

WORKSHOP SESSION

CITY COUNCIL

JANUARY 13, 2009

6:00 P.M.

1. HISTORICAL PRESERVATION ORDINANCE / MARK AIKINS, ESQ.
2. DIVISION OF HUMAN SERVICES RECREATION DEPT / CARL JENNINGS
3. OFFICIAL NEWSPAPERS
4. REVIEW OF REGULAR MEETING AGENDA

EXECUTIVE SESSION

1. CONTRACT NEGOTIATIONS
 - A. CABLE TV RENEWAL PROCEDURE

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

JANUARY 13, 2009

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:

DECEMBER 29, 2008

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION

#27-08 BOND ORDINANCE PROVIDING FOR THE REPLACEMENT AND INSTALLATION OF A NEW RADIO SYSTEM FOR THE POLICE DEPARTMENT IN AND BY THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH, NJ APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$475,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF (INTRO: 12/29/08)

#28-08 BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$230,000 FOR THE PURCHASE OF A GARBAGE TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS AS REFERRED TO IN SECTION 3(E) OF BOND ORDINANCE #21-05 FINALLY ADOPTED JUNE 28, 2005 AS AMENDED BY BOND ORDINANCE NO. 38-07 FINALLY ADOPTED OCTOBER 9, 2007 IN AND BY THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH, NJ AND AUTHORIZING THE ISSUANCE OF \$219,000 BONDS OR NOTES OF THE CITY FOR FINANCING THE APPROPRIATION (INTRO: 12/29/08)

ORDINANCES FOR INTRODUCTION:

NONE

PUBLIC PARTICIPATION:

RESOLUTIONS:

R2-09 RESOLUTION REAPPOINTING EMERGENCY MANAGEMENT COORDINATOR (STANLEY DZIUBA)

R3-09 RESOLUTION REAPPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR (CHARLES SHIRLEY)

R4-09 RESOLUTION REAPPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR (KEVIN HAYES)

R5-09 RESOLUTION REAPPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR (JOSEPH VALENTINO)

R6-09 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO A CONTRACT TO PROVIDE ANIMAL CONTROL SERVICES TO THE BOROUGH OF WEST LONG BRANCH – 2009

R7-09 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO A CONTRACT TO PROVIDE ANIMAL CONTROL SERVICES TO THE TOWNSHIP OF OCEAN – 2009

R8-09 RESOLUTION AUTHORIZING THE MAYOR TO SIGN FIREMAN'S FUND INSURANCE COMPANY'S GRANT COMPLIANCE AGREEMENT

R9-08 RESOLUTION AUTHORIZING CONTRACT FOR ANNUAL VISITING NURSES SERVICES 2009

R10-09 RESOLUTION CANCELLING MORTGAGE OF MARGARETEE M. RICE, 176 BRANTON AVENUE, LONG BRANCH TO THE CITY OF LONG BRANCH

R11-09 RESOLUTION AWARDED CONTRACT FOR BADGES FOR CITY BEACHES (JERSEY CAPE DIAGNOSTIC)

R12-09 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

R13-09 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A MONMOUTH COUNTY TAX BOARD JUDGMENT

R14-09 RESOLUTION ESTABLISHING CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

R15-09 RESOLUTION ESTABLISHING CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH

R16-09 RESOLUTION RESCINDING RESOLUTION R379-08

R17-08 RELEASING ESCROW DEPOSIT (ROSHANSKI)

R18-09 RESOLUTION AUTHORIZING TWENTY-FOUR MONTH CONTRACT FOR NEWSPAPER LEGAL ADVERTISING SERVICES (THE LINK NEWS)

R19-09 RESOLUTION DESIGNATING THE LINK NEWS AS THE OFFICIAL NEWSPAPER FOR THE YEAR 2009

R20-09 RESOLUTION APPROVAL PAYMENT OF BILLS

R21-09 RESOLUTION MEMORIALIZING CONTRACT FOR EMERGENCY DEMOLITION OF BUILDING AT 95 WEST END AVENUE

R22-09 RESOLUTION AUTHORIZING APPOINTMENT OF AUDITOR

APPLICATIONS:

1. APPROVAL OF ROBERTO MUOLO AS AN HONORARY MEMBER OF THE OCEANIC FIRE ENGINE CO. #1
2. APPROVAL OF PAUL VAN BRUNT AS AN ACTIVE MEMBER OF THE OLIVER BYRON ENGINE COMPANY
3. APPROVAL OF THREE (3) RAFFLE LICENSES FOR PTO RUMSON INC.
4. APPROVAL OF TWO (2) RAFFLE LICENSES FOR THE RANNY SCHOOL PARENTS ASSOCIATION
5. APPROVAL OF RAFFLE FOR THE RONALD MC DONALD HOUSE

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

#27-08

BOND ORDINANCE PROVIDING FOR THE REPLACEMENT AND INSTALLATION OF A NEW RADIO SYSTEM FOR THE POLICE DEPARTMENT IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$475,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the City of Long Branch, New Jersey as a general improvement. For the improvement or purpose described in Section 3, there is hereby appropriated the sum of \$500,000, including the sum of \$25,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$475,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the replacement and installation of a new radio system for the Police Department, including all work and materials necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget of the City of Long Branch is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose that the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$475,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

#28-08

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$230,000 FOR THE PURCHASE OF A GARBAGE TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS AS REFERRED TO IN SECTION 3(e) OF BOND ORDINANCE NUMBERED 21-05 FINALLY ADOPTED JUNE 28, 2005 AS AMENDED BY BOND ORDINANCE NO. 38-07 FINALLY ADOPTED OCTOBER 9, 2007 IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$219,000 BONDS OR NOTES OF THE CITY FOR FINANCING THE APPROPRIATION.

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

Section 1. The improvement described in Section 3 of this bond ordinance has heretofore been authorized to be undertaken by the City of Long Branch, New Jersey as a general improvement. For the improvement or purpose described in Section 3, there is hereby appropriated the supplemental amount of \$230,000, such sum being in addition to the \$800,000 appropriated therefor by Section 3(e) of Bond Ordinance Numbered 21-05 of the City finally adopted June 28, 2005 as amended by Bond Ordinance No. 38-07 finally adopted October 9, 2007, and including the sum of \$11,000 as the additional down payment required by the Local Bond Law. The down payment has been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the additional cost of the improvement or purpose not covered by application of the additional down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$219,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is to provide for the purchase of a garbage truck for the Department of Public Works.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is \$980,900, including the \$761,900 bonds or notes authorized by Section 3(e) of Bond Ordinance Numbered 21-05 of the City finally adopted June 28, 2005 as amended by Bond Ordinance No. 38-07 finally adopted October 9, 2007 and the \$219,000 bonds or notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$1,030,000, including the \$800,000 appropriated by Section 3(e) of Bond Ordinance Numbered 21-05 of the City finally adopted June 28, 2005 as amended by Bond Ordinance No. 38-07 finally adopted October 9, 2007 and the \$230,000 appropriated herein.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget of the City of Long Branch and is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose that the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 5 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$219,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) No additional amount is estimated for items of expense listed in and permitted under N.J.S.A. 40A:2-20 under this bond ordinance.

Section 7. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

R# 2-09

**RESOLUTION REAPPOINTING
EMERGENCY MANAGEMENT COORDINATOR**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Stanley Dziuba as Emergency Management Coordinator for a three year term from January 1, 2009 and to expire on December 31, 2011.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 3-09

**RESOLUTION REAPPOINTING DEPUTY
EMERGENCY MANAGEMENT COORDINATOR**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Charles Shirley as Deputy Emergency Management Coordinator for a three year term from January 1, 2009 and to expire on December 31, 2011.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 4-09

**RESOLUTION REAPPOINTING DEPUTY
EMERGENCY MANAGEMENT COORDINATOR**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Kevin Hayes as Deputy Emergency Management Coordinator for a three-year term from January 1, 2009 and to expire on December 31, 2011.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 5-09

**RESOLUTION REAPPOINTING DEPUTY
EMERGENCY MANAGEMENT COORDINATOR**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Joseph Valentino as Deputy Emergency Management Coordinator for a three-year term from January 1, 2009 and to expire on December 31, 2011.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R # 6-09

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH
TO ENTER INTO A CONTRACT TO PROVIDE ANIMAL CONTROL
SERVICES TO THE BOROUGH OF WEST LONG BRANCH - 2009**

WHEREAS, pursuant to the Interlocal Services Act, the Borough of West Long Branch is desirous of entering into a contract with the City of Long Branch for the provision of animal control services for 2009; and

WHEREAS, the City of Long Branch is desirous of providing said services in accordance with the Agreement annexed hereto which term shall end December 31, 2009; and

WHEREAS, the Agreement provides that the City will receive \$17,850.00 per year in compensation payable in quarterly payments of \$4,462.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor be and hereby is authorized to sign the Agreement to provide Animal Control Services to the Borough of West Long Branch in the form annexed hereto.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

AGREEMENT

THIS AGREEMENT made this 13th day of January, 2009

BETWEEN:

THE BOROUGH OF WEST LONG BRANCH, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, WITH OFFICES LOCATED AT 965 BROADWAY, WEST LONG BRANCH, NEW JERSEY 07764 (hereinafter referred to as the "Borough");

and

THE CITY OF LONG BRANCH, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, WITH OFFICES LOCATED AT 344 BROADWAY, LONG BRANCH, NEW JERSEY 07740 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, pursuant to the Interlocal Services Act, the Borough of West Long Branch is desirous of entering into a contract with the City of Long Branch for the provision of animal control services for the year ending December 31, 2009; and

WHEREAS, the Provider is interested in providing the services as required; and

NOW, THEREFORE, the parties hereto do agree by the between themselves as follows:

1. Provider is to be retained and shall provide to the Borough of West Long Branch animal control services for the year ending December 31, 2009 and will be the designated Animal Control Officer for the Borough.
2. The animal control patrolling activities will consist of at least twenty (20) hours per month of animal control coverage when requested.

3. The provider and the Borough will agree upon all complaint procedures.
4. The Animal Control Officers employed by the Provider will document all activities on a regular basis and the Provider will submit monthly reports at every quarter submitted with a voucher for payment.
5. The base cost to the Borough will be \$17,850.00 per year with quarterly payments of \$4,462.50.
6. Provider is hereby authorized to employ the necessary manpower and licensed assistance to provide necessary animal control coverage.
7. The Provider is hereby authorized and empowered by the Borough to apprehend, seize, take and transport and hold all dogs and other animals as may be designated from time to time by the Borough which said animals are running free and at large and are not under the care, control, and custody of their owners within the jurisdictional and territorial limitations of the Borough.
8. The Provider agrees that it shall furnish at its sole expense all necessary vehicles and equipment.
9. The Provider agrees to canvas, tour, inspect, patrol and respond to specific requests within the geographical limits of the Borough as may be necessary to keep the area free and clear of stray, unleashed dogs and other animals as may be designed by legitimate authority.
10. The Provider agrees to hold the Borough harmless from any claim regarding the actions of the Provider in providing animal control services within the Borough.

11. The Borough hereby sets forth that it has the authority, power and right to enter into this agreement and the Borough hereby sets forth affirmatively that it has done all things as required by New Jersey State Law so that the Borough has proper authority to enter into the within agreement.

12. Associated costs incurred in carrying out this agreement, such as SPCA charges, veterinarian services, euthanasia fees and trapping costs will be absorbed by Provider and not passed on to the Borough.

13. Each party shall have the right to terminate the within agreement upon thirty days notice to the other. In the event that this provision is exercised by either party, compensation shall be based upon a pro-rated daily charge to the date of termination.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Attested By:

CITY OF LONG BRANCH

IRENE JOLINE, CLERK

ADAM SCHNEIDER, MAYOR

Attested By:

BOROUGH OF WEST LONG BRANCH

CLERK

MAYOR

Health Department
344 Broadway
Long Branch, New Jersey
07740
Phone 732-571-5665 * Fax 732-222-1516

December 19, 2008

To: Irene Joline
City Clerk

James G. Aaron
City Attorney

Fm: David Roach 
Health Officer

Su: Animal Control Agreement – West Long Branch - 2009

Please prepare the necessary resolution and contract for Mayor and Council approval in the above matter.

Please be advised that the amount of the agreement will change for 2009; the new agreement will be for \$17,850. with quarterly payments of \$4,462.50.

Thank you.

R# 7-09

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH
TO ENTER INTO A CONTRACT TO PROVIDE ANIMAL CONTROL
SERVICES TO THE TOWNSHIP OF OCEAN - 2009**

WHEREAS, pursuant to the Interlocal Services Act, the Township of Ocean is desirous of entering into a contract with the City of Long Branch for the provision of animal control services for 2009; and

WHEREAS, the City of Long Branch is desirous of providing said services in accordance with the Agreement annexed hereto which term shall end December 31, 2009; and

WHEREAS, the Agreement provides that the City will receive \$30,000.00 per year in compensation payable in quarterly payments of \$7,743.75.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor be and hereby is authorized to sign the Agreement to provide Animal Control Services to the Township of Ocean in the form annexed hereto.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

AGREEMENT

THIS AGREEMENT made this 13th day of January, 2009

BETWEEN:

THE TOWNSHIP OF OCEAN, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, WITH OFFICES LOCATED AT 399 MONMOUTH ROAD, OAKHURST, NEW JERSEY 07755-1589 (hereinafter referred to as the "Township");

and

THE CITY OF LONG BRANCH, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, WITH OFFICES LOCATED AT 344 BROADWAY, LONG BRANCH, NEW JERSEY 07740 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, pursuant to the Interlocal Services Act, the Township of Ocean is desirous of entering into a contract with the City of Long Branch for the provision of animal control services for the year ending December 31, 2009; and

WHEREAS, the Provider is interested in providing the services as required; and

NOW, THEREFORE, the parties hereto do agree by the between themselves as follows:

1. Provider is to be retained and shall provide to the Township of Ocean animal control services for the year ending December 31, 2009 and will be the designated Animal Control Officer for the Township.
2. The animal control patrolling activities will consist of at least twenty (20) hours per month of animal control coverage when requested.
3. The provider and the Township will agree upon all complaint procedures.

4. The Animal Control Officers employed by the Provider will document all activities on a regular basis and the Provider will submit monthly reports at every quarter submitted with a voucher for payment.
5. The base cost to the Township will be \$30,000.00 per year with quarterly payments of \$7,743.75.
6. Provider is hereby authorized to employ the necessary manpower and licensed assistance to provide necessary animal control coverage.
7. The Provider is hereby authorized and empowered by the Township to apprehend, seize, take and transport and hold all dogs and other animals as may be designated from time to time by the Township which said animals are running free and at large and are not under the care, control, and custody of their owners within the jurisdictional and territorial limitations of the Township.
8. The Provider agrees that it shall furnish at its sole expense all necessary vehicles and equipment.
9. The Provider agrees to canvas, tour, inspect, patrol and respond to specific requests within the geographical limits of the Township as may be necessary to keep the area free and clear of stray, unleashed dogs and other animals as may be designed by legitimate authority.
10. The Provider agrees to hold the Township harmless from any claim regarding the actions of the Provider in providing animal control services within the Township.
11. The Township hereby sets forth that it has the authority, power and right to enter into this agreement and the Township hereby sets forth affirmatively that it has done all things as required by New

Jersey State Law so that the Township has proper authority to enter into the within agreement.

12. Associated costs incurred in carrying out this agreement, such as SPCA charges, veterinarian services, euthanasia fees and trapping costs will be absorbed by Provider and not passed on to the Township.

13. Each party shall have the right to terminate the within agreement upon thirty days notice to the other. In the event that this provision is exercised by either party, compensation shall be based upon a pro-rated daily charge to the date of termination.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Attested By:

CITY OF LONG BRANCH

IRENE JOLINE, CLERK

ADAM SCHNEIDER, MAYOR

Attested By:

TOWNSHIP OF OCEAN

CLERK

MAYOR

Health Department
344 Broadway
Long Branch, New Jersey
07740
Phone 732-571-5665 * Fax 732-222-1516

December 19, 2008

To: Irene Joline ✓
City Clerk

James G. Aaron
City Attorney

Fm: David Roach
Health Officer



Su: Animal Control Agreement – Ocean Township - 2009

Please prepare the necessary resolution and contract for Mayor and Council approval in the above matter.

Please be advised that the amount of the agreement will change for 2009; the new agreement will be for \$30,975.00 with quarterly payments of \$7,743.75.

Thank you.

R# 8-09

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN FIREMAN'S FUND
INSURANCE COMPANY'S GRANT COMPLIANCE AGREEMENT**

WHEREAS, Fireman's Fund Insurance Company has offered a grant of \$25,000.00 to certain municipalities in the State of New Jersey, including the City of Long Branch; and

WHEREAS, the grant is to be utilized for fire safety and education purposes; and

WHEREAS, as part of the fund application, the Mayor of the City is required to sign a grant compliance agreement which authorizes Firemen's Fund to review and approve the use of funds before the grant is made and confirm said use after the grant is provided; and

WHEREAS, the Council of the City of Long Branch has determined that it is in the best interest of the health, safety and welfare of the citizens in the City of Long Branch to apply for, receive and utilize the grant from Fireman's Fund, as per the recommendation of the Fire Official of the City; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Mayor may sign the Grant Compliance Agreement from Fireman's Fund Insurance Company to apply for and receive a grant for funds to be utilized for fire prevention and education in the form annexed hereto as Exhibit A.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:

F:/USERS/Long Branch/Resolutions 2008/Resolution Auth Mayor to Sign Fireman's Fund Grant



Grant Compliance Agreement

This agreement is made and entered into by and between Fireman's Fund Insurance Company (Fireman's Fund®) of Novato, CA, and

_____ (Department/District) ("the Department") located at (street address)

Whereas, it is intended that the Department will utilize a grant award or donation received from Fireman's Fund® for the specific purpose outlined in the Department's grant application and/or approved by Fireman's Fund. Fireman's Fund reserves the right to communicate with and visit the Department on an ongoing basis to ensure that the funding is utilized for the express purpose intended. The Department is required to apply a grant or donation from Fireman's Fund within 90 days of receipt of funds or obtain an extension from Fireman's Fund. Additionally, the Department must supply Fireman's Fund with a copy of the paid invoice within 30 days of purchases utilizing funding from a Fireman's Fund HeritageSM grant or donation. Invoice copies should be sent to Fireman's Fund attn: Brad Kramper, 3301 Rider Trail South, 3rd Floor, Earth City, MO 63045.

The Department must notify Fireman's Fund within 60 days of receipt of funds if it decides to purchase a different quantity of items than what was awarded by Fireman's Fund, or if it chooses to apply funds differently than originally intended or approved by Fireman's Fund. Unused funds must be returned to Fireman's Fund.

If the Department plans to use funds for any purpose other than originally outlined and approved by Fireman's Fund, the Department must first obtain approval from Fireman's Fund. In the event that the grant funding is not utilized for the purpose(s) approved by Fireman's Fund and/or outlined in the original grant application and Fireman's Fund is not notified of any changes to the original request, Fireman's Fund reserves the right to revoke the grant funding or donation, request the return of the full grant/donation amount, and eliminate the Department from consideration for future funding through the Fireman's Fund Heritage program.

It is the intention of Fireman's Fund to promote the grant and Fireman's Fund will work with the Department on promotional efforts to ensure that they are mutually beneficial. If the Department is awarded a grant or donation, Fireman's Fund expects the Department to participate in a check presentation ceremony that is scheduled mutually, but held within three months after the check is received and/or when the equipment arrives. Fireman's Fund reserves the right to film and/or photograph the award presentation and publicize the request and award in all internal and external marketing and communications activities related to the Fireman's Fund Heritage program. Fireman's Fund will provide stickers to the Department which indicate that the equipment was purchased with a grant from Fireman's Fund and the stickers are to be placed on the equipment purchased with funds granted by Fireman's Fund, as well as an electronic logo for printed materials. For large donations such as fire safety houses, Fireman's Fund has the right to assist the Department with design and signage on the equipment and may provide additional funding for this purpose. Fireman's Fund invites your department to contact us to discuss any additional marketing or public relations assistance we can provide on your behalf.

Finally, as a way to demonstrate the overall impact of this grant program, Fireman's Fund asks that the Department provide documentation demonstrating the effect the funding has had on operations. This can be documented via E-mail, letter, photos, video, or however the department sees fit. We request that this impact be documented and shared with Fireman's Fund within six months of the receipt of the grant or donation or as special calls occur and the grant funds helped make a difference.

By signing this agreement, Department agrees to carry out the aforementioned activities as planned.

Agreed to and Accepted:

Department: _____

By: (X) _____

Date: _____

Print Name and Title: _____

Dept. Tax/Fed ID #: _____

Make Grant Checks Payable to: _____

Send Check to:
(No PO Boxes) _____

If check is being mailed directly to a vendor:

Vendor Name: _____

Contact Name: _____

Tax ID Number: _____

Street Address (NO
PO Boxes) for check
to be sent: _____

PLEASE PRINT LEGIBLY

**RESOLUTION AUTHORIZING CONTRACT FOR ANNUAL
VISITING NURSES SERVICES 2009**

WHEREAS, the City of Long Branch has the need to contract for Public Health Nursing Services to be made available for certain residents of Long Branch for the calendar year 2009; and

WHEREAS, the Visiting Nurse Association of Central Jersey has provided services relative to various health programs in past years, and City's Health Officer recommends that the City authorize a contract with this organization for said services, in accordance with their proposal annexed hereto; and

WHEREAS, Visiting Nurse Association of Central Jersey is a non-profit 501c3 corporation and as such is not subject to N.J.S.A. 19:44A-20.5 et seq. (Pay to Play); and

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

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the 2009 Temporary Budget, Department of Health, Appropriation # 9-01-071-215, in the amount of \$12,768.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes an annual contract for calendar year 2009 with Visiting Nurse Association of Central Jersey, for public health nursing services, in accordance with the terms and conditions of the proposal and contract annexed hereto, for a sum not to exceed \$12,768.00.

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

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

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAINED:**

**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:

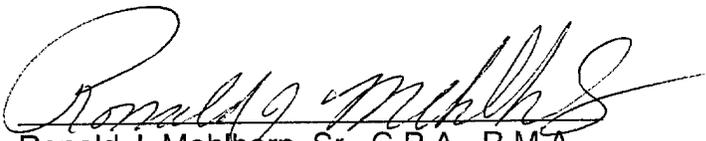
2009 ANNUAL CONTRACT FOR PUBLIC NURSING SERVICES

Said contract being made as follows:

VISITING NURSE ASSN. OF CENTRAL JERSEY	\$12,768
---	-----------------

Said funds being available in the form of:

2009 TEMPORARY BUDGET DEPARTMENT OF HEALTH MEDICAL SERVICES APPRO. #9-01-071-213	\$12,768
---	-----------------


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

1-7-09
Date

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY
176 RIVERSIDE AVENUE, RED BANK, NEW JERSEY 07701

ARTICLES OF AGREEMENT

THIS AGREEMENT made this 1st day of January 2009, BETWEEN: Long Branch Health Department, a municipal corporation of the State of New Jersey, hereinafter designated as MUNICIPALITY, and Visiting Nurse Association of Central Jersey, hereinafter designated as VNACJ.

WHEREAS, VNACJ is a non-profit corporation which is capable of providing certain public health services, including public health nursing services, which meet the standards of practice prescribed by the New Jersey State Department of Health and Public Law S-130, Chapter 329, and

WHEREAS, MUNICIPALITY desires to engage the services of VNACJ to furnish public health services as hereinafter described, which services VNACJ is willing to provide for a consideration hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Section 1. VNACJ agrees to furnish the public health services hereinafter described for the sum of \$12,768, covering services to be rendered for the period of January 1 through December 31, 2009. Sum to be payable in the following manner: Quarterly upon presentation of proper vouchers by VNACJ.

Section 2. Public health services available from VNACJ include the following:

- A. Health promotion for infants and preschool children of limited income families as follows:
 1. Provide health supervision for infants, preschool children and their parents including physical, emotional, nutritional, and cognitive development.
 2. Provide primary health care services which include comprehensive preventative health care of infants and preschool children based upon the current New Jersey Department of Health's publication, "The Child Health Conference".
 3. Maintain an information service and referral procedure to encourage physicians, hospitals, and social agencies to refer appropriate cases to primary care services provided by the Public Health Nursing Agency.
 4. Provide child care provider health consultation services to community child care centers including child care staff training, parent education and immunization audits.
- B. Consistent with state standards, aid in the detection and control of lead poisoning in children by:
 1. Conducting blood level test in all children attending primary care services according to established protocol.
 2. Conduct a follow-up program which would include parental instruction regarding the seriousness of repeated exposure to lead and referral of positive cases to medical management.
 3. Coordinate the management of appropriate cases with medical and/or hospital care, health department, follow-up screenings, and nursing care.
 4. Provide for consultative services with the nutritionist, health educator, social worker, or other professionals as required.

- C. Provide for home visits by public health nurses as follow-up to educational needs and health management problems identified such as: at-risk, impaired, neglectful, or abusive parenting, or failure to thrive, lead poisoning or developmental delays.
- D. Reduction of infant mortality/morbidity by improving pregnancy outcome as per minimum standards including:
 - 1. Provide public health nursing services to include pregnancy monitoring, pregnancy counseling and education, as well as assessment/screening for the development of high-risk factors.
 - 2. Provide case management for pregnant clients to ensure optimum use of prenatal services and to ensure referral to other services as needed such as high-risk clinic, WIC, teen services, Medicaid, family planning and Family Care.
 - 3. Promote the entry into prenatal care within the first trimester.
 - a. Establish/maintain community liaisons to provide outreach and education about available services, including high-risk women and adolescents.
 - 4. Provide public health prenatal clinic services in selected outlying sites.
 - 5. Provide screening/follow-up screening for inborn errors of metabolism as referred by hospitals, New Jersey State Health Department or physician.
- E. Assist in the prevention/control of communicable disease by:
 - 1. Provide nursing services for referral and follow-up of reportable disease including sexually transmitted diseases in cooperation with the local health officer.
 - 2. Provide, through primary care services, for primary and booster immunization.
 - 3. Provide immunizations for children of school age who are deficient.
 - 4. Maintain individual patient information and consent forms as per minimum standards and New Jersey State Health Department immunization guidelines.
 - 5. Provide nursing services to assist in the control of Tuberculosis and in cooperation with the Monmouth County Tuberculosis Control Center to include:
 - a. TB testing (group or individual)
 - b. Case finding
 - c. Follow-up of contacts of active tuberculosis
 - d. Referral of positive contact to Monmouth County Tuberculosis Control Center
 - e. Provide nursing surveillance of clients on chemotherapy
 - f. Collaborate with Monmouth County Tuberculosis Control Center in the case management of the above cases.
 - 6. Provide perinatal Hepatitis B Case management and follow-up activities.
 - 7. Establish and maintain collaboration and participation with local municipal health departments, county health departments and offices of emergency management regarding all hazards emergency preparedness activities. Ensure VNACJ staff all-hazards emergency preparedness qualifications through current on-going internal, county and statewide training.

- F. Home health services shall be provided to those unable to pay any portion of the VNACJ regular fee. Such services include:
 - 1. Nursing service for the sick under doctor's orders
 - a. Nutritional counseling
 - b. PT, ST, OT evaluation
 - c. Social work evaluation
 - 2. Family health counseling services
 - 3. Instruction and guidance in caring for an ill family member
- G. Provide community health education services on topics such as: Cancer detection and prevention, Osteoporosis, Diabetes or Heart Disease and assistance with assessment of community health needs.
- H. Provide health promotion services for adolescents and their families to include school visits, home visits and primary care visits.
- I. Provide Family Care outreach and enrollment activities to all age groups, specifically targeting families with young children and adolescents.

Section 3. Health promotion and public health nursing services set forth in Section 2 hereof are rendered by VNACJ upon request of the patient provided physician orders are obtained, as appropriate.

- A. Administration and supervision of the services aforementioned in Section 2. will be in accordance with minimum standards including the maintenance of individual service records, collaboration with the health officers, provision of orientation and continuing education/in-service to the professional staff and provision of quarterly and annual service reports.

Section 4. VNACJ will provide an emergency telephone referral service beyond primary service hours.

Section 5. All communications from VNACJ to the MUNICIPALITY shall be directed to the attention of William Mc Bride. All contract communications to VNACJ from the MUNICIPALITY should be directed to: Manager of Public Health Programs.

Section 6. VNACJ shall provide quarterly reports of services performed pursuant to this agreement.

Section 7. The licensed Health Officer and/or municipal auditor of said MUNICIPALITY may review, upon written request, addresses of residents of the MUNICIPALITY served by VNACJ and the annual audit and financial accounts of VNACJ during regular business hours at VNACJ, 176 Riverside Avenue, Red Bank, New Jersey 07701.

Section 8. VNACJ will carry Workers' Compensation and Liability Insurance in an amount not less than \$1,000,000.

Section 9. Nothing contained herein shall prevent VNACJ from continuing its practice of charging for services to those financially able to pay.

Section 10. VNACJ AND MUNICIPALITY each hereby agree to use or disclose Protected Health Information only as permitted or required by this Agreement or as otherwise required by state or federal law. MUNICIPALITY further certifies that its Health Department is a public authority as defined by 45 CFR(s) 164.501 ("HIPAA") authorized by law to collect or receive protected health information for the public health activities described in this Agreement.

WITNESS WHEREOF, the said parties hereunto interchangeably set their hands or caused these presents to be signed by their corporate officers.

ATTEST:

Plylie Starkey

Visiting Nurse Association of Central Jersey

Theresa L. Beck

Theresa L. Beck
Vice President, Community Initiatives

ATTEST:

For the Municipality

Mayor

James J. Fuscone

James J. Fuscone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

VISITING NURSE ASSOCIATION OF CENTRAL JE

TRADE NAME:

ADDRESS:

176 RIVERSIDE AVE
RED BANK NJ 07701

EFFECTIVE DATE:

11/24/04

SEQUENCE NUMBER:

1107857

ISSUANCE DATE:

02/25/08

James J. Fuscone

Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

POLITICAL CONTRIBUTION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____, a professional firm intending to do
business with the City of Long Branch, and I hereby certify that the firm is in full
compliance with Long Branch Ordinance #18-05, entitled "An Ordinance Requiring
Public Contracting Reform", annexed hereto, that the firm has not given any political
contribution that would bar it from entering into contract with the City of Long Branch,
and further, for the life of the contract, will adhere to the requirements of Ordinance
#18-05 relative to future donations.

(Name of firm)

Subscribed and sworn to
before me this day

_____, 200

(Signature of affiant)

Signature of Notary Public

(Type or print name of affiant under signature)

(Seal)

My Commission expires _____

**Long Branch, New Jersey
ORDINANCE NO. 18-05**

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

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

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

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

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

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

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

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

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

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

SECTION 1

Prohibition on Awarding Professional Contracts to Certain Contributors

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

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

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

SECTION 2

Contributions Made Prior to Effective Date

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

SECTION 3

Penalty

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

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

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

SECTION 4
Reporting Requirements

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

SECTION 5
Severability

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

SECTION 6
Effective Date

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

SECTION 7
Repealer

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

Introduced: 6/14/05

Adopted: 6/28/05

Health Department
344 Broadway
Long Branch, New Jersey
07740
Phone 732-571-5665 * Fax 732-222-1516

December 19, 2008

To: Irene Joline
City Clerk

Fm: David Roach 
Health Officer

Su: Visiting Nurse Association of Central Jersey Contract - 2009

Please place on the Mayor and Council's agenda for approval the VNA contract for 2009.

There is an increase of \$408. in the contract.

C Howard H. Woolley, Jr.
Business Administrator

Ronald Mehlhorn
Finance Director

Carol Mellaci
Purchasing Agent

R# 10-09

RESOLUTION CANCELLING MORTGAGE OF
MARGARETEE M. RICE, 176 BRANTON AVENUE, LONG BRANCH TO
THE CITY OF LONG BRANCH

WHEREAS, the City of Long Branch originally loaned to Margarete M. Rice the sum of \$10,995.00 on January 10, 2001, which Mortgage loan was recorded on December 4, 2001 in Mortgage Book OR-8065, Page 7771; and

WHEREAS, a Postponement of Mortgage was made on February 10, 2005 and was recorded on June 3, 2005 in Mortgage Book OR-8467, Page 1427; and

WHEREAS, the Office of Community and Economic Development through Tonya Medina has provided to the City Attorney a request that the Mortgage be cancelled of record. That the Mortgagor, Margarete M. Rice, has satisfied the Long Branch RCA Lien attachments which this loan was made;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that Mortgage in the amount of \$10,995.00 made on January 10, 2001, recorded December 4, 2001 in Mortgage Book OR-8065, Page 7771 and the Postponement of Mortgage that was made on February 10, 2005, recorded June 3, 2005 in Mortgage Book OR-8467, Page 1427, be discharged of record and the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of said Mortgage as annexed hereto.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Discharge of Mortgage

A certain Mortgage dated
Margarete M. Rice

, was made by

to
City of Long Branch

This Mortgage was made to secure payment of \$ **10,995.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **December 4, 2001**, in Mortgage Book **OR-8065** on Page **See 1**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on **January 13, 2009**

Witnessed or Attested by:

Adam Schneider, Mayor

(Seal)

Irene Joline, City Clerk

(Seal)

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS:

I CERTIFY that on **January 13, 2009**

Adam Schneider, Mayor

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

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

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS:

I CERTIFY that on **January 13, 2009**

Adam Schneider

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

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

of the City of Long Branch

- (c) executed this instrument as the act of the entity named in this instrument.

the entity named in this instrument; and,

RECORD AND RETURN TO:

**Tonya Medina
City of Long Branch
344 Broadway
Long Branch, NJ 07740**

Print name and title below signature

(For Recorder's Use Only)

Addendum

1. 7771 and a Postponement of Mortgage dated February 10, 2005 was recorded in the Monmouth County Clerk's Office, State of New Jersey, on June 3, 2005, in Mortgage Book OR-8467 on Page 1427.

R # 11-9

**RESOLUTION AWARDING CONTRACT
FOR BADGES FOR CITY BEACHES**

WHEREAS, the City of Long Branch has the need to contract with a company for provision of badges to be issued to patrons utilizing City beaches for the 2009 beach season; and

WHEREAS, the City has previously contracted with Jersey Cape Diagnostics, Cape May Court House, NJ, a non-profit sheltered workshop, for provision of beach badges, in accordance with the order form attached; and

WHEREAS, the Director of Recreation has recommended that it is in the best interest of the City to award a contract to Jersey Cape Diagnostics; and

WHEREAS, in accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., a local unit of government may, without publicly advertising for bids, award a contract to a sheltered workshop; and

WHEREAS, contracts with non-profit 501c3 organizations are exempt from requirements of New Jersey Pay to Play requirements; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the certification of funds form annexed hereto, that funds for this contract are available in the 2009 Temporary Budget, Department of Recreation, Bureau of Conservation, Line Item #9-01-083-362, in the amount of \$24,643.20.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract with **Jersey Cape Diagnostic, for provision of 4000 seasonal and 200,000 daily beach badges, for a sum not to exceed \$24,643.20.**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contracts, and the City Clerk is directed to advertise notice of award as required by law.

CITY OF LONG BRANCH

Purchase Requisition

Vendor Jersey Cape Diagnostic
 Address: 4 Moore Rd, DN #606 Cape May
Cape May Court House, NJ 08210

Purchase Order # _____

Date 1/5/09

Using Dept. Recreation

State Contract # _____

Budget Appr. # 9-01-083-362

P.O. will [] originate [] confirm order to vendor.

Fixed Asset Yes _____ No _____

QUANTITY/UNIT	FULL DESCRIPTION OF REQUESTED PURCHASE	EST./ACTUAL UNIT PRICE	TOTAL
4000	Seasonal Beach Badges white w/ ^{DK} green	225800	903.20
10,000	Daily numbered 1-10000 @ Black	1187	1187.00
10,000	Daily ^{1-10,000} numbered badge color: Pink	1187	1187.00
10,000	" @ Purple	1187	1187.00
10,000	" @ Brown	1187	1187.00
10,000	" @ Tan	1187	1187.00
10,000	" @ Dk Yellow	1187	1187.00
10,000	" @ Dk Green	1187	1187.00
10,000	" @ Slate	1187	1187.00
10,000	" @ Dk Blue	1187	1187.00
10,000	" @ Lt. Gray	1187	1187.00
10,000	" @ Black Gray	1187	1187.00
10,000	" @ Navy	1187	1187.00
10,000	" @ Lt Blue	1187	1187.00
10,000	" @ Med Blue	1187	1187.00
10,000	" @ Magenta	1187	1187.00
10,000	" @ Orange	1187	1187.00
10,000	" @ Red	1187	1187.00
10,000	" @ Lt green	1187	1187.00
10,000	" @ Burgundy	1187	1187.00
10,000	" @ Dk Blue	1187	1187.00
10,000	For 2009 Beach Season	TOTAL	24,643.20

See Attached

Delivery Address: 3 Bay Ave,
Long Branch, NJ 07740

Special Instructions: Need as soon
as possible - Daily badges
seasonal By End of April

I hereby certify that the articles/services requested are necessary to properly conduct the activities of this agency, and are to be used exclusively for the purpose against which said items are charged.

Department Head Signature Carl J. Jannip

Date 01/05/09

JERSEY CAPE DIAGNOSTIC

2008 Prices

ORDERS INCLUDE:

Your selection of 1 shape and 1 printing color and one design.
 Durable, flexible and fade resistant white plastic.
 Packaged in lots of 50 badges for easy distribution.
 Badges are preassembled with Rust Free Brass pins.

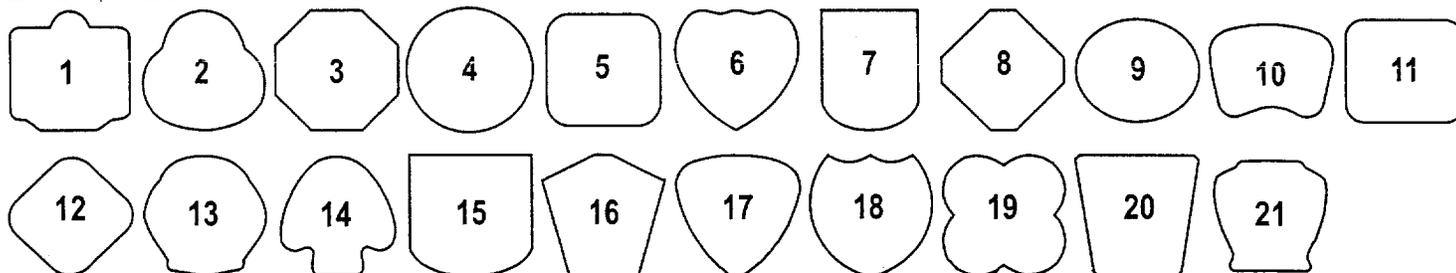
ORDER	COST*
250-499	57¢ EA
500-999	41¢ EA
1000-1999	31¢ EA
2000-2999	25¢ EA
3000	21¢ EA

*There is a \$25 charge for each color for artwork and printing plate.

FREE CONSECUTIVE NUMBERING

Please select number size and the starting number you desire if your badges are to be consecutively numbered. (Large "L" 3/16 & Small "S" 1/8 Available)

21 SHAPES TO CHOOSE FROM



24 COLORS TO CHOOSE FROM

001 Gold	917 Navy	935 Lt. Blue	965 Burgundy
002 Silver	924 Gray	937 Purple	967 Maroon
902 Dark Blue	925 Deep Blue	941 Pink	970 Brown
911 White	931 Med Blue	960 Magenta	972 Yellow
912 Black	932 Lt. Gray	961 Orange	975 Lt. Green
914 Beige (Sand)	933 Slate	963 Red	976 Dk. Green

We also have Metallic, Neon & Diffraction colors. Call for pricing.

QUANTITY PRICING

Your order will be priced at the quantity level for each different badge design. Do not combine the quantities from different badge designs to determine your price.

Description	Date Expires	Shape #	First Color #	Second Color #	Quantity	Numbering Start	Numbering End	Size "S" or "L"	Number of Colors	Price each	Sub-Total
To calculate plate charges multiply the number of colors										x \$25 =	
										Sub-Total	
Name										Shipping 5% of Order	
Company										Sub-Total	
Street										7% Sales Tax (NJ Only)	
City		State		Zip						Total	
JERSEY CAPE DIAGNOSTIC						E-mail ed@capeworkshop.com		609-465-4117			
4 Moore Road, DN 606, CAPE MAY COURT HOUSE, NJ 08210 • Phone 800-599-5232 • Fax 609-465-3899											

**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:

PROVISION OF BEACH BADGES FOR 2009 BEACH SEASON

Said contract being made as follows:

JERSEY CAPE DISGNOSTIC	\$24,643.20
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Said funds being available in the form of:

2009 TEMPORARY BUDGET DEPARTMENT OF RECREATION BUREAU OF CONSERVATION APPRO. LINE ITEM #9-01-083-362	\$24,643.20
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Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

1/5/09
Date

R# 12-01

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Long Branch and the referenced State Contract vendors shall be from date of adoption of this resolution through December 31, 2009, or the date of expiration of the State Contract, whichever is sooner.

**ATTACHMENT A-1
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Playground Equipment	General Recreation, Inc.	59057	T0103	6/09/09
Playground Equipment	Marturano Recreation Co.	59052	T0103	6/09/09
Playground Equipment	Ben Shaffer & Assoc., Inc.	59054	T0103	6/09/09
Portable Sanitation Units	Johnny on the Spot	67385	T0208	1/14/09

**ATTACHMENT A-2
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Antifreeze & Windshield Washer Fluid	Troil Enterprises LLC	66921	T0963	9/24/09
Tires & Tubes	Goodyear Tire & Rubber Co. Authorized Dealer: Edwards Tire	71688	T0123	6/08/09
Batteries, Vehicle & Storage	Lee Battery Service Inc.	60970	T0066	1/15/09
Automotive Lubricants, Engine/Gear Oils, Greases, ATF, & Hydraulic Oil	Troil Enterprises	70845	T0097	1/10/09
Automotive Lubricants, Engine/Gear Oils, Greases, ATF, & Hydraulic Oil	Total Lubrication Service	70844	T0097	1/10/09
Automotive Lubricants, Engine/Gear Oils, Greases, ATF, & Hydraulic Oil	Consolidated Motor Oils, Inc.	70847	T0097	1/10/09
Snow Plow Parts	Seeley Equipment Co.	70290	T0085	11/14/09
Gasoline, Automotive Unleaded	Petroleum Traders Corporation	65047	T0083	3/31/09
Fuel Oil, #1, #2D & Winter Mix	Taylor Oil Co., Inc.	41867	T1845	6/30/09

**ATTACHMENT A-3
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Aftermarket and OEM Automotive Parts	AutoZone Northeast, Inc.	71188	M0065	6/25/11
Parts-Hvy Duty Truck/Bus	Allied Diesel Service Co.	55119	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Beyer Bros. Corp.	55099	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Bucks County Intl. Inc.	55120	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Cambria Automotive Companies	55083	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Campbell Freightliner	55109	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	55135	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Cherry Valley Tractor Sales	55102	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Fleet Source LLC	55124	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	F & C Automotive Supply	55126	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	General Spring Service	55131	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Hoover Truck Centers	55081	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Lawson Products, Inc.	55125	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Jim Curley Pontiac Buick	55118	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Johnson & Towers, Inc.	55121	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Sanitation Truck Repairs	55112	T2085	2/28/09
Parts-Hvy Duty Truck/Bus	Smith Motor Co., Inc.	55072	T2085	2/28/09

**ATTACHMENT A-4
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T #</u>	<u>EXP. DATE</u>
Repair Service-Hvy Duty Truck/Bus	American Hose & Hydraulics Co.	56257	T2108	2/28/09
Repair Service-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	56237	T2108	2/28/09
Repair Service-Hvy Duty Truck/Bus	Intl. Truck of Central NJ	56259	T2108	2/28/09
Repair Service-Hvy Duty Truck/Bus	Ram Hydraulics, Inc.	56244	T2108	2/28/09
Parts/Repair Road Maintenance Equip.	American Hose & Hydraulics	69730	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Foley Equipment	69705	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Jet Vac, Inc.	69719	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Lacal Equipment, Inc	69722	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Lawson Products Inc.	69709	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Sanitation Equipment Corp.	69718	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Seeley Equipment	69713	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Transaxle Corp.	69731	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	Trico Equipment	69726	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	U.S. Municipal Supply	69715	T2188	8/31/10
Parts/Repair Road Maintenance Equip.	W.E. Timmerman	69716	T2188	8/31/10
Parts & Repair-Lawn & Gronds Equip	Cherry Valley Tractor Sales	67756	T2187	1/15/10
Parts & Repair-Lawn & Gronds Equip	Lacal Equipment Inc.	67774	T2187	1/15/10
Parts & Repair-Lawn & Gronds Equip	Lawson Products Inc.	67758	T2187	1/15/10
Parts & Repair-Lawn & Gronds Equip	Seeley Equipment Co.	67755	T2187	1/15/10
Parts & Repair-Lawn & Gronds Equip	Storr Tractor	67764	T2187	1/15/10
Parts & Repair-Lawn & Gronds Equip	Trico Equipment	67765	T2187	1/15/10
Parts & Repair-Lawn & Gronds Equip	Van Sant Equip. Co.	67763	T2187	1/15/10

**ATTACHMENT A-5
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>I#</u>	<u>EXP. DATE</u>
Tools, Hand (Snap-On)	Snap On Industrial	66332	T0226	1/31/09
Tools, Hand (Craftsman Tools)	A & M Industrial	66328	T0226	1/31/09
Tools, Hand (Ridgid, Delta)	AW Meyer Co., Inc.	66331	T0226	1/31/09
Tools, Power (Snap-On)	Snap On Tools	66103	T0227	1/31/09
Tools, Power (Craftsman Tools)	A & M Industrial	66100	T0227	1/31/09
Tools, Power (Dewalt, Milwaukee)	AW Meyer Co., Inc.	66101	T0227	1/31/09
Stone, Sand, Gravel	Trap Rock	66766	T0142	2/28/08
Tree Trimming Services & Removal	Elite Tree Service, Inc.	72300	T0465	8/31/10
Catch Basins, Castings, Inlets, Manholes	Campbell Foundry Co.	71626	T0148	6/30/11
Electrical Equipment & Supply	Keer Electrical Supply	66164	T0167	7/31/09
Electrical Equipment & Supply	Good Friends Electrical	66167	T0167	7/31/09
Electrical Equipment & Supply	Jewel Electric Supply Co.	66163	T0167	7/31/09
Industrail Supply & Equipment	W W Grainger, Inc.	72605	M0002	11/30/09

**ATTACHMENT A-6
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Firefighter Protective Clothing/Equip. (Morning Pride Gear, Warrington Pro, Servis Turn Out Boots)	Total Fire Group*	71050	T0790	2/28/10
Firefighter Protective Clothing/Equip. (Cairns & Bros. Helmets/Front Pieces)	Mine Safety Appliances*	71054	T0790	2/28/10
Firefighter Protective Clothing/Equip. (Firedex Firefighter Gloves)	Fire Dex LLC*	71053	T0790	2/28/10
Firefighter Protective Clothing/Equip. (Fireguard Firefighter Gloves)	Continental Fire & Safety	71056	T0790	2/28/10
Firefighter Protective Clothing/Equip. (Scott SCBA Equipment)	Scott Health & Safety*	71063	T0790	2/28/10

*Indicates State Contract vendor has authorized purchase through Authorized Dealer List in State Contract documents.

**ATTACHMENT A-7
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>I#</u>	<u>EXP. DATE</u>
Police/ Homeland Security Equipment Ammunition, Firearms, Supplies	Eagle Point Gun	67873 T0106		4/30/09
Police/ Homeland Security Equipment Ammunition, Firearms, Supplies	Point Blank Body Armor	67880 T0106		4/30/09
Police/ Homeland Security Equipment Ammunition, Firearms, Supplies	Lawman Supply Co. of NJ	67872 T0106		4/30/09
Police/ Homeland Security Equipment Firearms, Supplies, Body Armour	Lanigan Assoc., Inc	67875 T0106		4/30/09
Police/ Homeland Security Equipment Personal Protective Equipment	Rays Sports Shop, Inc.	67874 T0106		4/30/09
Police/ Homeland Security Equipment Emergency Signal Equipment	General Sales Administration T/A Major Police Supply	67886 T0106		4/30/09
Police/ Homeland Security Equipment Emergency Signal Equipment	Kaldor Emergency Lights	68994 T0106		4/30/09
Police/ Homeland Security Equipment Emergency Signal Equipment	East CoastEmergency Lighting	67879 T0106		4/30/09
Traffic Signal Controllers Traffic Signal Controllers	ITS Products LLC General Hwy. Products, Inc.	68552 T1473 68553 T1473		5/15/09 5/15/09
Traffic/Lighting Equipment/Materials Traffic/Lighting Equipment/Materials	General Hwy. Products, Inc. Signal Control Products	70126 T1529 66263 T1529		1/31/09 1/31/09
Traffic/Reflective Sheeting	3M CM Division	68374 T0210		4/30/09
Traffic/Alum. Sign Blanks	Custom Products	68026 T0136		2/28/10
Traffic/U-Post Sign Supports	Garden State Hwy. Products	68602 T0121		6/14/09
Traffic Flares	Standard Fusse Corp.	72166 T0076		07/31/10
Traffic Cones, Flexible Delineator Posts & Channelizer Drums	JBC Safety Plastics Inc.	68490 T1033		12/14/10
State Use Products/Office Furniture, Printing, Traffic signs & Barricades	Deptcor State Use Industries	49131 TSU01		6/30/10

**ATTACHMENT A-8
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
WSCA Computer Contract	Dell Marketing LP	70256	M0483	8/31/09
WSCA Computer Contract	Gateway Companies	70261	M0483	8/31/09
WSCA Computer Contract	Hewlett Packard Co.,	70262	M0483	8/31/09
WSCA Computer Contract	IBM Corporation	70265	M0483	8/31/09
WSCA Computer Contract	SUN Microsystems	70258	M0483	8/31/09
Furniture-Office/Lounge, Non-modular & Files	Tanner North Jersey, Inc.	69948	T0408	9/30/10
Furniture-Office/Lounge, Non-modular & Files	W.B.Mason	69933	T0408	9/30/10
Furniture-Office/Lounge, Non-modular & Files	Steelcase	70355	T0408	9/30/10
Furniture-Office/Lounge, Non-modular & Files	Global Industries	69980	T0408	9/30/10
Furniture-Office/Lounge, Non-modular & Files	Haworth, Inc.	69979	T0408	9/30/10
Furniture-Office/Lounge, Non-modular & Files	Allstate Office Interiors, Inc.	69938	T0408	9/30/10
Furniture, Computer & Electronic Support	Allstate Office, Interiors, Inc.	62428	T0177	6/30/09
Furniture, Systems, Open Plan/Landscape	Affordable Interior Systems	57038	T0176	1/31/09
Furniture, Systems, Open Plan/Landscape	Allstate Office Interiors, Inc.	57045	T0176	1/31/09
Microcomputers: Rugged Computers (Panasanic)	CDW Government	67176	T1785	11/30/09
Microcomputers: Rugged Computers (Rough Rider Max)	N J Business Systems	67179	T1785	11/30/09
GAS/FSS Reproductive Schedule (Copiers-Purch., Lease, Cost per Copy)	Ricoh Americas Corp.	51464	T2075	6/30/09
GAS/FSS Reproductive Schedule (Copiers-Purch., Lease, Cost per Copy)	Ricoh Americas Corp.	51465	T2075	6/30/09
GAS/FSS Reproductive Schedule (Copiers-Purch., Lease, Cost per Copy)	Sharp Electronics Corp.	51143	T2075	6/30/09
Mailroom Equipment	Garden State Office Systems	63767	T0200	4/14/09

**ATTACHMENT A-9
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Radio Commun. Eqp/Acces & Repair	Motorola C & E, Inc.	53804	T0109	6/30/09
Radio Commun. Eqp/Acces & Repair	Kenwood Communications Corp. (Dealer: AR Communications)	53746	T0109	6/30/09
Radio Commun. Eqp/Acces & Repair	Vertex Standard USA, Inc.	53763	T0109	6/30/09
Tower Maintenance	Trains Towers, Inc.	60657	0125	2/28/09
Wireless Devices and Services	Verizon Wireless	64428	T216A	12/31/08
Telecommunications Eqp., Wired	Shared Technologies Fairchild	42117	T1316	2/28/09

**ATTACHMENT A-10
REFERENCED STATE CONTRACT VENDORS**

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>I#</u>	<u>EXP. DATE</u>
Motor Vehicles-Law Enforcement	Warnock Automotive Inc.	72468	T0098	9/19/09
4WD Off-Road Utility Vehicle	Xtreme Machines LLC	66439	T2461	8/07/09

R# 13-09

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue individual check(s) to the taxpayer(s) shown below and charge 2007 taxes in the total amount of \$332.04.

BLOCK	LOT	OWNER	YEAR	AMOUNT
418	7	Michael Schneck, Trustee for Deluca, Frances 301 So. Livingston Avenue Suite 105 Livingston, NJ 07039	2007	332.04

R# 14-09

RESOLUTION ESTABLISHING
CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

Be it resolved by the Council of the City of Long Branch, *County of Monmouth*, that for the year 2009, the following shall serve as the cash management plan of the City.

The Chief Financial Officer is directed to use this cash management plan as the guide in depositing and investing the City of Long Branch funds.

The following are authorized as suitable investments

- Interest-bearing bank accounts and certificates of deposit in authorized banks, listed below, for deposit of local unit funds.
- Government money market mutual funds as comply with N.J.S.A. 40A:5-15. I(e)
- Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.
- Bonds or other obligations of the local unit or school district of which the local unit is a part.
- Any other obligations with maturates not exceeding 397 days, as permitted by the Division of Investments.
- Local government investment pools which comply with N.J.S.A. 40A:5-15. I (c) and conditions set by the Division of Local Government Services.
- New Jersey State Cash Management Fund.
- Repurchase agreements (repos) of fully collateralized securities which comply with N.J.S.A. 40A 5- 15 1 (a),

The following Government Unit Depository Protection Act approved banks are authorized depositories for deposit of funds

JPMorgan, Chase
Millennium BCPBANK
Wachovia Bank NA
Bank of America
Investors Savings Bank
Sovereign Bank
State of New Jersey Cash Management Fund
New Jersey Asset & Rebate Management Program (NJ/ARM)

The above referenced banking and savings institutions are hereby authorized to honor and pay checks, drafts and warrants drawn on the several accounts in said banking institutions, when same are signed in the name of the City of Long Branch by Adam Schneider, Mayor, Howard H. Woolley Jr., Business Administrator, and Ronald J. Mehlhorn Sr., Director of Finance or Michael Martin, Municipal Comptroller.

The following are approved security broker/dealers

No designated firms as of January 1, 2009.

The registered principal of any brokerage firm approved above shall be provided with and sign an acknowledgment that they have seen and reviewed the cash management plan

For each month, the Chief Financial Officer shall prepare a report for the governing body that consists of the following

- A summary of all investments made or redeemed
- Any and all financial institutions holding local unit funds
- The class or type of securities purchased or funds deposited
- Income gained on deposits and investments
- Market value of investments and disclosure and how the value was determined
- A listing of accounts or deposits that do not earn interest.

The approved cash management policy is an integral part of this document.

Any official involved with the selection of depositories, investments, broker/dealers shall disclose any material business or personal relationship to the governing body and to the Local Finance Board (*or local ethics board if applicable*).

Any official who in the course of his or her duties deposits or invests in accordance with the plan shall be relieved of any liability for loss of investment.

RESOLUTION ESTABLISHING
CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH

Be it resolved by the City Council of the City of Long Branch, County of Monmouth, That the Chief Financial Officer shall administer the cash management plan adopted on January 1, 2009 through compliance with 40A~5-1 et seq., prudent application of these cash management policies, which shall not conflict the plan in any way.

1. Objectives: The priority of investing practices shall be, in order of descending importance,

Security, liquidity, and yield.

A. **Security** : The safety of principal is the foremost objective of the cash management plan. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

1. **Credit Risk** Credit risk is the risk of loss due to failure of the security issuer or backer Credit risk may be mitigated by:
 - a. Limiting investments to the safest types of securities (*indicate rating and agencies to be used*)
 - b. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business.
 - c. Diversifying the investment portfolio
2. **Interest Rate Risk:** Interest rate risk is the risk that the market value of the securities in The portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:
 - a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations thereby avoiding the need to sell securities on the open market prior to maturity, and
 - b. By investing operating funds primarily in shorter-term securities. *Indicate the number of years*

B. Liquidity - The portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investments of various funds should be structured so that they match the potential need. Thus, investments of operating funds should be kept in investments with a maturity of not more than one year Investments of a capital, or long term trust fund nature should match the expected use of the funds, but not to exceed five years Investments should consist of securities with active secondary markets or in mutual funds that permit liquidation at net asset value. Securities shall not be sold prior to maturity with the following exceptions:

1. a declining credit security could be sold early to minimize the loss of principal.
2. a security swap would improve the quality, yield, or target duration in the portfolio.
3. liquidity needs of the local unit require that the security be sold

C. Yield: The investment portfolio must be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on an investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The chief financial officer shall carefully evaluate the legality, security, and yield attributes of any investment offering above market yields,

11. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio in accordance with State law and this policy. Chief financial officers acting in accordance with the cash management plan and policy shall be relieved of any liability for loss of such moneys due to the insolvency or closing of any depository designated by, or the decrease in value of any investment authorized by, the cash management plan.

Investments shall be made with judgment and care, under circumstances their prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall not have personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material investment in financial institutions with which they conduct business. They shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. Personnel involved in investment activities shall comply with the Local Government Ethics Law

C. Delegation of Responsibility and Authority

Responsibility and authority to manage the cash management plan and policy is granted to the chief financial officer pursuant to N.J.S.A. 40A:5-14. No person may engage in an investment transaction except as provided under the terms of the policy and the written procedures established by the chief financial officer. The chief financial officer: responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

III. Safekeeping and Custody

A. Authorized Banks for Deposit of governmental Funds: The cash management plan shall list all authorized banks for deposit of governmental funds, Only banks approved by the Department of Banking and Insurance under the Government Unit Depository Protection Act (GUDPA) can be approved depositories.

B. Approved Security Broker/Dealers The cash management plan shall list any approved security broker/dealers

C. Internal Controls

1. The Governing body shall act to provide that the agency has an internal control structure that is established, defined and maintained to ensure that the assets of the entity are protected from loss, theft or misuse. The chief financial officer shall develop written internal controls and submit them to the governing body for approval The internal control structure shall be designed to provide reasonable assurance that the assets of the entity are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that

a. the cost of a control should not exceed the benefits likely to be derived.

b. the valuation of costs and benefits of internal controls requires estimates and judgments by management. 2. Internal control practices shall address the following points:

a Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer,

b. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

c. Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by N.J.S.A. 12A:9-105) shall be placed with an independent third party for custodial safekeeping

d. Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities

e. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

f. Written confirmation or telephone transactions for investments and wire transfer. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person, Written communication may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.

g. Development of a wire transfer agreement with the lead bank or third party custodian. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

D. Delivery vs. Payment: All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. Securities will be held by a **third party custodian as evidenced** by safekeeping receipts.

IV. Reporting

A. Methods The chief financial officer shall prepare an investment report to the governing body each month, including a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the governing body to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the chief executive officer, and the governing body. The report will include the those items outlined in the cash management plan,

B. Performance Standards the investment portfolio will be managed in accordance with the parameters specified within the cash management plan and policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis. *(benchmarks to be established by the governing body could include New Jersey Cash Management plan 30, 60, or 90 day T-bill performance, performance information provided by investment service providers or publishers of financial information such as the Wall Street Journal or by other means acceptable to the governing body)*

V Policy

A. Exemption: Any investment currently held that does not meet these guidelines shall be exempted from the requirements of the cash management plan. At maturity or liquidation, such monies shall be reinvested only as provided by the cash management plan and policy.

B. Amendment The cash management plan must be approved by the governing body, by resolution, on an annual basis, and may be amended at any time during the year to reflect changes due to changes in laws, depositories, funds or investments.



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

ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA

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

Howard H. Woolley, Jr.
Business Administrator

Date



R# 16-09

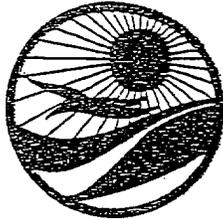
RESOLUTION RESCINDING RESOLUTION 379-08

WHEREAS the City Council adopted resolution 379-08 on December 29, 2008, and,

WHEREAS extraneous information was contained in the body of said resolution, and,

WHEREAS it is the recommendation of the Director of Finance to rescind said resolution so as not to confuse the public with such erroneous information.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that resolution 379-08 is hereby rescinded.



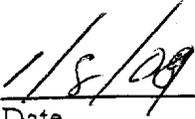
CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA

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



Howard H. Woolley, Jr.
Business Administrator



Date



R# 17-09

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Ziga Roshanski
BLOCK: 18
LOT: 24

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

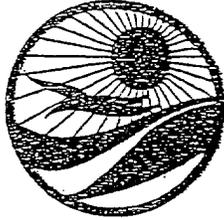
WHEREAS the application is complete.

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

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

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$189.01, plus accrued interest if applicable, to

Zimast Builders, LLC
One Woodbridge Center
Suite 610
Woodbridge, NJ 07095
Attn: Kim Hillman



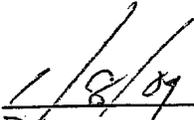
CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA

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



Howard H. Woolley, Jr.
Business Administrator



Date



R# 18-09

**RESOLUTION AUTHORIZING TWENTY-FOUR MONTH CONTRACT
FOR NEWSPAPER LEGAL ADVERTISING SERVICES**

WHEREAS, the City of Long Branch has the need to contract with a media company to provide certain newspaper legal advertising services as required by N.J.S.A. 35:1-1, et seq.; and

WHEREAS, through a Fair and Open Process (FO#0023-08), the City advertised on its website the solicitation of proposals for said services; and,

WHEREAS, representatives of the City received and opened in public, on December 16, 2008, the one proposal received from The Link News, a weekly newspaper located in Long Branch, NJ; and

WHEREAS, subsequent to the date of the bid opening, **Gannett Satellite Information Network, Inc., DBA Asbury Park Press**, submitted a proposal, which, due to its late submission and material defects in its documents, cannot be considered; and

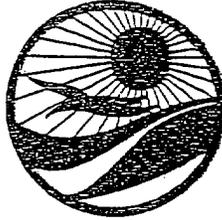
WHEREAS, in accordance with NJ statute, the City must publish certain legal ads in newspapers published within its boundaries, and it is the recommendation of the Business Administrator that it is in the best interest of the City to award a contract to the Link News; and

WHEREAS, this contract is issued as an open-ended contract and during the contract year certification of funds will be provided by issuance of a Purchase Order at the time of need for services and based upon availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a twenty-four month contract for certain legal advertising services with **The Link News**, in accordance with the RFP and proposal annexed hereto, for a term ending December 31, 2010.

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

BE IT FURTHER RESOLVED that in order to meet the City's need for the services of a daily newspaper in which to publish certain legal advertising, and meet the statutory requirements of N.J.S.A. 35:1-1, the Purchasing Agent is directed to re-advertise for additional proposals.



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

ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA

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

Howard H. Woolley, Jr.
Business Administrator

Date



AGREEMENT
THIS AGREEMENT MADE THIS DAY OF

BETWEEN:

CITY OF LONG BRANCH
344 Broadway
Long Branch, NJ 07740

Hereinafter called the CITY

AND

THE LINK NEWS
Po Box 120
Long Branch, NJ 07740

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining The Link News to provide legal ad publication services in accordance with the proposal attached hereto; and

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

1. This contract is awarded as an open ended contract in accordance with the fee schedule included in the proposal, with work to be assigned by the City and provided by the Contractor on an as needed basis, in accordance with proposal(s) the City may solicit appraisal projects. This contract does not guarantee, or imply, that the contractor will actually be assigned any work during the term of the contract.

2. No work will be assigned by the City, nor may any work be performed or provided by the contractor except as assigned by issuance of a Purchase order. No work may be provided, nor will

any bills be paid for services provided, for any date prior to the date of the issue of the Purchase Order.

3. It is the sole responsibility of the contractor to insure that it does not provide services the cost of which is in excess of the not to exceed amount of the Purchase Order, unless, prior to the firm exceeding that amount, the City is notified in writing, of the need for an amendment to the contract, and the City approves same in writing by issuance of a revised Purchase Order.

4. Contractor must submit detailed billing a monthly basis, unless the job has been proposed and assigned on a lump sum basis, in which case the billing must be submitted upon completion of the work. The billing must be based upon the fees detailed in the Contractor's proposal for each specific job. Each bill must be accompanied by a signed and completed City voucher.

5. The term of said contract shall be from January 1, 2009 through December 31, 2009.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator and City Attorney of the need to continue service with an amendment to the contract.

The Administrator and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

6. The Contractor certifies it complies with Affirmative Action regulations. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed,

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

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to 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 agency contracting officer, advising the labor union or workers' representative the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and layoff 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 and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office 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 of NJAC17:27.

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

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. 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.

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

ATTEST:

CITY OF LONG BRANCH

Irene A. Joline, City Clerk

Adam Schneider, Mayor

ATTEST:

BY: THE LINK NEWS

Long Branch, New Jersey
ORDINANCE NO. 18-05

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

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

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

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

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

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

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

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

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

SECTION 4

Reporting Requirements

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

SECTION 5

Severability

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

SECTION 6

Effective Date

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

SECTION 7

Repealer

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

Introduced: 6/14/05

Adopted: 6/28/05

The

LINK NEWS

184 Broadway • Long Branch, NJ • 07740
• 732-222-4300 • Fax: 732-870-6800 •
www.thelinknews.com

Re: Notice #FO-023-08

Proposal for: Twenty-four Month Contract for Legal Advertisement Services

This is the narrative part of The Link News's RFP for Legal Advertisement with The City of Long Branch.

1) The Link News, commonly known as just "The Link" is located at 184 Broadway in Long Branch, NJ, can be reached at 732-222-4300 by phone, or 732-870-6800 by fax.

2) The Link News was co-founded in 2001 by John Kearns of Long Branch and Patricia O'Neill of Oceanport (who grew up in Long Branch). . Our coverage includes local politics, sports, entertainment, people of interest, and events in Long Branch and the surrounding communities.

3) The Link is a weekly newspaper, printed every Thursday. (On weeks when a major holiday which could cause issues with circulation occurs on a Thursday, such as Thanksgiving, The Link prints earlier, on the closest day of the week possible.)

4) The Link's average circulation, as documented in the latest Statement of Ownership, filed Sept. 25, 2008, is 4,400 issues. Of these, approximately eighty-seven (87) percent, an average of 3,337 papers a week, are through mailed subscriptions or newsstand sales.

5) The Link's deadline for Legal Advertisements is Monday at noon. The same deadline applies to classified ads. Our deadline for display ads is Friday at noon. The Link's staff is happy to help design display ads if required.

6) The Link can provide Affidavits of Publication for advertisements.

7) The Link News's rate for legal advertisements is \$0.31 per column-line on a six-column page, based on Title 35:2-1 of the New Jersey Statutes, which sets for rates for legal advertising based on circulation. A line is assumed to be in a 6 point font, and 8 picas wide. Rates for multiple-columns (e.g., when needed to display a chart in a legal advertisement) or unusual sized fonts will be extrapolated from this price. The Link News does not charge the City of Long Branch for Affidavits of Publication.

If you require any further information, please contact Liz Kelly, Circulation Manager, or Neil Schulman, Editor, at 732-222-4300.

Sincerely,



Neil Schulman, The Link News

STOCKHOLDER DISCLOSURE CERTIFICATION

If bidder is a **Sole Proprietorship**, check here _____
And do not complete this statement.

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, of the State of New Jersey, declares and submits this Statement of Ownership.

Bidder is:

Partnership () Limited Partnership () Corporation () Limited Liability Corporation ()
Limited Liability Partnership () Sub-Chapter S Corporation (X) Corporation-Other ()

X 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. (Use additional sheets in this format if necessary.)

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

Stockholder/Partner

Name JOHN J. KEARNS Name _____

Home Address 115 NORWOOD AVE Home Address _____

LONG BRANCH NJ
07740

Name PATRICIA O'NEILL Name _____

Home Address 7 WYOMOUTH RD. Home Address _____

OCEANPORT, NJ 07757

Name MICHAEL BOOTH Name _____

Home Address 138 CHARLES ST Home Address _____

LONG BRANCH NJ
07740

(If a corporation or partnership is shown as an owner of 10% or more stock, you must attach a Stockholder Disclosure form for that corporation/partnership.)

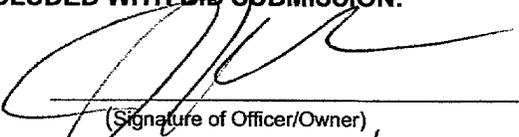
THIS FORM MUST BE INCLUDED WITH BID SUBMISSION.

Subscribed and sworn
Before me this day

12/12/08

Susan Dziuba
Notary Public

My commission expires:



(Signature of Officer/Owner)

JOHN J. KEARNS

(Name and Title)

PRESIDENT

(CORPORATE SEAL)

SUSAN T. DZIUBA
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 29, 2013

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

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

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

OR

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

OR

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

OR

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

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

The following questions must be answered by all bidders:

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

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

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

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

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

COMPANY: THE LINK NEWS

SIGNATURE: 

TITLE: Owner

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.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

I, JOHN J. KEARNS residing in LONG BRANCH
(name of municipality)

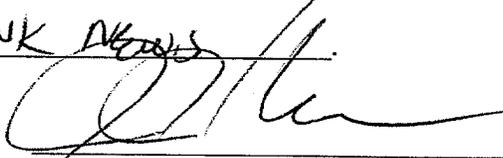
in the County of Monmouth and State of New Jersey of full age,
being duly sworn according to law on my oath dispose and say that:

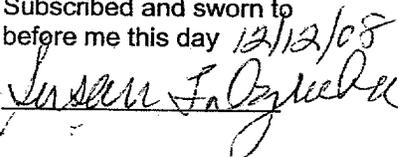
I, am OWNER of the firm of THE LINK NEWS,
(title or position) (name of firm)

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

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

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


(signature of affiant)

Subscribed and sworn to
before me this day 12/12/08


(signature of notary)

My Commission expires:
SUSAN T. DZIUBA
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 29, 2013

CITY OF LONG BRANCH
Request for Proposals
For Goods and Services Contract

Notice is hereby given that, in accordance with N.J.S.A. 19:44A-20.5, et seq, through a fair and open process, the City of Long Branch, County of Monmouth, State of New Jersey, is requesting sealed proposals/submissions for the following goods and services:

Notice #FO-023-08

Date of Receipt of Proposal: December 16, 2008, at 2 pm prevailing time

Proposal for: Twenty-four Month Contract for Legal Advertising Services

Proposal/Submission packages are available at the Purchasing Office, 344 Broadway, Long Branch, NJ during normal business hours, or by calling 732-571-5656, or fax request to 732-222-1516. Sample proposal/submission package is available for viewing in the Office of the City Clerk.

Proposal/Submissions will be publicly opened and read by the Purchasing Agent, or designated representative, at Long Branch Municipal Building, Council Caucus Room, Second Floor, 344 Broadway, Long Branch, NJ, on the date and time noted above. Firms unable to be present for the opening of proposals may mail proposal package to the attention of the City Clerk at the above address. Proposals cannot be faxed or emailed.

Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq, and N.J.A.C. 17:27 et seq., and PL 2004, c.19.

The successful contractor will be required to provide, prior to award of the contract, their Affirmative Action documentation, New Jersey Business Registration (Form NJ BUS REG) Successful contractor will also be required to comply with all terms imposed by NJ Elections Laws subject to campaign funding limits.

Proposals will be reviewed and award of contract will be based upon the following criteria:

- Frequency of publication of the newspaper, i.e. daily, weekly, monthly.
- Circulation in the Long Branch area.
- Newspaper's ability to accommodate the City's scheduling needs for advertising of statutorily required matters.
- Newspaper's record of timely and accurate advertising, and/or their willingness to guarantee publication as required.
- Fees charged for services

Request for Proposal for Legal Advertising

The City of Long Branch is requesting proposals from area newspapers for a twenty-four month contract to provide legal advertising services in accordance with N.J.S.A. 35:1-1, et seq. Contract term will be January 1, 2009 through December 31, 2010.

Proposal, in narrative form, must include all of the following:

1. Name, address, phone and fax number of firm, (if multiple office sites, list all, and indicate corporate office).
2. Biography or history of the company.
3. Frequency of publication of the newspaper, i.e. daily, weekly, monthly.
4. Documented circulation in the Long Branch area by subscription, and through over the counter or newspaper dispenser sales.
5. Advertising deadlines, particularly as they relate to legal ads, but also for classified ads and advertising or display ads.
6. Ability to provide Affidavits of Publication.
7. Provide a fee schedule for legal advertising, for classified employment ads, for advertising or display ads, and for affidavits of publication.

One original and four photocopy of the submission package must be submitted to the City for consideration. In addition to the above required information, proposals must provide all documents indicated on the Submission Package Check List. Failure to provide all required documents may result in the proposal not being considered.

Additional Pay to Play Requirements

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

**CITY OF LONG BRANCH
DOCUMENT SUBMISSION CHECKLIST**

REQUIRED

**READ, SIGNED
& SUBMITTED**

- | | | |
|------------|--------------------------------------|--------------------------|
| Yes | PROPOSAL AS REQUIRED IN RFQ | <input type="checkbox"/> |
| Yes | STOCKHOLDER DISCLOSURE CERTIFICATION | <input type="checkbox"/> |
| Yes | NON-COLLUSION AFFIDAVIT | <input type="checkbox"/> |
| Yes | AFFIRMATIVE ACTION QUESTIONNAIRE | <input type="checkbox"/> |

REVIEWED

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ residing in _____
(name of municipality)

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

I, am _____ of the firm of _____,
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled _____
(title of bid proposal)

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

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

Subscribed and sworn to
before me this day

(signature of affiant)

(signature of notary)

My Commission expires:

STOCKHOLDER DISCLOSURE CERTIFICATION

If bidder is a **Sole Proprietorship**, check here _____
And do not complete this statement.

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, of the State of New Jersey, declares and submits this Statement of Ownership.

Bidder is:

Partnership () Limited Partnership () Corporation () Limited Liability Corporation ()
Limited Liability Partnership () Sub-Chapter S Corporation () Corporation-Other ()

_____ 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. (Use additional sheets in this format if necessary.)

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

Stockholder/Partner

Name _____

Name _____

Home Address _____

Home Address _____

Name _____

Name _____

Home Address _____

Home Address _____

Name _____

Name _____

Home Address _____

Home Address _____

(If a corporation or partnership is shown as an owner of 10% or more stock, you must attach a Stockholder Disclosure form for that corporation/partnership.)

THIS FORM MUST BE INCLUDED WITH BID SUBMISSION.

Subscribed and sworn
Before me this day

(Signature of Officer/Owner)

(Name and Title)

Notary Public
My commission expires:

(CORPORATE SEAL)

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

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

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

OR

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

OR

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

OR

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

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

The following questions must be answered by all bidders:

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

TITLE: _____

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.

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLIANCE

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

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

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

For Construction Contracts

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

(REVISED 10/08)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

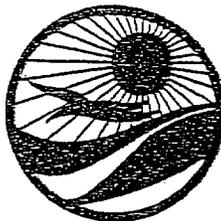
R# 19-09

**RESOLUTION DESIGNATING THE LINK NEWS AS THE OFFICIAL
NEWSPAPER FOR THE YEAR 2009**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby name the The Link News as the Official Newspaper for the City of Long Branch for the year 2009.

**MOVED:
SECONDED:**

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



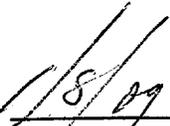
CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA

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



Howard H. Woolley, Jr.
Business Administrator



Date



R# 20-09

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED:
SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this _____ day of _____, 2009

Irene A. Joline, City Clerk

Notice is hereby given that the following bills will be submitted for payment approval as of January 13, 2009. 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.

PUBLIC NOTICE

279 Broadway Associates	Rent for Municipal Court & Drug Office - January 2009	*	10,000.00
A T & T	Utilities - Telephone - 12/6, 12/16 & 12/21/2008 - Various Locations	*	109.73
American Hose & Hydraulics	Misc. Parts - Truck #4-75 - Fire Dept.		35.40
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - November 2008	*	4,808.98 Pymt #6
Big A Trucking Co.	Tire Change - Truck #25-9-75 - Fire Dept.		230.00
Builders' General Supply Co.	Materials for Trailer & Beachfront Signs - DPW		379.36
Centra State Medical Center	Health Program - Wolf Hill School Class Trip - 12/22 & 12/23/08 - Coastal Monmouth Alliance		480.00
Century Office Products	Color Maintenance - Police Dept.		474.95
Circle Chevrolet	Misc. Parts for OEM Director's Vehicle - DPW	*	23.24
City of Long Branch Clearing Account	Reimburse Clearing Account	*	257.81
City of Long Branch Clearing Account	Reimburse Clearing Account	*	259,769.61
City of Long Branch Clearing Account	Reimburse Clearing Account	*	128,549.94
City of Long Branch Clearing Account	Reimburse Clearing Account	*	816,298.61
City of Long Branch Clearing Account	Reimburse Clearing Account	*	500.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	390,118.46
City of Long Branch Payroll Agency	Payroll Dated 12/26/2008	*	30,221.21
City of Long Branch Payroll Agency	Payroll Dated 12/26/2008	*	786,077.40
CMF	Printer Paper for Comptroller's Office		164.95
Conte's Car Wash	Motorcycle / Car Wash Contract - December 2008		1,188.50
Continental Fire & Safety	Misc. Equipment for Fire Dept.		1,335.00
Custom Bandag	Re-Tread Tires - DPW	*	2,815.08
CWA Local 1034, Branch 4	Dental & Vision - January 2009	*	5,700.00
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW / Fire Dept.		1,165.63
Fort Dearborn Life Insurance	Life Insurance - January 2009	*	1,342.99
Gagliano Appraisal	2008 Tax Appeals - November & December 2008		1,250.00 Pymt #3
Garden State Highway Products	Various Materials & Supplies - Traffic Dept.		1,400.00
Gen-El Safety & Industrial Products	HAZMAT Equipment - Fire Prevention		881.40
Granger	Misc. Equipment - DPW	*	239.67
Health Net of New Jersey	Health Benefits - January 2009	*	87,047.60
Hewlett Packard	Printer Cartridges - Various Depts.		743.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Horizon Blue Cross Blue Shield	Dental Benefits - January 2009	*	17,288.57	
Horizon Blue Cross Blue Shield	Health Benefits - January 2009	*	266,404.34	
Jamm Printing	2009 Taxi Cab License Book - City Clerk		98.00	
Jersey Central Power & Light	Utilities - Electric - 11/19-12/30/2008 - Various Locations	*	43,052.06	
Jersey Elevator Co.	Elevator Maintenance at City Hall Building - December 2008 - DPW		151.73	
Jewel Electric Supply	Light Bulbs for City Hall Building - DPW		732.00	
Johnny On The Spot	(3) Port-A-John's - Atlantic Avenue & Traux Field - December 2008 - Recreation Dept.		172.84	
Keewel Water	Monthly Cooler Rental - November 2008 - Administration		14.00	
K-Mart	Wrapping Paper for Holiday Party - Recreation Dept.		199.75	
Lawson Products	Misc. Parts for DPW		461.74	
Lee Battery Service	Batteries for Truck #25-4-90 - Fire Dept.		219.27	
Lowe's Credit Services	Emergency Light Fixtures for Building Dept.		14.36	
Modern Equipment Sales & Rental	Misc. Parts for (Spreader) PW #144 - DPW		865.80	
Motorola C & E Inc.	Radio Equipment for Fire Dept.		4,005.00	
New Jersey American Water	Utilities - Water - 11/5-12/9/2008 - Various Locations	*	1,705.49	
New Jersey Natural Gas	Utilities - Gas - 11/14-12/17/2008 - Various Locations	*	1,082.58	
NJ Environmental Health Assoc.	2009 Membership Renewal - Michael Kowal - Health Dept.		50.00	
NJ Local Boards of Health Assoc.	2008 Membership Dues - Dave Roach - Health Dept.		95.00	
Operation Life	Rental of Polling Place for June & November 2008 Election - City Clerk		400.00	
Petty Cash Fund c/o Ronald Mehlhorn Sr.	Close Out 2008 Petty Cash	*	257.81	
Petty Cash Fund c/o Ronald Mehlhorn Sr.	2009 Petty Cash	*	500.00	
Princeton Health Press	Guidebooks for Lifeskills High School Curriculum - Coastal Monmouth Alliance		286.20	
Ray's Sport Shop	Uniform - Pt. D. Myers - Police Dept.		764.50	
Redwood Biotech Inc.	Oral Fluid Drug Screen Devices - Human Services		517.50	
Russomano Enterprises	Rent for DPW - January 2009	*	500.00	
Supply Saver Corp.	Printer Cartridges - Police Dept.	*	360.00	
Tee's Plus	D.A.R.E. T-Shirts - Coastal Monmouth Alliance	*	500.00	
Thompson Design Group	Professional Services Rendered - Broadway Gateway North - October 2008		101.00	Pymt #4
Trico Equipment	Misc. Parts - PW #105 - DPW		918.90	
United Parcel Service	Ground Shipment - Police Dept.		21.43	
Verizon Wireless	Cell Phone Service - 12/16/2008 - Various Depts.	*	1,880.86	
Verizon Wireless	Laptop Service - 12/12/2008 - Various Depts.	*	2,000.42	
Vision Service Plan	Vision - January 2009	*	1,334.96	
W.B. Mason Co.	Various Office Supplies - City Clerk's Office / Comptroller's Office		973.53	
Warshauer Electric Supply	Battery for Emergency Lights at Annex Building - DPW		51.00	
Zaf's Service Center	Gasoline for Motorcycles - November 2008 - Police Dept.		50.08	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL CURRENT

City of Long Branch Clearing Account
City of Long Branch Clearing Account
Precise Construction

Reimburse Clearing Account
Reimburse Clearing Account
Improvements to Manahasset Creek Park - December 2008

* 209,621.74
* 169,609.58
* 169,609.58 Pymt #6

2,881,639.24

TOTAL CAPITAL

City of Long Branch Clearing Account
City of Long Branch Payroll Agency
City of Long Branch Payroll Agency
Conter's Car Wash
Port Dearborn Life Insurance
Geese Chasers
Health Net of New Jersey
Horizon Blue Cross Blue Shield
Horizon Blue Cross Blue Shield
Verizon Wireless
Vision Service Plan

Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account
Payroll Dated 12/26/2008
Payroll Dated 12/26/2008
Car Wash Contract - December 2008
Life Insurance - January 2009
Geese Maintenance Control - Lake Area - December 2008
Health Benefits - January 2009
Dental Benefits - January 2009
Health Benefits - January 2009
Cell Phone Service - 12/16/2008 - Animal Control
Vision - January 2009

* 10,049.87
* 114.50
* 4,791.72
* 3,374.59
* 343.10
* 4,448.62
* 46.26
* 2.94
* 1,079.00 Final Pymt
* 1,255.27
* 188.06
* 1,896.86
* 114.50
* 31.46

548,840.90

TOTAL DOG

A T & T
Atlantic Plumbing Supply Corp.
Builders' General Supply So.
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account

Utilities - Telephone - 12/6, 12/16 & 12/21/2008 - UEZ
Plumbing Materials for OCED Building
Wood for OCED Building
Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account
Reimburse Clearing Account

* 73.91
* 22.73
* 706.56
* 72,329.66
* 73.91
* 3,600.37
* 2,955.74

27,736.75

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 12/26/2008	*	253.90
City of Long Branch Payroll Agency	Payroll Dated 12/26/2008	*	3,346.47
Conte's Car Wash	Car Wash Contract - December 2008	*	77.10
Fort Dearborn Life Insurance	Life Insurance - January 2009	*	9.80
Health Net of New Jersey	Health Benefits - January 2009	*	1,255.27
Horizon Blue Cross Blue Shield	Dental Benefits - January 2009	*	156.16
Horizon Blue Cross Blue Shield	Health Benefits - January 2009	*	1,508.99
K-Mart	Misc. Items for Residents of Hobart Manor - CDBG Community Assistance	*	450.00
Stavola Asphalt Co.	Materials for OCED Building	*	162.68
Vision Service Plan	Vision - January 2009	*	25.52

TOTAL HUD

87,008.77

CCTS Tax Lien 1 LLC	Tax Sale Premium	*	1,000.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	44,155.44
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,579.25
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,618.54
City of Long Branch Clearing Account	Payroll Dated 12/26/2008	*	281.74
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,895.25
City of Long Branch Payroll Agency	Payroll Dated 12/26/2008	*	6,336.80
City of Long Branch Payroll Agency	Unemployment - December 2008	*	94.39
Fort Dearborn Life Insurance	Life Insurance - January 2009	*	0.98
Health Net of New Jersey	Health Benefits - January 2009	*	1,803.43
Horizon Blue Cross Blue Shield	Dental Benefits - January 2009	*	78.08
Michael R. Leckstein, Esq.	Condemnation Commissioner - Broadway Arts Center - Lighthouse Mission - Gopal Panday	*	3,148.00
Thompson Design Group	Professional Services Rendered - Pier Village III - November 2008	*	1,173.11 Pymt #4
Thompson Design Group	Professional Services Rendered - General Services - October & November 2008	*	15,111.66 Final Pymt
Thompson Design Group	Professional Services Rendered - Broadway Gateway North - October & November 2008	*	3,307.00 Final Pymt
Thompson Design Group	Professional Services Rendered - Broadway Arts Center - October 2008	*	852.00 Pymt #2
Thompson Design Group	Professional Services Rendered - Pier Village III - October & November 2008	*	10,576.89 Final Pymt
Thompson Design Group	Professional Services Rendered - Pax Plaza - October & November 2008	*	10,000.00 Final Pymt
Tuzzio's	Food for Coaches Meeting - 12/13/2008 - Recreation Dept.	*	196.00
Vision Service Plan	Vision - January 2009	*	12.76
William M. Feinberg, Esq.	Condemnation Commissioner - Broadway Arts Center - Lighthouse Mission - Gopal Panday	*	4,431.25

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL TRUST OTHER

118,652.57

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 21-09

**RESOLUTION MEMORIALIZING EMERGENCY CONTRACT FOR
DEMOLITION OF BUILDING AT 95 WEST END AVENUE, LONG BRANCH**

WHEREAS, on January 3, 2009, a building at 95 West End Avenue (Block 131, Lot 14) suffered extensive damage as a result of a fire; and

WHEREAS, on January 4, 2009, Kevin Hayes, City Fire Official, determined the building to be structurally unsound, endangering the building on adjacent property, and compromising the safety of the Fire Investigation Team investigating the cause of the fire; and

WHEREAS, pursuant to City Ordinance #262-19, N.J.S.A. 40A:11-6, and N.J.A.C. 5:34-6.1, having declared the building to be an imminent hazard to public safety, the Fire Official notified the City Administrator, and, upon receiving authorization to proceed, contacted Mazza & Sons, Inc., a local demolition company, to immediately respond to the scene and begin demolition of the structure; and

WHEREAS, in accordance with New Jersey Statute, on January 7, 2009, the Fire Official filed with the City Purchasing Agent a report, annexed hereto, documenting the circumstances of the emergency; and

WHEREAS, Mazza & Sons, Inc., has provided a detailed for their services in the amount of \$44,660, and the Business Administrator has review same and recommended that the City memorialize an emergency contract to this firm; and

WHEREAS, the City Attorney has been provided with documentation detailing this emergency contract, and directed to determine the course of action to be taken by the City to recover the cost of the expenses relating to said demolition; and

WHEREAS, contracts issued as a result of public exigencies are exempt from compliance with N.J.S.A. 19:44A-20.4 et seq. , and, in accordance with statute, the required Emergency Procurement Report is being filed with the Director of the Division of Local Government Services; and

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

CDBG Budget:

Appropriation Line Item # H-02-032-204, in the amount of \$8,000

Appropriation Line Item # H-02-033-204, in the amount of \$30,000

Appropriation Line Item # H-02-034-204, in the amount of \$5,000

2009 Temporary Budget

Director of Building and Development

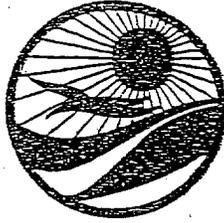
Demolition

Appropriation Line Item #9-01-126-611, in the amount of \$1,660

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby memorializes an emergency contract to **Mazza & Sons, Inc.**, for demolition of the building at 95 West End Avenue, **for an amount not to exceed \$44,660.**

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

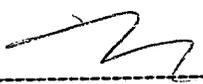
BE IT FURTHER RESOLVED that the Fire Official and the City Attorney are hereby directed to file any and all necessary documentation to protect the interests of the City in recovery of costs related to demolition of said building.



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

ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA

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



Howard H. Woolley, Jr.
Business Administrator



Date



**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:

**EMERGENCY CONTRACT FOR DEMOLITION OF BUILDING
AT 95 WEST END AVENUE**

Said contract being made as follows:

MAZZA & SONS, INC. \$44,660

Said funds being available in the form of:

CDGB BUDGET

Appropriation Line Item # H-02-032-204, in the amount of \$8,000
Appropriation Line Item # H-02-033-204, in the amount of \$30,000
Appropriation Line Item # H-02-034-204, in the amount of \$5,000

2009 TEMPORARY BUDGET

DIRECTOR OF BUILDING AND DEVELOPMENT

DEMOLITION

Appropriation Line Item #8-01-126-611, in the amount of \$1,660


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

1/9/09
Date

N.J. Division of Local Government Services

EMERGENCY PROCUREMENT REPORT

This report is to be filed by the contracting agent of the public agency with the Director of the Division of Local Government Services within 30 days of the date the emergency contract was issued. Please provide the necessary information to satisfactorily complete the report. Refer to the Instructions accompanying this form and the statutory and regulatory citations on the reverse of this form.

This form is designed to be completed using Microsoft Word; if not completed that way, please print it out.

1. Name of Public Agency:	City of Long Branch	County:	Monmouth
2. Date Emergency occurred:	Jan. 3, 2009	Time emergency occurred:	Approx. 3:30 pm
3. Date emergency declared:	Jan. 4, 2009	Time emergency declared:	Approx. 3pm
4. Agency/department responsible for determining there was an emergency:	Office of the Fire Official City of Long Branch		
5. Name and title of the official in charge of that agency:	Kevin Hayes, Sr., Fire Official		
6. Describe the condition or circumstance pertaining to the emergency (attach additional sheets if necessary): Summary: Two and a half story building at 95 West End Avenue, Long Branch, was heavily damaged by a fire on January 3, 2009, resulting in collapse of the roof and buckling of remaining walls. On January 4, 2009, the City Fire Official declared the condition of the structure to be an imminent hazard to public safety. See detail in Fire Official's Report attached.			
7. Name and title of the individual who determined the matter was an emergency and authorized award of contract(s):	Howard Woolley, Business Administrator		
8. The total (or estimated) cost of providing the goods or performing services was:	\$44,660		
9. List the names the contractors/suppliers receiving 25% or more of the contracts awarded under the emergency:			
Mazza & Sons, Tinton Falls, NJ			
10. When was the notification reduced to writing and filed with the purchasing agent?	Jan. 7, 2009		
11. Has the public agency adopted a "chain of command" procedure pursuant to N.J.A.C.5:34-6.1?	No		
This report was completed by (name and title):	Carol A. Mellaci Purchasing Agent City of Long Branch		
Name and Address of agency contact person:	Carol Mellaci, Purchasing Office, 344 Broadway, Long Branch, NJ 07740		
Signature:			Date:

Submit by mail or fax to:

Director, Division of Local Government Services
P.O. Box 803
Trenton, New Jersey 08625-0803

Fax: 609-633-6243

City of Long Branch
Department of Building and Development
344 Broadway
Long Branch, NJ 07740

Phone (732) 571-5651

Fax (732) 222-4493

MEMO

To: Carol Mellaci, Purchasing Agent

From: Kevin J. Hayes, Sr., Director of Building & Development, Fire Official 

Date: January 7, 2009

Subject: 95 West End Avenue

On Saturday, January 3, 2009 the FD was dispatched to a working structure fire at 95 West End Avenue. Shortly after arrival the building became fully involved with fire. The building suffered heavy fire, water and smoke damage as well as total collapse of the roof and third floor.

The fire was extinguished at approx. 8:30 pm. At this time the Fire Investigation Team, which included myself, investigators from this office, the Long Branch Police Detective Division and the Monmouth County Fire Marshal's Office began our investigation. We determined that it was too dangerous at this time of night to enter the building and secured the area with a Police officer and resumed our investigation the next morning. The bar/restaurant directly west of the fire building was closed and blocked off due to a potential collapse hazard.

On Sunday, January 4, 2009 at approx. 10:00 am the Investigation Team resumed the investigation now joined by a member of the Monmouth County Prosecutors Office. As we began our investigation and entered the building via ground ladders and fire apparatus we surveyed the damage to the structure. We went as far as we could and at about 1:00 pm we decided the building was too unstable and had suffered too much damage and was completely unsafe to continue our Origin and Cause investigation. I determined the building to be an unsafe structure requiring emergency demolition as outlined in City Ordinance 262-19. I further contacted City Construction Official Stan Midose who responded to the scene at approx. 2:00 pm and also determined the building was an

unsafe structure as outlined in the NJ Uniform Construction and needed to be demolished upon completion of the investigation.

At this point the Investigation Team discussed the matter and we collectively agreed that we should contact Mazza and Sons demolition in Tinton Falls as we felt that he was a local vendor who had performed countless demolitions in the City, had the necessary equipment to perform the operations we required and could probably respond quickly.

I then contacted City Administrator Howard Woolley and briefed him on the situation and received authorization from him to proceed. I then contacted Chief Financial Officer Ronald Mehlhorn and discussed the situation with him and received his authorization to proceed as well. I also left a voice mail message for the Purchasing Agent. I then contacted Mazza and Sons to discuss the scope of work we needed to be performed and to find out if he could respond quickly to the scene. He advised he could mobilize right away and be at the scene in a couple of hours.

Once Mazza arrived we had him remove all sections of the building that were in danger of collapse. In particular, a large section of the west wall that had separated and was leaning toward the building to the west as well as a large section of unsupported wall on the north side of the building. In addition, there were large wall sections of both the south (front) and the east side of the building that had separated and were in danger of collapse. The main building was a three story wood frame structure with one and two story sections on the rear of the building. The entire roof of the third floor as well as the third floor itself had collapsed into the structure. Portions of the second floor had also collapsed into the first floor area as well as the ceiling of the first floor. At approx. 5:00 pm we again stopped the investigation due to darkness and safety and secured the area with a Police Officer and resumed the investigation at 8:00 am the next morning.

On Monday, January 5, 2009 at 8:00 am the Investigation Team resumed the Origin and Cause investigation. Mazza and Sons carefully removed sections of the collapsed roof and third floor to facilitate the Team access to the second floor to conduct our investigation. At approx. 4:00 pm we concluded our investigation and instructed Mazza and Sons to complete demolition of the remaining sections of the building. The area was roped off. On Tuesday, January 6, 2009 at approx. 8:00 am Mazza and Sons resumed demolition of the remaining sections of the structure.

Upon arrival of Mazza and Sons on Sunday, January 4, 2009, I spoke with James Mazza and advised him of the scope of work we needed him to perform and requested a budget figure for the job. He advised he would speak to his estimator and have an estimate the following day. The next day Mr. Mazza advised the estimated the project to cost \$40,000. He advised that the building contained asbestos siding and that the waste was required to be taken to a specific facility to accommodate asbestos and that increased the price considerably. He advised that he made the required notifications to the appropriate division of DEP regarding the asbestos. I advised him the entire structure must be removed as well as the basement footings and foundation and the area filled with clean fill and rough graded. He advised that all of that was included in his estimate.

The demolition of the structure was discussed at length by the Investigation Team as well as with the Construction Official and it was determined that the entire structure must be demolished. Factors we included in our decision were that there were large sections of the structure on all four sides in danger of collapse. The section on the west side of the building appeared in imminent danger of collapse and this section was less than 10 feet from the bar/restaurant building which also has several occupied apartment units on the second floor above. The building is situated right up to the sidewalk on the east side and sections of that wall were in danger of collapse as well as the front and rear of the building. There is an occupied elementary school located directly across from the fire building and a crosswalk located at the southeast corner of the building. In addition, we felt there was no way to secure the remaining section of the structure from people entering the building. The ceiling system as well as many portions of the first floor ceiling had collapsed and the basement had several feet of water in it. In our opinion, the building imposed a significant life safety hazard to responding emergency personnel as well as the general public and must be demolished.

In reviewing the estimated project cost, I felt the proposal was in line with industry standards. In my tenure I had ordered emergency demolition of unsafe structures twice. Approx. 8 years ago the structure at 343 Broadway collapsed in the middle of the night and a demolition contractor was brought in to demolish it. That cost I believe was approx. \$65,000 for a 3 story structure of similar size to 95 West End Avenue. The second emergency demolition was done about 5 years ago as a result of a structure fire that destroyed a one story building of smaller size at 56 S. Broadway at the corner of Ocean Blvd. and Ocean Place. I believe that cost was approx. \$25,000.

Attached are photographs of building showing the unsafe conditions as outlined above.

Should you have any questions, please do not hesitate to contact me.

Kevin J. Hayes, Sr.
Director of Building & Development
Fire Marshal

**CODE OF THE CITY OF LONG BRANCH NEW JERSEY, v33 Updated 07-01-2008 /
PART II GENERAL LEGISLATION / Chapter 262, PROPERTY MAINTENANCE /
ARTICLE I, General Standards; Procedures [Adopted 7-8-1997 by Ord. No. 20-97]
/ § 262-19. Emergencies.**

§ 262-19. Emergencies.

- A. Whenever the public officer finds that an emergency exists which requires immediate action to protect the public health or safety, he may, without notice or hearing, issue an order requiring that such action be taken as he determines necessary, applying the statutes and provisions of this article to meet the emergency, and such order shall be effective immediately, and any person to whom such order is directed shall be obliged to comply immediately. Any such person may petition to the public officer for a hearing on such order, which hearing shall be conducted not later than five days after receipt of this petition.
- B. In the event that the public officer orders immediate action by the City of Long Branch's Department of Public Works, or such independent contractor as may be hired by the City, to protect the public health or safety pursuant to Subsection A hereof, the following costs and fees shall be charged to the affected property owner or owners for such emergency work, and which costs and fees shall be a lien against the subject property and collectible as provided in § 262-16 of this article:
- (1) During regular work hours: at an amount to be established by the Council of the City of Long Branch on an annual basis via resolution.
 - (2) After working hours: at an amount to be established by the Council of the City of Long Branch on an annual basis via resolution.
 - (3) Holidays and Sundays: at an amount to be established by the Council of the City of Long Branch on an annual basis via resolution.
 - (4) Materials and equipment used to be charged based upon costs incurred by the City.

**CODE OF THE CITY OF LONG BRANCH NEW JERSEY, v33 Updated 07-01-2008 /
PART II GENERAL LEGISLATION / Chapter 262, PROPERTY MAINTENANCE /
ARTICLE I, General Standards; Procedures [Adopted 7-8-1997 by Ord. No. 20-97]
/ § 262-20. Conflict with other provisions.**

§ 262-20. Conflict with other provisions.

In any case where the provisions of this article impose a higher standard than set forth in any other ordinance of the City of Long Branch or other laws within the State of New Jersey, then the standards set forth herein shall prevail; but if the provisions of this article impose a lower standard than any other ordinance of the City of Long Branch or other laws within the State of New Jersey, then the higher standard contained in any such other ordinance or laws shall prevail.

**CODE OF THE CITY OF LONG BRANCH NEW JERSEY, v33 Updated 07-01-2008 /
PART II GENERAL LEGISLATION / Chapter 262, PROPERTY MAINTENANCE /
ARTICLE II, Adoption of BOCA Standards [Adopted 1-26-1971 by Ord. No. 590 as
Sec. 14-3 of the 1971 Code; amended in its entirety at time of adoption of Code
(see Ch. 1, General Provisions, Art. I).]**

2. Notice of unsafe structure: If an unsafe or unsanitary condition is found in a building or structure, the construction official shall serve a written notice describing the building or structure deemed unsafe and specifying the required repairs or improvements to be made to render the building or structure safe and secure, or requiring the unsafe building or structure or portion thereof to be vacated or demolished within a stipulated time. Such notice shall require the person thus notified to immediately declare to the construction official his or her acceptance or rejection of the terms of the order. Such person may seek review before the Construction Board of Appeals within 15 days of receipt of the notice.

3. Restoration of unsafe structure: A building or structure condemned by the construction official may be restored to a safe condition in accordance with N.J.A.C. 5:23-6, Rehabilitation Subcode. A certificate of approval or certificate of occupancy, as appropriate, shall be obtained prior to reoccupancy of the building or structure.

4. Posting notice of unsafe structure: If the person addressed with a notice of unsafe structure cannot be found within the municipality after diligent search, then such notice shall be sent by registered or certified mail to the last known address of such person, as on file with the office of the tax collector, and a copy of the notice of unsafe structure shall be posted in a conspicuous place on the premises; and such procedures shall be deemed the equivalent of personal notice.

5. Upon refusal or neglect of the person served with a notice of unsafe structure to comply with the requirements of the order to abate the unsafe condition, the construction official shall, in addition to any other remedies herein provided, forward the matter to the legal counsel of the jurisdiction for an action to compel compliance.

(b) Emergency measures:

1. When, in the opinion of the construction official and appropriate subcode officials, there is actual and immediate danger of failure or collapse of a building or structure or any part thereof which would endanger life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the building or structure, the construction official is hereby authorized and empowered to order and require the occupants to vacate the same forthwith. The construction official shall cause to be posted at each entrance to such building a notice reading as follows: This structure is unsafe and its use or occupancy has been prohibited by the construction official, and it shall be unlawful for any person to enter such building or structure except for the purpose of making the required repairs or demolishing the same. The order of the construction official shall be effective immediately.

2. Temporary safeguards: When, in the opinion of the construction official, there is actual and immediate danger of collapse or failure of a building or structure or any part

thereof which would endanger life, the construction official shall cause the necessary work to be done to render such building or structure or part thereof temporarily safe, whether or not the legal procedure herein has been instituted. Such work may include such demolition as may be necessary in order to eliminate any actual and immediate danger to human life; provided, however, that any demolition work shall not commence until at least 24 hours following service of notice of the pending demolition upon the owner, unless such service is not possible because the identity or the address of the owner cannot be determined from public records. Upon expiration of the 24-hour period, demolition may proceed unless stayed by order of the Superior Court.

3. Closing streets: When necessary for the public safety, the construction official may temporarily close sidewalks, streets, buildings and structures and places adjacent to such unsafe structure, and prohibit the same from being used.

4. Emergency repairs or demolition: For the purpose of this section, the construction official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

5. Costs of emergency repairs: Costs incurred in the performance of emergency work shall be paid from the treasury of the jurisdiction on certificate of the construction official; and the legal authority of the jurisdiction shall institute appropriate action against the owner of the premises for the recovery of such costs.

6. Appeals: An emergency order issued by a municipal construction official pursuant to this subsection shall be appealable only to a court of competent jurisdiction.

Amended by R.1991 d.509, effective October 7, 1991.

See: 23 N.J.R. 2236(a), 23 N.J.R. 3001(a).

C.O. required prior to reoccupancy.

Amended by R.1996 d.236, effective May 20, 1996 (operative January 1, 1997).

See: 27 N.J.R. 4050(a), 28 N.J.R. 2586(a).

Amended by R.1999 d.424, effective December 6, 1999.

See: 31 N.J.R. 2428(a), 31 N.J.R. 4001(c).

Rewrote (a)3.

Amended by R.2003 d.201, effective May 19, 2003.

See: 35 N.J.R. 303(a), 35 N.J.R. 2207(a).

Rewrote (b).

Law Review and Journal Commentaries

Tort Claims Act—Landlords. P.R. Chenoweth, 138 N.J.L.J. No. 2, 77 (1994).

Case Notes

Civil rights action challenging township actions regarding use of property as church were not ripe for adjudication until township planning board decided site plan application and any need for variance. *Trinity Resources, Inc. v. Township of Delanco*, D.N.J.1994, 842 F.Supp. 782.

Mobile park owner that leased space to mobile home owners could not require residents to convert from oil heat to gas heat as condition of approving prospective purchases. *Garden Park Mobile Home Owners*

MAZZA & SONS, INC.**3230 SHAFTO RD. TINTON FALLS, NJ 07753****PHONE: 732-922-9292****FAX: 732-918-9328**www.mazzaandsons.com

January 5, 2009

City of Long Branch
344 Broadway
Long Branch, NJ 07740

Attn: Carol Mellaci

Re: 95 West End Avenue Emergency Demolition

Dear Ms. Mellaci,

We hereby propose to supply labor, equipment and recycling/disposal services, as follows:

- 1) Emergency demolition of two and a half story building, including foundations and footings
- 2) Disposal of all building, foundation, and footing debris, including possible asbestos contamination
- 3) Backfill structure voids to level grade

Mazza is not responsible for:

Soil erosion requirements
Temporary / permanent fencing
Temporary walkways or sidewalks
Any / All subsurface concrete or debris not listed above
Any / All debris removal not listed above

Mazza is not responsible for any wells, septic tanks, underground fuel tanks or any hazardous material testing (NESHAP)/ hazardous material, and/or spill that may exist/occur on site.

WE PROPOSE to furnish prevailing wage labor and material – complete in accordance with above specifications, and subject to conditions found on this agreement for the sum of:

\$ 44,660.00

Payment to be made as follows: NET 30 DAYS.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices are guaranteed for 60 days from the date of this proposal.

Date of Acceptance: _____

Respectfully Submitted,
Mazza & Sons, Inc.

By: _____
Print Name

By: 
Dominick J. Mazza Jr.

Breakdown of Proposal
95 West End Avenue, Long Branch

Disposal of C&D Waste

Loads	6.00
Total Trucking & Dumping per Load	2,500.00
Total	15,000.00

Disposal of Concrete

Loads	14.00
Total Trucking & Dumping per Load	350.00
Total	4,900.00

Loads of Dirt to Backfill Property

Loads	24.00
Total Trucking & Material per Load	225.00
Total	5,400.00

Loads of Crushed Concrete for Fill

Loads	11.00
Total Trucking & Material per Load	350.00
Total	3,850.00

Equipment

Excavator Per Day (w Operator)	1,800.00
Days	4.50
Total	8,100.00

Mobilization

Emergency Mobilization (Sunday)	750.00
Return Mobilization	500.00
Total	1,250.00

Labor	Hours	People	Rate	Total
Sunday 1 Supervisors	3.00	1.00	160	480.00
Sunday 1 Laborer	3.00	1.00	80	240.00
Monday 1 Supervisors	8.00	1.00	80	640.00
Monday 3 Laborers	8.00	3.00	40	960.00
Tuesday 1 Supervisors	8.00	1.00	80	640.00
Tuesday 3 Laborers	8.00	3.00	40	960.00
Wednesday 1 Supervisors	8.00	1.00	80	640.00
Wednesday 2 Laborers	8.00	2.00	40	640.00
Thursday 1 Supervisors	8.00	1.00	80	640.00
Thursday 1 Laborers	8.00	1.00	40	320.00
Total				6,160.00

Total Proposal **44,660.00**

MAZZ&SO-01 HARY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 The Graham Company
 The Graham Building
 1 Penn Square West
 Philadelphia, PA 19102
 (216) 567-6300

INSURED
 Mazza & Sons, Inc.
 3230 Shafto Road
 Neptune, NJ 07753-7503

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Steadfast Insurance Co.	
INSURER B: Zurich-American Insurance Company	
INSURER C:	
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.

INBR (ADD'L LTR INBR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EZL 5946576	12/28/2008	12/28/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP 9434787-00	12/28/2008	12/28/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
A	EXCESSUMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	SEO 5946570-00	12/28/2008	12/28/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 9434787-00	12/28/2008	12/28/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is added as an Additional Insured on the General Liability Coverage if required by written contract with respects to all work performed by Mazza at 95 West End Avenue in Long Branch, NJ.

CERTIFICATE HOLDER City of Long Branch 344 Broadway Long Branch, NJ 07740-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

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

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

DISCLAIMER

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

ADJUSTMENT**
MAZZA & SONS, INC
EP# 1336001136
230 SHAFTO RD TINTON FALLS NJ

03 035275 Fran
01/08/09 / / 14:26

00600 LONG BRANCH CITY OF
344 BROADWAY
LONG BRANCH NJ 07740

5262

Gross Wt. 0 LB
Tare Wt. 0 LB
Net Weight 0 LB

Charge ticket

0.00 EACH SITEWORK 0.00 44660.00 0.00 44660.00

44660.00

ADJUSTMENT
MAZZA & SONS, INC
DEP# 1336001136
3230 SHAFTO RD TINTON FALLS NJ

03 035275 Fran
01/08/09 / / 14:26

000600 LONG BRANCH CITY OF
344 BROADWAY
LONG BRANCH NJ 07740

5262

Gross Wt. 0 LB
Tare Wt. 0 LB
Net Weight 0 LB

Charge ticket

0.00 EACH SITEWORK 0.00 44660.00 0.00 44660.00

44660.00

02/15/05

Taxpayer Identification# 221-760-656/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

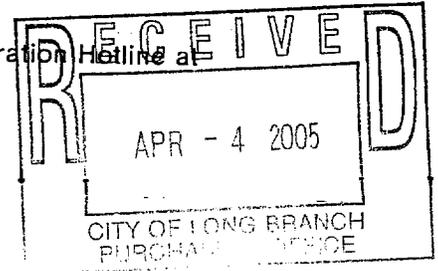
Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.



Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

MAZZA & SONS, INC.

TRADE NAME:

ADDRESS:

3230 SHAFTO RD
TINTON FALLS NJ 07755

SEQUENCE NUMBER:

0102793

EFFECTIVE DATE:

11/04/64

ISSUANCE DATE:

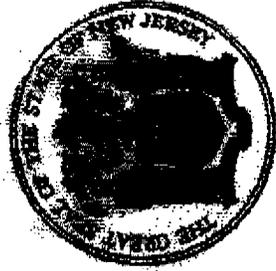
02/15/05

John E. Tully
Director

RM-BRC(08-01)

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

Registration Date: 08/17/2008
Expiration Date: 08/16/2009



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Mazza 2008

Responsible Representative(s):
Dominick J. Mazza, President

Responsible Representative(s):
James F. Mazza, Vice-President



David J. Socolow, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

(REVISED 10/08)

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, 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 nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of

construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain

a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

R# 22-09

**RESOLUTION AUTHORIZING APPOINTMENT
OF CITY AUDITOR**

WHEREAS, the City of Long Branch is required by statute to appoint a Registered Municipal Accountant to conduct an audit of financial statements of the City for the year ending December 31, 2008, and to prepare and file the City's Annual Financial and Debt Statements with New Jersey Department of Community Affairs, Division of Local Government Services; and

WHEREAS, the City, through Fair and Open Process #FO-017-08, has advertised the solicitation of proposals for said services, received and opened in public on December 16, 2008, and the following proposal was received:

Hutchins, Farrell, Meyer & Allison, P.A.

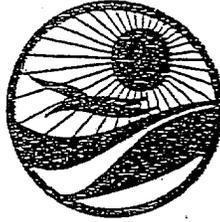
WHEREAS, the proposal was reviewed by the Business Administrator, and it is his recommendation that it is in the City's best interest to appoint Robert W. Allison, CPA, RMA, as City Auditor to perform the audit, and provide additional accounting services as may be required during the 2009 contract year; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and Political Contribution Affidavit will serve as acknowledgement by Hutchins, Farrell, Meyer & Allison that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, this contract is issued as an open-ended contract and during the contract year certification of funds will be provided by issuance of a Purchase Order prior to any work being assigned under the contract, and subject to availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby appoints Robert W. Allison, of the firm of Hutchins, Farrell, Meyer & Allison, as City Auditor to conduct the audit of 2008 financial records, prepare and file the Annual Financial and Debt Statements, prepare and file the Annual Reports with NRMSIRS, and to provide additional accounting services as may be required and assigned during the contract year, in accordance with the request for proposals and contract document annexed hereto.

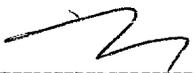
BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said agreement.



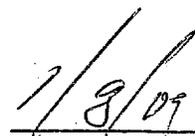
CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA

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



Howard H. Woolley, Jr.
Business Administrator



Date



CITY OF LONG BRANCH
PROPOSAL FOR AUDIT SERVICES
DECEMBER, 2008

Hutchins, Farrell, Meyer & Allison, P.A.
912 Highway 33, Suite 2
Freehold, New Jersey 07728

Contact: Robert W. Allison, CPA, RMA
732/409-0800

December 12, 2008

Hutchins, Farrell, Meyer & Allison, P.A.

Certified Public Accountants • Business & Financial Advisors

Robert H. Hutchins, CPA, CVA
Eugene M. Farrell, CPA, RMA, CFP
Robert W. Allison, CPA, RMA
Alan E. Meyer, CPA/ABV
Joann DiLieto, CPA

Patrice R. Antonucci, CPA
Thomas L. Stetson, CPA

Monmouth County Office

912 Highway 33 • Suite 2
Freehold, NJ 07728
(732) 409-0800
Fax: (732) 866-9312

Ocean County Office

512 Main Street • PO Box 1778
Toms River, NJ 08754
(732) 240-5600
Fax: (732) 505-8358

December 12, 2008

Irene Joline, City Clerk
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

Re: Proposal to Provide Auditing Services

Dear Ms. Joline:

In response to the City of Long Branch's ("City") Request for Proposals, we are pleased to have the opportunity to submit this proposal to serve as independent certified public accountants to audit the financial statements of the City for the year ending December 31, 2008.

Your interests are to retain a firm that will deliver the highest quality services in the most efficient and cost-effective manner possible. Technical qualifications, prior experience in auditing governmental entities, and current knowledge of the still-evolving governmental accounting pronouncements are areas important to the City as it evaluates independent auditors.

SCOPE OF DUTIES

We will perform an audit of the 2008 financial statements of the City in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, and in compliance with the audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

We will also perform a compliance audit of federal funds and state grants for the year ended December 31, 2008 in accordance with federal Office of Management and Budget ("OMB") Circular A-133, the Single Audit Act of 1984, and the New Jersey OMB Circular 04-04.

In addition, we will prepare and file the City's 2008 Annual Debt Statement and Unaudited Annual Financial Statement.

We will also prepare and file the Annual Report with the Nationally Recognized Municipal Securities Information Repositories ("NRMSIRs") and Moody's Investors Service in connection with the City's outstanding bond issues as per SEC Rule 15c2-12.

Finally, we will perform financial work related to our position as independent auditor to the City.

WHY HUTCHINS, FARRELL, MEYER & ALLISON, P.A. IS THE BEST FIRM FOR THIS PROJECT

Our extensive experience in serving local governments in New Jersey has given us the experience, knowledge, and understanding of your service expectations for this project. This knowledge, plus our commitment to provide quality services on a timely and responsive basis, makes us the "right firm to serve the City". Some of the specific reasons why you will benefit most from selecting Hutchins, Farrell, Meyer & Allison, P.A. are summarized below.

Top People

We have selected an unequalled team of experienced government professionals to serve you – people who know how to deliver quality and responsive service and people who are familiar with the scope of this engagement. The key members of our team have "hands-on" experience serving state and local government and understand the City's desire to improve fiscal reporting and the importance of monitoring expenditures for compliance. We guarantee that, in the unlikely event of staff attrition during the period of the engagement, professionals of at least the same level of experience will be available as replacements.

Resources

We have 21 professionals in our New Jersey area practice serving clients which include a number of governmental entities.

We are one of the largest firms in Monmouth and Ocean counties providing accounting and financial advisory services to government and the business community and would confirm that we are financially sound and have sufficient resources to provide the services required by the City of Long Branch.

Training

We are committed to providing continuing education and training to our professional staff as required by Government Auditing Standards, issued by the Comptroller General of the United States.

Our Commitment to You

The City will be a very important client for our firm, and a priority client to our practice. We guarantee that you will receive priority attention. Hutchins, Farrell, Meyer & Allison, P.A. will meet any and all deadlines required as part of this engagement.

Irene Joline, City Clerk
City of Long Branch
December 12, 2008
Page 3

We've Earned the Respect of the Public Sector and the Accounting Community

In today's litigious environment where, for professionals, litigation is the norm rather than the exception, we are proud of our record. Neither Hutchins, Farrell, Meyer & Allison, P.A. nor any of its partners has ever consented to or had a judgment entered in any professional disciplinary proceeding. In addition, neither the firm nor any of its partners has ever been charged in a criminal proceeding involving the firm's professional services.

We have Significant Credentials in the Public Sector

Much of our excellent reputation is the result of having the knowledge and experience to do things right. Our firm incorporates a Big 3 approach and culture at small-firm costs. In addition, many of our staff formerly worked in government in senior operating and executive positions, responsible for making important financial decisions on a day-to-day basis. While all of the people selected for this audit have the appropriate degrees and professional designations, what they also bring to the City is a wealth of practical, hands-on experience in government.

Scope of Services and Professional Fees

We continually strive to keep our fees at the lowest level consistent with the highest professional standards and your requirements for timely service. We are confident that our efficient service approach implemented by our experienced executives will minimize fees.

All major accounting firms offer similar services and have experience serving government. The difference among firms results from the level of their experience, the quality of services delivered, the people who provide the services, and the organizational structure that ensures proper support and the allocation of firm resources. Our depth of experience, our commitment to government and our desire to serve you demonstrate that Hutchins, Farrell, Meyer & Allison, P.A. is the right choice for you.

Our fee for the December 31, 2008 audit and the preparation of the 2008 Annual Debt Statement and Unaudited Annual Financial Statement will be \$77,700.00, and our fee to prepare and file the Annual Report with the NRMSIRs and Moody's Investors Service will be \$1,250.00. Our standard hourly rates used for all of our municipal clients for any additional services required are as follows:

Partner	\$ 145.00
Manager	115.00
Supervisor	90.00
Senior Staff	75.00
Staff	65.00

Irene Joline, City Clerk
City of Long Branch
December 12, 2008
Page 4

The above fees assume that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary as a result of errors, omissions, misstatements, or other inadequacies in the financial records or as a result of a discovery of material weaknesses in the internal control, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additionally, should the Division of Local Government Services impose additional auditing requirements which would require us to expand our engagement beyond the procedures and tests presently contemplated, we will advise you in writing of any such circumstance that would require us to seek an adjustment of the fees listed above.

In short, we are offering the City a reputation that is untarnished, services that are exemplary, professionals that have outstanding experience and credentials in government and the profession, and a commitment to the public sector that is unmatched in the accounting community.

Further information concerning firm background and related experience and the client service team to serve you are presented in the accompanying pages.

We trust that the information provided is responsive to your request. Should you require any further information, please contact me at 732/409-0800.

Very truly yours,

HUTCHINS, FARRELL, MEYER & ALLISON, P.A.



Robert W. Allison

RWA:jad

TABLE OF CONTENTS

Executive Summary

	<u>Page No.</u>
Profile of Hutchins, Farrell, Meyer & Allison, P.A.	1
Experience	5
Personnel Assigned to Audit	7
References	9
Facilities	10
Prior Experience	11
Cost Proposal	12
Peer Review	Exhibit A
Certificate of Employee Information Report	Exhibit B
Business Registration Certificate	Exhibit C
Certificate of Insurance	Exhibit D
Document Submission List	Exhibit E
Non-Collusion Affidavit	Exhibit F
Stockholder Disclosure Certification	Exhibit G
Affirmative Action Questionnaire	Exhibit H

EXECUTIVE SUMMARY

This proposal discusses our approach to the City's audit. In reviewing our proposal, we ask you to consider the following points which distinguish Hutchins, Farrell, Meyer & Allison, P.A. from "the pack" and demonstrate why we are your best choice to conduct the audit of the City of Long Branch:

- In today's litigious environment where, for professionals, litigation is the norm rather than the exception, we are proud of our record. Neither Hutchins, Farrell, Meyer & Allison, P.A. nor any of its principals had ever consented to or had a judgment entered in any professional disciplinary proceeding. **In addition, neither the firm nor any of its principals has ever been charged in a criminal proceeding involving the firm's professional services.**
- Much of our excellent reputation is the result of having the knowledge and experience to do things right. **Our firm incorporates a Big 3 approach and culture at small firm costs and hourly billing rates.** In addition, many of our staff formerly worked in the public and private sector in senior operating and executive positions, responsible for making important financial decisions on a day-to-day basis. While all of the people selected for this audit have the appropriate degrees and professional designations, what they also bring to the City is a wealth of practical, hands-on experience.
- We are not just interested in the clients we serve; we are committed to the public sector. We like the business of government, not-for-profits and education. **Hutchins, Farrell, Meyer & Allison, P.A. frequently provides CPE seminars for the New Jersey Government Finance Officers' Association.**
- **Our Peer Review has always resulted in an unqualified "clean" opinion.** We urge the City to carefully review the Quality or Peer Reviews of all proposing firms as this can help distinguish one firm from another.
- Principals in our firm have served various steering committees in addressing the everyday problems confronting government and education. **Eugene M. Farrell, principal, is the past-President of the Registered Municipal Accountants' Association of New Jersey, the past-Chairman of the New Jersey Society of Certified Public Accountants' Governmental Accounting and Auditing Committee, and a past-Trustee of the New Jersey Society of Certified Public Accountants. Mr. Farrell was instrumental in assisting the state in their deliberations on the implementation of Governmental Accounting Standards Board ("GASB") Statement No. 34.**
- All professional staff have met and, in most cases, have exceeded the CPE requirements mandated by the American Institute of Certified Public Accountants ("AICPA"), the New Jersey Society of Certified Public Accountants ("NJSCPA"), and the single audit standards set by the "Yellow Book". Hutchins, Farrell, Meyer & Allison, P.A. is qualified by the State of New Jersey to give CPE instruction.

- We are more than auditors – Hutchins, Farrell, Meyer & Allison, P.A. can provide clients with services related to Information Technology, Financial Advisory, and Operational Reviews.

In short, we are offering the City of Long Branch the opportunity to retain a firm with a reputation that is untarnished, services that are exemplary, professionals that have outstanding experience and credentials in not-for-profits and the profession, and a commitment to the public sector that is unmatched in the accounting community.

Further information concerning firm background and related experience and the client service team to serve you are presented in the accompanying pages.

PROFILE OF HUTCHINS, FARRELL, MEYER & ALLISON, P.A.

1. Background of Local Organization

At Hutchins, Farrell, Meyer & Allison, P.A. our primary concern is and always has been providing outstanding auditing services to our clients. We are proud of the high quality of our accounting and tax services, which are the main reasons why our clients have selected us and continue to retain our services.

Members of our firm have achieved records of outstanding contributions to the accounting profession. We believe our participation in the organized activities of the accounting profession is an important resource in our capacity to serve our clients. Through such participation we, as a firm, and our partners, individually, have played key roles in the refinement of techniques, the innovations and the progress of our profession for the benefit of the clients we serve.

We take pride in the fact our firm has not been involved in any litigation related to our accounting work. In addition, we are committed to quality auditing which is reflected in our latest peer review.

2. Background of the Firm

How We Are Organized

Hutchins, Farrell, Meyer & Allison, P.A. is a professional corporation with four Principals who are responsible for the administration of the firm's practice and for the overall coordination and supervision of specific client engagements. The firm as a whole is administered by a Managing Partner, with policy direction from the Principals.

Sharing many of the responsibilities of our Principals are Managers. Managers assist Principals on large engagements and are responsible for the complete coordination and supervision of a number of other engagements. Like our Principals, they spend a good deal of their time consulting with the senior executives of client organizations and providing advice on important financial, tax or management matters.

Because of this close relation with both the client and the staff, the Manager functions as a vital communications link between and among the client, the partner in charge, the staff members and the firm's tax and management services personnel.

The Manager in turn relies heavily on his/her seniors for the detailed planning, programming and scheduling of each engagement, and for the supervision of staff assistants in carrying out the various parts of the engagement and drafting reports.

3. Other Services

A. Information Technology

Hutchins, Farrell, Meyer & Allison, P.A. has contacts with several leading technology firms, as well as their own internal technical experts, and can therefore offer technology infrastructure audits/evaluations, technology business plans, and assistance in the implementation of such plans.

B. Financial Advisors

The purpose of a financial advisor, in a financing transaction, is to assist the client undertaking the process of a financing and to provide consulting services through the actual execution of the financing. **We have served as financial advisor in the public offering of debt for many of our clients.**

In addition, we have assisted our clients in devising investment strategies to maximize investment income.

C. Operational Reviews

Hutchins, Farrell, Meyer & Allison, P.A. has undertaken many different types of reviews for a large cross-section of clients and has the ability and experience to perform any type of operational review required by our clients.

4. Experience

This section presents the background and experience which uniquely qualify to provide professional services to our clients. The qualifications of the firm are demonstrated by examples of prior engagements of similar nature and complexity.

The Qualities That Distinguish Hutchins, Farrell, Meyer & Allison, P.A.

Viewed from the outside, the similarities between one public accounting firm and another may seem more striking than the differences. The majority of CPA firms provide essentially the same kinds of services, each of them enjoys a diverse clientele, and most of them can point to an impressive record of growth. On closer examination; however, there are some significant differences. In this section of our proposal, we attempt to identify those qualities which, in our view, distinguish Hutchins, Farrell, Meyer & Allison, P.A. from other accounting firms.

A. We are, first and foremost, Auditors

In Hutchins, Farrell, Meyer & Allison, P.A. our primary concern is, and always has been, providing outstanding audit services to our clients. Although we are proud of the high quality of our accounting and our tax services, we recognize that the main reason our clients have selected us, and the main reason they continue to retain us, is the quality, reliability and responsiveness to client needs of our audit organization.

B. We are Leaders in our Profession

Our partners have achieved a record of outstanding contributions to the accounting profession. We believe that our participation in the organized activities of the accounting profession is an important resource in our capacity to serve our clients. Through such participation, we as a firm, and our partners individually, have played a key role in the refinement of techniques, the innovations and the progress of our profession, for the benefit of the clients we serve.

C. Staff Training

All professional staff have met and, in most cases, have exceeded the CPE requirements mandated by the American Institute of Certified Public Accountants ("AICPA"), the New Jersey Society of Certified Public Accountants ("NJSCPA"), and the single audit standards set by the "Yellow Book". Hutchins, Farrell, Meyer & Allison, P.A. is qualified by the State of New Jersey to give CPE instruction.

D. Peer Review

Hutchins, Farrell, Meyer & Allison, P.A. is proud of its recent unqualified Peer Review Opinion (Exhibit A). Hutchins, Farrell, Meyer & Allison, P.A. is a member of the AICPA's Private Companies Practice Section which required voluntary Peer Review before Quality Reviews were mandated.

Hutchins, Farrell, Meyer & Allison, P.A.'s Peer Reviews have always resulted in an unqualified, "clean" opinion.

E. Our reputation for quality work is unsurpassed

In these days of increasing challenge and risk for clients and the CPA firms that serve them, we are glad that our commitment to quality auditing has included emphasis on field work and aspects of the audit function related to identification and understanding of the facts. We believe that placing responsibility on each professional contributes substantially to the care that our professionals exercise in the performance of their work.

Following are some of the basic elements of our approach to maintaining a high level of quality in the work performed by our offices:

- A system has been devised and implemented whereby every engagement is subject to an independent technical review, prior to the issuance of our report, of certain aspects of the engagement and of the report itself, to assure compliance with our professional standards and, with the technical requirements of various regulatory agencies.
- The firm has an extensive library of manuals which provide professional and technical guidance and express the firm's policies, preferences and standards in auditing, reporting and a number of other areas.
- Our personnel education programs are designed to provide appropriate education and training for all Hutchins, Farrell, Meyer & Allison, P.A. people, from our partners to newly-hired staff.
- A critical evaluation of our professional staff, our techniques and approaches and our services in general is elicited from clients to provide us with objective appraisals of the quality of our people and our services and to identify opportunities for improvement.
- Recognizing that prudence and care in the acceptance and retention of clients are essential to maintaining the quality of our practice, it is our policy to carefully review each prospective client before accepting an engagement. Responsibility for this review rests with the Managing Partner.

EXPERIENCE

Our partners and professionals have performed auditing and financial advisory services for the following government clients since 2000:

Authorities

South Jersey Transportation
Monmouth County Improvement
Ocean County Utilities*
Township of Neptune Sewerage*
Berkeley Township Sewerage
Old Bridge Municipal Utilities
North East Monmouth County
Regional Sewerage
Jackson Municipal Utilities*

Atlantic County Utilities*
Atlantic County Improvement*
Lacey Municipal Utilities
Stafford Municipal Utilities
Berkeley Township Municipal Utilities
Berkeley Township Municipal Utilities
Southern Monmouth Regional
Sewerage
Stony Brook Regional Sewerage*

Counties and Municipalities

Atlantic County
Monmouth County*
City of Asbury Park
City of Long Branch*
Borough of Lake Como*
Borough of Tuckerton
Borough of Englishtown*
Borough of Rumson*
Borough of Seaside Heights
Borough of Lavallette
Borough of Frenchtown
Borough of Fair Haven*
Borough of Little Silver*
Borough of Harvey Cedars*
Borough of Shrewsbury*
Borough of Point Pleasant Beach
Borough of Spring Lake Heights*
Borough of Jamesburg*
Borough of Atlantic Highlands*
Borough of Tinton Falls*

Township of Wall*
Township of Hazlet*
Township of Brick*
Township of Ocean (Waretown)*
Township of South Orange Village
Township of Lacey*
Township of Stafford*
Township of Old Bridge
Township of Howell
Township of Neptune
Township of Marlboro*
Township of Eagleswood*
Township of Toms River*
Township of Colts Neck*
Township of Manalapan*

School Districts

Rahway Board of Education
Sea Bright Board of Education*
Fair Haven Board of Education
Oceanport Board of Education
Red Bank Board of Education*
Roosevelt Board of Education*
Rumson Board of Education*
Ocean Gate Board of Education*
Hazlet Board of Education*
Millstone Board of Education
Bradley Beach Board of Education*
Matawan-Aberdeen Regional SD
Mercer County Special Services SD*

Milltown Board of Education*
Eatontown Board of Education*
Lakewood Board of Education
Red Bank Regional School District*
Holmdel Board of Education*
Sayreville Board of Education
Spring Lake Heights BOE*
Shore Regional High School District*
Avon Board of Education
Rumson/Fair Haven Reg. School Dist.*
Asbury Park Board of Education
Mercer County Area VoTech*

* Current Client

PERSONNEL ASSIGNED TO AUDIT

Robert W. Allison, Engagement Partner

Robert W. Allison, CPA, RMA, graduated from Providence College in Providence, Rhode Island. Mr. Allison is a member of the American Institute of Certified Public Accountants, the New Jersey Society of Certified Public Accountants and an Associate Member of the Monmouth County School Business Officials. Mr. Allison is also a past-Chairman of the Western Monmouth County YMCA and a past-President of the United Way of Monmouth County. Mr. Allison also serves as Financial Advisor to New Jersey SHARES, Inc., a statewide, not-for-profit Fuel Fund.

Mr. Allison has served as the Engagement Partner for the City of Long Branch audit for the past 14 years.

Mr. Allison is the in-charge auditor for the firm's school district and not-for-profit clients. Mr. Allison has provided litigation support to school districts in instances of employee misappropriation of funds. Mr. Allison has received a Certificate in Achievement from the AICPA in Personal Financial Planning and has lectured on various accounting and financial issues, including the impact of GASB 34 on school districts.

Mr. Allison's responsibilities have included operational reviews, grant monitoring procedures, budget strategies, computerization of financial records, fixed asset reporting, preparation of official statements, training and development of accounting procedures manuals, and assistance in the development of internal controls.

Mr. Allison has served as Financial Advisor for school districts and municipalities.

Eugene M. Farrell, Colleague Partner

Eugene M. Farrell, CPA, RMA received a Bachelor of Science Degree in Accounting from Fairleigh Dickenson University in Teaneck. Prior to joining Hutchins, Farrell, Meyer & Allison, P.A., Mr. Farrell was a senior manager with Ernst & Young. He was responsible for the supervision and completion of all local government activities at Ernst & Young. Mr. Farrell was in charge of the accounting and budgeting education courses at Ernst & Young, for municipalities, authorities and school districts which included the implementation of firm single audit guidelines.

Mr. Farrell has broad experience in government as an auditor for school districts, authorities, municipal and county governments and as a comptroller for a large city in New Jersey. In addition, Mr. Farrell was responsible for maintaining the financial records for a large retail operation encompassing over 600 stores.

Mr. Farrell's responsibilities have included operational reviews, grant monitoring procedures, labor negotiations, budget strategies, computerization of financial records, fixed asset reporting, preparation of official statements, training and development of accounting procedures manuals, assistance in the development of internal controls and developing a forecast for a tipping fee model for a landfill operation.

Mr. Farrell was instrumental in assisting the State of New Jersey in their deliberations on the implementation of Governmental Accounting Standards Board ("GASB") No. 34.

Mr. Farrell is a Certified Public Accountant, Registered Municipal Accountant, Certified Financial Planner, and licensed Public School Accountant. He is a past-Trustee of the New Jersey Society of Certified Public Accountants and the past-Chairman of the Society's Governmental Accounting and Auditing Committee. Mr. Farrell is also a past-President of the Registered Municipal Accountants Association of New Jersey. He is also a member of the American Institute of Certified Public Accountants, International Board of Standards and Practices for Certified Financial Planners, and an adjunct instructor for Rutgers University.

Patrice R. Antonucci, Manager

Patrice R. Antonucci, CPA, graduated from Kean University, Union, New Jersey.

Ms. Antonucci is a member of the American Institute of Certified Public Accountants and of the New Jersey Society of Certified Public Accountants. She has been actively involved in the audits of municipalities and school districts for several years.

Jennifer DiMeola, Senior Staff

Jennifer DiMeola graduated from the Richard Stockton College of New Jersey and has six years' experience in auditing municipalities and school districts.

David Faloba, Staff

David Faloba graduated from Kutztown University, Pennsylvania and has experience in auditing municipalities and school districts.

We have attached a copy of our current Certificate of Employee Information Report as it relates to affirmative action.

REFERENCES

The following individuals can be contacted to provide references on work we have performed for their municipalities:

Ulrich Steinberg, CFO
(Former Director, Division of Local Government Services)
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746
Tel: 732/536-0200

Lynn Marie Gale, CFO
Borough of Little Silver
480 Prospect Avenue
Little Silver, NJ 07739
Tel: 732/842-2400

Helen Graves, CFO
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Tel: 732/842-3300

Denise Jawidzik, CFO
Borough of Jamesburg
131 Perrineville Road
Jamesburg, NJ 08831
Tel: 732/521-2222

FACILITIES

Hutchins, Farrell, Meyer & Allison, P.A., a local certified public accounting, auditing and financial advisory firm, provides professional services to a wide variety of clients.

We maintain offices in both Monmouth and Ocean Counties in order to better serve our clients based in those respective counties. Our Monmouth County office is located at 912 Highway 33, Suite 2, Freehold, New Jersey 07728, telephone 732/409-0800, and our Ocean County office is located at 512 Main Street, Toms River, New Jersey 08753; telephone 732/240-5600.

Our firm has served the New Jersey area over a number of years and has maintained a strong local identity. All partners have served New Jersey governments not only as auditors but also as members of organizations within government. They bring with them over fifty years of experience in government and are committed to serve New Jersey government. Today, Hutchins, Farrell, Meyer & Allison, P.A. has a total complement of 21 professional personnel, all of whom perform audits, and 11 of whom are Certified Public Accountants.

Because of our experience in performing multiple, diverse municipal audits over the years, we are able to confirm that the audit of the City of Long Branch for the year ended December 31, 2008 will be performed in a timely fashion.

PRIOR EXPERIENCE

Hutchins, Farrell, Meyer & Allison, P.A. has served as auditor to the City of Long Branch for the past 14 years.

During this time, the firm has also served as financial advisor to the City in its 2006 and 2007 Bond Sales, performed operational reviews, and performed financial work related to the position of auditor to the City.

COST PROPOSAL

We continually strive to keep our fees at the lowest level consistent with the highest professional standards and your requirements for timely service. We are confident that our efficient service approach implemented by our experienced executives will minimize fees.

All major accounting firms offer similar services and have experience serving government. The difference among firms results from the level of their experience, the quality of services delivered, the people who provide the services, and the organizational structure that ensures proper support and the allocation of firm resources. Our depth of experience, our commitment to government and our desire to serve you demonstrate that Hutchins, Farrell, Meyer & Allison, P.A. is the right choice for you.

Our all-inclusive maximum price to perform the previously-described audit services for the year ended December 31, 2008 for the City will be \$77,700.00, and our fee to prepare and file the Annual Report with the NRMSIRs and Moody's Investors Service will be \$1,250.00.

If any additional work is required to be performed, our standard hourly rates are as follows:

Partner	\$ 145.00
Manager	115.00
Supervisor	90.00
Senior Staff	75.00
Staff	65.00

The above fee assumes that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary as a result of errors, omissions, misstatements, or other inadequacies in the financial records or as a result of a discovery of material weaknesses in the internal control, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additionally, should the Division of Local Government Services impose additional auditing requirements which would require us to expand our engagement beyond the procedures and tests presently contemplated, we will advise you in writing of any such circumstance that would require us to seek an adjustment of the fee listed above.

As stated in the Work Plan section of this proposal, we will utilize the institutional resources and staff to contain the costs of the audit.

FRICKE & ASSOCIATES, P.C.

Certified Public Accountants

Exhibit A

2344 Perimeter Park Drive - Suite 100
Atlanta, Georgia 30341
(770) 216-2226 • Fax (770) 216-2227
www.frickecpa.com

December 7, 2005

To the Owners
Hutchins, Farrell, Meyer & Allison, P.A.

We have reviewed the system of quality control for the accounting and auditing practice of Hutchins, Farrell, Meyer & Allison, P.A. (the firm) in effect for the year ended June 30, 2005. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, audits of Employee Benefit Plans. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Hutchins, Farrell, Meyer & Allison, P.A. in effect for the year ended June 30, 2005, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Fricke & Associates, P.C.

Fricke & Associates, P.C.



Member American Institute of Certified Public Accountants and Georgia Society of Certified Public Accountants

Certification 6836

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 st sec. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAR-2006~~ **15-MAR-2013**

HUTCHINS, FARRELL, MEYER & ALLISON, P.A.
512 MAIN STREET, PO BOX 1778
TOMS RIVER NJ 08754



Bradley Abela

Acting State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 232
TRENTON, NJ 08646-0232

TAXPAYER NAME:
HUTCHINS, FARRELL MEYER & ALLISON, APR

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-263-877-000

SEQUENCE NUMBER:
0082135

ADDRESS:
512 MAIN ST
TOMS RIVER NJ 08753

ISSUANCE DATE:
08/30/04

EFFECTIVE DATE:
03/21/93

[Signature]
Acting Director

FORM-BRC(08-04)

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

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/15/2008	
PRODUCER (732) 367-6680 FAX: (732) 367-6658 MANBERRY INSURANCE AGENCY INC. 126 HIGHWAY 9 SOUTH WELL PLAZA SHOPPING CENTER WELL NJ 07731		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.	
PRODUCED HUTCHINS, MEYER, FARRELL, & ALLSTON, PA PO BOX 1778 TOMS RIVER, NJ 08753			
INSURERS AFFORDING COVERAGE			NAIC #
INSURER A: Fitchburg Mutual F&C			13943
INSURER B:			
INSURER C:			
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.

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED/NON-OWNED AUTO GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	V0300862	R/27/2008	8/27/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	0001417	8/27/2008	8/27/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WEFM0115	8/16/2008	8/16/2009	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
	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 DAWN RODRIGUEZ/JIM2

CORP. CERTIFICATE OF LIABILITY INSURANCE

CSR #
EUTC06

DATE (MM/DD/YYYY)
02/04/08

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.

-Accountants
Delaware Ave., Ste. 1700
Wilmington DE 19801
Tel: 302-658-8000

INSURERS AFFORDING COVERAGE

NAIC #

20443

INSURER A: Continental Casualty (NJ) (001)

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Hutchins, Farrell, Meyer
& Allison, PA
512 Main Street, PO Box 1778
Toms River NJ 08754

COVERAGE: 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 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.

DDO / SRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WS STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER Accountants Professional Liab.	APL275313290	02/01/08	02/01/09	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Accountants Professional Liability "claims made" limits of liability \$1,000,000/\$2,000,000, subject to a \$10,000 each and every claim deductible.
 All Prior Acts Protection Applies.

CANCELLATION

CERTIFICATE HOLDER: FORINSU

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

AUTHORIZED REPRESENTATIVE: Steven C. Taylor

© ACCORD CORPORATION 1508

**CITY OF LONG BRANCH
DOCUMENT SUBMISSION CHECKLIST**

REQUIRED

**READ, SIGNED
& SUBMITTED**

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

REVIEWED

- | | | |
|-----|--|-------------------------------------|
| Yes | MANDATORY AFFIRMATIVE ACTION LANGUAGE | <input checked="" type="checkbox"/> |
| Yes | AMERICANS WITH DISABILITIES ACT OF 1990 | <input checked="" type="checkbox"/> |
| Yes | N. J. BUSINESS REGISTRATION REQUIREMENTS | <input checked="" type="checkbox"/> |
| Yes | LONG BRANCH PAY TO PLAY ORDINANCE | <input checked="" type="checkbox"/> |

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

I, Robert W. Allison residing in the Borough of Bradley Beach
(name of municipality)

in the County of Monmouth and State of New Jersey of full age,

being duly sworn according to law on my oath dispose and say that:

I, am a shareholder of the firm of Hutchins, Farrell, Meyer & Allison, P.A.
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled 2009 Annual Contract for Appointment of
(title of bid proposal)
City Auditor, and that I executed the said proposal with full authority to do so,

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

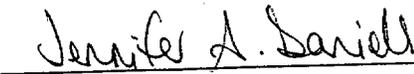
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Subscribed and sworn to
before me this day

December 12, 2008



(signature of affiant)



(signature of notary)

My Commission expires:

JENNIFER A. DANIELS
A Notary Public of New Jersey
My Commission Expires 2/27/2010

STOCKHOLDER DISCLOSURE CERTIFICATION

If bidder is a Sole Proprietorship, check here _____
And do not complete this statement.

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, of the State of New Jersey, declares and submits this Statement of Ownership.

Bidder is:

Partnership () Limited Partnership () Corporation () Limited Liability Corporation ()
Limited Liability Partnership () Sub-Chapter S Corporation (X) Corporation-Other ()

X 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. (Use additional sheets in this format if necessary.)

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

Stockholder/Partner

Name Robert H. Hutchins
Home Address 1905 3rd Avenue
Spring Lake, NJ 07762

Name Eugene M. Farrell
Home Address 15 Oakland Road
Old Bridge, NJ 08857

Name Robert W. Allison
Home Address 2 Main Street, #205
Bradley Beach, NJ 07720

Name Joann DiLieto
Home Address 1905 3rd Avenue
Spring Lake, NJ 07762

Name _____
Home Address _____

Name _____
Home Address _____

(If a corporation or partnership is shown as an owner of 10% or more stock, you must attach a Stockholder Disclosure form for that corporation/partnership.)

THIS FORM MUST BE INCLUDED WITH BID SUBMISSION.

Subscribed and sworn
Before me this day

December 12, 2008
Jennifer A. Daniels
Notary Public

My commission expires:
JENNIFER A. DANIELS
A Notary Public of New Jersey
My Commission Expires 2/27/2010

[Signature]
(Signature of Officer/Owner)

Robert W. Allison, Shareholder
(Name and Title)

(CORPORATE SEAL)

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

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

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

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

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

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

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

The following questions must be answered by all bidders:

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

Yes No If yes, please submit copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?

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

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

COMPANY: Hutchins, Farrell, Meyer & Allison, P.A.

SIGNATURE: 

TITLE: Shareholder

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

CITY OF LONG BRANCH
Request for Proposals
For Professional Service Contract

Notice is hereby given that, in accordance with N.J.S.A. 19:44A-20.5, et seq, the City of Long Branch, County of Monmouth, State of New Jersey, through a fair and open process, is requesting sealed proposals/submissions for the following Professional Service(s):

Notice #FO-017-08

Date of Receipt of Proposal: December 16, 2008, at 2 pm prevailing time

Proposal for: 2009 Annual Contract for Appointment of City Auditor, and other Accounting and/or Auditing Services

Proposal/Submission packages are available at the Purchasing Office, 344 Broadway, Long Branch, NJ during normal business hours, or by calling 732-571-5656, or fax request to 732-222-1516. Sample proposal/submission package is also on file viewing in the Office of the City Clerk.

Proposal/Submissions will be publicly opened and read by the Purchasing Agent, or designated representative, at Long Branch Municipal Building, Council Caucus Room, Second Floor, 344 Broadway, Long Branch, NJ, on the date and time noted above. Firms unable to be present for the opening of proposals may mail proposal package to the attention of the City Clerk at the above address. Proposals cannot be faxed or emailed.

Professional service contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq, and N.J.A.C. 17:27 et seq., PL 2004, c.19, and Long Branch Pay to Play Ordinance #18-05.

Prior to award of the contract, the successful contractor will be required to provide their Affirmative Action documentation and New Jersey Business Registration (Form NJ BUS REG). Successful contractor will also be required to comply with NJ Elections Laws relative to campaign funding limits, and with Long Branch Pay to Play Ordinance.

Proposals will be reviewed and award of the contract will be based upon the following criteria:

- Experience and reputation of the firm in providing New Jersey municipal financial auditing and accounting services.
- Qualifications of the individuals who will perform the required services, and their respective participation.
- Experience of the individuals as it relates to the particular expertise required to perform the contract.
- Ability of the firm to perform the services on a timely basis, including staffing and asset allocation, and familiarity with the subject matter.
- Experience with or specific knowledge of the City of Long Branch as it pertains to this contract.
- References from other municipal clients
- Cost consideration, including, but not limited to, fees and/or fee schedule to be charged, fees paid by public entities of similar size and make-up for comparable level of services, and, if applicable, cost that would be incurred by the City to contract with a new firm (i.e. estimated cost for current firm to review and close out all files, and new firm to review and get up to speed on all open files).

Request for Qualifications for 2009 Appointment of City Auditor

The City of Long Branch is requesting qualifications from accountants, licensed as a Registered Municipal Accountant by State of New Jersey, to conduct an audit of financial records of the City for the calendar year ending December 31, 2008, in accordance with New Jersey statutory requirements. The auditor will be required to prepare and file the City's Annual Financial Statement and Annual Debt Statement with the New Jersey Department of Community Affairs, Division of Local Government Services. The firm will also be required to prepare and file the Annual Report with Nationally Recognized Municipal Securities Information Repositories (NRMSIRs) and Moody's Investors Service, in connection with outstanding bond issues as per SEC Rule 15c2-12. Additionally, the successful firm may be required to perform additional accounting and/or auditing services as may be required by the City during the term of the contract.

Qualifications submission must include all of the following:

1. Name of individual with RMA license applying for appointment as auditor
2. Name, address, phone and fax number of firm (if multiple office sites, list all, and indicate corporate office).
3. Biography or history of the firm.
4. List of principals and/or partners of the firm.
5. List of personnel that would be assigned to Long Branch audit, including a summary of their educations, licenses, qualifications, expertise and experience as it relates to the services the City requires.
6. List of References from at least three municipalities for which firm has provided similar services, including name, address, phone and contact information.
7. Provide prior experience, if any, the firm may have in providing services to the City of Long Branch, and in what capacity.
8. List of municipalities currently under contract with the firm.

9. Cost Proposal:

- Provide a Lump Sum Fee for audit of 2008 financial records, and preparation and filing of Financial and Debt Statements as outlined in the paragraph above and in accordance with New Jersey statutes, rules and regulations regarding annual audit of municipal records.
- Provide a separate Lump Sum Fee for preparation and filing of the "NRMSIRs".
- Provide a fee schedule by name and title of the personnel that would be assigned to perform any accounting/auditing services that may be required by the City during the term of the contract.

10. Copy of current Certificate of Insurance for Professional Liability Coverage.

One original and nine photocopies of the submission package must be submitted to the City for consideration. In addition to the above required information, firms must provide all documents indicated on the Submission Package Check List. Failure to provide all required documents may result in the proposal not being considered.

Additional Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the 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.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 (REVISED 10/08)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Long Branch, New Jersey
ORDINANCE NO. 18-05

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, that Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly," which was adopted on May 10, 2005, is hereby amended and supplemented as follows:

SECTION 1

Prohibition on Awarding Professional Contracts to Certain Contributors

- (a) The City of Long Branch shall not enter into an agreement for professional services with any individual and/or professional business entity if that individual or entity has solicited or made any contribution of money or pledge of a contribution including in-kind contributions, to a campaign of any City of Long Branch candidate for Council or Mayor, in excess of the threshold specified in subsection (d) of this Section within one calendar year immediately preceding the date of the contract or agreement unless cured pursuant to Section 3. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions made during the applicable time period to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (b) No professional business entity which enters into negotiations for, or agrees to, any contract or agreement with the municipality or any department or agency thereof or any of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any City of Long Branch

candidate or holder of public office having ultimate responsibility for the award of the contract, in excess of the amount set forth herein. This Section is to include any and all professionals who provide political contributions to any candidate for an office whether or not that candidate is presently in office or seeks office. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.

- (c) For purpose of this ordinance, a "professional business entity" seeking a public contract means an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
- (d) Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of five hundred dollars (\$500.00) per candidate for Mayor and/or Council Member on an annual basis whether or not that individual has a professional services contract in place or not to the maximum extent of three thousand dollars (\$3,000) per annum per business entity. This section shall apply to any presently sitting Councilperson and/or the Mayor of the City of Long Branch and shall also apply to any individual who seeks to run for the office of Council person and/or Mayor of the City of Long Branch.
 - (i) Any individual that owns less than ten (10%) percent of a professional business entity which contracts with the City of Long Branch shall not be treated as a part of that entity.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Long Branch, if the contract requires approval or appropriation from the Council.
 - (2) The Mayor of the City of Long Branch, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2 **Contributions Made Prior to Effective Date**

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

SECTION 3 **Penalty**

- (a) All City of Long Branch professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b) or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.
- (b) Any professional business entity as defined in Section 1(c) and (d) who knowingly fails to reveal a contribution made in violation of this Act, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be subjected to a fine in the sum of \$2,500 so far as the first offense and for any second offense, shall be disqualified from eligibility for future City of Long Branch contracts for a period of four calendar years from the date of the violation.
- (c) There shall be no breach of contract in the event a contribution is questioned and as a result of the questioning of the contribution the individual and/or business entity who makes the contribution requests that the contribution be returned by the campaign committee, the candidate or the political action committee to whom such contribution was made. In the event of any disputes as to whether or not a campaign contribution is proper the matter shall be submitted to arbitration before a retired Judge of the Superior Court of New Jersey.

SECTION 4

Reporting Requirements

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

SECTION 5

Severability

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

SECTION 6

Effective Date

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

SECTION 7

Repealer

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

Introduced: 6/14/05

Adopted: 6/28/05