Long Branch, NJ 07740	2007	3,506.24
15 5 Garfield Terr.	4	City of Long Branch (refund applied to future taxes per judgment)	2007	1,414.35
15 1175 Ocean Ave	11	City of Long Branch (refund applied to future taxes per judgment)	2007	2,812.54
27 988 Elberon Ave	16	JAC ELBERON FLP 988 Elberon Ave Long Branch, NJ 07740	2007	14,298.41
28 1026 Ocean Ave	2	Benatar, Victor 1026 Ocean Ave Long Branch, NJ 07740	2007	12,570.20
28 1068 Ocean Ave	6	Hassine, Samuel 1068 Ocean Ave Long Branch, NJ 07740	2007	9,670.11
28 2 Sycamore Ave	13.01	2 Sycamore Ave., LLC 1053 Elberon Ave Long Branch, NJ 07740	2007	4,671.40
28 4 Sycamore Ave	13.02	4 Sycamore Ave., LLC 1053 Elberon Ave Long Branch, NJ 07740	2007	4,594.62
29 2 Pullman Ave	10	Mosseri, Joseph & Laurie 2359 Ralph Ave Brooklyn, NY 11234	2007	902.49
30 47 Sycamore Ave	3	Rathe, Robert & Adelle 960 Park Ave New York, NY 10028	2007	5,448.62
63 81 N. Lake Ave	3	Gani, Michael & Monica 1915 86 th St. Brooklyn, NY 11214	2007	202.05
216 10 Pavilion Ave	21	Peter L. Davidson, LLC attorney for Ocean View Towers Assocites 154 S. Livingston Ave Suite 207 Livingston, NJ 07039	2007	46,463.42

R# 149-08

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

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

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

WHEREAS, the City of Long Branch wishes to apply for a project under the Safe and Secure communities Program; and

WHEREAS, the Long Branch City Council has reviewed the application and has approved said request; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that:

- 1 - As a matter of public policy the Applicant's Unit of Government wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
- 2 - The Attorney General of New Jersey will receive funds on behalf of the Applicant.
- 3 - The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
- 4 - The Division of Criminal Justice shall initiate allocations to the applicant as authorized by law.

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

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the City Council of the City of Long Branch held on the 13th day of May, 2008 and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED: This 14th day of May, 2008

SEAL

Signature of Certifying Officer

Ronald J. Mehlhorn, Sr.
Name of Certifying Officer

Title of Certifying Officer

Grant # P- 4279

SAFE AND SECURE COMMUNITIES APPLICATION CHECK LIST

SUBGRANTEE: CITY OF LONG BRANCH

GRANT NUMBER: P- 4279

INSTRUCTIONS: The Application Check List is provided to serve as a guide to ensure the submission of a complete application.

Return two (2) copies of the completed application; ONE (1) copy must contain original signatures.

APPLICATION:

SUBGRANTEE TO SUBMIT:

- Applicant Information Form
- Program Application Narrative
- Budget Detail
- Application Authorization (Signed by Mayor)
- Grant Agreement Certification (Signed by appropriate official)
- General Conditions and Assurances (Signed by Mayor)
- Special Conditions (Signed by Mayor)
- Resolution of Participation and Certification of Recording Officer with ORIGINAL RAISED SEAL

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. IT IS IMPORTANT THAT ALL OF THE ABOVE-CITED ITEMS BE SUBMITTED WITH THE APPLICATION.**

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

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICANT INFORMATION FORM

Two (2) copies of the entire application are required, one (1) with original signatures.

1. **Municipality:** CITY OF LONG BRANCH NEW JERSEY
2. **Police Department:** LONG BRANCH
3. **Address:** 344 BROADWAY
LONG BRANCH, NEW JERSEY **Zip Code:** 07740
4. **Project Duration:** From JUNE 2008 To JUNE 2009
(Requested Starting and Concluding Dates)
5. **Project Director** (Person listed on the contract & co-signer on financial reports):
Name WILLIAM RICHARDS Title DIRECTOR OF PUBLIC SAFETY
Address 344 BROADWAY Telephone No. 732 222-7000 EXT. 5676
LONG BRANCH, NEW JERSEY 07740 Fax No. 732 222-1346
Email Address WRICHARDS@CI.LONG-BRANCH.NJ.US (Required) WRICHARDS@CI.LONG-BRANCH.NJ.US
6. **Contact Person** (Person directly responsible for project operations):
Name LT. LYNDON B. JOHNSON Title GRANT OFFICER
Address 344 BROADWAY Telephone No. 732 222-1000 EXT. 5394
LONG BRANCH, NEW JERSEY 07740 Fax No. 732 222-1346
LJOHNSON@CI.LONG-BRANCH.NJ.US
Email Address _____ (Required)
7. **Fiscal Officer** (Person who co-signs financial reports):
Name RONALD MEHLHORN Title DIRECTOR OF FINANCE
Address 344 BROADWAY Telephone No. 732 222-7000 EXT. 5688
LONG BRANCH, NEW JERSEY 07740 Fax No. 732 222-1556
RMEHLHORN@CI.LONG-BRANCH.NJ.US
Email Address _____ (Required) [SS rev'd 2/22/08]



**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



May 05, 2008

1.) The Safe & Secure officers, in addition to standard patrol duties, are assigned to perform community-policing functions within the City. Both officers are bilingual, and have roots in both the Hispanic and Korean communities. The City of Long Branch happens to have a sizable undocumented population. Police Officer Aponte's ability to communicate, and relate to members of the Central and South American population of the City, is critical to our law enforcement efforts. This is particularly important in light of the anonymity and insulation from law enforcement, associated with illegal immigrant status. This is true in cases wherein these individuals are victims, witnesses, or potential suspects. Police Officer Kim, in addition to his knowledge of, and relationships with the Korean community, has forged a close relationship with the Portuguese and Brazilian communities. We have had persistent difficulties associated with undocumented members of these communities violating the provisions of New Jersey motor vehicle laws, with respect to false documents, and falsely obtained registrations. It constitutes a widely recognized issue for our department. Police Officer Kim has been in the forefront in addressing this matter.

2.) In cultivating and enhancing our department's knowledge and relationships with our largely illegal Central and South American populations, our Safe & Secure grant funded officers provide a vital function, with respect to public safety in the City of Long Branch. If I were to attempt to identify the salient negative factor, with respect to crime solving and solvability, it would probably be anonymity. The best example of this might be found in the difficulties, which law enforcement faces, when dealing with itinerant serial killers. By and large, law enforcement solves crimes because law enforcement either knows the players, or is familiar with individuals who know the players. When dealing with illegal populations, who by virtue of their status, are insulated from law enforcement (along with any number of other institutions, e.g., banks, health care, etc.), generating specific individual relationships between police officers and civilians is critical. Officers Aponte and Kim have both been very successful in this regard, and have enhanced our department's ability to address the issue of crime in our jurisdiction.

ONE OF TWO



**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



May 05, 2008

Officer Aponte is currently assigned to the patrol division. He continues to live in the community he serves. He is a well-liked member of this agency as well as in the community. He speaks English and Spanish fluently, and his translations have been instrumental in numerous investigations. He continues to willfully assist with translations for other agencies as well, including the court, surrounding police agencies, county and state agencies, and the community. Long Branch, as well as Monmouth County has a large Hispanic population, which makes Officer Aponte continue to be an important asset to this agency.

Officer Kim is also assigned to the patrol division, and has served with distinction. He also continues to reside in the community he serves. P.O. Kim is fluent in English and Korean. He is often called on by other law enforcement agencies for translation. P.O. Kim continues to lead the department in motor vehicle enforcement, and remains a member of the Ceremonial Honor Guard. P.O. Kim has a martial arts background, and has utilized his knowledge by becoming an instructor for defensive tactics, self-defense, side handle baton, expandable baton, and the ASP. He teaches members of this agency as well as new recruits at the Monmouth County Police Academy, and Special Officers in Ocean County. P.O. Kim is also an important asset to this agency.

TWO OF TWO

Applicant: CITY OF LONG BRANCH
 Appendix "A"

Grant # P. 4279

Section A - Budget Detail (Estimate)
 Whole Dollars Only

COST ELEMENT		State Share	Local Match	Project Total
A. Salaries and Wages				
Rank and Name of Each Grant Funded Person	% of time	Current	Annual Salary	
SAME AS BELOW	100% FOR BOTH		SAME AS BELOW	
List the names and salaries of personnel assigned to the grant:				
PATROLMAN RAUL APONTE #249	(\$91,141.00 NOT INCLUDING BENEFITS)	\$25,657.00	\$65,484.00	\$91,141.00
PATROLMAN YuJung Kim #252	(\$91,141.00 NOT INCLUDING BENEFITS)	\$25,657.00	\$65,484.00	\$91,141.00
PTL. KIM'S FRINGE BENEFITS COST \$34,508.00 PER YEAR				
HEALTH-DENTAL-LIFE INSURANCE-PENSION PLAN				
PTL. APONTE'S FRINGE BENEFITS COST \$30,420.00				
HEALTH-DENTAL-LIFE INSURANCE-PENSION PLAN				
Sub-total Salaries		\$51,314.00	\$130,968.00	\$182,282.00
Fringe Benefits (@100%)		0	\$64,928.00	\$64,928.00
Total Salaries		\$51,314.00	\$195,896.00	\$247,210.00

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

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization to submit an application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled:

SAFE AND SECURE COMMUNITIES PROGRAM

at an estimated total project cost of \$ 250,000.00.

The undersigned agrees upon approval of this project on behalf of the unit of government, to comply with the conditions applicable to grants awarded. The undersigned's signature indicates that the information provided within the application is accurate and complete and that the applicant intends to comply with all conditions applicable to subgrants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et. seq. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state and federal funds.

Complement of Officers and Other Law Enforcement Personnel:

The undersigned certifies that, as of the date of this document, the staffing of the applicant police department with respect to the number of actively employed personnel is as follows:

<u>100</u>	Police Officers	<u>25</u>	Other Law Enforcement Personnel (non-police employees who perform paperwork and related support services, thereby allowing police officers to devote more time to direct community policing duties)
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This application consists of the following attachments in addition to this form:

1. Applicant Information Form,
2. Program Application Narrative,
3. Budget Detail,

4. Grant Agreement Certification,
5. General Conditions,
6. Special Conditions,
7. Resolution of Participation and Certification for local units of government.

The Subgrantee certifies that all grant funds shall be used exclusively for the purposes specified in the grant award. As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

ADAM SCHNEIDER

Printed Name

Mayor

Title

CITY OF LONG BRANCH

Name of Local Unit of Government

5/6/2008

Date

Signature

Grant # P- 4279

[ss rev'd 2/25/08]

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

SAFE AND SECURE COMMUNITIES PROGRAM

GRANT AGREEMENT CERTIFICATION

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

hereby certifies:

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

(hereafter "municipal grant recipient"). I am submitting this certification in conjunction with the provision of grant funds in the amount of \$51,314.00
(Dollar amount of funds)

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

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

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

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

4. I further certify that I will ensure that the municipal grant recipient shall use all grant funds exclusively for the purposes specified in the grant award.

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

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

Signature

RONALD J. MEHLHORN SR.

Printed Name

CITY OF LONG BRANCH

Name of Local Unit of Government

DIRECTOR OF FINANCE

Title

5/5/2008

Date

Grant # P- 4279

[SS rev'd 2/7/08]

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

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. The Subgrantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. The Subgrantee agrees to comply and to require its contracts to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all federal, State, municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in the performance of this Subgrant. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subgrant.
4. The Subgrantee agrees that it will comply and to require its contracts to comply with the requirements of the Federal and State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et. al., and P.L. 1975, c. 127 and all implementing regulations. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subaward.
5. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. § 42.301 et seq., it will maintain a current plan on file. The Subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Subgrantee will forward a copy of the finding to DCJ.

6. The Subgrantee understands and agrees to comply with State Treasury Circular Letter OMB 93-13-GSA regarding Debarments, Suspensions & Disqualifications. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act. and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et. seq.
8. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's The Financial Guide, Part III, Chapter 19 (2005)(available on the web at: <http://www.ojp.usdoj.gov/FinGuide/>), Government Accountability Office's Government Auditing Standards (Yellow Book), and the State of New Jersey, Department of Treasury, Circular Letter (State Circular Letter) 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
10. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable Federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-87, A-122, A-21, etc.), according to OJP's The Financial Guide, Part III, Chapter 7, Allowable Costs (2005), and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.
11. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other State agencies until the required reports have been submitted.
12. The Subgrantee agrees to provide information required for any evaluation conducted by L&PS, DCJ and the State of New Jersey.

13. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Any deviations from the approved budget or extensions in the grant period require prior approval via DCJ Form 108, Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
 - d. The Subgrantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Form 108, Grant Adjustment Request Form.
14. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. Program income includes any interest earned of \$250 or more in a fiscal year on advances of grant funds. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives.
15. The Subgrantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
16. The Subgrantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the

Subgrantee's operations. LP&S reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Subgrantee to perform such audits.

17. The Subgrantee agrees to retain all grant records for a period of seven years, unless otherwise directed by DCJ, state, or federal statute. The Subgrantee agrees that this period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit finding involving grant records is started before the end of the seven-year period.
18. Subgrantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS.
20. If applicable, the Subgrantee agrees that it will deposit advances of State grants in interest bearing accounts.
21. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.

22. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.
23. The Subgrantee agrees that LP&S may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. LP&S shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by LP&S under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
24. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
25. The Subgrantee agrees that under certain instances it may be considered "High Risk":
 - a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter 07-05-OMB, Standard Grant Agreement Form, VIII Financial Management System.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
 - i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Subgrantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:

- i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
26. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
27. The Subgrantee agrees that it shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

CITY OF LONG BRANCH
Subgrantee Municipality

Grant # P-- 4279

ADAM SCHNEIDER
Typed Name of Mayor

Signature of Mayor

5/5/2008
Date

[SS revd 1/30/08]

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

SAFE AND SECURE COMMUNITIES PROGRAM

SPECIAL CONDITIONS

Subgrantee:

Subgrant Number: P-

Project Duration:

1. **Prohibited Use of Funds:** The Subgrantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **No Supplanting of Local Funds:** The Subgrantee agrees that funds made available under the Safe and Secure Communities Act Grant Program will not be used to supplant local funds.
3. **Compliance with Program Laws and Regulations:** Subgrantee agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq., and as outlined in letters sent to the applicant.
4. **Baseline Regular Complement:** The Subgrantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Subgrantee certify that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.

6. **Match Requirement:** The Subgrantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses above the grant award. The Subgrantee will also agree to satisfy any State requirement on matching and cost sharing.
7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the supervisor and project director.
9. **Financial and Performance Reporting:** The Subgrantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Subgrantee also agrees to file a timely Final DCS within thirty (30) days after the end date of the grant period and a Final Grant Narrative Report. The Final Grant Narrative Report is a grant narrative describing the past year's activities and accomplishments.
10. **Availability of Grant Funds:** The Subgrantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that full funding for each year's grant depends on the continued collection of sufficient program revenue. The Subgrantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire state award.
11. **Timely Return of Completed Application:** The Subgrantee agrees to complete and return the Application Package (Applicant Information Form, Program Application Narrative, Budget Detail Form, Application Authorization, Grant Agreement Certification, General Conditions and Assurances, Special Conditions, and Resolution of Participation and Certification of Recording Officer with original raised seals) and to return an executed contract within sixty (60) days of mailing from DCJ. The Subgrantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Subgrantee's award.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

CITY OF LONG BRANCH
Subgrantee Municipality

Grant # P-- 4279

ADAM SCHNEIDER
Typed Name of Mayor

Signature of Mayor

5/5/2008
Date

JAN. 1, 2008 to DEC. 31, 2008
Subgrantee's Fiscal Year
[Start date/End date]

[SS revd 2/25/08]



Due May 14
2008

JON S. CORZINE
Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
PO BOX 085
TRENTON, NJ 08625-0085
TELEPHONE: (609) 984-6500

ANNE MILGRAM
Attorney General

GREGORY A. PAW
Director

March 14, 2008

Director William Richards
Long Branch Police Department
344 Broadway
Long Branch, New Jersey 07740

**Re: Safe and Secure Communities Program Continuation Funding
Grant Number P-4279**

Dear Director Richards:

The Division of Criminal Justice is accepting applications for the Safe and Secure Communities Act Grant Program. The State Fiscal Year 2008 allocation plan includes funding to continue the personnel grant to your municipality. Your previous grant number was P-3979, and this grant number is P-4279.

As you know, funding for the Safe and Secure grant program is derived from fines imposed on criminal convictions. Due to a shortfall in program revenues, it has been necessary to reduce continuation awards for the 2008 funding cycle. Accordingly, your Safe and Secure grant award will be \$51,314. Funding allocations are based on a data-driven formula and take into account each municipality's police need or workload measured by the number of violent and nonviolent crimes divided by that municipality's number of police officers. The distribution plan is calculated on information reported in the most recently published *2006 Uniform Crime Report* (2006).

The grant must operate a minimum of one year from the end date of your previous award. Again, your municipality must pay all fringe benefit costs associated with the personnel hired as well as all costs in excess of the grant award. Also, the Safe and Secure Communities Program requires that a municipality shall not reduce its baseline complement of police officers and other law enforcement personnel (as increased by personnel funded with this award) during the grant period.

Please note that a new *Safe and Secure Program Administration and Funding Guidelines* booklet has been compiled to assist you with the application process, reporting requirements and state compliance issues. The booklet contains all of the required application documents.



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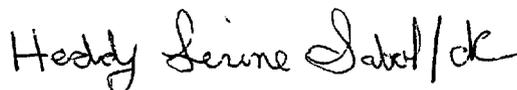


Please ensure that all items on the enclosed application checklist are completed prior to submitting your application. Two copies of the completed application (one with **original** signatures) must be submitted to the Program Development Section by May 14, 2008. The receipt of grant funds may be contingent upon the timely filing of your grant application and financial reports. Your application cannot be finalized until all paperwork has been received and the file of your current grant is officially closed.

Again, future budgetary shortfalls are possible, and you are encouraged to identify alternative funding sources to supplement any potential reduction in grant funds.

The Program Development Section is available to assist you in the preparation of this application and with any other technical assistance that may be required. Please feel free to contact Ida R. Pennacchi at (609) 292-1462 for any additional information.

Very truly yours,



Heddy Levine-Sabol, Chief
Program Development Section

Encls.

c: William Dornier, Captain
Lyndon B. Johnson, Lieutenant
Ronald Mehlhorn, Chief Fiscal Officer
Terri Riccitiello, DCJ Fiscal Analyst
Ida R. Pennacchi, DCJ Program Analyst

[SS rev'd 2/28/08]

R# 150-08

RESOLUTION AMENDING RESOLUTION 93-08

WHEREAS, the City of Long Branch passed on March 11, 2008 a resolution authorizing the Mayor of the City of Long Branch to enter into a contract of sale to the Long Branch Housing Authority for Garfield Court Affordable Housing Project known as Phase II of said Garfield Court Project; and

WHEREAS, the intent of the resolution was to have the City of Long Branch convey real estate known as Block 399, Lot 20.01 to the Housing Authority as the Housing Authority needs the property for the project; and

WHEREAS, the resolution allows for the contract of sale to the builder rather than to Housing Authority; and

WHEREAS, the Housing Authority is the proper recipient of the property from the City of Long Branch; and

WHEREAS, the resolution should be amended to state,

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch and the County of Monmouth, State of New Jersey that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the contract of sale of property known as Block 399 lot 20.01 to the Housing authority of the City of Long Branch for the sum of one dollar. And that servitude of said property is limited to the development of Phase II, Garfield Court affordable housing in the form annexed to and made a part hereof.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

R# 151-08

RESOLUTION TO REFUND
TAXES DUE TO THE
PROPERTY BEING OWNED
BY THE CITY OF LONG BRANCH

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the taxes shown below be refunded due to the property being owned by the City of Long Branch and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to refund the overpayment and charge 2007 taxes in the amount of \$2,928.72.

BLOCK	LOT	NAME	AMOUNT
302	6	ANGELIDES, STEPHEN & VLASTAKIS, E	2,928.72
52 SEAVIEW AVE		605 SINCLAIR AVE	
		STATEN ISLAND, NY 10312	

R# 152-08

**RESOLUTION TO REFUND
TAXES DUE TO THE
PROPERTY BEING OWNED
BY THE CITY OF LONG BRANCH**

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the taxes shown below be refunded due to the property being owned by the City of Long Branch and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to refund the overpayment and charge 2007 taxes in the amount of \$6,781.62 and charge 2007 interest and costs in the amount of \$182.44.

BLOCK	LOT	NAME	AMOUNT
302 38 SEAVIEW	9	MM-BEACHFRONT NORTH II, LLC 100 VILLAGE COURT HAZLET, NJ 07730	3,530.96
302 21 OCEAN TERR	16	MM-BEACHFRONT NORTH II, LLC 100 VILLAGE COURT HAZLET, NJ 07730	3,433.10

R# 153-08

RESOLUTION TO REFUND
TAXES DUE TO THE
PROPERTY BEING OWNED
BY THE CITY OF LONG BRANCH

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the taxes shown below be refunded due to the property being owned by the City of Long Branch and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to refund the overpayment in the amount of \$3,393.32 to be refunded to the prior owner and \$448.24 to be applied to the unpaid balance on block 302 lot 9 for a total charge to 2007 taxes in the total amount of \$3,841.56.

BLOCK	LOT	NAME	AMOUNT
302 46 SEAVIEW AVE	7	ANGELIDES, STEPHEN & VLASTAKIS, E. 605 SINCLAIR AVE STATEN ISLAND, NY 10312	3,393.32
302 38 SEAVIEW AVE	9	CITY OF LONG BRANCH (TO BE APPLIED TO UNPAID BALANCE)	448.24

R# 154-08

**RESOLUTION TO REFUND
TAXES DUE TO THE
PROPERTY BEING OWNED
BY THE CITY OF LONG BRANCH**

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the taxes shown below be refunded due to the property being owned by the City of Long Branch and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to refund the overpayment and charge 2007 taxes in the amount of \$1,261.50.

BLOCK	LOT	NAME	AMOUNT
302	16	DELUCA, FRANCES T.	1,261.50
21 OCEAN TERR		21 OCEAN TERR. LONG BRANCH, NJ 07740	

R# R155-08

**RESOLUTION TO CANCEL
OPEN TAXES DUE TO THE
PROPERTY BEING OWNED
BY THE CITY OF LONG BRANCH
THROUGH A DECLARATION OF TAKING**

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the 2007 taxes shown below are to be cancelled due to the property being owned by the City of Long Branch and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below for the tax year 2007 in the total of \$14,365.16.

BLOCK	LOT	OWNER	AMOUNT
302	6	CITY OF LONG BRANCH	2,928.72
302	7		3,841.56
302	9		2,989.48
302	16		4,605.40

R# 156-08

**RESOLUTION AUTHORIZING CONTRACT
FOR ENTERTAINMENT FOR
FAMILY FUN-FEST 2008**

WHEREAS, the City of Long Branch Recreation Department wishes to contract with Funny Factory Productions to provide a Family Fun-Fest entertainment event on the oceanfront in the area of the Great Lawn on June 8, 2008; and

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

WHEREAS, the City's Recreation Director has negotiated a contract, annexed hereto, with Funny Factory Productions for said entertainment event, and it is his recommendation, and that of the Business Administrator, that it is in the City's best interest to enter into this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract as follows:

2008 Temporary Budget, Dept. of Recreation, Appro. #8-01-082-242	\$3,500
CDBG Budget, Appropriation #H-02-033-253	\$2,000
Trust Budget, Appropriation #T-14-100-096	\$1,000
Trust Budget, Appropriation #T-14-100-098	\$1,000

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract with Funny Factory Productions, to provide a Family Fun-Fest entertainment event on June 8, 2008, in accordance with the terms and conditions of the contract annexed hereto, for a sum not to exceed \$7,500.

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

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

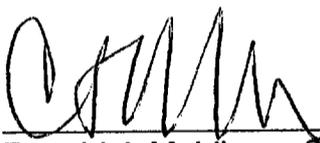
ENTERTAINMENT PERFORMANCE FOR FAMILY FUN-FEST

Said contract being made as follows:

FUNNY FACTORY PRODUCTIONS \$7,500

Said funds being available in the form of:

2008 TEMPORARY BUDGET	
DEPARTMENT OF RECREATION, APPRO. #8-01-082-242	\$3,500
CDBG BUDGET	
THIRTY THIRD YEAR	
APPRO. #H-02-033-0253	\$2,000
TRUST BUDGET	
RECREATION TRUST-SPECIAL EVENTS	
APPRO. #T-14-100-096	\$1,000
RECREATION TRUST	
APPRO. #T-14-100-098	\$1,000


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

5-7-08

Date

Funny Factory

PRODUCTIONS

Vincent A. Pagliano, 240 Swimming River Road #C, Colts Neck, NJ 07722-1528
732-741-4459, FAX 732-747-3841, FunnyFactoryNJ@aol.com

"FAMILY FUN-FEST" 2008 Agreement

(Originally Submitted January 22, 2008) Revised April 11, 2008

Funny Factory Productions

and the

City of Long Branch, Recreation Department

Public Events: Day Long Activities - SUNDAY... JUNE 8, 2008

IT IS UNDERSTOOD THAT:

The **Funny Factory Productions** and the **City of Long Branch, Recreation Department** will work jointly to carry forth the successful completion of the event known as "FAMILY FUN-FEST". The event will include both clown and magic shows, game time, a parade and public contest. The Funny Factory Productions will also provide administrative services to include the advertising/promotion and oversee the vender solicitation and supervision.

PART I

FUNNY FACTORY PRODUCTION RESPONSIBILITIES:

- a.) Produce advertising, public relations and promotion.
- b.) Provide insurance in the amount of one million dollars to co-name **City of Long Branch**.
- c.) Coordinate production of the weekend events on the Great Lawn & Promenade for Saturday:
 - **11:00 AM to 11:30 AM - FAMILY FUN-FEST "Magic Show"**
Start the day with a Fun Comedy Magic Show at the Great Lawn Stage.
 - **11:30 AM to 12:00 PM - FAMILY FUN-FEST "Clown Balloon Fun"**
Meet the clowns to have a fun balloon hat made just for you, Great Lawn.
 - **12:15 PM to 1:00 PM - FAMILY FUN-FEST "Parade & Band Show"**
Join the "Funny Factory Clown Band" on parade from the Pier Village.
Followed by a "Family Fun Robot" contest in their futuristic costumes, the best robots receive trophies.
Parade along to fun band music and see a fun band show at the Great Lawn Stage.
 - **1:15 PM to 1:45 PM - FAMILY FUN-FEST "Game Slam"**
FUN-FEST Clown Games, Great Lawn. Parachute games, beach balls, hoola-hoops and more.
 - **2:00 PM to 2:30 PM - FAMILY FUN-FEST "Circus Stage Show"**
Have a great time at the FUN-FEST Great Lawn Stage.
Featuring... VAPPO The Clown, Mark Goldstein, magician & Doug Young, juggler circus artist.
 - **3:00 PM to 3:30 PM - FAMILY FUN-FEST "Magic Show"**
Another Fun Comedy Magic Show at the Great Lawn Stage.
 - **3:45 PM to 4:15 PM - FAMILY FUN-FEST "Game Slam"**
Participate in some more great FUN-FEST Clown Games, Great Lawn.
 - **4:30 PM to 5:00 PM - FAMILY FUN-FEST "Circus Stage Show"**
Have a great time at the FUN-FEST Great Lawn Stage.
 - **ALL DAY** - Visit merchants at their booths and visit with Magic and Clown strollers, Great Lawn & Promenade.
 - There will be trophies for the general public Robot Costume Competitions following the parade.

d.) Other than any condition, as outlined further in this agreement, that is out of the hands of the Funny Factory Productions, failure on the part of the Funny Factory Production to provide these activities will cause forfeiture of funds back to the City of Long Branch

e.) Additionally; all vending to be held exclusive to the Funny Factory Productions, to include multiple vendors and sales. A fee will be charged to the vendors by the Funny Factory Productions. A portion of the fee, \$25.00 will be paid to the City of Long Branch and deducted from the final payment from the City. In the event of cancellation all vender fees will be returned.

PART II

CITY OF LONG BRANCH SPONSORSHIP RESPONSIBILITIES:

a.) Provide Great lawn, Oceanside Promenade and stages with electricity to stage parade to include any necessary township permits for the shows and the parade. *This does not include necessary permits required by law for vendors.*

b.) Additionally, all available booth space along the Promenade are to be made available to the Funny Factory Productions.

c.) Provide boardwalk security during special events and parade.

d.) Provide reserved parking areas for performers, vendors. Parking admission by event permit.

PART III

Furthermore; "Family Fun-Fest" is the property of the Funny Factory Productions. This name is held exclusively with all rights and privileges to the use and reproduction of the name.

Furthermore; Use of the name "Family Fun-Fest" is granted to the City of Long Branch via this agreement for the purposes of advertising and promotion for the duration of this agreement. Any use of the name for any other purpose needs written approval from the Funny Factory Productions.

Furthermore; The Funny Factory Productions shall not be financially penalized for failure to produce any outdoor events do to inclement weather or any other act of God other than outlined in this agreement. Payment of administrative production costs are exclusive of rain or shine. It is understood that inclement weather shall be such as to jeopardize the safety of the performance participants and or general public. The Funny Factory Productions shall not be responsible for any failure to perform due to Acts of God, Labor Disputes, Government Authority, Accidents or Terrorists Threats or Acts.

Furthermore; It is understood that all payments to produce "Family Fun-Fest" as outlined will be made in full on the agreed date. All good faith efforts will be utilized by both parties to the completion of said event.

PART IV

Production includes the costs for the event on Sunday, June 8, 2008:

- a.) One marching band: Funny Factory Clown Band
- b.) Trophies for all competitions
- c.) Staff and magic, clown and band performers
- d.) Operating administrative costs (Incidentals, related to advertising promotion costs and administrative costs.)

PART V

Family Fun-Fest Additional Provisions:

1.) The Family Fun-Fest event will operate in the City of Long Branch with this agreement for one year with the option on the part of either party to reapply the agreement for future years.

SUNDAY, JUNE 8, 2008

AGREEMENT TO FOLLOW 2008 PROGRAM AS OUTLINED

Production of the event:

1.) **Fee Structure:** Clown Shows, Parade and events with trophies, to include administrative costs**TOTAL \$ 7,500.00**

2.) **Requirements:** The Funny Factory Productions will receive, at no charge to Funny Factory Productions, the following locations for the use of the production, entertainment and vender operations from the City of Long Branch:

- a. Great Lawn and Stage area with Reserved Parking Areas for Staff and Vendors.
- b. The Promenade for Vendors.
- c. Parade route into the Village Pier and back.
- d. The event needs the use of the electric at the Great Lawn Stage.
- e. Public Safety personnel

3.) **Permits and Licenses:** Permits to operate the event and the parade shall be provided by the City of Long Branch.

4.) **Cancellation:** Funny Factory Productions shall not be held responsible for any contingent on weather, rain, winds and other Acts of God or any cancellation of events that are out of their control. Cancellation of the event will be made in the interest of public safety with the consultation and approval of the City of Long Branch.

5.) **Administrative and Production Costs:** All administrative costs involved in the production of the event will be paid in full regardless of cancellation in the amount of **\$2,000.00**. The fees reflect expenditures made prior to the event on behalf of the City of Long Branch. To include advertising, promotion, printing mailing, supplies trophies and other administrative costs.

6.) Entertainment and Staff Cancellation:

a. In the event of cancellation is forty-eight (48) hours or more prior the event a fee of **\$2,750.00** (50%) is to be paid for holding the entertainers and staff, twenty-two (22) people. *(Exclusive of administrative fees.)*

b. If cancellation is within twelve (12) hours the payment shall be **\$4,125.00** (75%) is to be paid for holding the entertainers and staff, twenty-two (22) people.. *(Exclusive of administrative fees.)*

c. There is no financial cancellation on day of event, payment is to be 100%.

7.) **Vender Fees:** A vender fee of \$25.00 per "paid" 10' X 10' booth space will be paid to the City of Long Branch. These fees will be deducted from the final payment by the City in as much as they will have been collected in advance by the Funny Factory Productions on the behalf of the City. A total of the fees collected to be deducted will be presented to purchasing in advance of the event date. In the event of inclement weather and the cancelation of the event all fees are to be returned to the said vendors in full. No monies will be owed to the City in that case..

8.) **Payment:** To be made in full on the day of event, \$7,500.00, less vender fees. To include administrative and entertainment.

PAYMENT SCHEDULE FAMILY FUN-FEST 2008:

Final Funding, JUNE 8, 2008..... \$ 7,500.00



Vincent A. Pagliano, Producer, Funny Factory Productions

April 11, 2008

Dated

Representative, City of Long Branch

Dated

Presenting... Long Branch's

"FAMILY FUN-FEST"

It's for Families... it's Fun... it's Festive!
Enjoy a great day on the Great Lawn.

Long Branch's Great Lawn at the ocean has a day of fun events with... Clowns, Magicians, Bands, Stage Shows, Games, Crafts, Food and More!

★ SUNDAY, JUNE 8, 2008 ★



★ 11:00 AM to 11:30 AM - Family Fun-Fest "MAGIC SHOW"

Start the day with a Fun Comedy Magic Show - *Great Lawn Stage.*

★ 11:30 AM to 12:00 PM - Family Fun-Fest "CLOWN BALLOON FUN"

Hey, kids meet the clowns to have a fun balloon hat made just for you. - *Great Lawn.*

★ 12:15 PM - Family Fun-Fest "PARADE & BRASS BAND SHOW"

Join the "Funny Factory Clown Band" on parade from the Pier Village's.

"Festival Park". Parade along to fun band music and see a fun band show -

Great Lawn Stage too. Become a "Family Fun Robot" and come dressed in your fun Robot costume, the best Robots win trophies and prizes.

The Registration Table for all ages will be in place behind the Great Lawn

Stage in a tent along the Promenade from 10:00 AM to 11:30 AM.

★ 1:15 PM to 1:45 PM - Family Fun-Fest "GAME SLAM"

Participate in some great FUN-FEST Clown Games - *Great Lawn.*

★ 2:00 PM to 2:30 PM- Family Fun-Fest "CIRCUS STAGE SHOW"

Featuring... VAPPO The Clown, Mark Goldstein & Doug Young - *Great Lawn Stage.*

★ 3:00 PM to 3:30 PM- Family Fun-Fest "MAGIC SHOW"

Another Fun Comedy Magic Show - *Great Lawn Stage.*

★ 3:45 PM to 4:15 PM - Family Fun-Fest "GAME SLAM"

Participate in some more FUN-FEST Clown Games - *Great Lawn.*

★ 4:30 PM to 5:00 PM - "CIRCUS STAGE SHOW"

Featuring... VAPPO The Clown, Mark Goldstein & Doug Young - *Great Lawn Stage.*

★ ALL DAY - See the many vendors with food and merchandise at their booths and visit with Magic and Clown strollers - *Great Lawn & Promenade.*

Produced By the Funny Factory Productions with the Sponsorship of the Long Branch Recreation Department.



City of Long Branch, 344 Broadway, Long Branch, NJ 07740
PLEASE COMPLETE AND RETURN TO THE CITY CLERK'S OFFICE THIRTY (30) DAYS BEFORE YOUR EVENT. IF YOU
PLAN ON USING CITY OWNED PROPERTY THIS FORM MUST BE RETURNED WITH A CERTIFICATE OF INSURANCE
NAMING THE CITY AS ADDITIONAL INSURED IN THE AMOUNT OF \$1,000,000.00

SPECIAL EVENT PERMIT APPLICATION (247-4 PERMITS FOR SPECIAL EVENTS)

Event: LONG BRANCH'S FAMILY FUN-FEST
Date: JUNE 8th, 2008 Time / Hours: 11:00 AM - 5:30 PM (9:30 AM SET-UP)
Applicant / Contact: VINCENT A. PAGLIANO phone #: 732-741-4459
Address: 240 SWIMMING RIVER ROAD #C, COLTS NECK, NJ 07722
Participating Sponsor: THE CITY OF LONG BRANCH / RECREATION DEPT.
Address: 344 BROADWAY, LB, NJ, 07740 phone #: 732-571-6545
Location: PROMENADE TO PIER VILLAGE, GREAT LAWN & STAGE
 Park Public Space / Street Beach
 Private Property (impacting city services/public safety)
 Quasi-Public Space (impacting city services/public safety)

Purpose: A DAY OF FUN ACTIVITIES WITH ENTERTAINMENT AND A MINI-PARADE FOR THE FAMILIES OF LONG BRANCH

Description of Event: DAY LONG EVENTS, MAGIC SHOWS, CIRCUS STYLED SHOWS, CLOWNS, STILT WALKERS, BRASS BAND, MINI-PARADE, PUBLIC CONTEST, VENDORS - CRAFTS - FOOD - MERCH AND SEVERAL COMMUNITY SERVICES. (SEE ATTACHED SCHEDULE)

Will food be served at this event? Yes No

Cooked on premise: Catered:

Planned / Estimated Attendance: 2,000 plus Attendee Fees / Charges FREE

Proceeds: Private Charitable

On Scene Event Manager: VINCENT A. PAGLIANO phone #: 732-245-4319 (CELL)

City Sponsored Event City Sanctioned Event

Comments: THE FUNNY FACTORY PRODUCTIONS HAS PRODUCED SIMILAR PUBLIC EVENTS INTO THIS THE TWENTY-SEVENTH YEAR (FIRST TIME EVENT UNKNOWN ATTENDANCE)

City Equipment or services requested:

POLICE

NAME OF CONTACT PERSON IN THE CITY WHERE ALL CALLS SHOULD BE DIRECTED:

CARL F. JENNINGS

732-571-6545

NAME DIRECTOR OF RECREATION
& HUMAN SERVICES

TELEPHONE #

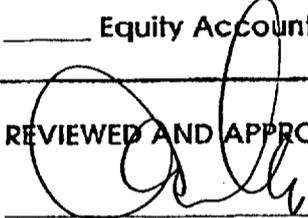
*****DO NOT WRITE BELOW THIS LINE*****

Standards for Issuance:

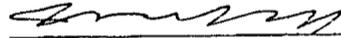
- _____ No unreasonably interference to general public
- _____ No detraction from promotion of public health, welfare, safety and recreation
- _____ Does not unreasonably restrict, obstruct, interfere or impede pedestrian right of way, vehicular right of way or ingress or egress from the requested or abutting property
- _____ If "Sanctioned", no extraordinary or burdensome expenses upon the City
- _____ Location/ Facility not already reserved for same date/time
- _____ Reasonable anticipation activity will not include violence, crime or disorderly conduct, or create a nuisance
- _____ Certificate of insurance naming the City as an additional insured for said place, date, and time
- _____ All requirements and conditions (fees, salary costs, public safety coverage, traffic control plans, etc.) listed on an approval permit are to be met

_____ Equity Account Established: _____ Date _____ Amount

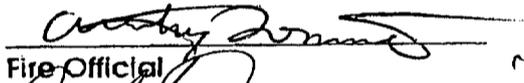
REVIEWED AND APPROVED BY:



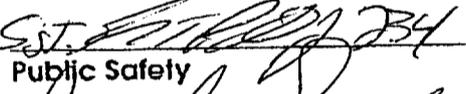
Mayor Adam Schneider



Administration



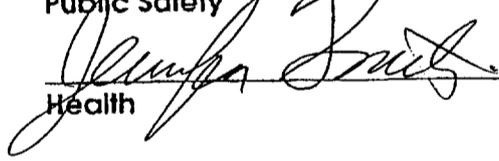
Fire Official



Public Safety



Recreation



Health

Dept. Public Works

DENIED: _____ DATED: _____

REASON: _____

R # 157-08

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF A REPLACEMENT VEHICLE
FOR PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Long Branch has the need to replace the vehicle assigned to the Director of the Department of Public Works; and

WHEREAS, in accordance with NJAC 5:34-7.21, a local unit of government may award a contract without publicly advertising for bids when purchasing under any contract entered into on behalf of the government of the county in which it is located, and, further, in accordance with N.J.S.A. 19:44A-20.4 et seq., said contracts, being publicly advertised, are considered to be awarded through a fair and open process; and

WHEREAS, there exists a Monmouth County co-op contract with Plaza Dodge-Ford/Motors Fleet for a Ford Explorer 4-wheel drive vehicle, as detailed the documents annexed hereto, and it is the recommendation of the Public Works Director that this vehicle will meet the needs of his department; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the **Capital Budget, Ordinance #06-08, Appropriation # C-04-091-601, in the amount of \$22,191.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Plaza Dodge-Ford/Motors Fleet**, for purchase of a Ford Explorer 4WD vehicle, as detailed in the documents annexed hereto, in accordance with the terms and conditions of Monmouth County Contract #F-321-07, **for a sum not to exceed \$22,191.**

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

MOTORS FLEET
 900 HWY 35
 OCEAN, NEW JERSEY 07712
 732-502-9925 fax 732-502-9943
 Email: mcaso@sansoneauto.com

CONTRACT QUOTATION

<p>Vendor</p> <p>Name: <u>MOTORS FLEET/Michelle Caso</u></p> <p>Address: <u>900 HWY 35</u> <u>OCEAN, NJ 07712</u> <u>732-502-9925</u></p>	<p>Ship To</p> <p>Name: <u>City of Long Branch</u></p> <p>PHONE: <u>732-571-6520</u></p> <p>FAX: <u>732-222-2449</u> 7</p> <p>ATTN: <u>Fred Miglaccio</u></p>
--	--

Qty	Units	Description	Unit Price	TOTAL
1	1	2008 Ford Explorer XLT 4x4	\$23,291.00	\$23,291.00
1	1	4.0 L V6 Engine (credit)	(\$1,100.00)	(\$1,100.00)
<p>**PER MONMOUTH COUNTY CO-OP RESOLUTION #08-152</p> <p>EXTERIOR COLOR: **please note on your PO!!</p> <p>INTERIOR COLOR: **same as above**</p> <p><i>White/Graphite</i></p>				
SubTotal				\$22,191.00
Shipping & Handling				
TOTAL				\$22,191.00

NOTES

- Monmouth County CO-OP Bid
-
-
-

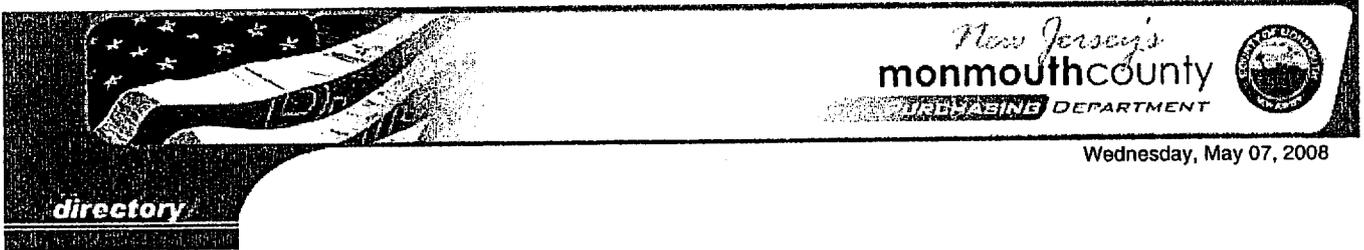
Shipping Date _____

Approval _____

Date 4/18/2008
 Sales Rep M.CASO
 Fleet general manager
 Email: mcaso@sansoneauto.com

Notes/Remarks

When ready to place your order, please fax PO to 732-502-9943 and mail original to address above-- thanks!!



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- [Awarded RFB's](#)
- [Fair and Open Process](#)
- [Upcoming RFP's](#)
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F-321-2007

FURNISH AND DELIVER THREE (3) FORD EXPLORERS XLT 4 X 4 OR EQUIVALENT FOR VARIOUS COUNTY DEPARTMENTS (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
 Special Services Complex, 2nd Floor
 300 Halls Mill Road
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379

Contact: _____ **Delivery Date:** _____

Number	Item Description	Unit	Unit Price
PLAZA DODGE/FORD/MOTORS FLEET 732-502-9925			
1	FORD EXPLORER XLT 4X4 OR EQUIVALENT EQUIPPED WITH ALL STANDARD FEATURES OFFERED. ENGINE SHALL BE 4.6K 3-VALVE V8 WITH 6-SPEED AUTOMATIC TRANSMISSION--- STANDARD CLASS II TOW HITCH RECEIVER, 3.55 AXLE RATIO @ 3500 LBS.--- 4 WHEEL ANTI-LOCK BRAKE SYSTEM (ABS)--- 17" PAINTED - ALUMINUM WHEELS--- P245/65RX17 A/T BSW, H RATED TIRES--- 130 AMP ALTERNATOR--- CONTROL TRAC 4-WHEEL DRIVE SYSTEM--- MAINTENANCE-FREE 72 APM BATTERY--- INDEPENDENT FRONT AND REAR SUSPENSION. BLACK SIDE, RUNNING BOARDS SHALLBE INCLUDED--- CLOTH FRONT AND REAR SEATING AND FLOOR MATS--- 2ND ROW 60/40 SPLIT FOLDING BENCH WITH RECLINE--- LICENSE PLATE BRACKET--- CONVENIENCE GROUP (96A)--- SKID PLATE PACKAGE--- DAYTIME RUNNING LAMPS--- HEATED MIRRORS--- REMOTE AUTO START--- POWER WINDOWS AND DOOR LOCKS--- AIR CONDITIONING--- AM/FM STEREO--- CARGO MANAGEMENT SYSTEM--- REAR WINDOW DEFROSTER--- ROOF SIDE RAILS/BLACK--- SIDE AIRBAGS COLOR: CHARCOAL INTERIOR AND VAPOR SILVER EXTERIOR	LS	\$23,291.00
2	FORD EXPLORER XLT 4X4 OR EQUIVALENT EQUIPPED WITH ALL STANDARD FEATURES OFFERED. ENGINE SHALL BE 4.6K 3-VALVE V8 WITH 6-SPEED AUTOMATIC TRANSMISSION--- STANDARD CLASS II TOW HITCH RECEIVER, 3.55 AXLE RATIO @ 3500 LBS.--- 4 WHEEL ANTI-LOCK BRAKE SYSTEM (ABS)--- 17" PAINTED - ALUMINUM WHEELS---	LS	\$23,291.00

	<p>P245/65RX17 A/T BSW, H RATED TIRES--- 130 AMP ALTERNATOR--- CONTROL TRAC 4-WHEEL DRIVE SYSTEM--- MAINTENANCE-FREE 72 APM BATTERY--- INDEPENDENT FRONT AND REAR SUSPENSION. BLACK SIDE, RUNNING BOARDS SHALLBE INCLUDED--- CLOTH FRONT AND REAR SEATING AND FLOOR MATS--- 2ND ROW 60/40 SPLIT FOLDING BENCH WITH RECLINE--- LICENSE PLATE BRACKET--- CONVENIENCE GROUP (96A)--- SKID PLATE PACKAGE--- DAYTIME RUNNING LAMPS--- HEATED MIRRORS--- REMOTE AUTO START--- POWER WINDOWS AND DOOR LOCKS--- AIR CONDITIONING--- AM/FM STEREO--- CARGO MANAGEMENT SYSTEM--- REAR WINDOW DEFROSTER--- ROOF SIDE RAILS/BLACK--- SIDE AIRBAGS</p> <p>COLOR: CHARCOAL INTERIOR AND REDFIRE METALLIC EXTERIOR</p>		
<p>3</p>	<p>FORD EXPLORER XLT 4X4 OR EQUIVALENT EQUIPPED WITH ALL STANDARD FEATURES OFFERED.</p> <p>ENGINE SHALL BE 4.6K 3-VALVE V8 WITH 6-SPEED AUTOMATIC TRANSMISSION--- STANDARD CLASS II TOW HITCH RECEIVER, 3.55 AXLE RATIO @ 3500 LBS.--- 4 WHEEL ANTI-LOCK BRAKE SYSTEM (ABS)--- 17" PAINTED - ALUMINUM WHEELS--- P245/65RX17 A/T BSW, H RATED TIRES--- 130 AMP ALTERNATOR--- CONTROL TRAC 4-WHEEL DRIVE SYSTEM--- MAINTENANCE-FREE 72 APM BATTERY--- INDEPENDENT FRONT AND REAR SUSPENSION. BLACK SIDE, RUNNING BOARDS SHALLBE INCLUDED--- CLOTH FRONT AND REAR SEATING AND FLOOR MATS--- 2ND ROW 60/40 SPLIT FOLDING BENCH WITH RECLINE--- LICENSE PLATE BRACKET--- CONVENIENCE GROUP (96A)--- SKID PLATE PACKAGE--- DAYTIME RUNNING LAMPS--- HEATED MIRRORS--- REMOTE AUTO START--- POWER WINDOWS AND DOOR LOCKS--- AIR CONDITIONING--- AM/FM STEREO--- CARGO MANAGEMENT SYSTEM--- REAR WINDOW DEFROSTER--- ROOF SIDE RAILS/BLACK--- SIDE AIRBAGS</p> <p>COLOR: CHARCOAL INTERIOR AND VAPOR SILVER EXTERIOR</p> <p>BASE BID \$ 23,291.00 LESS AUTO START SYSTEM \$ 320.00 = \$ 22,971.00</p>	<p>LS</p>	<p>\$22,971.00</p>

**COUNTY OF MONMOUTH
REQUEST FOR BID**



RFB# F-321-2007

This Is Not An Order

PLAZA DODGE/FORD/MOTORS FLEET
ATT: JOHN HIMMELMAN
900 STATE HWY. 35
OCEAN NJ 07712 USA
(732) 502-9925

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

FURNISH AND DELIVER THREE (3) FORD EXPLORERS XLT 4 X 4 OR EQUIVALENT FOR VARIOUS COUNTY DEPARTMENTS (MONMOUTH COUNTY CO-OP)

RFB MUST BE RECEIVED NO LATER THAN January 15, 2008 10:30

FOR DELIVERY TO: Central Motor Pool
Public Works Complex
250 Center Street Freehold, NJ 07728

DELIVERY DATE ASAP * Delivery is 60-95 days ARO *

ITEM NO.	DESCRIPTION	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
1	<p>FORD EXPLORER XLT 4X4 OR EQUIVALENT EQUIPPED WITH ALL STANDARD FEATURES OFFERED.</p> <p>ONE (1) FOR THE FIRE ACADEMY (TOWING ASSIGNMENT) ONE (1) FOR THE POLICE ACADEMY (WEAPONS TRANSPORT) ONE (1) FOR INSURANCE REPLACEMENT</p> <p>ENGINE SHALL BE 4.6K 3-VALVE V8 WITH 6-SPEED AUTOMATIC TRANSMISSION--- STANDARD CLASS II TOW HITCH RECEIVER, 3.55 AXLE RATIO @ 3500 LBS.--- 4 WHEEL ANTI-LOCK BRAKE SYSTEM (ABS)--- 17" PAINTED - ALUMINUM WHEELS--- P245/65RX17 A/T BSW, H RATED TIRES--- 130 AMP ALTERNATOR--- CONTROL TRAC 4-WHEEL DRIVE SYSTEM--- MAINTENANCE-FREE 72 APM BATTERY--- INDEPENDENT FRONT AND REAR SUSPENSION. BLACK SIDE, RUNNING BOARDS SHALL BE INCLUDED--- CLOTH FRONT AND REAR SEATING AND FLOOR MATS--- 2ND ROW 60/40 SPLIT FOLDING BENCH WITH RECLINE--- LICENSE PLATE BRACKET--- CONVENIENCE GROUP (96A)--- SKID PLATE PACKAGE--- DAYTIME RUNNING LAMPS--- HEATED MIRRORS--- REMOTE AUTO START--- POWER WINDOWS AND DOOR LOCKS--- AIR CONDITIONING--- AM/FM STEREO--- CARGO MANAGEMENT SYSTEM--- REAR WINDOW DEFROSTER--- ROOF SIDE RAILS/BLACK--- SIDE AIRBAGS</p> <p>COLOR(S) SHALL BE DETERMINED IN ACCORDANCE WITH THE LISTED STANDARD AVAILABLE FOR THE XLT 4X4 MODEL, PRIOR TO AWARD OF CONTRACT.</p> <p>DEDUCT OPTICNS</p>	3 EACH	\$23,291. ⁰⁰	\$69,873. ⁰⁰

COUNTY OF MONMOUTH
REQUEST FOR BID

RFB# F-321-2007

This Is Not An Order



ITEM	DESCRIPTION	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
	THE COST OF THE FOLLOWING OPTIONS SHALL BE STIPULATED AND DEDUCTED FROM THE BID PROPOSAL IF DETERMINED PRIOR TO AWARD OF CONTRACT. 4.0L SOHC V-6 CYLINDER ENGINE WITH 5-SPEED AUTOMATIC TRANSMISSION: LESS \$ <u>1,100.00</u> (IN LIEU OF V-3 WITH 6-SPEED AUTOMATIC TRANSMISSION) DELETE AUTO START SYSTEM LESS \$ <u>320.00</u> Packaging: <u>Ford 2008</u> MFG/Brand: <u>Explorer 4x4 XLT V8</u> Product No: <u>U73</u> Variances, If Any: <u>none</u>	3	\$23,291.00	\$69,873.00
			(1,100.00)	(3300.00)
			(320.00)	(960.00)

deducted prices ARE included in total price (options) only

TOTAL: \$65,613.00

**RESOLUTION AUTHORIZING CONTRACTS THROUGH
MONMOUTH COUNTY COOPERATIVE PURCHASING PROGRAM**

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 its Monmouth County Cooperative Purchasing Program; and

WHEREAS, the City of Long Branch has the need to purchase certain goods and services for use in the day to day operation of its various departments and the Purchasing Agent, after consultation with the various City Department Heads, has recommended that it would be advantageous to the City to secure those purchases through certain contracts issued by the County of Monmouth; and

WHEREAS, the County of Monmouth has awarded these contract through a fair and open process as required by N.J.S.A. 19:44-20.4 et seq.; and

WHEREAS, Certifications of Funds for this contract will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase goods or services from those Monmouth County Cooperative Purchasing System contract vendors on the attached list, pursuant to all conditions of the individual County bid specifications and contracts; and

BE IT FURTHER RESOLVED by the Long Branch City Council that, pursuant to N.J.A.C.5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced Monmouth County Cooperative Purchasing Program vendors shall be from January 1 through December 31, 2008, or the date of expiration of the county contract, whichever is sooner.

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



Tuesday, April 15, 2008

directory

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[Awarded RFB's](#)

[Upcoming RFP's
Fair and Open
Process](#)

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[County
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F-83-2008

FURNISH AND DELIVER LANDFILL SOIL COVER MATERIAL FOR THE MONMOUTH COUNTY RECLAMATION CENTER (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.

By:

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

Requested By:

Contact:

Delivery Date:

Number	Item Description	Unit	Unit Price
R.W.V. LAND & LIVESTOCK SOUTH 732-364-1070			
1	FURNISH AND DELIVER LANDFILL SOIL COVER MATERIAL	CU.YD(S)	\$8.59

Attachment B-1



Wednesday, May 07, 2008

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- [Awarded RFB's](#)
- [Fair and Open Process](#)
- [Upcoming RFP's](#)
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F-67-2008

FURNISHING AND DELIVERY OF DIESEL FUEL, UNLEADED GASOLINE AND KEROSENE FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2008. (MONMOUTH COUNTY CO-OP) **AS OF 4/26/08 THIS BID WILL BE RE-ASSIGNED TO ALLIED OIL**

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
 Special Services Complex, 2nd Floor
 300 Halls Mill Road
 Freehold, NJ 07728
 Phone: (732) 431-7370 Fax: (732) 431-7379
Contact:

Delivery Date:

Number	Item Description	Unit	Unit Price
<p>JOHN DUREY FUEL COMPANY 973-623-2626 <i>Allied Oil Co. see letter from Mon Co dated 4/18/08</i></p>			
DIESEL FUEL:			
1	<p>DIESEL FUEL: REGULAR BLEND: APPROXIMATE QUANTITY: 8520.25 GALLONS UNIT PRICE AT TIME OF RFB = \$2.5755/GALLON</p> <p>TYPE: ULTRA LOW SULFUR DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.3955 POSTING DATE: 10/12/07</p> <p>2. PLUSORMINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5755 (BASED ON ABOVE POSTING DATE)</p>	GAL(S)	\$2.5755
1	<p>DIESEL FUEL: REGULAR BLEND: APPROXIMATE QUANTITY: 8520.25 GALLONS UNIT PRICE AT TIME OF RFB = \$2.5755/GALLON</p> <p>TYPE: ULTRA LOW SULFUR DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.3955 POSTING DATE: 10/12/07</p> <p>2. PLUSORMINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5755 (BASED ON ABOVE POSTING DATE)</p>	LS	\$221,858.96
1	<p>DIESEL FUEL: REGULAR BLEND: APPROXIMATE QUANTITY: 64.07 GALLONS UNIT PRICE AT TIME OF RFB = \$2.5755/GALLON</p>	LS	\$165.00

	<p>TYPE: ULTRA LOW SULFUR DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.3955 POSTING DATE: 10/12/07</p> <p>2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5755 (BASED ON ABOVE POSTING DATE)</p>		
2	<p>DIESEL FUEL: APPROXIMATE QUANTITY: 6359.32 GALLONS UNIT PRICE AT TIME OF RFB = \$2.588/GALLON</p> <p>ADDITIVE PREMIUM WINTER BLEND = (PENDING COLD WEATHER TEMPERATURE) - (NORMAL WINTER SEASON 11/15 - 4/15)</p> <p>TYPE: ULTRA LOW SULFUR PREMIUM DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.4080 POSTING DATE: 10/12/07</p> <p>2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5880 (BASED ON ABOVE POSTING DATE)</p>	GAL(S)	\$2.588
2	<p>DIESEL FUEL: APPROXIMATE QUANTITY: 34,826.2 GALLONS UNIT PRICE AT TIME OF RFB = \$2.588/GALLON</p> <p>ADDITIVE PREMIUM WINTER BLEND = (PENDING COLD WEATHER TEMPERATURE) - (NORMAL WINTER SEASON 11/15 - 4/15)</p> <p>TYPE: ULTRA LOW SULFUR PREMIUM DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.4080 POSTING DATE: 10/12/07</p> <p>2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5880 (BASED ON ABOVE POSTING DATE)</p>	GAL(S)	\$2.588
2	<p>DIESEL FUEL: APPROXIMATE QUANTITY: 129.44 GALLONS UNIT PRICE AT TIME OF RFB = \$2.588/GALLON</p> <p>ADDITIVE PREMIUM WINTER BLEND = (PENDING COLD WEATHER TEMPERATURE) - (NORMAL WINTER SEASON 11/15 - 4/15)</p> <p>TYPE: ULTRA LOW SULFUR PREMIUM DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.4080 POSTING DATE: 10/12/07</p> <p>2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p>	LS	\$335.00

	3. NET PRICE BID PER GALLON \$2.5880 (BASED ON ABOVE POSTING DATE)		
2	<p>DIESEL FUEL: APPROXIMATE QUANTITY: 34,826.2 GALLONS UNIT PRICE AT TIME OF RFB = \$2.588/GALLON ADDITIVE PREMIUM WINTER BLEND = (PENDING COLD WEATHER TEMPERATURE) - (NORMAL WINTER SEASON 11/15 - 4/15)</p> <p>TYPE: ULTRA LOW SULFUR PREMIUM DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.4080 POSTING DATE: 10/12/07</p> <p>2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5880 (BASED ON ABOVE POSTING DATE)</p>	LS	\$90,130.20
2	<p>DIESEL FUEL: APPROXIMATE QUANTITY: 47,930.2 GALLONS UNIT PRICE AT TIME OF RFB = \$2.588/GALLON</p> <p>ADDITIVE PREMIUM WINTER BLEND = (PENDING COLD WEATHER TEMPERATURE) - (NORMAL WINTER SEASON 11/15 - 4/15)</p> <p>TYPE: ULTRA LOW SULFUR PREMIUM DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.4080 POSTING DATE: 10/12/07</p> <p>2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5880 (BASED ON ABOVE POSTING DATE)</p>	LS	\$124,043.37
2	<p>DIESEL FUEL: APPROXIMATE QUANTITY: 6359.32 GALLONS UNIT PRICE AT TIME OF RFB = \$2.588/GALLON</p> <p>ADDITIVE PREMIUM WINTER BLEND = (PENDING COLD WEATHER TEMPERATURE) - (NORMAL WINTER SEASON 11/15 - 4/15)</p> <p>TYPE: ULTRA LOW SULFUR PREMIUM DIESEL FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.4080 POSTING DATE: 10/12/07</p> <p>2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800</p> <p>3. NET PRICE BID PER GALLON \$2.5880 (BASED ON ABOVE POSTING DATE)</p>	LS	\$16,457.93
3	<p>DIESEL FUEL FOR GENERATORS:</p> <p>TYPE: ULTRA LOW SULFUR DIESEL DYED FUEL</p> <p>1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.3980</p>	GAL(S)	\$2.578

8-4

	POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.5780 (BASED ON ABOVE POSTING DATE)		
3	DIESEL FUEL FOR GENERATORS: APPROXIMATE QUANTITY: 1841.66 GALLONS UNIT PRICE AT TIME OF RFB = \$2.578/GALLON TYPE: ULTRA LOW SULFUR DIESEL DYED FUEL 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.3980 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.5780 (BASED ON ABOVE POSTING DATE)	LS	\$4,747.80
UNLEADED GASOLINE:			
4	UNLEADED GASOLINE: APPROXIMATE QUANTITY: 16,012.17 GALLONS UNIT PRICE AT TIME OF RFB = \$2.2425 UNBRANDED ETHANOL TYPE: 87 OCTANE 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.0625 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.2425 (BASED ON ABOVE POSTING DATE)	LS	\$35,907.29
4	UNLEADED GASOLINE: APPROXIMATE QUANTITY: 170,042.4 GALLONS UNIT PRICE AT TIME OF RFB = \$2.2425 UNBRANDED ETHANOL TYPE: 87 OCTANE 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.0625 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.2425 (BASED ON ABOVE POSTING DATE)	LS	\$381,320.08
4	UNLEADED GASOLINE: APPROXIMATE QUANTITY: 44,034.59 GALLONS UNIT PRICE AT TIME OF RFB = \$2.2425 UNBRANDED ETHANOL TYPE: 87 OCTANE	LS	\$98,747.56

B-5

	1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.0625 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.2425 (BASED ON ABOVE POSTING DATE)		
4	UNLEADED GASOLINE: APPROXIMATE QUANTITY: 170,042.4 GALLONS UNIT PRICE AT TIME OF RFB = \$2.2425 UNBRANDED ETHANOL TYPE: 87 OCTANE 1. JOURNAL OF COMMERCE UNIT PRICE PER GALLON = \$2.0625 POSTING DATE: 10/12/07 2. PLUS OR MINUS (+ OR -) UNIT PRICE PER GALLON = \$0.1800 3. NET PRICE BID PER GALLON \$2.2425 (BASED ON ABOVE POSTING DATE)	GAL(S)	\$2.2425

10: *copy please*

B-6

The Board of Chosen Freeholders of the County of Monmouth

DEPARTMENT OF PURCHASING

Ms. GERRI C. POPKIN,
CPPB, RPPO, CPM, MAS, QPA
DIRECTOR

Dorothy Woodford
Assistant Purchasing Agent



MEMORANDUM

HALL OF RECORDS
1 E. MAIN STREET
P.O. BOX 1262
FREEHOLD, NEW JERSEY 07728
TELEPHONE (732) 431-7370
FAX (732) 431-7379

TO: ALL MONMOUTH COUNTY MUNICIPALITIES

FROM: GERRI C. POPKIN, Director of Purchasing *GCP*

DATE: APRIL 18, 2008

SUBJECT: FURNISHING AND DELIVERY OF DIESEL FUEL, UNLEADED GASOLINE AND KEROSENE FOR VARIOUS COUNTY DEPARTMENTS FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2008.
(MONMOUTH COUNTY CO-OP) BID #F-67-2008

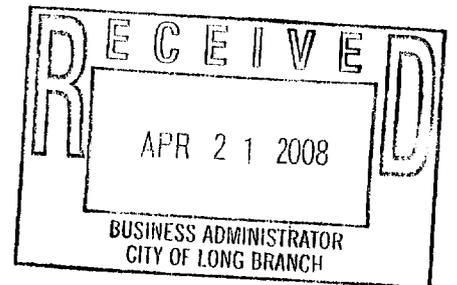
Please be advised we have been notified that the current vendor, John Duffy Fuel Co., will be unable to complete this contract. Effective ~~May~~ ^{April} 25, 2008, no more deliveries will be provided by them. Please take steps to finalize your obligations with Duffy Fuel Co. *per Drane*

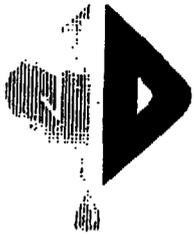
The County has received notice that Allied Oil Co. will accept the terms of this contract, so we are therefore assigning it to Allied Oil Co. If you wish to continue to utilize this bid, please make appropriate arrangements with Allied Oil Co., (908) 575-7577. If you have any further questions, you may contact this office.

Additionally, for all interested parties' information, effective May 5, 2008, the County Purchasing and Finance offices are to be temporarily re-located to the County Special Services Complex, at 300 Halls Mill Road in Freehold Township, due to construction. All County formal bids & proposals will be received at the new location, beginning on May 28, 2008, until further notice. Your assistance in helping us convey this information is appreciated.

gcp/rbh

c: Board of Chosen Freeholders
Robert Czech, County Administrator
Teri O'Connor, Deputy Administrator
Mark Acker, Deputy Administrator/Director of Finance





JOHN DUFFY FUEL COMPANY
465 MULBERRY STREET • NEWARK, NJ 07114
SIMONE BROS. FUEL OIL • BARRY FUEL OIL • HELLMUND FUELS

April 17, 2008

Re: Monmouth County Diesel and Gasoline Contract

To whom it may concern:

Please be advised, as of Monday April 21, 2008 John Duffy Fuel Co. will be turning over the above referenced contract to Allied Oil. We will advise Allied of any automatic scheduled deliveries so that there will be no lapse in service. Please call Allied at 908-575-7577 to confirm schedules and/or request additional deliveries.

Please feel free to contact me if you have any questions.

Thank you and sorry for the inconvenience.

Sincerely,

Edward Duffy
Vice President

Effective 4/25/08

Gasoline - Allied Oil

T-0083

4/1/06 - 3/31/09

#65046

HEATING OIL • DIESEL FUEL • GASOLINES • HEATING & AIR CONDITIONING SALES & INSTALLATION
MAILING ADDRESS: P.O. BOX 5610 • NEWARK, NJ 07105 • www.johnduffyfuel.com

NEWARK, NJ
PH: (973) 623-2626
FAX: (973) 623-3636

BERKELEY HEIGHTS, NJ
(908) 464-2221
TOLL FREE 1-800-246-3516

LINDEN, NJ
PH: (908) 862-2726
FAX: (908) 862-5535

R # 159-08

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN
APPROVED STATE CONTRACT VENDORS**

WHEREAS, the City of Long Branch, in accordance with N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29, may, by resolution, and without public advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Long Branch has the need to purchase goods or services utilizing State contracts on a timely basis; and

WHEREAS, the City intends to enter into contracts with the attached referenced State Contract Vendors through this resolution and properly executed contracts/and or purchase orders, which shall be subject to all the conditions applicable to the current State contracts.

WHEREAS, in accordance with New Jersey Local Pay to Play Law, New Jersey Cooperative Purchasing System contracts meet the "Fair and Open" process requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract vendors on the attached list, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Long Branch City Council that, pursuant to N.J.A.C.5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced State Contract vendors shall be from date of adoption of this resolution through December 31, 2008, or the date of expiration of the State Contract, whichever is sooner.

ATTACHMENT A-1
REFERENCED STATE CONTRACT VENDORS

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>I#</u>	<u>EXP. DATE</u>
Aftermarket and OEM Automotive Parts	AutoZone Northeast, Inc.	71188	M0065	6/25/11



THE INDUSTRY LEADER in Aftermarket Automotive Parts

State of New Jersey contract #A71188
State of New Jersey solicitation #M0065
Aftermarket and OEM Automotive Parts

Procuring Your Parts Has Never Been Easier!

- ▶ Simply call your dedicated Commercial Specialist below or the AutoZone New Jersey Contract Care Center at **(866) 727-5317** to learn more and set-up your account for local and online ordering!

AutoZone Commercial Division – Making Your Job Easier

- ▶ Dedicated and knowledgeable AutoZone Commercial Product Specialist assists with troubleshooting and ordering the right parts for your application
- ▶ Free, Dedicated Commercial delivery to your site location
- ▶ Local Territory Manager for routine onsite review visits to ensure the highest service standards based upon your needs

Your Dedicated Contacts:

Your PIN (account number) is: _____

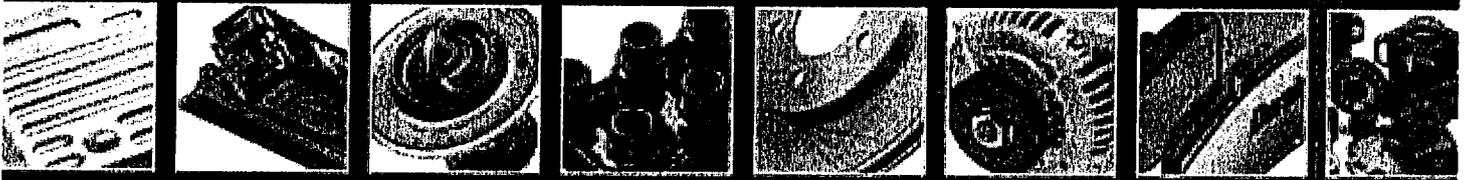
Commercial Specialist: _____ # _____

Servicing location: _____

Territory Manager: _____ # _____

Area Sales Manager: Ron Duponte, 570-982-1942

National Account Manager: Stephanie Sgroi, 603-491-2815



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Division of

Purchase and Property

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[Distribution & Support Services](#)

Notice of Award
M-0065
AUTOMOTIVE PARTS & ACCESSORIES

- [Vendor Information](#)
- [By Vendor](#)
- [Email to ANNA MARIE MILLER](#)

[NOAs By Number](#)

[NOAs By Title](#)

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STATE OF NEW JERSEY
 DEPARTMENT OF TREASURY
 DIVISION OF PURCHASE AND PROPERTY
 PURCHASE BUREAU

INDEX #: M-0065

NOTIFICATION OF AWARD - TERM CONTRACT(S)

CONTRACT TITLE: AUTOMOTIVE PARTS & ACCESSORIES CONTRACT # 71188

CONTRACT PERIOD: FROM: 04/15/08 TO: 06/25/11

APPLICABLE TO:
ALL STATE AGENCIES
POLITICAL SUBDIVISIONS*

VENDOR NAME & ADDRESS: AUTOZONE NORTHEAST, INC. 200 RAHWAY AVE ELIZABETH, NJ 07202	FOR PURCHASE BUREAU USE Solicitation #: 20215 Bid Open Date : 00/00/00 CID # : Commodity Code: - Set-Aside : NONE
---	--

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation - State Agencies Only: Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:
Cooperative Purchasing Coordinator

CN 230
 Trenton N.J. 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:
 1. ANNA MARIE MILLER - BUYER 3. ROBERT BEAUREGARD - BUYER UNIT SUP
 609-292-8974
 E-MAIL: ANNAMARIE.MILLER@TREAS.STATE.NJ.US
 2. MANAN DESAI - BUYER SUPERVISOR 4. OFFICE OF THE BUREAU SUPERVISOR
 609-984-6237 609-292-4751
 PB177 (rev. 6/91) PUB. DATE: 04/14/08

INDEX NO: M0065
 PAGE NO: 2

VENDOR INFORMATION SHEET
 COOP *

VENDOR NAME AND ADDRESS	SBE/MBE/WBE/PURCH	CONTRACT #:
AUTOZONE NORTHEAST, INC. 200 RAHWAY AVE ELIZABETH, NJ 07202	NO /NO /NO /YES	71188
		EXPIRATION DATE: 06/25/11
		TERMS: NONE
		DELIVERY: 3 DAYS ARO
CONTACT PERSON: STEPHANIE SGROI		CONTACT PHONE: 901-495-7555
		ORDER FAX # : 253-793-7777

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

INDEX NO: M0065
 PAGE NO: 3

CONTRACT ITEMS/SERVICES
 BY VENDOR

VNDR: AUTOZONE NORTHEAST, INC.	CNTRCT #: 71188
--------------------------------	-----------------

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 060-66-074139 [PARTS AND ACCESSORIES, AUTOMOTIVE, ...]	1.000	LOT	20.00%	N/A
ITEM DESCRIPTION: OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES. THE CONTRACT DISCOUNT MUST BE APPLIED TO AUTOZONE'S BEST ZONE (TIER 4) PRICING, WHICH IS INCLUSIVE OF SHIPPING AND ALL OTHER CHARGES.					
00002	COMM CODE: 060-66-074164 [PARTS AND ACCESSORIES, AUTOMOTIVE, ...]	1.000	LOT	20.00%	N/A
ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES. THE CONTRACT DISCOUNT MUST BE APPLIED TO AUTOZONE'S BEST ZONE (TIER 4) PRICING, WHICH IS INCLUSIVE OF SHIPPING AND ALL OTHER CHARGES.					
DELIVERY: 3 DAYS ARO					
NOTE: THIS CONTRACT IS AN EXTENSION OF U.S.					

COMMUNITIES (USC) CONTRACT # 0601343,
THROUGH USC MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT.



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Department of the Treasury
Division of Purchase & Property
P. O. Box 230
Trenton, NJ 08625-0230

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**Award notification for State of New Jersey Contract #M0065:
Aftermarket and OEM Automotive Parts**

The State Division of Purchase and Property (DPP) is pleased to inform you of our decision to award a contract to AutoZone, under the U.S. Communities Government Purchasing Alliance, for light duty automotive parts. AutoZone has been assigned New Jersey State contract # A71188, and is effective starting April 15, 2008 with an expiration date of June 25, 2011.

Under the U.S Communities master agreement; the State of New Jersey was allowed to negotiate local terms, conditions and contract commitments from AutoZone that are specific to the needs of the State of New Jersey. These local terms, conditions and contract commitments apply to AutoZone's contract in addition to the contractual commitments included within the U.S. Communities contract. Through this process, the State of New Jersey was able to maximize its negotiation leverage with AutoZone based upon the combined purchasing strength of the New Jersey State Cooperative Procurement Program.

Some of the benefits specific to the State of New Jersey (State) are listed below:

- In consideration for an award to AutoZone; AutoZone will provide the State with the lowest pricing under the U.S. Communities agreement (Level 4).
- All State approved customers will be provided login credentials to the AutoZone website in order to access the agreed upon State pricing, terms, conditions and e-commerce ordering.
- All State approved customers will have access to 800,000 items which include; OEM (Original Equipment Manufacturer), OEM equivalents, replacement, remanufactured and rebuilt products at negotiated pricing (Level 4).
- All State pricing includes shipping charges to in-state destinations.
- A toll free number (866.727.5317) is available to contact the New Jersey based customer care center dedicated to the sole support of customers using contract #A71188.
- A dedicated in-state public sector sales, service and product specialist team dedicated to contract #A71188 customers through the AutoZone Commercial division.

State of New Jersey contract users will also benefit from the U.S. Communities contract benefits:

- Expedited delivery on contract stocked items:

- 0-3 miles from AutoZone location = 30 minutes or less
 - 3-5 miles from AutoZone location = 30 - 45 minutes
 - 5-15 miles from AutoZone location = 3 hours
 - 15+ miles from AutoZone location = 24 hours
(Non-stocked parts would be delivered in 2-3 days.)
- Optional onsite reviews to determine additional cost efficiencies that can be obtained through the deployment of an AutoZone Integrated Business Solution (IBS). This program provides AutoZone personnel onsite for product, parts and services management.
 - Facilitation of OEM procurement and warranty service reimbursement under IBS integration.
 - Consolidated purchasing efficiencies that reduce overhead and administrative costs through the process of ordering consolidation to a sole source vendor.

U.S. Communities Government Purchasing Alliance (U.S. Communities) is a non-profit public benefit corporation established by local government as an "instrumentality" of government to assist public agencies in reducing the cost of purchased goods. U.S. Communities is jointly sponsored by the Association of School Business Officials (ASBO), National Association of Counties (NACo), the U.S. Conference of Mayors (USCM), the National Institute of Governmental Purchasing (NIGP), and the National League of Cities (NLC). U.S. Communities has a multi-state Advisory Board consisting of local government and school representatives. NJ State law permits the State Purchase Bureau to take advantage of these types of cooperative purchasing contracts when the Bureau finds it in the best interest of the State. To learn more about U.S. Communities, please visit www.uscommunities.org.

AutoZone is the largest automotive parts, services and accessories provider in the United States with annual sales that exceed \$6.3 billion. AutoZone provides more than 800,000 products in over 70 distinct categories covering most applications for major and minor light to medium duty applications. AutoZone's commercial specialists and delivery personnel work behind the scenes in AutoZone locations in order to provide dedicated support to public sector customers. In most cases, the commercial specialist has multiple years or decades of parts industry knowledge and experience. The company has over 60 locations in New Jersey with nearly 700 in-state employees.

All New Jersey Cooperative Procurement program participants will be verified for program eligibility prior to inclusion under the new contract. AutoZone has set-up a dedicated website link for New Jersey contract and Cooperative Procurement Program participants in order to confirm the process of registering for contract #A71188 and engaging with the dedicated New Jersey sales and support team. Please visit: www.autozone.com/nj to learn more and register today.

**RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL ENTERTAINMENT AND LIGHTS AND SOUNDS FOR VARIOUS
SUMMER ENTERTAINMENT EVENTS 2008**

WHEREAS, the City of Long Branch wishes to procure the services of Music Men Productions, LTD for lights and sounds and Wreck & Roll Entertainment for the Wreckers and J. Hughes Music Co., LLC for Goldenseal to provide musical performances, for Jazz and Blues on the Beach, West End Cruise Night 1 & 2, Pier Village Concerts and Great Lawn Concert for dates throughout the summer of 2008; and

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

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

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance # 18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by Music Men Productions, LTD for lights and sounds and Wreck & Roll Entertainment for the Wreckers and J. Hughes Music Co., LLC for Goldenseal that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation # G-07-068-431 (\$10, 300.00), 7-01-012-801 (\$1,460.00) and H-02-033-253 (800.00) for a sum not to exceed \$12,560.00.

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

PIER VILLAGE CONCERT

J. Hughes Music Co., LLC for a musical performance by Goldenseal on July 24, 2008 for an amount not to exceed \$800.00.

Music Men Productions, LTD for sound & lights on 7/10/08 for a musical performance by the Long Branch High School Band for a sum not to exceed \$400.00.

Music Men Productions, LTD for sound & lights on 8/14/08 for a musical performance by the Bad Boys for a sum not to exceed \$500.00.

WEST END CRUISE NIGHT

Music Men Productions, LTD for sound & lights on 7/12/08 (\$2,340.00), 8/16/08 (\$4,820.00)

Wreck & Roll Entertainment J. Hughes Music Co., LLC for a musical performance by the Wrecks on 8/16/08 for a sum not to exceed \$900.00.

JAZZ & BLUES ON THE BEACH

Music Men Productions, LTD for sound & lights on 6/22/08 (\$400.00), 6/29/08 (\$400.00), 7/6/08 (\$400.00), 7/13/08 (\$400.00), 7/20/08 (\$400.00) for a total sum not to exceed \$2,000.00.

GREAT LAWN CONCERT

Music Men Productions, LTD for sound & lights on 8/28/08 for a musical performance by the Big Band Swing for a sum not to exceed \$800.00.

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

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

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ABSTAIN:

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**CONTRACTS FOR MUSICAL ENTERTAINMENT AND LIGHTS
AND SOUND FOR VARIOUS SUMMER ENTERTAINMENT EVENTS**

Said contract being made as follows:

MUSIC MEN PRODUCTIONS, LTD	\$10,860
WRECK & ROLL ENTERTAINMENT	\$ 900
J. HUGHES MUSIC CO., LLC/ GOLDENSEAL	\$ 800

Said funds being available in the form of:

GRANT BUDGET	
UEZ GRANT	
APPRO. #G-07-068-431	\$10,300
2008 BUDGET	
OFFICE OF ADMINISTRATOR	
MISC. OTHER EXPENSE	
SPECIAL EVENTS	
APPRO. #7-01-012-801	\$ 1,460
CDBG BUDGET	
THIRTY-THIRD YEAR	
APPRO #H-02-033-253	\$ 800


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

5-7-08
Date

PERFORMANCE AGREEMENT

THIS AGREEMENT is made this 14th day of MARCH, 2008, between the buyer, City of Long Branch, and J Hughes Music Co, LLC d/b/a Goldenseal.

W I T N E S S E T H :

In consideration of the mutual covenants and promises set forth herein, the buyer, City of Long Branch hereby agrees to hire the band Goldenseal for a musical performance under the following terms and conditions:

1. Date & Time: July 24th, 2008, 7pm to 8:30pm
2. Location: Pier Village, Long Branch, NJ.
3. Fee: \$800.00 payable to: J Hughes Music Co, LLC Tax id # 26-1100676.
4. All music shall be family appropriate and the buyer shall have the right to film, record or photograph the performance. The artist will retain all rights under the copyright laws for any original music performed.
5. In case of inclement weather the show will be moved indoors.
6. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement, shall at all times and in all respects be governed by the laws of the State of New Jersey.
7. It is understood that the persons who have signed this agreement have the authority to sign.

Agreed and accepted,

Joseph B. Hughes
J Hughes Music Co, LLC

Date:

3-14-08 Ph# 732 778-6678

Date:

City of Long Branch



Music Men Productions, LTD
 1040 State Highway #35
 Suite 3, PMB #177
 Wall, NJ 07719
 732-584-0142

Quote

Date	Estimate No
04/01/08	1129

Name / Address
City of Long Branch 344 Broadway Long Branch, NJ 07740 ATTN: Barry Stein

Event Date	Rep	Event or Performer
7/10	WEM	LBHS, Big Band

Item	Description	Qty	Rate	Total
Standard PA	24 channel 3 way stereo house	1	400.00	400.00
			Total	\$400.00



Music Men Productions, LTD
 2040 State Highway #35
 Suite 3, PMB #177
 Wall, NJ 07719
 732-684-0142

*WE
 Cruise Nights
 #1*

Quote

Date	Estimate N
04/01/08	1126

Name / Address
City of Long Branch 344 Broadway Long Branch, NJ 07740 ATTN: Barry Stein

Event Date	Rep	Event or Performer
07/12/2008	WEM	Kenny Vance

Item	Description	Qty	Rate	Total
Concert syst	Concert System Rental	1	1,100.00	1,100.00
Stage deck 4	4' x 4' Multi Stage deck	4	35.00	140.00
Stage leg 30	30" stage leg	10	0.00	0.00
X -Brace	Cross brace	4	0.00	0.00
Lighting	24 fixtures, wires, dimmers, etc.	1	800.00	800.00
LD	Lighting Design & Show Engineer	1	300.00	300.00
			Total	\$2,340.00

MUSIC MEN Music Men Productions, LTD
 PRODUCTIONS LTD 2040 State Highway #35
 Sound * Stage * Lighting Suite 3, PMB #177
 Wall, NJ 07719
 732-684-0142

W.E. Cruise Night #2

Quote

Date	Estimate N
04/01/08	1127

Name / Address
City of Long Branch 344 Broadway Long Branch, NJ 07740 ATTN: Barry Stein

Event Date	Rep	Event or Performer
08/16/2008	WEM	Rascals

Item	Description	Qty	Rate	Total
Concert syst	Concert System Rental	1	1,100.00	1,100.00
Stage deck 4	4' x 4' Multi Stage deck (drum riser)	4	35.00	140.00
Stage leg 12	12 inch stage leg	9	0.00	0.00
Stage deck 4	4' x 4' Multi Stage deck (fill stage)	4	35.00	140.00
Stage leg 30A	30" adjustable stage leg	10	0.00	0.00
X -Brace	Cross brace	4	0.00	0.00
Lighting	24 fixtures, wires, dimmers, etc.	1	800.00	800.00
Follow Spot	Follow Spot with operator	2	200.00	400.00
Mon Eng	Monitor Engineer	1	300.00	300.00
LD	Lighting Design & Show Engineer	1	300.00	300.00
Back Line	Fender Hotrod Deville & LesPaul guitar	1	155.00	155.00
Back Line	Hammond B3 with Leslie, Triton Pro76	1	575.00	575.00
Back Line	Backup keyboard set-up	1	155.00	155.00
Back Line	Complete drum set with cymbals	1	230.00	230.00
Back Line	GK800 with Hartke 115 & 410 cabinet, Fender Precision bass	1	250.00	250.00
Back Line	delivery for above backline	1	275.00	275.00
			Total	\$4,820.00

**The WRECKS
Contract for Engagement**

Agreement made February 26, 2008, between **City Of Long Branch** (purchaser), and **The WRECKS** (performer). The purchaser commissions the performer, who agrees to perform the engagement, provided all the terms and conditions stated within this formal agreement are met by both parties.

Date(s) of Engagement: Saturday, August 16, 2008

Hours of Engagement: 6:00 pm to 8:00 pm

Type of Engagement: Live music performance at the Long Branch, NJ public car show on Aug 16t. Two 52 minute sets with one 16 minute break filled with DJ music provided by the band/sound company.

Hour of Arrival/Set-up: approximately 4:00pm

Full price agreed upon to be paid by cash, certified check, or City check after fulfillment of the contract: **\$900.00**

ADDITIONAL TERMS AND CONDITIONS

1. The purchaser will provide the location of function at their cost.
2. The purchaser will be allowed to determine the volume of music, and any other appropriate adjustments.
3. The purchaser will provide adequate electrical service, which constitutes a minimum of four 20-amp wall outlets. The electrical service must terminate within 25 feet of the stage.
4. The performer will furnish all necessary equipment, unless noted otherwise.
5. The performer may bring necessary employees, in addition to performers, to assist with the overall event.
6. The performer and assistants will abide by the rules and regulations of the hosting venue.
7. The Purchaser will provide a stage area of at least 24 feet in width, 16 feet in depth. The stage must be level, very stable and must have a **NON-SKID** surface. The stage area should be covered to protect from all kinds of weather, including, but not limited to, rain, wind, and sun. The stage is for exclusive use by the performer. **PLEASE NOTE: THE PERFORMER IS AWARE OF ARCHITECTUAL BOUNDARIES THAT MAY EXIST IN CERTAIN VENUES PREVENTING THE USE OF THIS SIZE STAGE. CHANGES IN THE STAGE SIZE ARE ACCEPTABLE WITH PERFORMER'S PRIOR APPROVAL. If a stage area cover cannot be provided, creating a need for tent rental, this cost will be incurred by the purchaser. The purchaser is responsible for this, however, the performer can supply a tent for an additional "actual fee realized" up to \$150.00 if the purchaser is not able to do so.**
8. A DJ music service will be provided by the performer during break period(s).
9. It is agreed that **NO** responsibility for public liability rest with the performer and it is the sole responsibility of the purchaser and that the purchaser must have a certificate of insurance in full effect for the duration of this event. The artist will not be held responsible for any death, accident or other injury however cause by or incurred by the purchaser or any of the purchaser's employees during the currency of this contract.

All parties to this contract heretofore mentioned, and hereafter affixing their signature, understand all the terms set forth in this contract, including the section entitled, ADDITIONAL TERMS AND CONDITIONS.

PURCHASER: City Of Long Branch

PERFORMER: The WRECKS (Wreck and Roll Entertainment)

Representative: Barry Stein

Representative: Vinnie DeChjara

Signature: _____

Signature: *Vinnie DeChjara* 2-26-08

Address: City of Long Branch Municipal Bldg,
344 Broadway, Long Branch, NJ 07740

Address: Wreck and Roll Entertainment, LLC,
356 First St, Dunellen, NJ 08812

Phone: 732-222-7000

Phone: 732-754-4673

Additional Notes, to be initialed by both parties. Continue on additional sheet, if necessary:

MUSIC MEN Music Men Productions, LTD
 PRODUCTIONS LTD 2040 State Highway #35
 Stage * Lighting Suite 3, PMB #177
 Wall, NJ 07719
 732-684-0142

Quote

Date	Estimate N
04/01/08	1125

Name / Address
City of Long Branch 344 Broadway Long Branch, NJ 07740 ATTN: Barry Stein

Event Date	Rep	Event or Performer
Sundays	WEM	Jazz & Blues on the B

Item	Description	Qty	Rate	Total
Standard PA	24 channel 3 way stereo house Show dates: every sunday 06/22/2008 thru 08/24/2008 7/20/2008	10 5	400.00	4,000.00 2,000.
			Total	\$4,000.00

\$ 2,000.



Music Men Productions, LTD
 2040 State Highway #35
 Suite 3, PMB #177
 Wall, NJ 07719
 732-684-0142

Quote

Date	Estimate No
04/01/08	1124

Name / Address
City of Long Branch 344 Broadway Long Branch, NJ 07740 ATTN: Barry Stein

8/28

Event Date	Rep	Event or Performer
08/29/2008	WEM	Big Band Swing

Item	Description	Qty	Rate	Total
Concert syst	Concert System Rental	1	800.00	800.00
			Total	\$800.00

R# 161-08

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on May 13, 2008.

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

Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of May 13, 2008. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

† Connections	Monthly Lease of Dark Fiber - May 2008 - IT Admin	1,500.00	
A T & T	Utilities - Telephone - 4/9-4/21/2008 - Various Locations	73.33	
A.C. Moore	Supplies for Volunteer Recognition & Mother's Day Party - 4/30 & 5/9/08 - Senior Affairs	263.74	*
ACS - Fire House Software	Computer Software - Fire Dept.	660.00	
American Hose & Hydraulics	Misc. Parts for Sanitation Vehicles - DPW	3,510.54	
American Payroll Association	Annual Membership Dues - Christy Fernandez - Comptroller's Office	195.00	
Ansorge Unlimited	Advertisement for UEZ	5,000.00	*
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - General Matters - March 2008	3,902.28	
Aramark	Sweatshirts for Recognition Awards - Fire Dept.	1,064.49	
Atlantic Plumbing Supply	Plumbing Materials for North Bath Ave. Comfort Station - DPW	165.86	
Auto Parts	Misc. Automotive Parts - March 2008 - DPW / Fire Dept.	115.40	
Automated Waste Equipment	Misc. Parts for PW #250 - DPW	443.60	
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Gateway South - February / March 2008	18,761.14	
Be Our Guest Entertainment	Entertainment for Social/Dance - 4/24/2008 - Senior Affairs	250.00	
Bette White Fernandez	Tap Dance Instruction - 4/4-4/18/2008 - Senior Affairs	88.00	
Beverly Baxter	Ceramic Instruction - March 2008 - Senior Affairs	562.50	
Beyer Bros. Corp.	Misc. Automotive Parts - PD #3 - DPW	223.37	
Birdsall Engineering	Engineering Services Rendered - Dune Restoration & Violation Compliance - Feb/Mar. 2008	149.00	*
Birdsall Engineering	Engineering Services Rendered - 2007 Meetings & Status Reports - December 2007	250.00	*
Birdsall Engineering	2008 General Engineering - February & March 2008	8,517.50	*
Birdsall Engineering	Engineering Services Rendered - Singh Property - February & March 2008	1,303.75	*
Birdsall Engineering	Engineering Services Rendered - 2008 Meetings & Reports - February 2008	250.00	*
Birdsall Engineering	Engineering Services Rendered - Manahasset R.O.W. & Easement Vacations - Mar. 2008	1,478.75	*
Bisk Education	Computer Software - Finance Director	639.00	*
Bruce Booker / D.B.A. T.Y.G. Productions	Videography - 6/24 & 7/19/2007 - Community Dev.	500.00	
Bullet Lock & Safe Co.	Misc. Keys/Locks - March 2008 - DPW / Traffic Dept.	455.56	
Café Bliss	Catering Services for Volunteer Celebration - 4/30/2008 - Senior Affairs	499.95	
Carl F. Jennings	2008 Beach Badge Change Fund	500.00	*
Carol Thompson-Mellaci	Mileage Reimbursement - First Quarter - Purchasing Dept.	86.77	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Century Office Products	Staples - City Clerk	125.75	
Christina Lipski	Spanish Interpreting Services - April 2008 - Municipal Court	600.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	12,916.92	*
City of Long Branch Clearing Account	Reimburse Clearing Account	3,151.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	29,291.85	*
City of Long Branch Clearing Account	Reimburse Clearing Account	2,519.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	795,479.04	*
City of Long Branch Clearing Account	Reimburse Clearing Account	556,304.34	*
City of Long Branch Clearing Account	Reimburse Clearing Account	170,132.88	*
City of Long Branch Clearing Account	Reimburse Clearing Account	830,463.76	*
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	33,576.20	*
City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	31,733.18	*
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	796,887.56	*
City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	763,745.86	*
Clayton Block	Mason Materials - February 2008 - Community Dev. / DPW	318.70	
Comcast Online	Internet Provider Services - 4/16-5/15/2008	169.95	*
Comp USA	Various Computer Equipment - Various Depts.	251.00	
Complete Security Systems	Fire Alarm Inspection at City Hall Building - 4/1/08-3/31/09 - DPW	1,250.04	
Consolidated Plastics Co.	Containers for City Hall & Senior Center	466.45	
Conte's Car Wash	Motorcycle / Car Wash Contract - April 2008	1,188.50	
Cougar Electronics Tool & Equipment Repair	Hoses for Compressor's - Traffic Dept.	167.94	
Country Clean Paper Supplies	Coffee - Administration	75.30	
Creative Product Sourcing	Promotional Items for Ocean Fest & School Functions - Police Dept.	1,559.25	
CWA Local 1034, Branch 4	Dental / Vision - May 2008	5,800.00	*
D.W. Smith Assoc.	Professional Services Rendered - Manahasset Environmental Oversight - Feb. 2008	2,333.30	
Data-Guard	Document Shredding Services - January / March 2008 - Various Depts.	387.50	*
Difrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Conflict Attorney for Tax Appeals - February & March 2008	14,261.04	
Eastec	Flat Panel Monitor for Vehicle #25-86 - OEM	505.21	
Eatontown TV & Appliance	Air Conditioner for Dispatch Area - Police Dept.	425.00	
Edwards Tire	Tires - Various Vehicles - DPW	4,318.18	
Eric Reisher	Technical Support Services - March 2008 - Cable Commission	425.00	
Euro Car	Tinting - Police Van - DPW	150.00	
Evans, Osborne & Kreizman	Legal Services Rendered - Conflict Judge - January & March 2008	1,000.00	
F & C Automotive Supply	Misc. Automotive Parts for Police Dept. Stock - DPW	383.42	
Fine Fare	Supplies for College Tour Dinner - 4/12/2008 - Recreation Dept.	129.12	
Fire & Safety Services	Pump Parts - Fire #25-5-75 - Fire Dept.	927.15	
Foley Inc.	Misc. Parts - PW #257 & #277 - DPW	307.63	
Fort Dearborn Life Insurance	Life Insurance - May 2008	1,333.86	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Pymt #1-2

Pymt #2

Pymt #5

Lakewood Auto Supply								
Lanigan Assoc.								
Lawmen Supply Co. of NJ								
Lee Battery Service								
Lesco								
Long Branch Animal Hospital								
Long Branch Elks Lodge 742								
Lowe's Credit Services								
Maria Garcia-Malave								
Mazza & Sons								
Mazza & Sons								
McKenna, Dupont, Higgins & Stone								
McKenna, Dupont, Higgins & Stone								
McKenna, Dupont, Higgins & Stone								
Mid-Atlantic Fire & Air								
Mid-Atlantic Truck Center								
Mon Cnty Assessor's Assn								
Mon. Cnty Police Academy								
Monmouth Building Center								
Monmouth Cnty Treasurer - Finance Dept.								
Monmouth Truck Equipment								
Motor Vehicle Services								
Motor Vehicle Services								
Motor Vehicle Services								
Motor Vehicle Services								
Motor Vehicle Services								
Motor Vehicle Services								
National Fence Systems								
NATW								
New Jersey American Water								
New Jersey American Water								
New Jersey Natural Gas								
New Jersey Natural Gas								
NHSCA								
NJ Fire Equipment								
NJ State League of Municipalities								
NJ State Toxicology Laboratory								
NJASCD								
Misc. Filters - March 2008 - DPW								
Misc. Equipment - Police Dept. / OEM								
Uniforms - S. Drumm/G. Olski/R. Camacho - Police Dept.								
Batteries - Police Dept.								
Lawn Chemicals for Various Parks - DPW								
Sick Visit for Pl. Cistaro's K-9 - Police Dept.								
Full Page Ad in Journal for Charity Ball - 4/26/2008 - Mayor's Office								
Various Building Materials - Various Depts.								
Spanish Interpreting Services - April 2008 - Municipal Court								
Recycle Tires - DPW - March 2008								
Disposal of Bulky Waste - March 2008								
Legal Services Rendered - Conflict Redevelopment Attorney - August / December 2007								
Legal Services Rendered - Conflict Counsel for Takannasee Beach Club - Nov. / Dec. 2007								
Legal Services Rendered - Relative to Dwek - October / December 2007								
Service/Repair Air Compressor at Fire Headquarters								
Transmission - PW# 122 - DPW								
2008 Membership Dues - Tax Assessor								
Registration - Various Courses - Various Officers - Police Dept.								
Materials for Fire Chief's Office - DPW								
Tipping Fees & Various Taxes - 3/17-3/31/2008 & 4/1-4/15/2008 - DPW								
Alpha Locks - Police Department								
Motor Vehicle Title - DPW								
Motor Vehicle Title - DPW								
Motor Vehicle Title - DPW								
Motor Vehicle Title - DPW								
Motor Vehicle Title - Fire Dept.								
Motor Vehicle Title - DPW								
Fence Panels to Secure Impound Area at City Hall Building - DPW								
Membership Renewal - 07/01/2008 - 06/30/2009 - Police Department								
Utilities - Water - 3/6-4/8/2008 - Various Locations								
Utilities - Water - 3/6-4/8/2008 - Various Locations								
Utilities - Gas - 3/3-4/3/2008 - Various Locations								
Utilities - Gas - 3/10-4/17/2008 - Various Locations								
Registration - Youth Wrestling Tournament - 2/17/2008 - Recreation Dept.								
Misc. Equipment - Fire Prevention								
Registration for Seminar - 4/29/2008 - Finance Director								
Drug Tests for Applicants - Police Dept.								
Registration - Director's Workshop - 4/11/2008 - Pat Krosnicki - Senior Center								

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

NJNEOA
 Northern Tool & Equipment
 Ctilia Silva
 P L Custom Body
 Party Fair
 Party Line
 PC Mall Gov
 Pension Adjustment Fund
 Petroleum Traders Corp.
 Practitioners Publishing
 Prevention First
 Professional Government Educators
 Public Strategies
 Radio Shack
 Ray Croft Distributors
 Rittenhouse-Kerr Ford
 Rutgers University
 Saker Shoprites
 Satellite Self Storage
 Scoles Floorshine Industries
 Seaboard Fire & Safety
 Seaboard Welding Supply
 Security 101-North East
 Sencor Equipment & Manufacturing Corp
 Siperstein's
 Snap-On Industrial
 State of NJ/Dept. of Comm. Affairs
 Stavola Contracting
 Sunrise Suites Hotel
 Sunrise Suites Hotel
 Super Circuits
 Tanknology
 The Hungry Puppy
 Thompson Design Group
 Thompson Design Group
 Thomson West
 Title Boxing
 Total Lubrication Services & Supply Co.

Registration - April Seminar - 4/15/2008 - Police Department 90.00
 Trailer Dolly for OEM 65.01
 Portuguese Interpreting Services - April 2008 - Municipal Court 600.00
 Lettering & Customization of Fire Vehicle #25-86 - Fire Prevention 3,464.00
 Supplies for Various Events - April to May 2008 - Senior Center 330.47
 Tables & Chairs for School Board Election - 4/15/2008 - City Clerk 231.88
 Misc. Computer Supplies - IT-Administration 124.26
 2007 Pension Payments * 12,916.92
 Unleaded Gasoline & Underground Storage Tank Tax - 3/3,3/20& 4/10/08 - DPW 67,433.05
 Quick Books Solutions - 2008 Edition - Finance Director 114.70
 Various Courses - April 2008 - Shannon Berry - Coastal Monmouth Alliance 220.00
 Registration for Seminar - 6/4/2008 - M. Destefano - City Council * 90.00
 Professional Services Rendered - Lobbying Consultant - May 2008 2,500.00 Pymt #5
 Electrical Materials for Police Dept. 162.86
 Straw for Long Branch Avenue - DPW 26.85
 Misc. Automotive Parts - Various Vehicles - DPW 2,995.45
 Registration - Tax Collection Course - 4/9-6/2/08 - Sophia Rivera - Tax Collector's Office 747.00
 Food and Supplies for Various Events - April 2008 - Senior Affairs 262.97
 Storage Fees - May 2008 - School Project - Community Development 518.00
 Janitorial Supplies - Public Works 722.59
 Misc. Equipment - Fire Dept. 212.80
 Misc. Welding Supplies - DPW/ Cylinders - March 2008 - Municipal Garage 142.85
 Update Camera Software - Security System - IT Admin 1,700.00
 Core Drill - DPW 123.00
 Paint/ Materials - March 2008 - DPW 572.88
 Misc. Tools & Diagnostic Software Upgrade for Municipal Garage 2,017.61
 Annual Inspection Fee for Elevator at City Hall Building - DPW 346.00
 Disposal of Asphalt & Concrete - Manahasset Park - Community Dev. 9,075.02
 Temporary Housing - Delores Smith - 3/21-3/27/2008 - School Project - Comm. Dev. * 297.50
 Temporary Housing - Delores Smith - 3/14-3/20 & 4/4-4/10/2008 - School Project - Comm. * 297.50
 Misc. Computer Supplies - Police Dept. 135.85
 Tank Testing for the Gasoline Tanks - Municipal Garage 507.60
 K-9 Supplies - January / March 2008 - Police Dept. 469.33
 Professional Services Rendered - Broadway Gateway South - January 2008 8,760.00 Pymt #3
 Professional Services Rendered - General Matters - January 2008 12,484.00 Pymt #3
 Miscellaneous Supplements - Various Departments 460.00
 Equipment for Boxing Program - Recreation Dept. 1,419.80
 Transmission Fluid / Motor Oil - DPW 2,606.60

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Treasurer, State of NJ - Dept. of Health	2008 Burial Permit Fee - First Quarter	*	80.00
Treasurer, State of NJ	NJ Dept. of Environmental Protection Regulations	*	9,000.00
Trump Taj Mahal Casino & Resort	Conference - 01/28-01/29/2008 - M. Bernich		184.00
United Parcel Service	Ground Transportation - Police Dept.		11.37
Up-Tite Fasteners	Miscellaneous Hardware - DPW		63.96
USA Mobility	Pager Service - 4/1-6/30/2008 - Various Depts.	*	62.22
Verizon	Utilities - Telephone - 4/1-4/5/2008 - Various Locations	*	10,403.10
Verizon	Utilities - Telephone - 4/11/2008 - Various Locations	*	25.02
Verizon Wireless	Laptop Service - 4/12/2008 - Various Depts.	*	1,658.54
Verizon Wireless	Cell Phone Service - 4/16/2008 - Various Depts.	*	1,853.19
VI-CO Distributing	Miscellaneous Materials - Police Dept.		20.62
Vision Service Plan	Vision - May 2008	*	1,396.12
W.B. Mason	Various Office Supplies - Various Depts.		1,580.51
W.H. Potter & Son	Mower Blades for Parks Dept.		107.46
Warshauer Electric Supply	Electrical Materials for Comfort Stations & Interview Room - DPW / Police Dept.		1,173.81
West End Family Pharmacy	Film Developing for UEZ Office		165.57
Wolfington Body Co	Commercial 20 Passenger Bus - Senior Center		14,920.00
Zaf's Service Center	Gasoline for Police Motorcycles - Aug to Dec 2007 & Feb to March 2008 - DPW		370.32

TOTAL CURRENT

4,859,049.16

A.W. Meyer Co.	Misc. Tools for Boardwalk Repairs - DPW		1,069.19
Birdsall Engineering	Engineering Services Rendered - Cherry St. Park Site Investigation - March 2008	*	1,178.00 Pymt #3
Birdsall Engineering	Engineering Services Rendered - 2007 Road Program - February 2008	*	5,854.50 Pymt #3
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,330.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	892.50
City of Long Branch Clearing Account	Reimburse Clearing Account	*	30,640.50
D.W. Smith Assoc.	Professional Services Rendered - Manahassett Park Oversight - Jan./Feb. 2008		7,228.75 Pymt #1
D.W. Smith Assoc.	Professional Services Rendered - Manahassett & Long Branch Ave. Design - Jan./Feb. 2008		8,000.00 Final Pymt.
D.W. Smith Assoc.	Professional Services Rendered - Manahassett Park Development - Nov. 2007/Mar. 2008		6,738.54 Pymt #17
D.W. Smith Assoc.	Professional Services Rendered - Manahassett Park Turf Design - Jan. / Feb. 2008		8,000.00 Final Pymt.
D.W. Smith Assoc.	Professional Services Rendered - Electrical for Entire Manahassett Project - Jan./Feb. 2008		7,000.00 Final Pymt.
Dell Computer Corp.	Misc. Equipment for Video Surveillance - IT-Administration		2,508.58
Lex Associates, Inc	Hand Dryers for Beach Restrooms		4,908.00
Satellite Self Storage	Storage Fees - May 2008 - School Project - Community Development		518.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Sunrise Suites Hotel	Temporary Housing - Delores Smith - 3/21-3/27/2008 - School Project - Community Dev.	*	297.50
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 3/14-3/20 & 4/4-4/10/2008 - School Project - Comm.	*	297.50
Jp-Tite Fasteners	Various Materials for Boardwalk - DPW		526.33

TOTAL CAPITAL

92,987.89

City of Long Branch Clearing Account	Reimburse Clearing Account	*	20.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,129.11
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,488.06
City of Long Branch Clearing Account	Reimburse Clearing Account	*	217.00
City of Long Branch Payroll Agency	Reimburse Clearing Account	*	6,723.60
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	*	482.74
City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	*	293.66
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	*	6,240.86
City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	*	3,835.45
Edwards Tire	Tires - LBH #07 & #08 - Animal Control	*	438.96
Fort Dearborn Life Insurance	Life Insurance - May 2008	*	2.94
Geese Chasers	Geese Maintenance Control - April 2008	*	645.66
Health Net of New Jersey	Health Benefits - May 2008	*	1,255.27
Horizon Blue Cross Blue Shield	Dental Benefits - May 2008	*	188.06
Horizon Blue Cross Blue Shield	Health Benefits - May 2008	*	1,896.86
Long Branch Animal Hospital	Veterinary Services - April 2008	*	1,001.00
Monmouth County SPCA	Animal Shelter Services - March 2008	*	1,830.00
Motor Vehicle Services	Motor Vehicle Title - Animal Control	*	20.00
Verizon Wireless	Cell Phone Service - 4/16/2008 - Various Depts.	*	113.47
Vision Service Plan	Vision - May 2008	*	31.46

TOTAL DOG **32,854.16**

A T & T	Utilities - Telephone - 4/9-4/21/2008 - Various Locations	*	127.80
Birdsall Engineering	Engineering Services Rendered - Broadway Park Development - February 2008	*	2,146.00
Birdsall Engineering	Engineering Services Rendered - HDSRF App. Prep. - Cherry St. Park - March 2008	*	4,000.00
Birdsall Engineering	Engineering Services Rendered - Broadway Park Development - March 2008	*	1,658.44

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,146.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,322.76
City of Long Branch Clearing Account	Reimburse Clearing Account	*	53,147.29
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,370.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,327.17
City of Long Branch Current Account	Community Policing - CDBG	*	50,000.00
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	*	380.68
City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	*	376.27
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	*	4,946.49
City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	*	4,946.49
Conte's Car Wash	Car Wash Contract - April 2008		77.10
Dunkin Donuts / Baskin Robbins	Coffee & Donuts - Greater Broadway Business Meeting - 4/16/2008 - Community Dev.		37.98
Fort Dearborn Life Insurance	Life Insurance - May 2008	*	9.80
Health Net of New Jersey	Health Benefits - May 2008	*	1,255.27
Horizon Blue Cross Blue Shield	Dental Benefits - May 2008	*	156.16
Horizon Blue Cross Blue Shield	Health Benefits - May 2008	*	1,572.74
Lakewood Auto Supply	Misc. Filters - March 2008 - Community Dev.		78.13
Tuzzio's	Catering for Special Population Athletes Awards Dinner - 4/26/2008 - Community Dev.		1,200.00
Vision Service Plan	Vision - May 2008	*	25.52
W. B. Mason	Office Supplies for UEZ Office		82.00

TOTAL HUD

141,390.09

Allied Foreign Car Parts	Used Vehicle Parts - PW #8 - DPW		1,000.00
Birdsall Engineering	Engineering Services Rendered - March 2007 / January 2008 - Planning / Zoning Board		8,219.50
Bruce Booker / D.B.A. T.Y.G Productions	Videography - 6/24 & 7/19/2007 - Recreation Dept.		100.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	218.96
City of Long Branch Clearing Account	Reimburse Clearing Account	*	13,964.31
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,895.25
City of Long Branch Clearing Account	Reimburse Clearing Account	*	70,167.62
City of Long Branch Clearing Account	Reimburse Clearing Account	*	15,924.91
City of Long Branch Payroll Agency	Unemployment - April 2008	*	6,350.07
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	*	285.96
City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	*	289.62
City of Long Branch Payroll Agency	Payroll Dated 4/18/2008	*	15,638.95

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 5/02/2008	*	13,674.69	
D.W. Smith Assoc.	Professional Services Rendered - Manahasset Park Project Meetings - Jan./Feb. 2008		1,908.75	Final Pymt.
D.W. Smith Assoc.	Professional Services Rendered - Manahasset Park Final Design Plans - Jan./Feb. 2008		10,952.00	Pymt #4
E M Waterbury & Assoc.	Engineering Services Rendered - October 2007 / April 2008 - Zoning Board	*	1,093.50	
Fort Dearborn Life Insurance	Life Insurance - May 2008	*	0.98	
Health Net of New Jersey	Health Benefits - May 2008	*	1,803.43	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2008	*	78.08	
Michael A. Irene, Jr.	Legal Services Rendered - January / April 2008 - Zoning Board		1,500.00	
Phillips Preiss Shapiro Assoc.	Professional Services Rendered - February 2008 - Zoning Board		1,512.50	
Plymouth Pk Tax Serv.	Tax Sale Premium	*	4,000.00	
Thompson Design Group	Professional Services Rendered - Broadway Arts Center - January 2008		520.00	Pymt #1
Thompson Design Group	Professional Services Rendered - Hotel Campus - January 2008		260.00	Pymt #1
Thompson Design Group	Professional Services Rendered - Pier Village III - January 2008		1,885.00	Pymt #2
Thompson Design Group	Professional Services Rendered - Beachfront South - January 2008		1,040.00	Pymt #2
Vision Service Plan	Vision - May 2008	*	12.76	
W.B. Mason	Various Office Supplies - Community Dev.		447.26	

TOTAL TRUST OTHER

178,744.10

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

RESOLUTION NO. 16208

RESOLUTION AUTHORIZING MAYOR OF THE CITY OF LONG BRANCH TO AWARD CONSTRUCTION CONTRACT TO PRECISE CONSTRUCTION FOR THE CONSTRUCTION OF MANAHASSETT CREEK PARK

WHEREAS the City of Long Branch has acquired property for the construction of the Manahasset Creek Park and;

WHEREAS the City of Long Branch has previously retained DW Smith Associates, LLC for professional engineering services as to the design of the Manahasset Creek Park and;

WHEREAS the City of Long Branch sought bids for the construction of Manahasset Creek Park and;

WHEREAS bids were received on April 25, 2008, at City Hall in the City of Long Branch and;

WHEREAS there were eleven (11) prospective bidders whose bids are annexed on the following pages and;

WHEREAS DW Smith Associates, LLC, the City's consulting engineers has reviewed all of the bid packages and;

WHEREAS Precise Construction is the lowest bidder and;

WHEREAS Precise Construction bid documents are in order and;

WHEREAS DW Smith Associates, LLC, has confirmed that Precise's bid is correct and;

WHEREAS DW Smith Associates, LLC, consulting engineers recommend that Precise Construction be awarded the contract including Alternates # 2 through 7 and Alternate # 1, (Turf Option # 2 Field Turf) for the total amount not to exceed \$3,975,830.00 and;

WHEREAS funds are available in account number _____ as certified to by the chief financial officer of the City of Long Branch and;

WHEREAS all of the other contractors which bid on the contract for Alternate # 2 through 7 and Alternate # 1 (Turf Option # 2 Field Turf) are significantly in excess of the Precise Construction bid;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch being the same is hereby authorized to execute a contract with Precise Construction in an amount not to exceed \$3,975,830.00 for the construction of Manahasset Creek Park in accordance with Alternates # 2 through 7 and Alternate # 1 (Turf Option #2 Field Turf).

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**CONTRACT FOR IMPROVEMENTS TO
MANAHASSETT CREEK PARK**

Said contract being made as follows:

PRECISE CONSTRUCTION INC. \$3,975,830

Said funds being available in the form of:

CAPITAL BUDGET

ROAD PAVING

APPRO. #C-04-078-601	\$ 24,417.39
APPRO. #C-04-080-601	\$ 36,822.39
APPRO. #C-04-082-601	\$ 65,762.22

GREEN ACRES

APPRO. #C-04-085-603	\$1,010,333.50
MANAHASSETT PK. IMPRV.	
APPRO #C-04-088-601	\$2,552,557.33

GRANT BUDGET

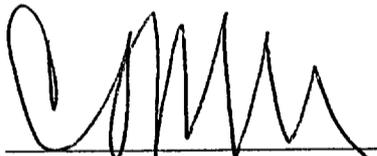
DCA GRANT-ACTIVE/PASSIVE PK.

APPRO. #G-01-090-431	\$ 6,438.99
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TRUST BUDGET

LB COMMUNITY CLUB

APPRO #T-14-100-139	\$ 279,498.18
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Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

5-8-12
Date

AGREEMENT

This Agreement, made as of the _____ day of _____, 20____,
by and between City of Long Branch, 344 Broadway, Long Branch, NJ 07740 ("Owner")
and
Precise Construction, Inc.

(Name of Contractor)

1016 Highway 33, Freehold, NJ 07728

(Address of Contractor)

(hereinafter called the Contractor)

WITNESSETH: that whereas the Contractor intends to construct under Contract No. _____ (hereinafter called the Project), in accordance with the plans, specifications, and other contract documents prepared by the Owner.

I. PARTS OF CONTRACT

The parties agree that the conditions contained in the following documents (which comprise and are hereinafter called the contract documents) are made part of this Agreement and are binding on both parties as if all conditions contained in the contract documents were set forth in this Agreement:

1. Advertisement for Bids
2. Instructions to Bidders
3. Bid
4. Agreement
5. Bonds
6. Releases
7. General Conditions
8. Special Conditions
9. Supplementary Conditions
10. Specifications
11. Drawings
12. Addenda
13. Modifications

II. CONTRACT TIME

Work under this Agreement shall be commenced upon written "Notice to Proceed" and shall be completed within 30 calendar days of the date specified in the "Notice to Proceed."

III. SUBCONTRACTORS

The contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. Relations between the contractor and his subcontractors are further defined in Article 4.4 of the "General Conditions."

IV. WORK

The contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete all work required for the construction of the project in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>03-20-08</u>
<u>2</u>	<u>04-08-08</u>
<u>3</u>	<u>04-10-08</u>
<u>4</u>	<u>04-14-08</u>
<u> </u>	<u> </u>

V. PRICES FOR WORK

The Owner shall pay based on the prices in the bid and the contractor shall receive the prices stipulated in the bid as full compensation for everything furnished and done by the contractor under this Agreement, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

Progress payments will be made in accordance with Article 8 of the "General Conditions."

The cost for all the work on this contract is \$3,975,830.00

VI. WAIVERS

Neither the inspection by the Owner nor any of its agents, nor any order by the Owner for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the Owner, nor any extension of time nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Agreement, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings, the Owner shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Agreement.

VII. AUTHORITY AND RESPONSIBILITY OF THE OWNER

All work shall be done under the observation of the Owner. The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of plans and specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the contractor.

VIII. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their names:

CITY OF LONG BRANCH

By: _____

ATTEST:

Adam Schneider – Mayor
(Name and Title)

Precise Construction, Inc.
(NAME OF CONTRACTOR)

ATTEST:

By: _____

Secretary (Seal)

Michelle Vlahos – President
(Name and Title)

(ACKNOWLEDGEMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of New Jersey
City of Long Branch

§:

BE IT REMEMBERED, that on this _____ day of _____, 20____
before me, the subscriber, personally appeared _____

who, I am satisfied, is the person who signed the within instrument as _____

City of Long Branch, the corporation named therein, and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal, and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Committee.

NOTARY PUBLIC (Seal)

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

State of New Jersey
County of Monmouth

§:

On this _____ day of _____ 20____, before me personally
came and appeared _____ to me known, who, being by me duly
sworn, did depose and say that he resides at _____,

that he is the _____ of _____, the

corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC (Seal)

MANAHASSETT CREEK PARK

CITY OF LONG BRANCH

MONMOUTH COUNTY, NJ

SUMMARY OF BIDS RECEIVED APRIL 25, 2008

DWSA Job No. 04-517.00

Summary of Bids Received April 25, 2008
Manahasset Creek Park - City of Long Branch, Monmouth County, NJ

CONTRACTOR ADDRESS CITY	PRECISE CONSTRUCTION INC 1016 HIGHWAY 33 FREEHOLD, NJ 07728	EAGLE CONSTRUCTION SERVICES 1624 JACKSONVILLE RD. BURLINGTON, NJ 08016	PILLARI BROS. CONSTRUCTION CORP. 665 SQUANKUM YELLOWBROOK RD. FARMINGDALE, NJ 07727	LUCAS BROTHERS, INC. 80 AMBOY ROAD MORGANVILLE, NJ 07751	RENCOR, INC 6 COMMERCE ST., SUITE C SOMERVILLE, NJ 08876	DEFINO CONTRACTING CO. 28 INDUSTRIAL AVE. CLIFFWOOD BEACH, NJ
AMOUNT BID ITEM #1	\$1,740,837.00	\$2,499,514.00	\$2,586,500.00	\$2,677,460.00	\$2,722,000.00	\$2,831,000.00
BID PRICE	\$1,740,837.00	\$2,499,514.00	\$2,586,500.00	\$2,677,460.00	\$2,722,000.00	\$2,831,000.00
ALTERNATE #2	\$127,062.00	\$325,000.00	\$227,647.00	\$171,140.00	\$250,000.00	\$169,900.00
ALTERNATE #3	\$69,000.00	\$110,000.00	\$107,000.00	\$75,180.00	\$150,000.00	\$108,000.00
ALTERNATE #4	\$101,231.00	\$160,000.00	\$117,300.00	\$94,220.00	\$200,000.00	\$103,000.00
ALTERNATE #5	\$40,000.00	\$70,000.00	\$57,000.00	\$45,500.00	\$75,000.00	\$52,000.00
ALTERNATE #6	\$1,000.00	\$25,000.00	\$1,000.00	\$1,160.00	\$15,000.00	\$2,000.00
ALTERNATE #7	\$55,200.00	\$129,000.00	\$82,800.00	\$52,500.00	\$105,000.00	\$144,000.00
ALTERNATE BID TOTAL	\$393,493.00	\$819,000.00	\$592,747.00	\$439,700.00	\$795,000.00	\$578,900.00
TOTAL BID	\$2,134,330.00	\$3,318,514.00	\$3,179,247.00	\$3,117,160.00	\$3,517,000.00	\$3,409,900.00

CONTRACTOR ADDRESS CITY	B & B CONSTRUCTION, LLC 175 RANTOWN GREENVILLE RD. HOWELL, NJ 07731	PERSISTENT CONSTRUCTION CO. 58 INDUSTRIAL AVENUE FAIRVIEW, NJ 07022	MONMOUTH CONSTRUCTION, LLC 4 BLUE HILLS DRIVE HOLMDEL, NJ	NOVA CRETE, INC. 1866 ROUTE 35 NORTH SOUTH AMBOY, NJ 08779	HUTTON CONSTRUCTION 41 VILLAGE PARK RD. CEDAR GROVE, NJ 07009
AMOUNT BID ITEM #1	\$2,888,888.88	\$2,991,000.00	\$3,000,000.00	\$3,199,440.00	\$3,218,319.00
BID PRICE	\$2,888,888.88	\$2,991,000.00	\$3,000,000.00	\$3,199,440.00	\$3,218,319.00
ALTERNATE #2	\$189,134.06	\$159,000.00	\$200,000.00	\$196,470.00	\$282,220.00
ALTERNATE #3	\$129,500.00	\$70,000.00	\$100,000.00	\$68,400.00	\$146,750.00
ALTERNATE #4	\$271,425.00	\$111,000.00	\$130,000.00	\$188,625.00	\$133,290.75
ALTERNATE #5	\$40,000.00	\$49,000.00	\$60,000.00	\$60,000.00	\$44,160.00
ALTERNATE #6	\$50,000.00	\$2,200.00	\$5,000.00	\$16,200.00	\$5,000.00
ALTERNATE #7	\$115,596.00	\$81,000.00	\$70,000.00	\$91,080.00	\$193,200.00
ALTERNATE BID TOTAL	\$795,655.06	\$472,200.00	\$565,000.00	\$640,775.00	\$804,620.75
TOTAL BID	\$3,684,543.94	\$3,463,200.00	\$3,565,000.00	\$3,840,215.00	\$4,022,939.75

DESCRIPTION OF ALTERNATE BID ITEMS:

ALTERNATE #2..... LONG BRANCH AVENUE IMPROVEMENTS
 ALTERNATE #3..... STORWATER INLETS AND DRAINAGE PIPE FOR PARK
 ALTERNATE #4..... TOP PAVEMENT COAT FOR PARKING AREAS
 ALTERNATE #5..... ENTRY COURT DETAIL
 ALTERNATE #6..... UTILITY POLES - COORDINATION AND SCHEDULING FOR RELOCATION
 ALTERNATE #7..... IMPORT FILL

Summary of Bids Received April 25, 2008 for ALTERNATE #1 - TURF OPTIONS
Manahasset Creek Park - City of Long Branch, Monmouth County, NJ

CONTRACTOR ADDRESS CITY	Precise Construction Inc 1016 Highway 33 Freehold, NJ 07728	Eagle Construction Services 1624 Jacksonville Rd. Burlington, NJ 08016	Pillari Bros. Construction Corp. 65 Squankum Yellowbrook Rd. Farmingdale, NJ 07727	Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751	Rencor, Inc 6 Commerce St., Suite C Somerville, NJ 08876	Defino Contracting Co. 28 Industrial Ave. Cliffwood Beach, NJ
TURF #1 - SPRINTURF	\$1,841,500.00	\$2,137,000.00	\$1,675,000.00	\$1,635,400.00	\$1,850,000.00	\$1,642,000.00
TURF #2 - FIELDTURF	\$1,841,500.00	\$2,199,000.00	\$1,675,000.00	\$1,537,200.00	\$1,699,000.00	\$1,655,000.00
TURF #3 - DESSO	\$2,002,500.00	\$2,300,000.00	\$1,800,000.00	\$1,669,100.00	\$1,850,000.00	\$1,785,000.00
TURF #4A - MONDOTURF	\$1,991,500.00	\$2,114,000.00	\$1,660,000.00	\$1,605,700.00	\$1,900,000.00	\$1,624,000.00
TURF #4B - MONDOTURF W/ ECOFILL	\$2,504,401.00	\$3,150,000.00	\$2,500,000.00	\$2,426,890.00	\$2,500,000.00	\$2,460,000.00
TURF #5 - TIGERTURF	\$1,841,500.00	\$2,053,000.00	\$1,650,000.00	\$1,583,450.00	\$1,800,000.00	\$1,575,500.00

CONTRACTOR ADDRESS CITY	B & B Construction, LLC 176 Ramtown Greenville Rd. Howell, NJ 07731	Persistent Construction Co. 58 Industrial Avenue Fairview, NJ 07022	Monmouth Construction, LLC 4 Blue Hills Drive Holmdel, NJ	Nova Crete, Inc. 1866 Route 35 North South Amboy, NJ 08779	Huton Construction 41 Village Park Rd. Cedar Grove, NJ 07009
TURF #1 - SPRINTURF	\$2,422,500.00	\$1,853,000.00	\$2,200,000.00	\$1,651,772.00	\$1,700,000.00
TURF #2 - FIELDTURF	\$2,434,000.00	\$1,853,000.00	\$2,500,000.00	\$1,812,001.00	\$1,700,000.00
TURF #3 - DESSO	\$2,550,605.00	\$1,982,000.00	\$2,300,000.00	\$1,798,172.00	\$1,835,000.00
TURF #4A - MONDOTURF	\$2,406,200.00	\$1,835,000.00	\$2,200,000.00	\$1,792,500.00	\$1,633,000.00
TURF #4B - MONDOTURF W/ ECOFILL	\$3,152,740.00	\$2,609,000.00	\$3,000,000.00	\$1,840,000.00	\$1,978,000.00
TURF #5 - TIGERTURF	\$2,429,000.00	\$1,738,000.00	\$2,150,000.00	not submitted	\$1,635,000.00

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>PRECISE CONSTRUCTION INC</u>
BID PRICE:	<u>1,740,837⁰⁰</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>127,062⁰⁰</u>
ALTERNATE #3:	<u>69,000⁰⁰</u>
ALTERNATE #4:	<u>101,231⁰⁰</u>
ALTERNATE #5:	<u>40,000⁰⁰</u>
ALTERNATE #6:	<u>1,000⁰⁰</u>
ALTERNATE #7:	<u>55,200⁰⁰</u>
TURF ALTERNATE #1:	<u>1,841,500⁰⁰</u>
TURF ALTERNATE #2:	<u>1,841,500⁰⁰</u>
TURF ALTERNATE #3:	<u>2,002,500⁰⁰</u>
TURF ALTERNATE #4:	<u>1,991,500⁰⁰</u>
TURF ALTERNATE #4:	<u>2,504,401⁰⁰</u>
TURF ALTERNATE #5:	<u>1,841,500⁰⁰</u>

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>NOVA CRETE, INC</u>
BID PRICE:	<u>3,199,440⁰⁰</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>196,470⁰⁰</u>
ALTERNATE #3:	<u>68,400⁰⁰</u>
ALTERNATE #4:	<u>188,625⁰⁰</u>
ALTERNATE #5:	<u>80,000⁰⁰</u>
ALTERNATE #6:	<u>16,200⁰⁰</u>
ALTERNATE #7:	<u>91,080⁰⁰</u>
TURF ALTERNATE #1:	<u>1,651,772⁰⁰</u>
TURF ALTERNATE #2:	<u>1,812,001⁰⁰</u>
TURF ALTERNATE #3:	<u>1,798,172⁰⁰</u>
TURF ALTERNATE #4:	<u>1,792,500⁰⁰</u>
TURF ALTERNATE #5:	<u>1,840,000⁰⁰</u>

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>RENCOR INC</u>
BID PRICE:	<u>2,722,000⁰⁰</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>250,000⁰⁰</u>
ALTERNATE #3:	<u>150,000⁰⁰</u>
ALTERNATE #4:	<u>200,000⁰⁰</u>
ALTERNATE #5:	<u>75,000⁰⁰</u>
ALTERNATE #6:	<u>15,000⁰⁰</u>
ALTERNATE #7:	<u>105,000⁰⁰</u>
TURF ALTERNATE #1:	<u>1,850,000⁰⁰</u>
TURF ALTERNATE #2:	<u>1,699,000⁰⁰</u>
TURF ALTERNATE #3:	<u>1,850,000⁰⁰</u>
TURF ALTERNATE #4: A	<u>1,900,000⁰⁰</u>
B	<u>2,500,000⁰⁰</u>
TURF ALTERNATE #5:	<u>1,800,000⁰⁰</u>

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>MONMOUTH CONSTRUCTION LLC</u>
BID PRICE:	<u>3,000,000⁰⁰</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>200,000⁰⁰</u>
ALTERNATE #3:	<u>100,000⁰⁰</u>
ALTERNATE #4:	<u>130,000⁰⁰</u>
ALTERNATE #5:	<u>60,000⁰⁰</u>
ALTERNATE #6:	<u>5,000⁰⁰</u>
ALTERNATE #7:	<u>70,000⁰⁰</u>
TURF ALTERNATE #1:	<u>2,200,000</u>
TURF ALTERNATE #2:	<u>2,500,000</u>
TURF ALTERNATE #3:	<u>2,300,000</u>
TURF ALTERNATE #4:	<u>2,200,000</u>
TURF ALTERNATE #5:	<u>3,000,000</u>
	<u>2,150,000</u>

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>EAGLE CONSTRUCTION SERVICES</u>
BID PRICE:	<u>2,499,514⁰⁰</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>325,000⁰⁰</u>
ALTERNATE #3:	<u>110,000⁰⁰</u>
ALTERNATE #4:	<u>160,000⁰⁰</u>
ALTERNATE #5:	<u>70,000⁰⁰</u>
ALTERNATE #6:	<u>25,000⁰⁰</u>
ALTERNATE #7:	<u>129,000⁰⁰</u>
TURF ALTERNATE #1:	<u>2,137,000⁰⁰</u>
TURF ALTERNATE #2:	<u>2,199,000⁰⁰</u>
TURF ALTERNATE #3:	<u>2,300,000⁰⁰</u>
TURF ALTERNATE #4:	<u>2,114,000⁰⁰</u>
TURF ALTERNATE #5:	<u>3,150,000⁰⁰</u>
	<u>2,053,000⁰⁰</u>

April 25, 2008

MANHASSETT CREEK PARK

CONTRACTOR: HUTTON CONSTRUCTION LLC

BID PRICE: 3,218,319⁰⁰

ALTERNATE #1: See Turf Alternate

ALTERNATE #2: 282,220⁰⁰

ALTERNATE #3: 146,750⁰⁰

ALTERNATE #4: 133,290⁷⁵

ALTERNATE #5: 44,160⁰⁰

ALTERNATE #6: 5,000⁰⁰

ALTERNATE #7: 193,200⁰⁰

TURF ALTERNATE #1: 1,700,000⁰⁰

TURF ALTERNATE #2: 1,700,000⁰⁰

TURF ALTERNATE #3: 1,835,000⁰⁰

TURF ALTERNATE #4: A 1,633,000⁰⁰

B 1,978,000⁰⁰

TURF ALTERNATE #5: 1,635,000⁰⁰

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR: PILLARI BROS. CONSTR. CORP
BID PRICE: 2,586,500⁰⁰
ALTERNATE #1: See Turf Alternate
ALTERNATE #2: 227,647⁰⁰
ALTERNATE #3: 107,000⁰⁰
ALTERNATE #4: 117,300⁰⁰
ALTERNATE #5: 57,000⁰⁰
ALTERNATE #6: 1,000⁰⁰
ALTERNATE #7: 82,800⁰⁰

TURF ALTERNATE #1: 1,675,000⁰⁰
TURF ALTERNATE #2: 1,675,000⁰⁰
TURF ALTERNATE #3: 1,800,000⁰⁰
TURF ALTERNATE #4: A 1,660,000⁰⁰
 B 2,500,000⁰⁰
TURF ALTERNATE #5: 1,650,000⁰⁰

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR: LUCAS BROTHERS INC
BID PRICE: 2,677,460⁰⁰
ALTERNATE #1: See Turf Alternate
ALTERNATE #2: 171,040⁰⁰
ALTERNATE #3: 75,180⁰⁰
ALTERNATE #4: 94,220⁰⁰
ALTERNATE #5: 45,500⁰⁰
ALTERNATE #6: 1,160⁰⁰
ALTERNATE #7: 52,500⁰⁰

TURF ALTERNATE #1: 1,635,400⁰⁰
TURF ALTERNATE #2: 1,537,200⁰⁰
TURF ALTERNATE #3: 1,669,100⁰⁰
TURF ALTERNATE #4: A 1,605,700⁰⁰
B 2,426,890⁰⁰
TURF ALTERNATE #5: 1,583,450⁰⁰

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>PERSISTENT CONSTRUCTION Co.</u>
BID PRICE:	<u>2,991,000⁰⁰</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>159,000⁰⁰</u>
ALTERNATE #3:	<u>70,000⁰⁰</u>
ALTERNATE #4:	<u>111,000⁰⁰</u>
ALTERNATE #5:	<u>49,000⁰⁰</u>
ALTERNATE #6:	<u>2,200⁰⁰</u>
ALTERNATE #7:	<u>81,000⁰⁰</u>
TURF ALTERNATE #1:	<u>1,853,000⁰⁰</u>
TURF ALTERNATE #2:	<u>1,853,000⁰⁰</u>
TURF ALTERNATE #3:	<u>1,982,000⁰⁰</u>
TURF ALTERNATE #4:	<u>1,835,000⁰⁰</u>
TURF ALTERNATE #5:	<u>2,609,000⁰⁰</u>
	<u>1,738,000⁰⁰</u>

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>B & B CONSTRUCTION</u>
BID PRICE:	<u>2,888,888⁸⁸</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>189,134⁰⁶</u>
ALTERNATE #3:	<u>129,500⁰⁰</u>
ALTERNATE #4:	<u>271,425⁰⁰</u>
ALTERNATE #5:	<u>40,000⁰⁰</u>
ALTERNATE #6:	<u>50,000⁰⁰</u>
ALTERNATE #7:	<u>115,596⁰⁰</u>
TURF ALTERNATE #1:	<u>2,422,500⁰⁰</u>
TURF ALTERNATE #2:	<u>2,434,000⁰⁰</u>
TURF ALTERNATE #3:	<u>2,550,605⁰⁰</u>
TURF ALTERNATE #4: A	<u>2,406,200⁰⁰</u>
B	<u>3,152,740⁰⁰</u>
TURF ALTERNATE #5:	<u>2,429,000⁰⁰</u>

April 25, 2008

MANAHASSETT CREEK PARK

CONTRACTOR:	<u>DEFINO CONTRACTING</u>
BID PRICE:	<u>2,831,000⁰⁰</u>
ALTERNATE #1:	<u>See Turf Alternate</u>
ALTERNATE #2:	<u>169,900⁰⁰</u>
ALTERNATE #3:	<u>108,000⁰⁰</u>
ALTERNATE #4:	<u>103,000⁰⁰</u>
ALTERNATE #5:	<u>52,000⁰⁰</u>
ALTERNATE #6:	<u>2,000⁰⁰</u>
ALTERNATE #7:	<u>144,000⁰⁰</u>
TURF ALTERNATE #1:	<u>1,642,000⁰⁰</u>
TURF ALTERNATE #2:	<u>1,655,000⁰⁰</u>
TURF ALTERNATE #3:	<u>1,785,000⁰⁰</u>
TURF ALTERNATE #4:	<u>1,624,000⁰⁰</u>
TURF ALTERNATE #5:	<u>2,460,000⁰⁰</u>
	<u>1,575,500⁰⁰</u>