

**CITY COUNCIL**  
**WORKSHOP SESSION**  
**OCTOBER 28, 2008**  
**6:00 P.M.**

- 1 – DOG ORDINANCE / ADMINISTRATION
- 2 - REVIEW OF REGULAR MEETING AGENDA

**EXECUTIVE SESSION**

REDEVELOPMENT CONTRACT

- 1. BEACHFRONT SOUTH/MARK AIKINS, ESQ.

LABOR NEGOTIATIONS

- 1. UNION CONTRACTS/JAMIE PLOSIA, ESQ.

**ADMINISTRATIVE AGENDA**

**CITY COUNCIL**

**CITY OF LONG BRANCH**

**OCTOBER 28, 2008**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE**

**CERTIFICATION BY CLERK:**

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

*Irene A. Joline, RMC  
City Clerk*

**READING AND APPROVAL OF PREVIOUS MINUTES:**

OCTOBER 14, 2008

**CONSIDERATION OF ORDINANCES:**

**PUBLIC HEARING AND FINAL CONSIDERATION**

**#21-08** AN ORDINANCE OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NJ AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY OR HIS DESIGNEE TO SUSPEND TEMPORARY PARKING RESTRICTION WHEN APPROPRIATE FOR THE PUBLIC SAFETY (INTRODUCED: OCTOBER 14, 2008)

**#22-08** AN ORDINANCE AMENDING CHAPTER 103 ALCOHOLIC BEVERAGES, SECTION 4, LIMITATIONS ON LOCATIONS OF THE CODE OF THE CITY OF LONG BRANCH (INTRODUCED: OCTOBER 14, 2008)

**ORDINANCES FOR INTRODUCTION:**

NONE

**PUBLIC PARTICIPATION:**

**RESOLUTIONS:**

**R318-08** RESOLUTION AUTHORIZING THE EXECUTION OF A CONFIRMATORY DEED WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED IN THE CHERRY STREET PARK PROJECT AREA PREVIOUSLY ACQUIRED BY THE CITY AND FOR WHICH THE CITY IS NOW PURSUING REIMBURSEMENT OF THE ACQUISITION AND DEVELOPMENT COSTS PURSUANT WITH THE NEW JERSEY GREEN ACRES PROGRAM

**R319-08** RESOLUTION TO CANCEL OPEN TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH

**R320-08** RESOLUTION REFUND OF \$175.00 DUMPSTER FEE TO MARIO R. OLIVERA

**R321-08** RESOLUTION AWARDDING CONTRACT FOR BRUSH GRINDING AT DPW ATLANTIC AVENUE YARD (ATLANTIC TREE MATERIALS AND GRINDING CO., INC.)

**R322-08** RESOLUTION TO REFUND OVERPAYMENT OF 2008 INTEREST DUE TO A POSTING ERROR (BLOCK 8 LOT 17.01)

**R323-08** RESOLUTION APPROVAL PAYMENT OF BILLS

**APPLICATIONS:**

1. APPROVAL OF THE TRANSFER OF A TAXI OWNERS LICENSE FROM RONALD GAARDER TO MUSHTAQ KAHN

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

**ADJOURNMENT**

ORDINANCE NO. 21-08

**ORDINANCE OF THE CITY OF LONG BRANCH  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY,  
AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY OR HIS DESIGNEE  
TO SUSPEND TEMPORARILY PARKING RESTRICTIONS  
WHEN APPROPRIATE FOR THE PUBLIC SAFETY**

**WHEREAS**, the governing body of the City of Long Branch has previously adopted ordinances restricting parking on public streets in the City of Long Branch; and

**WHEREAS**, the governing body of the City of Long Branch determines that the citizens of Long Branch and the public at large will benefit from the temporary suspension of those parking restrictions in certain circumstances where the public safety and convenience so require; and

**WHEREAS**, the governing body determines that the Director of Public Safety or his designee can best determine at what times, for what duration, in what areas, and under what circumstances the parking restrictions should be temporarily suspended.

**NOW, THEREFORE BE IT ORDAINED**, by the governing body of the City of Long Branch, County of Monmouth, State of New Jersey, that the Director of Public Safety, or his designee, is hereby authorized to suspend parking restrictions temporarily in the City of Long Branch under circumstances, for durations, in areas, and at times, as the Director, or his designee, deems, in his discretion, appropriate and in the interests of public safety.

**BE IT FURTHER ORDAINED** that the suspension of the parking restrictions by the Director of Public Safety or his designee shall not last for a period of time greater than 72 hours.

**BE IT FURTHER ORDAINED** that this Ordinance shall in no way permit the Director of Public Safety or his designee to lift, suspend, or in any way modify those parking restrictions governed by Title 39 of the New Jersey Statutes Annotated.

**BE IT FURTHER ORDAINED**, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

**BE IT FURTHER ORDAINED**, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

INTRODUCED: *October 14, 2008*

ADOPTED:

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Irene A. Joline, RMC, City Clerk

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Adam Schneider, Mayor

Ordinance No. 22-08

**ORDINANCE AMENDING CHAPTER 103, ALCOHOLIC BEVERAGES, SECTION 4,  
LIMITATIONS ON LOCATION OF THE CODE OF THE CITY OF LONG BRANCH**

**WHEREAS**, Ordinance 103-4 of the Code of the City of Long Branch as it currently exists regulates the location of premises utilizing liquor licenses within the City of Long Branch; and

**WHEREAS**, according to Ordinance 103-4 as it currently exists, no license for the retail sale for alcoholic beverages for consumption may be granted or transferred to another premises within 1,000 feet of an existing license premises, with the exception of the C1, C3, C4, RC1 and RC2 zones; and

**WHEREAS**, the original purpose for these types of ordinances was to prevent so-called "red light" districts or was a way to cap the number of licenses a municipality could issue; and

**WHEREAS**, there are owners of liquor licenses within the City of Long Branch who wish to activate their inactive licenses but are unable to do so because of this restriction; and

**WHEREAS**, the proposed amendment to Ordinance 103-4 would serve the best interests of the City and its residents by providing a balance between the City's concern about the clustering of bars and its desire to provide more restaurant options for the community; and

**WHEREAS**, the governing body of the City of Long Branch wishes to relax Ordinance 103-4 by making an exception to the 1000 foot restriction for restaurants, or those establishments where a considerable percentage of the premises is devoted to food service:

**NOW, THEREFORE, BE IT ORDAINED** by the governing body of the City of Long Branch that Ordinance 103-4 be and is hereby amended to add the following:

B. Proximity to existing license location. A license for the retail sale of alcoholic beverages for consumption on or off the licensed premises, accepting renewal licenses for the same premises which have been previously licensed and transferred from

person to person, shall be granted or transferred to other premises within 1000 feet of any existing licensed premises except in the C1, C3, C4, RC1 and RC2 zones, within which the One Thousand (1000) foot restriction shall not apply. Notwithstanding the foregoing, in the event that the licensee which operates as a bar as opposed to a restaurant and only the licensee shall desire to transfer his license to another premises, he, she, it may be permitted to do so at the discretion of the Council but the transfer of the new license to a new premises shall be limited to a distance of not more than Three Hundred (300) Feet from the licensed premises from which the transfer is sought. That exception shall not be construed to authorize any other transfer except in compliance with the 1000 foot distance limitation aforementioned. The distances shall be measured in the same manner as that required by statute for the measuring of businesses between licensed premises, schools and churches.

C. Exceptions.

- (1) An exception to the 1000 foot distance requirement shall apply to "restaurants". "Restaurants" shall be defined in accordance with the definition found in Section 103-5(G);
- (2) The following requirements shall apply to restaurants for purposes of this exception:
  - a. The total number of seats at the bar shall not exceed 15% of the total number of seats in the restaurant for the service of meals;
  - b. At a minimum, 75% of the floor useable area of the premises must be devoted to the service of meals;
  - c. No alcoholic beverages may be removed from the restaurant premises by any patron at any time, and no package good sales are permitted.
  - d. The restaurant shall contain separate restroom facilities for men and women;
  - e. The restaurant must be a full service restaurant furnishing complete meals, i.e., dinners with appetizers, main entrée and dessert;
  - f. The sale of alcoholic beverages shall only be permitted between the hours of 11:00 a.m. and 1:00 a.m. prevailing time, and no consumption shall be permitted within the restaurant after 1:30 a.m. and prior to 11:00 a.m., prevailing

time, and notwithstanding the above, only during those hours when the service of food is available;

- g. There shall be no separate and exclusive exterior entrances to the bar. Access to the bar shall be through the restaurant premises;
- h. All regulations of the alcoholic beverage control authority shall remain applicable to the restaurant.

**BE IT FURTHER ORDAINED** that a copy of this Ordinance, upon adoption, shall be forwarded to the City of Long Branch Planning Board, Zoning Department, City Engineer, City Planner and City Attorney upon adoption.

INTRODUCED: *October 9, 2008*

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

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

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

Resolution No.

318-08

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONFIRMATORY DEED WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED IN THE CHERRY STREET PARK PROJECT AREA PREVIOUSLY ACQUIRED BY THE CITY AND FOR WHICH THE CITY IS NOW PURSUING REIMBURSEMENT OF THE ACQUISITION AND DEVELOPMENT COSTS PURSUANT WITH THE NEW JERSEY GREEN ACRES PROGRAM**

**WHEREAS**, there is within the City of Long Branch (the "City") certain real property located in Block 492, Lot 24.03, (the "Property"), by way of a Deed to the City of Long Branch from the New York and Long Branch Railroad Company, dated March 24, 1959 and recorded in the Office of the Monmouth County Clerk on June 18, 1959 in Deed Book 2923 at Page 549, for a total consideration in the amount of One Dollar (\$1.00), which Property is located in the Cherry Street Park project area; and

**WHEREAS**, because the Property was purchased by the City for a public purpose and thereafter developed to further said public purpose, the City has elected to pursue reimbursement of the costs of acquiring and developing said Property from the New Jersey Department of Environmental Protection, Green Acres Program ("Green Acres") in return for those restrictions which shall be placed upon the Property by virtue of the Green Acres designation; and

**WHEREAS**, in connection with said application, the City must meet certain requirements in connection with Green Acres as set forth in N.J.S.A. 13:8C-1, et seq., and N.J.A.C. 7:36, which includes the inclusion of certain language in the Deed of Conveyance for the Property that was previously acquired; and

**WHEREAS**, at the time of the City's acquisition of the Property, reimbursement through the State Green Acres program was not yet contemplated and the Green Acres language requirements were unknown at the time of the acquisition and were therefore omitted from the acquisition Deed; and

**WHEREAS**, the City has determined that there is a need to prepare and properly execute a Confirmatory Deed for the Property and to incorporate into that Confirmatory Deed the now required

requisite Green Acres language in order to satisfy the Green Acres Program and enable the City to obtain reimbursement from Green Acres for the acquisition and development costs paid by the City in connection with the acquisition and development of the Property; and

**WHEREAS**, the Mayor is hereby authorized and directed to take all reasonable, necessary and lawful steps to execute and deliver a Confirmatory Deed conveying the Property from the City to the City, and cause same to be recorded by the Clerk of Monmouth County, for the purposes set forth above and in the form as attached hereto and made a part hereof as "**Exhibit A**".

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor of the City of Long Branch being the same hereby is authorized to execute the Agreement annexed hereto and made a part hereof.

MOVED:

SECONDED:

AND ADOPTED

UPON THE FOLLOWING ROLE CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN

Prepared by: JAMES G. AARON, ESQ.

**CONFIRMATORY DEED**

This Deed is made on August , 2008

**BETWEEN**

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey, having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey, (referred to as "Grantor");

**AND**

**THE CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey, having offices at 344 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey, (referred to as "Grantee").

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The Grantor now grants and conveys the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00)**. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46-15-2.1) City of Long Branch, County of Monmouth, Block 492, Lot 24.03.

**Property.** The property consists of the land and all the buildings and structures on the land in the City of Long Branch, County of Monmouth, and State of New Jersey. The legal description is attached hereto as **Exhibit A**. The total area of the Property subject of this Confirmatory Deed is approximately 1.5 acres, of which 1.5 acres is being dedicate by the Grantor for public purpose and which shall hereafter be subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq., and N.J.A.C. 7:36, as may be hereafter amended and supplemented.

**BEING** the same premises as heretofore acquired by the City of Long Branch by way of a Deed from the New York and Long Branch Railroad Company, dated March 24, 1959 and recorded in the office of the Monmouth County Clerk on June 18, 1959, in Deed Book 2923 at Page 549. The consideration paid by the City of Long Branch in connection with that conveyance was One Dollar (\$1.00).

**Tax Map Reference.** (N.J.S.A. 46-15-2.1) City of Long Branch, County of Monmouth, Block 492, Lot 24.03.

**Purpose.** The purpose of this Confirmatory Deed and the conveyance made herein is to incorporate the requisite Deed language as proscribed by the State of New Jersey, Department of Environmental Protections, Green Acres Program, for the purposes of an application made by the City of Long Branch for reimbursement from the Green Acres Program for the acquisition and development costs heretofore paid by the City in connection with the Property set forth herein, which Property has been designated by the City for recreation and/or conservation purposes in accordance with the Green Acres Program. The execution of this Confirmatory Deed on behalf of the City of Long Branch has been duly authorized by way of Resolution No. \_\_\_\_\_, introduced on \_\_\_\_\_, 2008 and adopted on \_\_\_\_\_, 2008 by the City Council in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq., a copy of same is attached hereto as **Exhibit B**.

The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1, et seq., and N.J.A.C. 7:36, as may be amended and supplemented, and the Grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.

**Signatures.** This Confirmatory Deed is signed and attested to by the Grantor's proper corporate offices as of the date at the top of the first page. Its corporate seal is affixed.

Attest:

CITY OF LONG BRANCH,  
a municipal corporation of the State of  
New Jersey

By: \_\_\_\_\_  
ADAM SCHNEIDER, Mayor

\_\_\_\_\_  
IRENE JOLINE, City Clerk

**DEED**

: Dated: \_\_\_\_\_, 2008

:

CITY OF LONG BRANCH,  
a municipal corporation of the  
State of New Jersey

:

Grantor,

:

TO

:

CITY OF LONG BRANCH,  
a municipal corporation of the  
State of New Jersey

:

:

:

:

Grantee.

Record and Return to:

JAMES G. AARON, ESQ.  
Ansell Zaro Grimm & Aaron, PC  
CN 7807  
Ocean, NJ 07712

**EXHIBIT A  
LEGAL DESCRIPTION**

All those certain five Tracts or Parcels of land and premises, hereinafter particularly described, situate, lying and being in the City of Long Branch, in the COUNTY OF Monmouth AND STATE OF NEW JERSEY.

**FIRST TRACT**

Beginning at the point where the northerly side line of North Lincoln Avenue is intersected by the westerly line of lands of The New York and Long Branch Railroad Company.

Thence (1) Northerly along said westerly line of lands of said Railroad Company a distance of 168.92 feet to a corner;

Thence (2) Easterly along the northerly line of lands of said Railroad Company a distance of 30 feet to a corner;

Thence (3) Northerly along the westerly line of lands of said Railroad Company a distance of 143 feet to the southerly side line of Albert Place;

Thence (4) Easterly along said southerly side line of Albert Place a distance of 75 feet more or less to a point;

Thence (5) Southerly along the dividing line of lands of said Railroad Company and lands now or formerly of Atlantic Coast Electric Railway Company a distance of 135 feet more or less to a point;

Thence (6) Easterly along the northerly line of lands of said Railroad Company a distance of 25 feet more or less to a point in the westerly right-of-way line of the railroad of said Railroad Company;

Thence (7) Southerly along said westerly right-of-way line a distance of 173 feet to the northerly side line of North Lincoln Avenue;

Thence (8) Westerly along said northerly side line of North Lincoln Avenue a distance of 100 feet more or less to the beginning point.

Being all of the lands owned by The New York and Long Branch Railroad Company lying west of the westerly right-of-way line of The New York and Long Branch Railroad Company and between Albert Place and North Lincoln Avenue.

**SECOND TRACT**

Beginning at a point in the northerly side line of North Lincoln Avenue, said point being the beginning point of the tract of land described in deed dated February 27, 1900 from The New York and Long Branch Railroad Company to Rosa H. Kahn and recorded in the Clerk's Office of Monmouth County.

Thence (1) Northerly along the fourth course reversed of said tract of land a distance of 523 feet more or less to a point;

Thence (2) Westerly at right angles to the preceding course a distance of 25 feet to a point;

Thence (3) Southerly through lands of said Railroad Company and parallel to the first course hereof a distance of 523 feet more or less to the northerly side line of North Lincoln Avenue;

Thence (4) Easterly along said northerly side line of North Lincoln Avenue a distance of 25 feet to the beginning point.

**THIRD TRACT**

Beginning at the intersection of the northerly side line of Bath Avenue with the easterly side line of West Avenue;

Thence (1) Northerly along said easterly side line of West Avenue a distance of 87 feet more or less to a point distant 75 feet measured northeasterly at right angles from the aforesaid northerly side line of Bath Avenue;

Thence (2) Easterly through lands of The New York and Long Branch Railroad Company parallel to the northerly side line of Bath Avenue a distance of 185 feet to a point;

Thence (3) Southerly still through lands of said Railroad Company parallel to said easterly side line of West Avenue a distance of 87 feet more or less to the aforesaid northerly side line of Bath Avenue;

Thence (4) Westerly along said northerly side line of Bath Avenue a distance of 185 feet to the beginning point.

#### FOURTH TRACT

Beginning at a point in the westerly side line of Third Avenue, said point being the beginning point of a tract of land described in a deed dated February 15, 1954 from The New York and Long Branch Railroad Company to Safeway Stores Incorporated, recorded in the Clerk's Office in Monmouth County;

Thence (1) Southerly along said westerly side line of Third Avenue a distance of 52.20 feet to a point of curve;

Thence (2) on a curve to the right with a radius of 23.37 feet, an arc distance of 36.13 feet to a point of tangent in the northerly side line of Bath Avenue;

Thence (3) Westerly along said northerly side line of Bath Avenue a distance of 117.24 feet to a point;

Thence (4) Northerly through lands of The New York and Long Branch Railroad Company parallel to the aforesaid westerly side line of Third Avenue a distance of 75 feet to a point in the dividing line of lands of the aforesaid Safeway Stores Incorporated and said Railroad Company;

Thence (5) Easterly along said dividing line a distance of 140.04 feet to the beginning point.

#### FIFTH TRACT

Beginning at a point where the westerly side line of Westwood Avenue is intersected by the southerly line of lands of The New York and Long Branch Railroad Company;

Thence (1) Westerly along said southerly line of lands of said Railroad Company a distance of 458 feet more or less to a corner;

Thence (2) Northerly along the westerly line of lands of said Railroad Company a distance of 153 feet more or less to a corner;

Thence (3) Easterly along the northerly line of lands of said Railroad Company and said northerly line prolonged, a distance of 270 feet more or less to a point distant 20 feet measured radially and westerly from the center line of the southbound main track of the railroad of said Railroad Company;

Thence (4) through lands of said Railroad Company on a curve to the right concentric with said track with a radius of 1072 feet an arc distance of 260 feet more or less to the aforesaid westerly side line of Westwood Avenue;

Thence (5) Southerly along said westerly side line of Westwood Avenue a distance of 25 feet more or less to the beginning point.

R# 319-08

RESOLUTION TO CANCEL  
OPEN 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 2008 taxes shown below 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 in the total amount of \$4,652.82 and charge 2008 taxes.

BLOCK	LOT	Address	AMOUNT
283	9	162 Broadway	4,652.82

R# 320-08

RESOLUTION REFUND OF \$175.00 DUMPSTER  
FEE TO MARIO R. OLIVERA

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize the finance department to refund \$175.00 for a dumpster fee due to the applicant canceling the dumpster. Said refund should go to:

Mario Olivera  
13 Eastwood Avenue  
Long Branch, NJ 07740

**MOVED:**  
**SECONDED:**

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



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

FRED MIGLIACCIO CPWM  
DIRECTOR OF PUBLIC WORKS  
fmigliaccio@ci.long-branch.nj.us

DEPARTMENT OF PUBLIC WORKS  
636 JOLINE AVENUE, LONG BRANCH, NEW JERSEY 07740  
(732) 571-6520 FAX (732) 222-2449

LOUIS DELAURO CPWM  
ASSISTANT DIRECTOR  
ldelauro@ci.long-branch.nj.us

### **MEMORANDUM**

TO: IRENE JOLINE  
CITY CLERK

FROM: FRED MIGLIACCIO CPWM   
DIRECTOR OF PUBLIC WORKS

RE: REFUND

DATE: OCTOBER 8, 2008

MARIO OLIVERA AT 13 EASTWOOD AVENUE HAS CANCELLED THE DUMPSTER WHICH WAS SCHEDULED FOR DELIVERY ON OCTOBER 3, 2008. HE IS REQUESTING A REFUND OF THE \$175.00 FEES PAID. ENCLOSED IS A COPY OF THE INVOICE, CHECK AND DEPOSIT SLIP.

THANK YOU FOR YOUR ASSISTANCE IN THIS MATTER.

FM/jb  
CC: MARIO OLIVERA  
13 EASTWOOD AVENUE  
LONG BRANCH, N.J. 077740



R # 321-08

**RESOLUTION AWARDING CONTRACT  
FOR BRUSH GRINDING AT  
DPW ATLANTIC AVENUE YARD**

**WHEREAS**, the City advertised to receive bids on October 15, 2008, for a twenty-four month contract for on-site grinding, transport and disposal of brush at its Atlantic Avenue Public Works Yard, Bid #2008-17, and the following bids were received:

<b>Atlantic Tree Materials and Grinding Co., Inc.</b> (\$7.85 cubic yard)	<b>\$172,700</b>
<b>Shoreline Grading, Inc.</b> (\$9.23 cubic yard)	<b>\$203,006</b>
<b>Reliable Wood Products, LLC</b> (\$9.95 cubic yard)	<b>\$218,900</b>

**WHEREAS**, bid documents were reviewed and found to be in order, and it is the recommendation of the Public Works Director that it is in the City's best interest to award a contract to Atlantic Tree as the lowest valid bidder; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this purchase from the 2008 Budget, Department of Public Works, Division of Recyc/Solid Waste Disposal, Appropriation Line Item #8-01-057-529, in the amount of \$28,000, with continuation of the contract contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2009 and future Budgets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that a contract for on-site grinding, transport and disposal of up to 22,000 cubic yards of brush be awarded to **Atlantic Tree Materials and Grinding Co., Inc.**, in accordance with the bid specifications and proposal, for a sum not to exceed \$172,700.

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

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

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

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

**TWO YEAR CONTRACT FOR BRUSH GRINDING  
FOR PUBLIC WORKS DEPARTMENT**

Said contract being made as follows:

**ATLANTIC TREE MATERIALS & GRINDING CO., INC.                      \$172,700\***

Said funds being available in the form of:

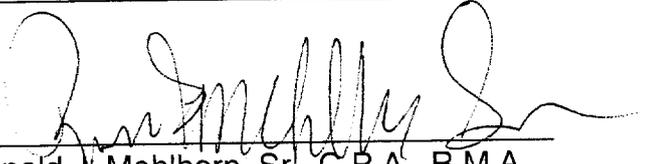
**2008 BUDGET**

**DEPARTMENT OF PUBLIC WORKS**

**SOLID WASTE DISPOSAL**

**BRUSH GRINDING    8-01-057-529                      \$ 28,000**

**\*CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION  
OF ADDITIONAL FUNDS THROUGH APPROPRIATION TRANSFER,  
EMERGENCY APPROPRIATION, AND/OR PROVISION OF ADEQUATE  
FUNDS IN 2009 AND FUTURE BUDGET.**

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

\_\_\_\_\_  
Date

**CONTRACT**

**THIS AGREEMENT MADE THIS                      DAY OF                      ,**

**BETWEEN: CITY OF LONG BRANCH**

**344 Broadway  
Long Branch, NJ 07740**

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

**AND ATLANTIC TREE MATERIALS AND GRINDING CO., INC.**

**P O BOX 207  
HOLMDEL, NJ 07733**

hereinafter called the **CONTRACTOR**:

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

**ARTICLE ONE: SCOPE OF WORK:** **CONTRACTOR** covenants and agrees to provide a contract for on-site grinding, transport and disposal of up to 22,000 cubic yards of brush in accordance with the bid specifications and proposal herein; and

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

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

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

item scheduled in the Proposal, at the respective unit price bid therefore by the **CONTRACTOR**, which payment according to the estimated quantities will amount to a sum not to exceed **\$172,700.00 (one hundred seventy two thousand seven hundred dollars)**.

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

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

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

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

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

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

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this on-discrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OWNER: CITY OF LONG BRANCH**

Attested by:

Date:

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

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Atlantic Tree Materials & Grinding  
Co., Inc.

Attested by:

\_\_\_\_\_  
Title

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

CITY OF LONG BRANCH  
PROPOSAL FORM

Proposal of: Atlantic Tree Materials and Grinding Co. Inc

Address: P.O. Box 207

Holmdel NJ 07733

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

#B-2008-17 Twenty-Four Month Contract  
for Brush-Grinding at The DPW Atlantic  
Avenue Yard

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

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

Long Branch in the sum of \$ 20,000<sup>00</sup>, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project, or to furnish within the stipulated time, the Performance or Contract Bond, if required in the specifications. Otherwise, the Bid Security will be returned to the undersigned.

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

PROPOSAL FORM  
(Cont'd)

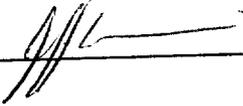
The undersigned is an/a (....) individual, (....) partnership, (....) corporation  
organized under the laws of the State of New Jersey, having its  
principal offices at:

21A Middle-Town Lincroft Rd Lincroft New Jersey

Phone Number (732) 861 7108 Fax Number (732) 345-0647

Trade Name of Bidder Atlantic Tree Materials and Grinding Co. Inc

Federal I.D. # or Social Security # 030-542-9235

1. Signature Jeff Weiss 

Name Jeff Weiss

Title Pres.

2. Signature Dwayne Lemkin

Name Dwayne Lemkin

Title Treasurer

3. Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signed this 11 day of October, 2008

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

CITY OF LONG BRANCH  
PROPOSAL

Atlantic Tree Materials & Grinding Co. Inc.  
Bidder's Name

Proposal for twenty-four month contract to provide labor and equipment to single-grind brush at the DPW Atlantic Avenue Yard, load into trailers or containers, transport and dispose of resultant wood chips, in accordance with the bid specifications attached. Bid price for entire scope of work to be calculated, on a cubic yard basis, for wood chips removed from the DPW Yard.

Bid Price Per Cubic Yard of wood chips

\$ 7.85  
Bid price per cubic yard

Total Bid Price for grinding, transport and disposal  
of up to 22,000 Cubic Yards of Wood Chip

\$ 172,700<sup>00</sup>

One hundred Seventy Two Thousand Seven hundred — <sup>00</sup>/<sub>100</sub> Dollars  
Total Bid Price in Words

STOCKHOLDER DISCLOSURE CERTIFICATION  
This Statement Shall Be Included with Bid Submission

Name of Business Atlantic Tree Materials & Grinding Co Inc

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

OR

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

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation
- Corporation-Other \_\_\_\_\_

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

Stockholders:

Name: Jeff Weiss  
Home Address: 9 Tiensch Ave  
Leonado NJ 07737

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

Name: Dwayne Lamkin  
Home Address: 37 Phogg's PL  
Tinton Falls NJ 07724

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

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

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

Subscribed and sworn before me this 11 day of October, 2008

(Notary Public) **William Bennett**  
Notary Public  
ID# 2367056  
State of New Jersey  
My Commission Expires 11/19/2012

William Bennett  
10-11-08

Jeff Weiss  
(Affiant)  
Jeff Weiss President  
(Print name & title of affiant)

(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of Morristown

SS:

I, Jeff Weiss (Atlantic Tree) residing in Middleton Township  
(name of affiant) (name of municipality)  
in the County of Morristown and State of New Jersey of  
full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Atlantic Tree Materials  
(title or position) (name of firm)

and Grinding Co. Inc., the bidder making this Proposal for

the bid entitled Brush Grinding at DPW Yard, and that I executed the said  
(title of bid proposal)

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

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

Atlantic Tree Materials and Grinding Co. Inc.  
(Name of firm)

Subscribed and sworn to  
before me this day 11

October, 200 8

[Signature]  
(Signature of affiant)

Jeff Weiss  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Signature of Notary Public

(Seal)

William Bennett  
Notary Public  
ID# 2367056

My Commission expires 11/19/2012

William Bennett  
10-11-08

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

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

No addenda was received by my company

My company received the following addenda:

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

Acknowledgement for: Atlantic Tree Materials and Grinding Co. Inc  
(Name of company/corporation)

By: [Signature]  
(Signature of Authorized Representative)

Name: Jeff Weiss

Title: President

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

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

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

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

**OR**

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

**OR**

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

**OR**

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

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

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The following questions must be answered by all bidders:

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

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

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

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

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

COMPANY: Atlantic Tree Materials and Grinding Co. Inc

SIGNATURE: \_\_\_\_\_

TITLE: President

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

**SAMPLE CONTRACT FOR REVIEW PURPOSES ONLY.**  
**CONTRACTS WILL BE PREPARED AND FORWARDED TO THE**  
**SUCCESSFUL BIDDER UPON AWARD OF BID.**

**CONTRACT**

**THIS AGREEMENT MADE THIS    TH DAY OF    , IN THE YEAR**  
**OF OUR LORD TWO THOUSAND AND EIGHT,**

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

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

**AND**

hereinafter called the **CONTRACTOR**:

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

**ARTICLE ONE: SCOPE OF WORK:** **CONTRACTOR** covenants and agrees  
to provide

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

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

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

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

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

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

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

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

**ARTICLE SEVEN: BUSINESS REGISTRATION COMPLIANCE:** During the performance of this contract, the **CONTRACTOR** agrees to comply with New Jersey Business Registration requirements, P.L. 2004, Chapter 57, and, more specifically, with the regulations detailed in the section of the bid specifications entitled " Business Registration Certificate Compliance" annexed hereto and made a part hereof.

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

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

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

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

**OWNER: CITY OF LONG BRANCH**

by: \_\_\_\_\_  
Adam Schneider, Mayor

Attested by:

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

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

**CONTRACTOR:**

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

Attested by:

\_\_\_\_\_  
Title

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

# CITY OF LONG BRANCH BID DOCUMENT CHECKLIST

REQUIRED  
BY OWNER

READ, SIGNED  
& SUBMITTED

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	ATLANTIC TREE MATERIALS AND GRINDING CO. INC.
<b>Trade Name:</b>	
<b>Address:</b>	25 MEADOW DRIVE #62 MONMOUTH BEACH. NJ 07750
<b>Certificate Number:</b>	1068557
<b>Effective Date:</b>	June 15, 2004
<b>Date of Issuance:</b>	January 16, 2008

**For Office Use Only:**  
20080116100856581

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N. J. 08646

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

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

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

**ATLANTIC TREE MATERIALS AND GR**  
**25 MEADOW DRIVE #62**  
**MONMOUTH BEACH, NJ 07750**

*Robert K. Thompson*

Director, Division of Taxation

Tax Registration No.: 030-542-925/000

Tax Effective Date: 05-03-04

Document Locator No.: C0000108686

Date Issued: 06-15-04

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

# Equipment List

List of Equipment owned To Be Used  
To Complet Proposed Contract

1352 BL-9 Diamond-2 ~~WB~~ Grinder

SL-180 Front End loader

WA 350 Front End loader

JD644 B Front End loader

SE 240 Excavator with Grapple

JD 590 Excavator with Cribble

FLD 120 Tractor

FLD 120 Tractor

Cobra Dump Trailer

Raver's Walk Floor Trailer

Other Equipment owned But should Be Need  
To Performe Work at Atlantic Ave DPLW Yard

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CR  
ATLAN05

DATE (MM/DD/YYYY)  
10/13/08

**PRODUCER**  
York-Jersey Underwriters, Inc.  
185 Newman Springs Road  
PO Box 810  
Red Bank NJ 07701  
Phone: 732-842-2012 Fax: 732-530-7080

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

**INSURED**  
Atlantic Tree Materials &  
Grinding Co Inc  
Grinding Co Inc  
P. O. Box 207  
Holmdel NJ 07733

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Peerless	664
INSURER B:	Tower National Ins. Co.	007
INSURER C:	American Zurich Ins	
INSURER D:		
INSURER E:		

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	CBP8426905	04/10/08	04/10/09	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>	BAP2850621	04/18/08	04/18/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	<b>EXCESS/UMBRELLA LIABILITY</b>				AUTO ONLY: AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	RETENTION \$				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	6ZZUB5933C27808	08/08/08	08/08/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

**CITY OF FL**  
City Of Long Branch  
344 Broadway  
Long Branch NJ 07740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*[Signature]*

BID BOND

Bond No. 70600187

KNOW ALL PERSONS BY THESE PRESENTS, that we, Atlantic Tree Materials & Grinding Co.

as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077, as Surety, hereinafter called the Surety, are held and firmly bound

unto City of Long Branch, 344 Broadway, Long Branch, NJ 07740 Name, Address, City, State, Zip, Phone Number

as Obligee, hereinafter called the Obligee, in the sum of

10 % of the amount of this bid not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid for Brush Grinding

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such contract; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder less Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 15th day of October, 2008

Atlantic Tree Materials & Grinding Co. Principal

By [Signature] Title President



WESTERN SURETY COMPANY By [Signature] John W. Welch Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY  
(Attorney-in-Fact)

STATE OF New Jersey  
COUNTY OF Monmouth } ss

Bond No. 70600187

On this 14<sup>th</sup> day of October, 2008, before me, a notary public in and for said County, personally appeared John W. Welch to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said John W. Welch acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Red Bank, New Jersey, the day and year last above written.

My commission expires April 5, 2009

Linda F. Lutz  
Notary Public

Linda F. Lutz  
Notary Public  
State of New Jersey  
My Comm. Ex. 4/5/2009

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70600187

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint John W. Welch

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Atlantic Tree Materials & Grinding Co.

Obligee: City of Long Branch

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint attorneys in fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 15, 2009, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 15th day of October, 2008.



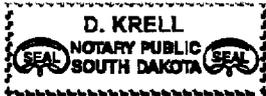
WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 15th day of October, in the year 2008, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

*D. Krell*

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of October, 2008.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

Bond No. 70600187

**SURETY CONSENT**

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable considerations, Western Surety Company, herein called the Company, consents and agrees that if the contract for City of Long Branch  
(owner)

for which the preceding proposal is made, be awarded to Atlantic Tree Materials & Grinding  
(contractor)  
Co., Lincroft, NJ

herein called the Bidder, the Company will become bound as Surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such contract when notified or awarded then the Company will pay to City of Long Branch  
(owner)

herein called the Obligee, the difference between the amount of the Bidder's bid or proposal, and the lowest amount in excess of said bid, or proposal, for which the Obligee may be able to award said contract within a reasonable time.

Signed, sealed and dated 15th day of October, 2008



WESTERN SURETY COMPANY

BY: John W. Welch  
Attorney-in-Fact or  
Authorized Officer of Surety  
John W. Welch

Bond No. 70600187

# Western Surety Company

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2007. The financial statements of Western Surety Company as of and for the year ended December 31, 2007 have been audited by Deloitte & Touche LLP, First National Tower, 1601 Dodge Street, Suite 3100, Omaha, NE 68102.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$442,224,873

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2008, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	\$43,477,000

(4) The amount of the bond to which this statement and certification is attached is \$ 10% NTE \$20,000

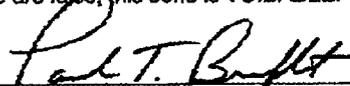
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:  
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### CERTIFICATE

I, Paul T. Bruflatt, as Senior Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



Paul T. Bruflatt, Senior Vice President

Date: October 15, 2008

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Condition and Affairs**  
**December 31, 2007**

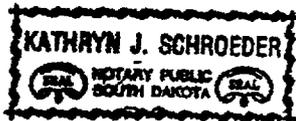
ASSETS

Bonds	\$921,938,370
Stocks	20,250,435
Cash and short-term investments	41,487,866
Uncollected premiums and agents' balances	37,141,595
Amounts recoverable from reinsurers	638,013
Funds held by or deposited with reinsured companies	31,119,059
Federal income tax recoverable	1,153,773
Net deferred tax asset	16,092,420
Electronic data processing equipment and software	910,607
Investment income due and accrued	11,862,323
Other assets	1,179,869
<b>Total Assets</b>	<u><u>\$1,083,774,330</u></u>

LIABILITIES AND SURPLUS

Losses	\$244,324,775
Reinsurance payable on paid loss and loss adjustment expenses	0
Loss adjustment expense	63,019,064
Contingent and other commissions payable	5,024,665
Other expense	19,014,635
Taxes, licenses and fees	3,097,450
Unearned premiums	251,677,091
Retroactive reinsurance reserve assumed	10,283,292
Other liabilities	45,108,485
<b>Total Liabilities</b>	<u><u>641,549,457</u></u>
<b>Surplus Account:</b>	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	261,789,641
Surplus as regards policyholders	\$442,224,873
<b>Total Liabilities and Capital</b>	<u><u>\$1,083,774,330</u></u>

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2007, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy  
Vice President, Treasurer

Subscribed and sworn to me this 28th day of February, 2008.

My commission expires:

KATHRYN J. SCHROEDER  
My Commission Expires 7-21-2009

Kathryn J. Schroeder  
Notary Public

**Irene Joline**

---

**From:** "Fred Migliaccio" <fmigliaccio@ci.long-branch.nj.us>  
**To:** "Joline, Irene" <ijoline@ci.long-branch.nj.us>  
**Cc:** "Mellaci Carol" <cmellaci@ci.long-branch.nj.us>  
**Sent:** Thursday, October 23, 2008 7:00 AM  
**Subject:** Brush Grinding Bid

We have reviewed the brush grinding bid and find Atlantic Tree Service to be the lowest qualified bidder. We have contacted Atlantic and have confirmed that he has no exceptions to the bid that affect our our operation. Please place on the agenda at your earliest convenience to award the bid to Atlantic Tree Service. Thank you.

FRED MIGLIACCIO CPWM, Director

Department of Public Works

City of Long Branch

636 Joline Avenue

Long Branch, N.J. 07740

(732) 571-6520

10/23/2008

R# 322-08

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2008 INTEREST DUE  
TO A POSTING ERROR**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2008 interest posted in error and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue a check to the taxpayer(s) shown below and charge 2008 interest in the amount of \$27.88 and,

BLOCK	LOT	NAME	AMOUNT
8	17.01	City of Long Branch (to be applied to 2008 & 2009 taxes)	27.88

R# 323-08

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 \_\_\_\_\_.

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 October 28, 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.

A T & T	Utilities - Telephone - 9/9 & 9/21/2008 - Various Locations	*	130.39	
A T & T	Utilities - Telephone - 9/16/2008 - Various Locations	*	1,509.40	
A.C. Moore	Supplies for Various Events in October 2008 - Senior Affairs		344.81	
A.M./P.M. Services	Registration - Election Seminar - 10/17/2008 - Irene Joline - City Clerk		99.00	
A.R. Communications	Radio Equipment - PW #2 & #19 - DPW		1,246.00	
Absolute Fire Protection	Misc. Parts - Truck #25-4-90 & #25-8-75 - Fire Dept.		2,367.75	
Ace Auto Tops	Repair Seat - PD #56 - DPW		240.00	
Aimee Parks c/o Monmouth University	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	*	300.00	
Alexander Hamilton Institute	2009 Fall/Winter Employee Problem Solver - Administration		30.35	
All Industrial Safety Products	Gloves - DPW		102.43	
American Celts Pipes & Drums	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	*	1,000.00	
Arts Embroidery	Uniforms for OEM		414.00	
AutoZone	Misc. Automotive Parts - September 2008 - DPW		4,453.00	
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - General Matters - August & September 2008		14,060.46	Pymt #2
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Sector - August & September 2008		1,087.50	Pymt #2
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Gateway North - August & Sept. 2008		5,726.37	Pymt #2
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Redevelopment Coordinator - August & Sept. 2008		9,875.61	Pymt #2
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - Broadway Gateway South - August & September 2008		5,662.50	Pymt #2
BCM Irrigation	Service Call - Repair Leak on Ocean Blvd. - 9/2/2008 - DPW		350.00	
Beach Camera	Various Camera Equipment for Forensics Unit - Police Dept.		1,348.99	
Beacon Graphic Systems	Misc. Supplies for Traffic Dept.		141.98	
Bette White Fernandez	Tap Dance Instruction - 10/3 & 10/10/2008 - Senior Affairs		48.00	
Blue Book	(20) N.J. Blue Books (Law Enforcement Directory) for Dispatchers/Secretaries - Police Dept.		132.95	
Brookdale Community College	Registration - Personal Trainer Course - 10/11-11/15/08 - LT. T. Shea - Police Dept.		525.00	
Broomall String Band c/o Peter Broomall	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	*	2,675.00	
Bullet Lock & Safe	Misc. Keys/Locks - September 2008 - DPW / Traffic Dept.		206.35	
CableWholesale.com	Various Cables for IT Dept.		17.63	
Carol A. Mellaci	Mileage Reimbursement - Third Quarter - Purchasing Dept.		47.97	
CDWG	Misc. Computer Supplies - IT-Admin.		60.00	
Century Office Products	Copier Supplies & Maintenance - 9/1-11/30/2008 - Various Depts.		6,462.58	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	353,227.42	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	19,607.63	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	235,309.02	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	60,988.19	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	817,322.68	
City of Long Branch Payroll Agency	Payroll Dated 10/17/2008	*	31,992.58	
City of Long Branch Payroll Agency	Payroll Dated 10/17/2008	*	785,330.10	
Clayton Block	Drainage Materials - August 2008 - DPW		78.76	
Coast Hardware	Misc. Hardware - September 2008 - Traffic Dept. / DPW	*	891.18	
Comcast Online	Internet Provider Service - 10/16-11/15/2008 - IT-Admin.		169.95	
Complete Security Systems	Central Station Monitoring - Senior Center & Municipal Court - 10/1-12/31/08 - DPW		114.00	
Cristina N. Lipski	Spanish Interpreting Services - September 2008 - Municipal Court		360.00	
D M S & D Assoc.	Consumable Supplies - DPW	*	1,120.00	
Daniel Vecchiano / Vecchiano Festival Band	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies		1,750.00	
Deptcor Bureau of State Use Industries	Misc. Printed Forms - Police Dept.		1,100.00	
Diamond Triumph Auto Glass	Install Windshield - PD #5 & PW #5 - DPW		383.00	
Draeger Safety Diagnostics	Simulator Solution for Alcohol Tests - Police Dept.		224.95	
Eagle Point Gun	Weapons & Accessories for Police Dept.		3,601.01	
Edwards Tire	Tires - Various Vehicles - DPW		1,608.20	
Efinger Sporting Goods	Misc. Equipment for Soccer Program - Recreation Dept.		36.00	
Eli Journals	One Year Subscription Renewal - Inside MS Word - Finance Director		116.00	
EMSL Analytical	(5) Lead Dust Wipes Analyzed - 231 Van Dyke Place - Health Dept.		115.00	
Eric Reisher	Technical Support Services - September 2008 - L.B. Cable Commission		225.00	
F & C Automotive Supply	Misc. Automotive Parts - PW #91 - DPW		81.00	
Fax Express	Maintenance Renewal for Fax Machine - 11/30/08-11/30/09 - Administration		380.00	
Fine Fare	Beverages for Flu Clinic at City Hall - 10/8/2008 - Health Dept.		21.45	
Fleetsource	Rebuild Alternator - (Beach Tractor) R #21 - DPW		208.55	
Ford Motor Credit	(2) Lease/Purchase Vehicles - November 2008		1,319.76	
Foremost Promotions	Promotional Items for Fire Prevention Week		2,276.67	
Fred Lehotay / Fred Lehotay & The Ragtimers	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	*	800.00	
G.F.O.A. Of New Jersey	Registration - 2008 Fall Conference - 9/24-9/26/08 - Comptroller		325.00	
Garden State Highway Products	Road Maintenance Materials - DPW		409.64	
Gerald Carroll	Reimbursement for Cell Phone Equipment & E-Mail Services for City Network - IT-Admin.		54.25	
Gill Associates	Office Supplies - Police Dept.		89.75	
Gloria Winnick	Mileage Reimbursement - Third Quarter - Mayor's Office		84.47	
Granger	Misc. Equipment - DPW / Health Dept.		978.14	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Redevelopment Attorney - September 2008		5,247.94	Pymt #2
H.K. Carr & Associates	Update Emergency Response Plan - October / December 2008 - OEM		440.50	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Hilsen Termite & Pest Control	Integrated Pest Control - October 2008 - Health Dept.	345.00	
Home Depot Credit Services	Various Building Materials - Various Depts.	736.93	
Howell High School c/o Anthony Limaldi	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	1,000.00	*
IAAI	Membership Renewal - NJ Chapter - Det. N. Cattelona - Police Dept.	35.00	
Industrial Repair	Hydraulic Oil & Filters - Traffic Dept.	258.52	
J.C. Whitney & Co.	Consumable Supplies - DPW	29.07	
Jamm Printing	Notebooks for UEZ	566.00	
Jersey Central Power & Light	Utilities - Electric - 7/1-10/1/2008 - Various Locations	68,099.03	*
John Guire Co.	Misc. Tools & Equipment - September 2008 - DPW	268.46	
John Luckenbill / Shore Brass Band	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	1,050.00	*
John Stamler Police Academy	Registration - (2) Courses - Various Officers - 10/5 & 10/14-10/15/08 - Police Dept.	150.00	
John's Auto & Truck Repair	Alignment on PD #8 & Towing - 9/21/2008 - DPW / Police Dept.	160.00	
Kahlil Carmichael	Cardio Sculpt Instruction - 10/3 & 10/10/2008 - Senior Affairs	100.00	
Kearny Caledonian Pipe Band	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	1,500.00	*
Lab Safety Supply	Gloves - Health Dept.	64.24	
Lanigan Associates	Misc. Supplies & Equipment - Police Dept.	500.00	
Long Branch High School Band	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	500.00	*
Long Branch Public Library	2008 Contribution	237,000.00	*
Long Branch Sewer Authority	Sewer/Sewer Interest Collected from 2008 Tax Sale - Tax Collector's Office	72,108.73	
Maaco Auto Painting & Bodyworks Center	Paint Public Works Vehicle #2 - DPW	750.00	
MAFP/Carol Schwar	Registration - 2008 Fall Seminar - 10/8/08 - J. Potyra & J. Muhl - Health Dept.	110.00	
Maria Garcia-Malave	Spanish Interpreting Services - September 2008 - Municipal Court	720.00	
Mark R. Atkins	Legal Services Rendered - Conflict Attorney - September 2008	1,507.00	Pymt #3
Mazza & Sons	Recycling Tax - Bulky Waste - September 2008 - DPW	523.23	
Mazza & Sons	Disposal of Bulky Waste - September 2008	13,603.98	Pymt #7
MCAA of NJ	Registration - 2008 Installation Brunch - 11/19/2008 - T. Turner - Municipal Court	50.00	
McKenna, DuPont, Higgins & Stone	Legal Services Rendered - Conflict Redevelopment Attorney - July & August 2008	742.50	Pymt #1
Melrose Blackhawks / Senior Drum & Bugle	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	1,300.00	*
Mercedes-Benz Credit Corp.	Lease/Purchase of Pumper - November 2008	29,170.00	
Miami Systems Corp.	Uniform Traffic Summons - Municipal Court	1,327.00	
Michael Aromando / Metro. Festival Band	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	860.00	*
Monmouth County Police Academy	(6) Registrations - Basic Course for SLEO II - Police Dept.	2,160.00	
Monmouth County Regional Health Comm #1	Semi Annual Contract Agreement - 2nd Half of 2008 for Support Staff - Health Dept.	4,530.00	
Monmouth County Treasurer - Finance Dept.	Typing Fees & Various Taxes - 9/1-9/30/2008 - DPW	94,267.27	
Motor Vehicle Services	Motor Vehicle Title - DPW	20.00	*
Motorola C & E	Radio Equipment - Fire Dept. / Police Dept.	3,099.70	
MRHS Band Fund c/o Gerald Romano	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	500.00	*
New Jersey American Water	Utilities - Water - 8/6-9/25/2008 - Various Locations	26,490.07	*

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

New Jersey Natural Gas	Utilities - Gas - 7/11-10/01/2008 - Various Locations	*	968.85
NJ Fire Equipment	Misc. Tools & Equipment - Fire Dept.		804.00
NJ State Toxicology Laboratory	Urine Test for New Recruit - 7/18/2008 - Police Dept.		35.00
Norwood Auto Parts	Misc. Automotive Parts - September 2008 - DPW		108.47
OCS Printing	Various "Approval" Stickers for Building Dept.		398.00
Otilia Silva	Portuguese Interpreting Services - September 2008 - Municipal Court		480.00
Peer Place Networks	Subscription Fee for Software License - Senior Affairs		455.43
Peter Strub	Mileage Reimbursement - Third Quarter - Human Services Dept.		103.78
Pipes & Drums of The Atlantic Watch	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	*	1,500.00
Raritan Valley Community College	Registration - Sex Crimes/Child Abuse Course - 6/2-6/6/08 - P.O. Drumm - Police Dept.		150.00
Red Bank Veterinary Hospital	Evaluation/Treatment for P.O. Cistaro's K-9 - Police Dept.		297.83
RFHRHS Student Activity Fund	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	*	400.00
Rose Leonard	Watercolor Instruction - 10/2 & 10/9/2008 - Senior Affairs		140.00
Scoles Floorshine Industries	Hand Wipes for Records Bureau - Police Dept.		151.70
Seaboard Fire & Safety	Kitchen Fire Suppression System Inspection at Senior Center - DPW		118.95
Seaboard Welding Supply	Welding Supplies & Industrial Gases - September 2008 - Municipal Garage		87.50
Selective Insurance Co. of America	Insurance Policy Renewal for Long Branch Arts Council - 10/7/08-10/6/09		569.00
Shore Regional Band c/o Kevin Pryor	Band Performance - 10/12/2008 - Columbus Day Parade - Community Agencies	*	400.00
Shoreline Grading	Brush Grinding - October 2008		19,190.00 Pymt #2
Sico North America	Conference Table for Police Dept.		998.05
Sirchie Finger Print Laboratories	Misc. Supplies - Police Dept.		143.50
Skip's Sports	Sweatshirts for HAZMAT Team - OEM		192.00
Supply Saver Corp.	Ink Cartridges - Various Depts.		1,093.40
The James Thomas Group	Training Session/Demonstration at American Red Cross Building - 10/2/08 - Health Dept.		1,500.00
Thompson Design Group	Professional Services Rendered - Broadway Sector - August 2008		679.00 Pymt #2
Thompson Design Group	Professional Services Rendered - Broadway Gateway North - August 2008		852.00 Pymt #2
Thompson Design Group	Professional Services Rendered - General Matters - August & September 2008		18,477.61 Pymt #4-5
Treasurer, State of NJ	Marriage License Fees - Third Quarter	*	1,700.00
Treasurer, State of NJ - Notary Public Section	Notary Renewal - Carol Mellaci - Purchasing Dept.	*	25.00
Trump Plaza Hotel & Casino	Reservation - 2008 Governor's Conference - 9/23-9/24/08 - M. Winnick - Veterans/Admin.		104.00
Up-Tite Fasteners	Misc. Hardware - PW #216 - DPW		31.20
USA Mobility	Pager Service - 10/1-12/31/2008 - Various Depts.	*	43.60
Verizon	Utilities - Telephone - 9/1-9/11/2008 - Various Locations	*	1,749.68
W.B. Mason	Various Office Supplies - Various Depts.		1,089.04
Warnock Fleet & Leasing	Misc. Radio Equipment for Various Vehicles - DPW / Police Dept.		1,773.90
Warschauer Electric Supply	Electrical Materials for Annex Building - DPW		226.75

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**TOTAL CURRENT**

**3,012,292.78**

Bayway Lumber Center  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
D.R. Mon Group

Lumber & Fasteners for Boardwalk Replacement Project - DPW  
Reimburse Clearing Account  
Reimburse Clearing Account  
Reimburse Clearing Account  
City Share per Agreement for Construction of 60 Fourth Ave.

\* 30,428.66  
\* 812.00  
\* 811,784.62  
\* 29,809.00  
\* 29,809.00 Pymt #2

**TOTAL CAPITAL**

**902,643.28**

City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency  
City of Long Branch Payroll Agency  
Edwards Tire  
Monmouth County SPCA  
NJ Dept. of Health & Senior Services

Reimburse Clearing Account  
Reimburse Clearing Account  
Reimburse Clearing Account  
Payroll Dated 10/17/2008  
Payroll Dated 10/17/2008  
Tires - Animal Control  
Animal Shelter Services - September 2008  
Dog License Report - September 2008

\* 52.20  
\* 5,216.90  
\* 6,616.33  
\* 472.66  
\* 6,143.67  
167.56  
\* 1,275.00 Pymt #7  
\* 52.20

**TOTAL DOG**

**19,996.52**

AutoZone  
Bayway Lumber Center  
Beverly Baxter  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency  
City of Long Branch Payroll Agency  
Jersey Central Power & Light  
Stelair Design Corp.  
Thompson Design Group

Misc. Automotive Parts - September 2008 - Community Dev.  
Lumber & Fasteners for Boardwalk Replacement Project - DPW  
Ceramic Instruction - 9/2-9/11/2008 - Senior Affairs / Community Dev.  
Reimburse Clearing Account  
Reimburse Clearing Account  
Reimburse Clearing Account  
Payroll Dated 10/17/2008  
Payroll Dated 10/17/2008  
Payroll Dated 10/17/2008  
Outlet Installation on Phone Pole for Holiday Lighting - Community Dev.  
T-Shirts for Long Branch Day - 9/13/2008 - Community Dev.  
Professional Services Rendered - Broadway Sector - August 2008

\* 118.66  
\* 7,570.34  
\* 512.50  
\* 2,766.03  
\* 1,400.00  
\* 1,824.83  
\* 126.09  
\* 1,698.74  
\* 425.00  
\* 3,005.25  
\* 2,581.00 Pymt #2

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Thompson Design Group  
 Treasurer, State of NJ / UST Division  
 Walter Zwirliz

Professional Services Rendered - Broadway Gateway South - August 2008  
 Underground Storage Tank Facility Certification  
 Work Write Up - The Atlantic Firehouse - Community Dev.

\* 12,754.00 Pymt #1  
 1,400.00  
 250.00

**TOTAL HUD**

**36,432.44**

American Timber & Steel  
 Basile, Baumann, Prost & Assoc.  
 City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency  
 City of Long Branch Payroll Agency  
 Diamond M Lumber Co.  
 Elliot Loeb - Keogh Plan  
 Feldman Lumber  
 Greenbaum, Rowe, Smith & Davis  
 Greenbaum, Rowe, Smith & Davis  
 Lanigan Associates  
 Lexis Nexis Risk & Information  
 Mark R. Atkins  
 Thompson Design Group  
 Thompson Design Group  
 Thompson Design Group  
 Thompson Design Group

Return of Bid Security  
 Professional Services Rendered - Pier Feasibility Study - August & September 2008  
 Professional Services Rendered - Broadway Arts Center - August & September 2008  
 Professional Services Rendered - Pier Village III - July / September 2008  
 Professional Services Rendered - Hotel Campus - August & September 2008  
 Reimburse Clearing Account  
 Payroll Dated 10/17/2008  
 Payroll Dated 10/17/2008  
 Return of Bid Security  
 Tax Sale Premium  
 Return of Bid Security  
 Legal Services Rendered - Broadway Arts Center - September 2008  
 Legal Services Rendered - Hotel Campus - September 2008  
 (6) Beretta Semi Auto Pistols for Specials - Police Dept.  
 User Fee for Software License - August & September 2008  
 Legal Services Rendered - Beachfront South - September 2008  
 Professional Services Rendered - Broadway Sector - August 2008  
 Professional Services Rendered - Pier Village III - August 2008  
 Professional Services Rendered - Pier Village II - August 2008  
 Professional Services Rendered - Broadway Arts Center - August 2008

\* 10,059.55  
 \* 27,750.65 Pymt #3  
 \* 2,062.50 Pymt #2  
 \* 1,603.41 Pymt #1  
 \* 900.00 Pymt #2  
 \* 19,146.61  
 \* 5,237.16  
 \* 27,709.59  
 \* 1,696.20  
 \* 18,836.24  
 \* 543.83  
 \* 18,292.41  
 \* 4,190.06  
 \* 300.00  
 \* 4,597.00  
 \* 136.50 Pymt #2  
 \* 3,251.05 Pymt #2  
 \* 2,731.50  
 \* 96.73 Pymt 1-2  
 \* 165.00 Pymt #3  
 \* 321.00 Pymt #2  
 \* 3,826.00 Pymt #2  
 \* 1,420.00 Pymt #2  
 \* 284.00 Pymt #1

**TOTAL TRUST OTHER**

**155,156.99**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE