

RESOLUTIONS ADOPTED BY CITY COUNCIL 2-24-15

R38-15 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN INTERLOCAL AGREEMENT FOR ANIMAL CONTROL WITH THE TOWNSHIP OF OCEAN FOR THE CALENDAR YEAR 2015

R39-15 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN INTERLOCAL AGREEMENT FOR ANIMAL CONTROL WITH THE BOROUGH OF DEAL FOR THE CALENDAR YEAR 2015

R40-15 RESOLUTION AUTHORIZING 2015 ANNUAL CONTRACT FOR VETERINARY SERVICES (DR. RAYMOND N SMITH, DVM, OF LONG BRANCH ANIMAL HOSPITAL)

R41-15 RESOLUTION AUTHORIZING INTERLOCAL SERVICES AGREEMENT WITH THE MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR A LEAD PAINT ANALYZER INSTRUMENT

R42-15 RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF MONMOUTH

R43-15 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT WITH LOCAL 152

R44-15 RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS II OFFICERS FOR THE CITY OF LONG BRANCH

R45-15 RESOLUTION 2015 EMERGENCY TEMPORARY APPROPRIATIONS

R46-15 RESOLUTION RELEASING GUARANTEES (MONMOUTH UNIVERSITY)

R47-15 RESOLUTION RELEASING APPLICATION ESCROW DEPOSIT (BLOCK 22.01LOT 31)

R48-15 RESOLUTION BEACH LOCKERS (**REMOVED**)

R49-15 RESOLUTION AWARDING CONTRACT FOR ANIMAL SHELTER SERVICES (MONMOUTH COUNTY SPCA)

R50-15 RESOLUTION APPROVAL PAYMENT OF BILLS

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO
ENTER INTO AN INTERLOCAL AGREEMENT FOR ANIMAL
CONTROL WITH THE TOWNSHIP OF OCEAN FOR THE
CALENDAR YEAR 2015**

WHEREAS, the City of Long Branch previously entered into Interlocal Services Agreements with the Township of Ocean for the provision of animal control services for prior calendar years; and

WHEREAS, David Roach, Health Officer, has recommended that the City continue to obtain animal control services by way of an Interlocal Services Agreement with the Township of Ocean for the calendar year 2015, with an increase of \$ 6,000 for the year 2015 reflecting costs to the City's Health Department, thus bring the total amount of the Agreement to \$ 58,000.00 per year, representing quarterly payments of \$14,500.00; and

WHEREAS, entering into an Interlocal Service Agreement with the Township of Ocean for animal control services, is in the best interest of the citizens of the City:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Mayor to enter into an Interlocal Shared Services Agreement with the **Township of Ocean**, for the provision of a animal control services for the calendar year 2015 in the form annexed hereto, as well as any and all additional documents that are require to effectuate the purpose of this resolution and the agreement.

OFFERED: Billing
SECOND: Patrone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-24-15
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 27 DAY OF Feb 2015
Kathy L. Schmid
MUNICIPAL CLERK, L.M.C.

AGREEMENT

THIS AGREEMENT MADE THIS DAY OF ,

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 2015; 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 2015 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 \$58,000 per year with quarterly payments of \$14,500.
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 designated 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

KATHY L. SCHMELZ, CITY CLERK

ADAM SCHNEIDER, MAYOR

Attested By:

TOWNSHIP OF OCEAN

CLERK

MAYOR

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO
ENTER INTO AN INTERLOCAL AGREEMENT FOR ANIMAL
CONTROL WITH THE BOROUGH OF DEAL FOR THE
CALENDAR YEAR 2015**

WHEREAS, the City of Long Branch previously entered into Interlocal Services Agreements with the Borough of Deal for the provision of animal control services for prior calendar years; and

WHEREAS, David Roach, Health Officer, has recommended that the City continue to obtain animal control services by way of an Interlocal Services Agreement with the Borough of Deal for the calendar year 2015, with an increase of \$ 1,000 for the year 2015 reflecting costs to the City's Health Department, thus bring the total amount of the Agreement to \$ 6,500.00 per year, representing quarterly payments of \$1,625.00; and

WHEREAS, entering into an Interlocal Service Agreement with the Borough of Deal for animal control services, is in the best interest of the citizens of the City:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Mayor to enter into an Interlocal Shared Services Agreement with the **Borough of Deal**, for the provision of a animal control services for the calendar year 2015 in the form annexed hereto, as well as any and all additional documents that are require to effectuate the purpose of this resolution and the agreement.

OFFERED: Billings
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-24-15
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 15th DAY OF Feb 2015
Kathy L. Schmid
MUNICIPAL CLERK, R.N.C.

AGREEMENT

THIS AGREEMENT MADE THIS DAY OF,

BETWEEN:

THE BOROUGH OF DEAL, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, WITH OFFICES LOCATED AT 190 NORWOOD AVE, DEAL, NEW JERSEY 07723 (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 Deal is desirous of entering into a contract with the City of Long Branch for the provision of animal control services for the year ending 2015; 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 Deal animal control services for the year ending 2015 and will be the designated Animal Control Officer for the Borough.
2. The animal control patrolling activities will consist of at least twenty (5) 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 \$6,500 per year with quarterly payments of \$1,625.
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 designated 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 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

KATHY L. SCHMELZ, CITY CLERK

ADAM SCHNEIDER, MAYOR

Attested By:

Borough of Deal

CLERK

MAYOR

RESOLUTION AUTHORIZING 2015 ANNUAL CONTRACT FOR VETERINARY SERVICES

WHEREAS, the City of Long Branch has the need to provide for veterinary services in conjunction with its Animal Control Program, and has recommended that, in order to provide services on a 24/7 basis, the City contract with a veterinary hospital; and

WHEREAS, the City Director of Health has recommended that an annual contract be authorized to Dr. Raymond Smith, DVM, of Long Branch Animal Hospital as the City's veterinarian; in accordance with the fee schedules annexed hereto; and

WHEREAS, additionally, the City requires the services of a veterinarian for care of the Police Department K-9 unit, and the Public Safety Director has indicated the desire to have the necessary services provided by Dr. Smith of Long Branch Animal Hospital; and

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

WHEREAS, the maximum value of this contract is \$17,000, and therefore not subject to N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and the Political Contribution Affidavit will serve as acknowledgement by Long Branch Animal Hospital and that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

WHEREAS, these contracts are being awarded as open-ended contracts 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 contracts as follows:

Dr. Raymond N. Smith, DVM, of Long Branch Animal Hospital, for an open-ended annual contract for veterinary services as required by the City's Animal Control Program and veterinary care for the Long Branch Police Department K-9 unit during calendar year 2015, in accordance with the terms and conditions of the proposal and contract annexed hereto.

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

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

OFFERED: Billings
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 2-24-15

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 24th DAY OF Feb 2015

Kathy L. Schmid
MUNICIPAL CLERK, R.M.C.

AGREEMENT
BETWEEN:

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

Hereinafter called the CITY

AND

**Long Branch Animal Hospital
Dr. Raymond Smith, DVM
224 Second Avenue
Long Branch, NJ 07740**

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Long Branch Animal Hospital for veterinary services for the year ending December 31,2015 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. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and to insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. Long Branch Animal Hospital agrees to provide services.

3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to December 31, 2015.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

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, Director of Health and City Attorney of the need to continue service with an amendment to the contract.

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

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

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, 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.

10. This Contract shall be binding upon the City has caused this instrument to be signed by ADAM SCHNEIDER, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

CITY OF LONG BRANCH

Kathy L. Schmelz, City Clerk

Adam Schneider, Mayor

ATTEST:

BY:

Long Branch Animal Hospital



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RED BANK VETERINARY HOSPITAL, P.C.
Trade Name:
Address: 210 NEWMAN SPRINGS ROAD
RED BANK, NJ 07701-1439
Certificate Number: 0108111
Effective Date: June 05, 2001
Date of Issuance: July 21, 2011

For Office Use Only:
20110721084624809

1/15/2015

Dave Roach
Health Department
City of Long Branch
344 Broadway
Long Branch, New Jersey 07740

Dear Dave,

As per your request here is a list of my charges:

Office call with exam during normal office hours	\$ 75.00
Emergency office call after hours	180.00
Injections (each)	60.00
Hospitalization (1 day)	75.00
Fluid therapy for shock	150.00
Radiographs (x-rays (2))	225.00
Surgery fees(per hour)	250.00
Rabies clinic services (per hour)	200.00
Cremation fees (under 30lbs)	95.00
Cremation fees (over 30lbs)	110.00

Other charges will be the customary fees routinely charged to my clients.

Sincerely,



Raymond N. Smith D.V.M.

Dave,

Here is a copy of Doc's Certificate of Employee Information report.

Certification

50206

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2013** to **15-FEB-2020**

RAYMOND SMITH VETERINARY
224 SECOND AVE.
LONG BRANCH

NJ 07740



A handwritten signature in black ink, appearing to read "A.P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

RESOLUTION AUTHORIZING INTERLOCAL SERVICES AGREEMENT WITH THE MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR A LEAD PAINT ANALYZER INSTRUMENT

WHEREAS, the City of Long Branch ("City") Health Department entered into an agreement effective January 1, 2015 with the Monmouth County Regional Health Commission No. 1 for a Lead Paint Analyzer Instrument; and

WHEREAS, the City of Long Branch Health Department will utilize the Lead Paint Analyzer Instrument to protect the health, safety and welfare of the citizens of Long Branch from the dangers and public nuisance posed by the presence of lead paint; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., permits local units of the State to enter into a contract with any other local unit for the joint provision within their combined jurisdiction of any service which any part to the Agreement is empowered to rendered within its own jurisdiction; and

WHEREAS, the City of Long Branch Health Department per the recommendation of David Roach, Health Officer, and the Monmouth County Regional Health Commission No. 1 have authorized and approved an agreement which was duly adopted pursuant to N.J.S.A. 40:8A-4 of the Interlocal Services Act, in the form annexed hereto; and

WHEREAS, the City of Long Branch Health Department seeks the Agreement with the Monmouth County Regional Health Commission No. 1 effective January 1, 2015 and through December 31, 2015 for the Lead Paint Analyzer Instrument; and

WHEREAS, the funds necessary for this Interlocal Services Agreement are available in Line Item Appropriation # 5-01-071-215 in an amount not to exceed \$ 540.00 as certified by the Chief Financial Officer for the City as set forth in the attached Certification of Funds.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the agreement between the City of Long Branch and the Monmouth County Regional Health Commission No. 1 regarding utilization of a Lead Paint Analyzer Instrument be and is hereby effective January 1, 2015 and continuing through December 31, 2015; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch be and is hereby authorized to execute the Interlocal Services Agreement between the City of Long Branch Health Department and the Monmouth County Regional Health Commission No. 1 for the Lead Paint Analyzer Instrument.

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch and/or his designee be and is hereby authorized to execute any other document necessary to effectuate the purposes of this Resolution and the attached Interlocal Services Agreement.

OFFERED: Billings
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

COUNTY OF MIDDLESEX
COUNTRY OF NEW JERSEY
CITY OF LONG BRANCH

I, KATHY L. SORRELL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-29-15

IN WITNESS WHEREOF, I HAVE PLACED MY SIGN
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MIDDLESEX COUNTY, NEW
JERSEY, THIS 29th DAY OF FEBRUARY, 2015

Kathy L. Sorrell
MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

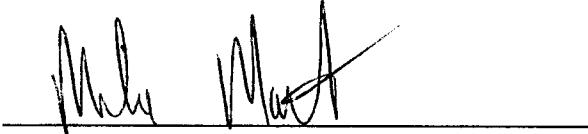
CONTRACT FOR LEAD PAINT ANALYZER INSTRUMENT

Said contract being made as follows:

**MONMOUTH COUNTY REGIONAL HEALTH COMMISSION #5-01-071-215,
\$540.00**

Said funds being available in the form of:

HEALTH DEPT #5-01-071-215, \$540.00



2/11/15

Michael Martin, Chief Financial Officer

Date



MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1

1540 WEST PARK AVE., TINTON FALLS, NJ 07724

www.mcrhc.org

David A. Henry, MPH
Health Officer

Tel (732) 493-9520
Fax (732) 493-9521

January 23, 2015

Mailing Address:
1540 West Park Ave.
Suite 1
Ocean Twp., NJ 07712

City of Long Branch
Department of Health
Mr. Dave Roach, H.O.
344 Broadway
Long Branch, NJ 07740

RE: LPA 2075 Lead Paint Analyzer

Dave,

Enclosed are two (2) originals of the "Interlocal Service Agreement" dated January 1, 2015 - December 31, 2015.

The State has done numerous surprise checks of the lead analyzer records. The last check done in the latter part of 2011 was a review that went back 5 years. It is important that the person employed on your behalf to do leads keep their license up to date as the State does check our records for this.

Would you please review, sign both agreements and return both copies to me. I will get the MCRHC signatures and return an original contract to you.

Gary Nemshick is currently our State Liaison Safety Coordinator for the Lead Analyzer.

Thank you,


Nancy Ippolito
Bookkeeper

Encl: 2 contracts
Cost breakout sheet

Allenhurst	Interlaken	Monmouth Beach	Sea Bright	Spring Lake Heights
Brielle	Little Silver	Ocean Township	Sea Girt	Tinton Falls
Deal	Loch Arbour	Red Bank	Shrewsbury	Wall Township
Fair Haven	Middletown Township	Rumson	Spring Lake	West Long Branch
Highlands				

LEAD METER MAINTENANCE FEES

2015
ANNUAL FEES

Semi-annual wipe test	\$40.00
Annual fee to State for Analyzer licensing - MCRHC responsibility	\$0.00
Annual cost to do a RESOURCE (15 months intervals)	\$2,304.00
FedEx to ship out	\$280.00
Administrative fee for State Required Documentation & History	\$75.00
Annual cost to maintain Lead Analyzer LPA-2075	\$2,699.00

Fees per each Health Dept for Year 2015	\$540.00
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UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 et seq.
LEAD PAINT ANALYZER

This Agreement entered into this 1st day of January 2015 by and between the Monmouth County Regional Health Commission No. 1 and the **City of Long Branch Health Department**.

Witnesseth that:

Whereas, the Monmouth County Regional Health Commission No. 1 and Long Branch Health Department desire to contract together in order to utilize a Lead Paint Analyzer instrument and

Whereas, the parties will utilize the Lead Paint Analyzer instrument to protect the health, safety and welfare of citizens from the dangers and public nuisance posed by the presence of lead paint; and

Whereas, the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

Whereas, the Monmouth County Regional Health Commission No. 1 and Long Branch Health Department have authorized and approved this Agreement by Ordinance or Resolution duly adopted pursuant to N.J.S.A. 40:8A-4 of the Interlocal Services Act; and

Now, therefore, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Registration: The Monmouth County Regional Health Commission No. 1 shall register with the New Jersey Department of Environmental Protection for possession of an ionizing radiation-producing machine as set forth in N.J.A.C. 7:28-3 et seq.
2. Possession: The Monmouth County Regional Health Commission No. 1 shall acquire a Lead Paint Analyzer Instrument and retain possession of such;
3. Regular Repair and Maintenance: The costs incurred for regular repairs, maintenance and annual licensing with the New Jersey Department of Environmental Protection of the Lead Paint Analyzer Instrument shall be the responsibility of the Monmouth County Regional Health Commission No. 1. However, in order to more equitably apportion the licensing, repair and maintenance costs among all parties having access to use of the Lead Paint Analyzer Instrument – a charge of Five Hundred Forty dollars and zero cents (\$540.00) shall be levied. This fee will be invoiced by the MCRHC to cover these contract period costs.
4. Proof of licensing and training: Proof of appropriate licensing and training is required to borrow a Lead Paint Analyzer Instrument in the State of New Jersey. To comply with these requirements, all parties desiring to utilize the Lead Paint Analyzer Instrument shall - as necessary - supply a copy of the following document(s) to the Monmouth County Regional Health Commission No. 1 prior to the release of the lead analyzer instrument.
 - a) The responsible individual to whom the Lead Paint Analyzer Instrument shall be released shall document attendance in a training course offered by the manufacturer of the Lead Paint Analyzer Instrument on the use, care and handling of the instrument.
 - b) The responsible individual to whom the Lead Paint Analyzer Instrument shall be released will need hold a current and valid Inspector/Risk Assessor Health Official Lead Certification Permit issued by the New Jersey Department of Health Senior Services, whenever that individual is implementing activities regulated by (N.J.S.A 24:14A) - Chapter 13 of the New Jersey State Sanitary Code entitled the Childhood Lead Poisoning Prevention (N.J.A.C. 8:51) and the Public Health Practice Standards for Local Boards of Health - lead activities (N.J.A.C. 8:52 and N.J.A.C. 8:52-5.2 et seq).

c) The responsible individual borrowing the Lead Paint Analyzer Instrument shall while the lead analyzer instrument is in his possession comply with all the Radiation Protection Standards propagated by the New Jersey Department of Environmental Protection and must immediately report to the Radiation Safety Officer any and all conditions included in New Jersey Administration Code, Table 7 - Chapter 28 (N.J.A.C. 7:28-1 et seq.) and the New Jersey Department of Environmental Protection Radiation Protection standards.

5. Lost or Damage: While in the possession of the authorized responsible individual, the full cost of replacing the Lead Paint Analyzer Instrument, if stolen or lost; or repairing the instrument, if damaged in excess of normal wear and usage, shall be the sole and full responsibility of the governmental unit on whose behalf the responsible individual borrowed the lead paint analyzer.

6. Liability: The Monmouth County Regional Health Commission No 1 and Long Branch Health Department shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., arising out of or related to performance of any activity under the terms of this Agreement;

7. Effective Date/Termination: This Agreement shall be effective January 1, 2015 and ending December 31, 2015.

8. Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services.

9. Contract fees are determined by the Monmouth County Regional Health Commission #1 as associated with annual maintenance and resourcing radioactive canister costs of the LPA 2075 lead paint analyzer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the respective dates indicated below:

Health Officer
Monmouth County Regional Health Commission #1

Adam Schneider, Mayor
City of Long Branch Health

Witness

Date

Witness

Date

R# 42-15

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM
OF UNDERSTANDING WITH THE COUNTY OF MONMOUTH**

WHEREAS, Fred Migliaccio, Director of Public Works also serves as the Deputy Fire Marshall for Monmouth County; and

WHEREAS, the County of Monmouth and the City of Long Branch have expressed an interest to allow the Director to utilize his City vehicle for all City and County work; and

WHEREAS, the County of Monmouth will furnish up to three (3) tanks of fuel per month and the City will maintain the insurance on the vehicle.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize the use of said City vehicle to be shared with the County for a term to expire on December 31, 2017 or the termination of employment with the City and authorize the Mayor to execute the attached Memorandum of Understanding.

MOVED: *Billing*s

SECONDED: *Pallone*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-24-15
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 24TH DAY OF FEBRUARY, 2015
Kathy L. Schmid
MUNICIPAL CLERK, R.M.C.

**MEMORANDUM OF UNDERSTAND
BETWEEN THE CITY OF LONG BRANCH
AND THE COUNTY OF MONMOUTH**

This the resolution authorizing the Mayor to sign this memorandum of understanding was approved by the City Council of the City of Long Branch on February 24, 2015 authorizing Fred Migliaccio the Director of Public Works who also serves as the Deputy Fire Marshall for the County to use his City vehicle for all City and County work.

The County will furnish up to three (3) tanks of fuel per month and the City will maintain the insurance of the vehicle.

TERM to expire on December 31, 2017 or the termination of employment with the City.

Attest:

Kathy L. Schmelz, City Clerk

By:

Mayor Adam Schneider

Witness:

By:

R# 43-15

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT
WITH LOCAL 152**

WHEREAS, almost all of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

WHEREAS, after negotiations, the City has settled bargaining agreement in order to provide for various terms and conditions of employment for the affected employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch and Local 152 for the period January 1, 2015 – December 31, 2016.

MOVED: *Billings*

SECONDED: *Pallone*

AYES: *5*

NAYS: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-24-15
IN WITNESS WHEREOF, I HAVE HEREUNTO SETTLED
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 15th DAY OF Feb 2015
Kathy L. Schmidt
MUNICIPAL CLERK, K.L.S.

MEMORANDUM OF AGREEMENT

The City of Long Branch (“City”) and UFCW Local 152 (“UFCW”) hereby agree to this Memorandum of Agreement for a successor collective bargaining agreement between the parties. The Memorandum is subject to ratification by the Long Branch Council and the membership of the UFCW. The parties’ negotiations representatives hereby agree to recommend ratification of this Memorandum to their respective bodies.

1. Term: Two years (January 1, 2015 through December 31, 2016).
2. Article I, Duration of Agreement, shall be amended to state the following:

This agreement will be effective from January 1, 2015 and shall continue in full force and effect through December 31, 2016.
3. Article III, Employee Rights, Section B, shall be amended to state the following:

It is further agreed that the Union shall not discriminate against any employee because of race, color, creed, national origin, political belief, sex, or age, service in the armed forces, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, gender identity or expression, disability or atypical hereditary cellular or blood trait, or any other characteristic protected by law.
4. Article VI, Union Representation: references to “Chief Administrative Officer” will be changed to “Business Administrator” in Sections A, C, and D.
5. Article VII, Salaries and Longevity, Section A, will be amended as follows:

Effective January 1, 2015, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by two (2%) over their then existing base salary. Effective January 1, 2016, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by two (2%) over their then existing base salary.

6. Article VIII, Hours of Work, Section E, will be amended as follows:

... As defined herein, these "other positions covered by this Agreement" are defined as Tax Assessor, Tax Collector, Construction Code Official and UCC Coordinator, Principal Sanitary Inspector, Assistant Planning Director, Comptroller and all members of this bargaining group assigned to the Department of Public Works (with the exception of the Recycling Coordinator).

The above-listed employees, while not eligible for overtime, will receive a "compensatory day" if they work an additional 8 hours or more within a 24 hour period in addition to their regularly scheduled shift. Said compensatory day will normally be taken within 10 business days of the date on which it is earned. If, due to operational issues, the compensatory day cannot be taken within that 10 day period, it shall be taken, with the prior approval of the employee's supervisor or, for Department Heads, the Business Administrator and/or the Business Administrator's designee, within 90 calendar days of the day on which the day was earned. The compensatory day will be lost if not used within the aforementioned 90 day period, which will be extended only if the employee is not permitted by his/her supervisor, or, for Department Heads, the Business Administrator and/or the Business Administrator's designee. Under no circumstances will the employee ever be paid for said compensatory day.

7. Article IX, Overtime, Section C, shall be amended as follows:

An employee shall be paid at time and one-half (1 ½) his regular rate of pay for all work in excess of forty (40) hours per week and for hours worked on Saturday or Sunday. "Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned. Nothing in this paragraph shall be construed to prevent the City and an employee from agreeing, with the consent of the Union, that the employee will work a modified schedule.

Section D shall be modified as follows:

The City may provide compensatory time in lieu of overtime for non-exempt employees who work in excess of the contractual limit for work hours. Compensatory time shall be earned in the same manner as set forth in this Article. Consistent with past practice, the employee's supervisor, with the input from the employee, will determine whether to pay overtime or provide compensatory time in lieu of overtime. The compensatory time will be "banked" by employees, and the City will maintain a record of said bank. Said accrued compensatory time shall be carried from year to year.

8. Article X, Holidays, Section A, shall remove the typographical error after the parenthetical in Christmas Eve.

Section C: “Chief Administrative Officer” will be replaced with “Business Administrator”

9. Article XI, Vacations: references to “Chief Administrative Officer” will be changed to “Business Administrator” in Sections C, D and E

10. Article XII, Sick Leave: references to “Chief Administrative Officer” will be changed to “Business Administrator” in Section E(2). References to “Department of Personnel” will be changed to “Civil Service Commission” in Section G.

11. Article XIII, Other Leaves of Absence: references to “Chief Administrative Officer” will be changed to “Business Administrator” in Sections A(1) and B. The definition of “immediate family” in Section A(2) will be amended as follows:

For the purposes of this Section, “immediate family” is defined to include, mother, father, mother-in-law, father-in-law, stepparents, stepchildren, husband, wife, son, daughter, brother, sister, grandparents, grandchildren or any relative residing in the employee’s household.

12. Article XIV, Personal Days: references to “Chief Administrative Officer” will be changed to “Business Administrator”.

13. Article XVI, Insurance and Miscellaneous Benefits, Section A, shall be amended as follows:

The City shall continue to provide hospitalization and major insurance to all regular full-time employees and their eligible dependents, with employees making contributions towards such coverage pursuant to State law.

Section B shall be amended to delete the second sentence.

Section F shall be amended as follows:

Employees who wish to “opt-out” of coverage under paragraph A and B above may do so in exchange for a payment by the City to the employee of an amount determined at the sole discretion of the City and as permitted by State law. Prior to the City making such payment, the employee shall provide written proof to the City Administrator that he or she has medical coverage other than with the City. Further, in addition, prior to the City making such payment, the Local 152 steward shall be given written notice of the employee’s express intention to accept the “opt out” from health insurance, and the employee will thereafter meet with the shop steward to discuss the decision and will also sign a form holding Local 152 harmless from any liability as a result of the employee’s decision to “opt out” of the City’s health insurance.

14. Article XVII, Probationary Employees, Section B: reference to “Department of Personnel” shall be changed to “Civil Service Commission”.

15. Article XVIII, Discipline, Section B: reference to “Department of Personnel” shall be changed to “Civil Service Commission”.

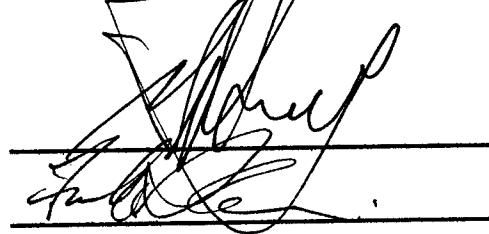
16. Article XIX, Grievance Procedure, Section B (Step Two): references to “Chief Administrative Officer” will be changed to “Business Administrator”.

17. Article XXI, Severability of the Agreement, Section C: reference to “Department of Personnel” shall be changed to “Civil Service Commission”.

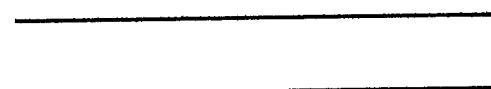
18. Article XXII, Term and Renewal, Section A shall be amended as follows:

This Agreement shall be in full force and effect as of January 1, 2015 and shall remain in effect to and including December 31, 2016.

UFCW LOCAL 152



CITY OF LONG BRANCH



Shanno Brue
John J. Boller
Michael Monger
John J. Boller

Dated: 2-2-15

Dated:

R# 44-15

**RESOLUTION APPOINTING
SPECIAL LAW ENFORCEMENT CLASS II OFFICERS
FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Law Enforcement Class II Officers for the City of Long Branch effective February 24, 2015:

Michael Thorne
Daniel DeCrisofaro
Keone Osby
Daniel Flannigan
Miguel Criado
Robert Presley
John Taggart

MOVED: *Billings*
SECONDED: *Dallone*

AYES: *5*
NAYS: *0*
ABSENT: *0*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-24-15
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 20th DAY OF Feb 2015
Kathy L. Schmid, Clerk



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

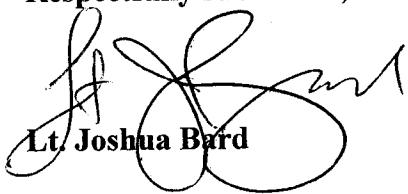
**To: Kathy Schmelz
From: Sgt. J. Bard
Date: February 13, 2015
Re: SLEO II Candidates**

We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Cape May County Police Academy Policy, all recruits must be approved by the governing body by means of a Council resolution. I am requesting the following individuals to be included in a Cape May County Police Class II Academy Resolution. The academy begins May 4, 2015.

1. Michael Thorne
2. Daniel DeCrisofaro
3. Keone Osby
4. Daniel Flannigan
5. Miguel Criado
6. Robert Presley
7. John Taggart

Thank you for your anticipated cooperation. Please feel free to contact me at extension 5689 with any question or concern.

Respectfully submitted,



Lt. Joshua Bard

R# 75-15

**RESOLUTION
2015 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for most city departments due to extension of budget introduction and hearing schedules.

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2015 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total **\$1,224,862.15** in addition to the original temporary budget adopted January 1, 2015 in the amount of **\$17,221,750.83** for a total Year to Date temporary budget of **\$ 18,446,612.98**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2015, and that in accordance with the Statute such item of appropriation will be included in the 2015 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

OFFERED: Billings
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHENK, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THIS FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-24-15
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 25 DAY OF Feb 2015
[Signature]
MUNICIPAL CLERK, K.L.S.

Budget Appropriations 2015

Emergency
Temporary
Budget Appropriations
2/24/2015

Division of Street Construction And Maintenance

Salaries And Wages	\$ 30,000.00
Other Expenses	\$ 80,000.00

Utilities:

Sewer	\$ 10,000.00
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Bureau of Conservation (Beaches)

Other Expenses	\$ _____
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\$ 120,000.00

R# 46-15

RESOLUTION RELEASING GUARANTEES

PROJECT: Monmouth University
BLOCK: 70
LOT: 1,2,3.01,3.02, and 4

WHEREAS Guarantees have been posted for the above referenced project, and,

WHEREAS the project has been completed and the applicant has requested return of said guarantees, and,

WHEREAS the City Planner has recommended said the release of all guarantees.

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 following balances, plus accrued interest if applicable:

Escrow Deposit (E-14-500.786)	1,769.19
Engineering (E-14-700-126)	32,669.82
Performance Cash (E-14-600-129)	109,934.59
 Total Refund	 144,373.60
	=====

BE IT FURTHER RESOLVED that said refund be sent to:

Monmouth University
400 Cedar Avenue
West Long Branch, NJ 07764

OFFERED: Billings
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

THE CITY OF LONG BRANCH
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RAYW L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-24-15
IN WITNESS WHEREOF, I HAVE HEREUPON SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 24TH DAY OF FEBRUARY, 2015

RAYW L. SCHNEIDER, MUNICIPAL CLERK, R.L.S.

R# 47-15

RESOLUTION RELEASING APPLICATION ESCROW DEPOSIT

PROJECT: Ilan High School
BLOCK: 22.01
LOT: 31

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

WHEREAS the application has been withdrawn, and,

WHEREAS the applicant has requested the release of unused escrow deposit funds, and,

WHEREAS the City Planning Personnel have reviewed this request and have recommended release of said guarantees.

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 escrow funds in the amount of \$1,405.35 plus accrued interest if applicable, to:

Giordano, Halleran & Ciesla
Attn: Michael A. Pane, Esq.
PO Box 190
Middletown, NJ 07748

AYED: Billings
SECOND: Pallone
YES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, FRANCIS L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-24-15
IN THE CITY OF MIDDLETOWN, NEW JERSEY, ON THE 15th DAY OF Feb 2015
Francis Schmidt
MUNICIPAL CLERK, R.B.C.

R# 49-15

RESOLUTION AWARDING CONTRACT FOR ANIMAL SHELTER SERVICES

WHEREAS, it was determined that the animal shelter services are a critical function of the Health Department and the City of Long Branch and:

WHEREAS, through a fair and open process, the City has advertised to receive bids on February 19, 2015 for Animal Shelter Services bids were received as followed:

Monmouth County SPCA

Canine	\$250
Feline	\$275
Small Animal	\$40
Wild Animal	\$25

WHEREAS, the bid documents were reviewed by the Purchasing Agent and the Health Office and;

WHEREAS, the Monmouth County SPCA has submitted a proposal for Animal Shelter Services for \$87,500.00, the proposal has been review by the Purchasing Agent and recommended by the Director of Health and:

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this agreement in the following **Appropriation Line Item # 5-03-000-215 in the amount of \$65,000.00** continuation of this contract is contingent upon provision of additional funds by appropriation transfer, emergency appropriation, and provision of adequate funds in the 2015 adopted budgets **in an amount not to exceed \$87,500.00**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch hereby authorizes a contract ending December 31, 2015 to **Monmouth County SPCA**, for animal shelter services, **not to exceed \$87,500.00**.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contracts, and publish notice of award in accordance with law.

OFFERED: Billing's
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2-24-15

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 1st day of Feb 2015

Kathy L. Schmid

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

CONTRACT FOR ANIMAL SHELTER SERVICES

Said contract being made as follows:

MONMOUTH COUNTY SPCA, \$87,500.00

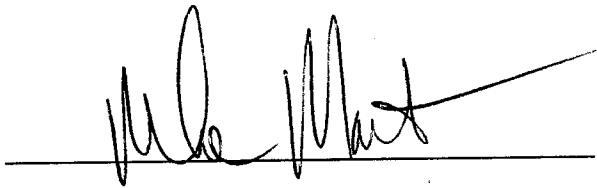
Said funds being available in the form of:

2015 OUTSIDE SERVICES

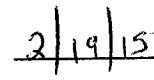
ANIMAL CONTROL TRUST

APPRO #5-03-000-215 \$65,000.00

*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2015 ADOPTED AND 2015 FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer



Date

AGREEMENT
BETWEEN:

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

Hereinafter called the CITY

AND

**Monmouth County SPCA
260 Wall Street
Eatontown, NJ 07740**

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Monmouth County SPCA for Animal Shelter services for the year ending December 31,2015 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. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and to insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. Monmouth County SPCA agrees to provide services.

3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to December 31, 2015.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

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, Director of Health and City Attorney of the need to continue service with an amendment to the contract.

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

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

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, 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 it's 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.

10. This Contract shall be binding upon the City has caused this instrument to be signed by ADAM SCHNEIDER, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

Adam Schneider, Mayor

ATTEST:

BY:

Monmouth County SPCA

CITY OF LONG BRANCH
MONMOUTH COUNTY, NEW JERSEY

SEALED BID FOR

ANIMAL SHELTER SERVICES



MAYOR ADAM SCHNEIDER

HOWARD H. WOOLLEY, JR., BUSINESS ADMINISTRATOR

CITY COUNCIL
KATHLEEN BILLINGS
JOY BASTELLI
DR. MARY JANE CELLI
MICHAEL SIRIANNI
JOHN PALLONE

SEALED BID DUE DATE: FEBRUARY 19, 2015 @11AM

CITY OF LONG BRANCH
Notice to Bidders

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

ANIMAL SHELTER SERVICES

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

THURSDAY, FEBRUARY 19, 2015 AT 11:00 AM PREVAILING TIME

Specifications will be on file in the Purchasing Office and may be examined by prospective bidders during normal business hours. Bidders may obtain a copy of the bid package by request to the Purchasing Office or the City of Long Branch website www.visitlongbranch.com Specifications will not be faxed, nor will faxed proposals be accepted.

Proposals must be made on the standard Proposal Form provided, and must be enclosed in a sealed envelope addressed to: City Clerk, City of Long branch, 344 Broadway, Long Branch N.J. 07740. The outside of the envelope must be clearly marked with the BID name above, and indicate the name and address of the bidder.

Bids must be accompanied by Bid Surety in the form of a certified check or bid bond, drawn to the order of the City of Long branch, for not less than ten (10%) of the bid, except that the bid security not exceed \$ 20,000.00

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

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

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

David Spaulding, Purchasing Agent

CITY OF LONG BRANCH
Specifications for Annual Contract
For Animal Shelter Services

GENERAL

The City of Long Branch will receive sealed bids for a contract for animal shelter services to be utilized in conjunction with its Department of Health Animal Control Program.

For informational purposes, during 2014 the City required shelter services for approximately 200 dogs, 225 cats, and 25 miscellaneous small animals, 150 wild animals, and 10 other animals. Based on this information, the City has estimated that, during the one year term of this contract, it will require services for approximately 200 dogs, 225 cats and 25 miscellaneous small animals.

If the bidder's facility is more than fifteen minutes from the City of Long Branch over public roads, the bidder must provide pick-up service, within one hour MAXIMUM, of being notified by the City Animal Control Officer. A shelter representative, who is an Animal Control Officer certified by the NJDOH, must be available by pager twenty-four hours per day, seven days per week, and respond in a vehicle appropriate to transport animals. Calls for service that are not responded to promptly will be cause for rescinding of this contract.

The City reserves the right to inspect the bidder's facility prior to award of this contract. If, in the judgment of the City's Health Director, the facility or the staff is found to be inadequate, the City will, upon notification to the bidder if it's intent, reject the bidder's bid.

During the term of this contract, the City reserves the right to inspect the bidder's facility at any time during regular business hours to insure that the facility and operation are in compliance with the conditions set forth in these specifications.

TERM OF CONTRACT

This contract shall be in effect from March 1, 2015 through December 31, 2015. The bid prices must be held firm for that period.

BID SECURITY

The bidder's proposal must be accompanied by bid security in the form of a bid bond or certified check, payable to the order of the City of Long Branch, in the amount of ten (10) percent of the bid. Said security will be held for the three lowest bidders until the successful bidder executes the contract documents. Within three days of execution of the contract, all bid security will be returned. Failure to provide the required bid security with the bid proposal is mandatory cause for rejection of a bid.

QUALIFICATIONS

Proposals will only be considered from bidders currently licensed by the State of New Jersey, Department of Health, as an animal shelter. Additionally, the bidder must have local approval from the municipality in which its facility is located (i.e. code, zoning approval, etc.).

FACILITY REQUIREMENTS

The bidder's facility must be of adequate size and physical layout to be able to accept any and all animals requiring shelter through the City's Animal Control Program.

The facility must, as a matter of policy, house only one animal per cage and run, (litter mates under twelve weeks or two cats from the same home being the exception), with males and females being kept in separate areas. The facility must also have segregated areas for housing of cats and dogs. Cage and run areas must be of adequate size, in the opinion of the City's Health Director and/or Animal Control Officer, for the size animal being housed. **THERE WILL BE NO EXCEPTIONS TO THESE REQUIREMENTS.**

The facility must be capable of housing infectious animals in an area completely segregated from the other shelter facilities. A separate area must also be available for quarantine of stray animals that have bitten humans.

At least once daily, all cages and runs must be thoroughly cleaned and disinfected in a manner that is acceptable to the City's Health Director. The facility must be free of noticeable odor of animal waste.

STAFFING

The bidder must have adequate staff to properly care for a facility of its size. This includes cleaning of the facility, care of the animals, and adequate and accurate record keeping as required for a shelter of this type.

The bidder must have available during working hours, seven days per week, a Vet Technician to examine and treat animals as required.

The shelter must have an employee or other representative either present on-site after hours or on-call, around the clock, 365 days per year, to provide access to the facility and to process any animals brought in by the City's ACO. This person must be accessible by pager and/or cell phone, and must respond to a call-out by the City within sixty minutes (60) of notification by the City ACO. **NO EXCEPTIONS WILL BE PERMITTED.**

The bidder's facility must be opened to the public a minimum of six days per week, for a minimum of twenty-five hours per week, for redemption/adoption of pets.

ANIMAL INTAKE PROCEDURE

The facility must be capable of receiving animals from the City's ACO around the clock, seven days per week.

All animals will be logged in, and a receipt given to the City's ACO.

The shelter must generate a list of lost and found animals being housed at the facility, and must make this information available to the City on a timely basis.

Within twenty-four hours, a Vet Technician must examine each animal. Sick or injured animals requiring treatment must be referred to a licensed Veterinarian. Except when he is unavailable, or some other unusual circumstance occurs, the City's Veterinarian, Dr. Raymond Smith, must be used.

If the Veterinarian recommends euthanasia, the City may require a second opinion from another Veterinarian.

All cats and dogs must be kept for a minimum of seven days, unless redeemed by the owner.

The shelter must have an established and efficient record keeping system enabling it to keep track of animals brought in by the City, which are subsequently redeemed by the owner. The shelter must credit the City for said redemption fees.

All stray dogs taken in and unclaimed after seven days must be tested for worms and heartworm, and treated as test results warrant.

All stray cats taken in and unclaimed after seven days must be tested for worms and treated as test results warrant. They must also be tested for feline leukemia and feline AIDS, and administered feline distemper shots.

Any animal involved in a biting incident and placed under quarantine must be maintained in strict quarantine for ten (10) days, and then examined by a Veterinarian prior to any disposition.

Any animal quarantined due to a biting incident that dies or exhibits rabid-like behavior during the quarantine period requires notification to the City's Health Director within one hour of death or start of symptoms. The shelter must have the ability of strictly following any directive issued by the Health Director.

WILDLIFE

The City will require that the successful bidder be capable of handling any wildlife requiring rescue/relocation. All wildlife brought to the shelter by the City must be taken by shelter staff to a licensed wildlife rehabilitator within seventy-two hours of intake. Under no circumstances is wildlife to be kept at the shelter. For informational purposes, during 2013 the City turned over to the Animal Shelter approximately 150 wild animals of various species for transport to the appropriate wildlife rehabilitator. If the bidder intends to charge for handling wildlife, it must so indicate in the appropriate place on the proposal form.

OTHER SERVICES

Under the appropriate section on the Proposal Form, the bidder must indicate the cost of services to euthanize and/or cremate dogs and cats. These services will only be utilized in limited circumstances, but the bidder must be capable of supplying the services as required.

BILLING

The shelter must bill on a monthly basis for services provided under this contract. A receipt must be given to the City Animal Control Officer for each animal turned into the shelter, including date, type of animal, location in which it was found. The monthly billing must detail each charge, referencing the dated receipt given to the ACO, and final disposition of animal. If this information is not provided, payment will not be processed.

The bid price per animal must be inclusive of any and all services provided by the shelter, as detailed in these specifications.

Bills submitted in proper format, and accompanied by a City voucher, signed by a representative of the shelter, will be processed by the City Finance Department within twenty-one days of receipt of same.

CITY OF LONG BRANCH
PROPOSAL FORM

PAGE 1 OF 2

Monmouth County SPCA
Bidder's Name

ANIMAL SHELTER SERVICES

Bid Price for a One Year Contract for Animal Shelter Services
In accordance with the attached specifications.

Bid Price per Canine \$ 250

Total Bid Price for approximately x 200 Canine
During the one year contract period \$ 50,000

x Fifty thousand dollars
Total Bid Price for 200 Canine in words

Bid Price per Feline \$ 275

Total Bid Price for approximately x 225 Feline
During one year contract period \$ 61,875

Sixty-one thousand Eight hundred Sixty-five dollars
Total bid price for 225 Feline in words

Bid Price per miscellaneous small animal \$ 40

Total Bid Price for approximately x 25 small animals
During one year contract period \$ 1,000

One thousand dollars
Total Bid Price for 25 small animals in words

Bid price per wild animal \$ 25

Total bid price for transporting x 150 wild animals
to appropriate wildlife rehabilitator \$ 3,750

Three thousand Seven hundred fifty dollars
Total Bid Price for transport of 150 wild animals

**CITY OF LONG BRANCH
PROPOSAL FORM (CONTD)**

Page 2 of 2

Total Bid Price All Animal Services \$ 116,625

One hundred Sixteen Thousand, Six hundred twenty five dollars.
Total Bid Price in words

NOTE: This proposal must be accompanied by Bid Security (Bid Bond or Certified Check) in the amount of ten percent (10%) of the bid. The security will be held by the City until the bid is awarded and the contract documents signed. Within three days of execution of the contract documents, the bid security will be returned to the bidder.

OTHER SERVICES:

Cremation of DOA Canine \$ 60-

Canine euthanized and cremated \$ 120-

Cremation of DOA Feline \$ 30--

Feline euthanized and cremated \$ 65-

Kittens euthanized and cremated \$ 25-

CITY OF LONG BRANCH
BID DOCUMENT CHECKLIST

**REQUIRED
OWNER**

**READ, SIGNED BY
& SUBMITTED**

x	EXECUTED BID PROPOSAL FORM	<input type="checkbox"/>
x	STOCKHOLDER DISCLOSURE CERTIFICATION	<input type="checkbox"/>
x	NON-COLLUSION AFFIDAVIT	<input type="checkbox"/>
x	BID/PROPOSAL SECURITY (IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000)	<input type="checkbox"/>
x	BUSINESS REGISTRATION CERTIFICATE	<input type="checkbox"/>
x	AFFIRMATIVE ACTION QUESTIONAIRE	<input type="checkbox"/>
x	INSURANCE CERTIFICATE(S)	<input type="checkbox"/>
x	REFERENCES	<input type="checkbox"/>
x	MANDATORY AFFIRMATIVE ACTION LANGUAGE	<input type="checkbox"/>
x	AMERICANS WITH DISABILITIES ACT OF 1990	<input type="checkbox"/>
x	LONG BRANCH PAY TO PLAY ORDINANCE	<input type="checkbox"/>

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 19 day of

February, 2015.

Mary Elizabeth Marschalk
(Signature of Notary Public)

(Seal)

My Commission expires: _____

J. Charles

x

(Affiant Signature)

President/CEO

(Print name & title of affiant)

(Corporate Seal)

**Mary Elizabeth Marschalk
Notary Public of New Jersey
My commission expires 2/26/2017**

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Monmouth

ss:

I, Jerome A. Rosenthal, residing in Little Silver
(name of affiant) Monmouth (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 depose and say that:

I am President/CEO (title or position) of the firm of Monmouth (name of firm)

County SPCA, the bidder making this Proposal for
the bid entitled _____, and that I executed the said
(title of bid proposal)

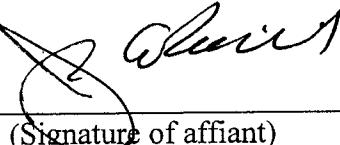
proposal with full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said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

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

Monmouth County SPCA
(Name of firm)

Subscribed and sworn to
before me this day

19th DAY OF FEBRUARY, 2005
Mary Elizabeth Marschalk
Signature of Notary Public


(Signature of affiant)

Jerome A. Rosenthal
(Type or print name of affiant under signature)

(Seal)

My Commission expires _____

**Mary Elizabeth Marschalk
Notary Public of New Jersey
My commission expires 2/26/2017**

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 or 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.

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?

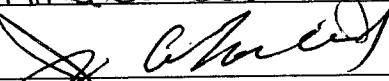
Yes No If yes, please submit copy of such approval.

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: Monmouth County SOCA

SIGNATURE: 

TITLE: President CEO

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.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLAINECE

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.

Registering A Business with the New Jersey Department of the Treasury

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

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

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

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

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

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

How do I receive the proof of registration certificate?

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

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

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-OCT-2008 to 15-OCT-2015

MONMOUTH COUNTY SPCA
260 WALL STREET, P.O. BOX 93
EATONTOWN NJ 07724



State Treasurer

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**



Taxpayer Name:

WICEMOUTH MINTY S.P.C.

Trade Name:

260 WALL ST
EATONTOWN, NJ 07724

Certificate Number:

0581216

Date of Issue:

January 05, 2006

For Office Use Only:

20060105132427557

R# 50-15

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: Billings
SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 1-14-13
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 14th DAY OF January2013
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of February 24, 2015. 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 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rental of Office Space - March 2015 - Municipal Court	9,866.43
A.R. Communications	Mic Hang-up Clips - Public Works	42.00
Adpro	Wrestling Singlets - Recreation	963.35
American Hose & Hydraulics Co., Inc.	Rebuild Pistons for Sanitation Vehicle - Municipal Garage	3,807.10
Andrew Clay	Referee for Indoor Soccer Games - 02/07/15 - Recreation	120.00
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - December 2014	11,933.02 Pymt# 6
Arbus, Maybruch & Goode, LLC	Legal Services Rendered - Retainer Planning Board Attorney - December 2014	500.00 Pymt# 8
AT&T	Telephone Service - Bills Dated January 2015 - Various Departments	*
AT&T	Video Conferencing Service - Bills Dated February 2015 - Municipal Court	*
Atlantic Plumbing Supply Corp.	Plumbing Materials & Supplies - Public Facilities	2,563.61
Atlantic Security & Fire, Inc.	Quarterly Monitoring Services - 01/01/15 through 03/31/15 - Public Facilities	14.94
Auto Parts	Auto Parts for Various Vehicles - Week of 01/02 through 01/09/15 - Municipal Garage	2,103.43
B&H Photo	HP Thunderbolt Card - IT	150.00
Battery Mart	Batteries to Replenish Central Supply - Purchasing	2,454.49
Big A Trucking Co., Inc.	Mount Tires on Public Works Vehicle - Municipal Garage	191.10
Brighton Memorial VFW	Reimbursement of Food Purchased for Open Houses - Memorial & Veteran's Day 2014 - Recreation	196.26
Bullet Lock & Safe Co., Inc.	Keys for Vehicles & Offices - Public Works & Health	240.00
CDWG	Brother Intellifax - Police	665.09
Century Office Products	Copier Paper & Copier Maintenance - 12/15/14 through 03/14/15 - Building & Senior Center	84.45
Circle Chevrolet	Dash Cluster for Police Vehicle & Car Batteries for Public Works, Fire & OEM Vehicles - Municipal Garage	200.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	1,028.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	810.20
City of Long Branch Clearing Account	To Reimburse Clearing Account	2,646.07
City of Long Branch Clearing Account	To Reimburse Clearing Account	52,203.64
City of Long Branch Clearing Account	To Reimburse Clearing Account	63,102.37
City of Long Branch Clearing Account	To Reimburse Clearing Account	78,386.53
City of Long Branch Clearing Account	To Reimburse Clearing Account	187,893.52
City of Long Branch Clearing Account	To Reimburse Clearing Account	449,866.52
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 02/13/15	926,312.61
City of Long Branch Payroll Agency Account	Payroll Dated 02/13/15	887,772.06
City of Long Branch Payroll Agency Account	Payroll Dated 02/13/15 - FICA/Medicare	38,540.55
Clayton Block Co., Inc.	Post Hole Digging Tamper Bar - Public Works	30.86
Coast Hardware Co., Inc.	Janitorial Supplies - Public Facilities	187.88
Collision Repair by Damiano	Towing of City Vehicle - Municipal Garage	30.00
Comcast Online	Internet Provider - January 2015 - Administration	*
Complete Security Systems, Inc.	Central Station & Fire Alarm Monitoring - Public Facilities	8.97
Concept Printing & Promotions	2015 City of Long Branch Calendars - UEZ	1,317.00
Consolidated Plastics	Ultra Anti-Fatigue Mat - Tax Collector	10,800.00
		301.13

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

D.W. Smith Associates, LLC	Professional Services Rendered - Replacement of Field Turf - December 2014	1,667.32	Pymt# 7
Deptcor Bureau of State Use Industries	Police Overtime Slips - Police	615.00	
Difrancesco, Bateman, Coley, Yospin, et al	Professional Services Rendered - Tax Appeals - December 2014	2,844.68	Pymt# 6
Draeger Safety Diag., Inc.	Alcotest Calibration, Certificate & Parts - Police	165.00	
Dunkin' Donuts	Refreshments for Training - 01/10 & 01/24/15 - Police	271.84	
Edwards Tire Co., Inc.	Tires & Rims for Animal Control, Sanitation & Police Vehicles - Municipal Garage	1,643.82	
F&C Automotive Supply	Miscellaneous Auto Parts - Municipal Garage	1,114.10	
Fax Express	Fax Machine Toner - Switchboard & Planning	209.62	
Fine Fare	Food & Refreshments for Emergency Personnel - Snow Storm 01/27 & 01/28/15 - OEM	146.23	
Freehold Cartage, Inc.	Transportation & Disposal of Leaves - January 2015	14,806.25	Pymt# 1 & 2
Freehold Ford, Inc.	Windshield Replacement for Fire Vehicle - Municipal Garage	234.85	
Gabriel's Towing	Towing of Police Vehicle - Municipal Garage	30.00	
Gerald Carroll	Reimbursement of 1 and 1 Email & Web Hosting - 01/05 through 04/05/15 - IT	51.78	
Golden Rule Creations	Patches for Police Dispatch Uniforms - Police	335.43	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus - September & October 2014	157.50	Pymt# 2
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - TDB Associates/General Redevelopment - November & December 2014	3,927.20	Pymt# 8 & 9
Hilsen Pest Control, LLC	Integrated Pest Control - January & February 2015 - Health	820.00	
Hunter Jersey Peterbilt	Brakes for Sanitation Vehicle & Brake Parts/Batteries for Stock - Municipal Garage	1,378.08	
In Time Solutions, Inc.	Software Support Plan 01/01 through 12/31/15 - Police	4,777.00	
JAMM Printing	2015 Pocket Calendars, Violation Notices & Taxi Cab Insurance Cards - Various Departments	2,206.00	
Jersey Central Power & Light	Electric Service - Bills Dated October 2014 through January 2015 - Various Departments	30,218.63	
Jersey Coast Fire Equipment	Two 5 Gallon Pressure Water Test & Recharge - Public Facilities	36.00	
Jersey Elevator Co., Inc.	Elevator Maintenance - January 2015 - Public Facilities	182.24	
John's Auto & Truck Repair	Towing of City Vehicles - Municipal Garage	235.00	
Joseph Fazzio-Wall, LLC	4x8 Steel Plate for Public Works Trailer - Municipal Garage	146.33	
Kepwel Water	Monthly Cooler Rental - January 2015 - Administration	10.00	
Leon S. Avakian, Inc.	Professional Services Rendered - CAFRA Beach & Dune Maintenance Permit - January 2015	3,800.00	Pymt# 1
Leon S. Avakian, Inc.	Professional Services Rendered - Community Forestry Plan - December 2014	800.00	Pymt# 2
Lexis Nexis Risk & Information, Inc.	2014 Accurint License - December 2014 - Police	50.00	
Long Branch Chamber of Commerce	Rental of Office Space - March 2015 - Recreation & Community Development	3,300.00	
Long Branch Public Library	Release 2014 Library Contributions - Library	187,893.52	
Lukoil	Gasoline for Police Motorcycles - December 2014 - Gasoline	76.88	
Maser Consulting, PA	Engineering Services Rendered - Zoning Board Ordinance - January 2015	232.50	Pymt# 24
Mattie L. Laney	Refund of 2014 Tax Overpayment - Tax Overpayments	818.90	
Meadowlands Transportation	UEZ - Year Round Shuttle Service - January 2015	3,500.00	Pymt# 4
Miller's Luncheonette	Meals for Public Works Employees - Snow Storm 01/27 & 01/28/15 - Public Works	358.99	
Monmouth County Fire Prevention and Protection	Annual Membership for Fire Prevention Personnel - Fire Prevention	240.00	
Monroe Systems for Business	Monroe Calculators - Tax Collector	425.00	
New Jersey American Water Company	Water Service - Bills Dated December 2014 & January 2015 - Various Departments	16,644.12	
New Jersey Motor Vehicle	In-Transit Plates & Titles for Police/Public Works Vehicle - Municipal Garage	390.00	
New Jersey Natural Gas	Natural Gas Service - Bills Dated December 2014 & January 2015 - Various Departments	779.09	
NJRPA	Professional Membership for Carl Jennings - Recreation	200.00	
Northern Tool & Equipment	Parts for IPT Diaphragm Pump - Public Works	361.39	
Norwood Auto Parts	Battery for Public Works Vehicle - Municipal Garage	109.53	
Office Needs, Inc.	Ink Cartridges for Printer - Recreation	102.36	
Party Fair	Supplies for Valentines Day Party - 02/12/15 - Senior Affairs	209.31	
Petro King Service Co., Inc.	Replace Defective Coax Overfill Tube - Municipal Garage	1,973.57	
Port Supply	74" Buoy Mooring with Mast for Lake Takanassee - Parks	57.98	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Postmaster - Red Bank Post Office				2,646.07
Quality Rebuilders				390.00
Radio Shack				79.99
Raphael Gomes				120.00
Realty Appraisal Company				45,000.00 Pymt# 4 & 5
Red the Uniform Tailor				11,979.00
Republic Services				3,812.91 Pymt# 1 & 2
Rev. Dr. MLK Jr. Guild				240.00
Riggins Incorporated				53,992.52
Rockafellers				1,708.00
Ronald J. Mehlhorn, Sr.				*
Sake Shoprites, Inc.				299.00
Samzie's Uniforms				968.29
Sanitation Equipment Corp.				2,789.56
Sea Coast Chevrolet, Inc.				2,159.82
Seaboard Welding Supply, Inc.				300.00
Siperstein's				607.70
Skip's Sports				300.00
Specialty Graphics				1,248.00
Stanley Steemer				738.00
State Treasurer, Dept. of Local Govt. Services				2,309.12
Stavola Asphalt Company, Inc.				200.00
T&M Associates				93.89
T&M Associates				3,092.25 Pymt# 5 & 6
T&M Associates				644.22 Pymt# 9 & 10
T&M Associates				8,289.55 Pymt# 4 & 5
T&M Associates				537.63 Pymt# 8
Tankology				1,145.20
The Link News				1,129.68
Thompson Design Group				69,907.50 Pymt# 5
Tony's Auto Body				185.00
Truckpro, LLC				875.99
Vantage Point R.E. Dev. Mgmt., LLC				*
Verizon Communications				5,288.49 Pymt# 6
Verizon Wireless				*
W.B. Mason Co., Inc.				54.99
Whitemarsh Corporation				*
Y-PERS				705.48
TOTAL CURRENT				1,574.15
				95.47
				218.00
				3,253,611.69

City of Long Branch Clearing Account				*	61,909.25
City of Long Branch Clearing Account				*	121,781.25
City of Long Branch Clearing Account				*	160,394.50
Greenbaum, Rowe, Smith & Davis					1,710.00 Pymt# 6
Leon S. Avakian, Inc.					72.50 Pymt# 6
Leon S. Avakian, Inc.					1,952.50 Pymt# 4
Leon S. Avakian, Inc.				*	121,781.25 Pymt# 4

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Phoenix Advisors, LLC
T&M Associates
Thompson Design Group

Financial Services - Bond Sale - Finance
Professional Services Rendered - Pinsky Fountain Spray Park Repairs - October, November & Dec. 2014
Professional Services Rendered - Billable Hours - Boardwalk Reconstruction - Nov. & Dec. 2014

* 15,000.00
2,745.37 Pymt# 3
* 46,909.25 Pymt# 1

TOTAL CAPITAL

534,255.87

Auto Parts
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Edwards Tire Co., Inc.
Verizon Wireless

Auto Parts for Various Vehicles - Week of 01/02 through 01/09/15 - Animal Control
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 02/1315
Payroll Dated 02/13/15
Payroll Dated 02/13/15 - FICA/Medicare
Tires & Rims for Animal Control Vehicles - Animal Control
Cell Phone Service - Bills Dated January 2015 - Various Departments

191.22
6.25
115.83
3,121.43
5,234.50
4,861.19
373.31
435.00
115.83

TOTAL DOG

14,454.56

Atlantic Aerial, Inc.
Bullet Lock & Safe Co., Inc.
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
D.W. Smith Associates, LLC
Flowers by Vanbrunt
JAMM Printing
Jersey Central Power & Light
Traffic Safety Service

Day Rental of Articulated Boom to Remove Holiday Lights - Community Development
Keys for Vehicles - Community Development
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 02/1315
Payroll Dated 02/13/15
Payroll Dated 02/13/15 - FICA/Medicare
Professional Services Rendered - Green Acres and Monmouth Open Space Funding - December 2014
Wreath & Roses for Martin Luther King Day - Community Development
Guideline Books - Community Development
Electric Service - Bills Dated October 2014 through January 2015 - CDBG
Three Month Rental of Bucket Truck to Hang Holiday Decorations & Upgrade Skylines - Community Development

821.20
28.00
259.67
1,896.49
3,824.26
6,367.44
5,904.37
463.07
1,050.00 Pymt# 4
283.00
2,390.00
259.67
4,995.00

TOTAL HUD

28,542.17

Adpro
Arbus, Maybruch & Goode, LLC
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Coast Hardware Co., Inc.

Wrestling Singlets - Recreation
Professional Services Rendered for Various Escrow Accounts - Planning and Zoning
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 02/1315
Payroll Dated 02/13/15
Payroll Dated 02/13/15 - FICA/Medicare
Materials for Storm Windows at Elberon Library - Library Renovations

1,000.00
4,284.00
625.96
1,673.07
5,413.75
31,000.00
10,802.37
10,539.73
262.64
64.83

E.M. Waterbury & Assoc., P.A.		343.75
FNA Jersey Lien Services, LLC		200.00
Greenbaum, Rowe, Smith & Davis		2,227.50 Pymt# 6
Greenbaum, Rowe, Smith & Davis		45.00 Pymt# 2
Greenbaum, Rowe, Smith & Davis		2,902.50 Pymt# 6
Greenbaum, Rowe, Smith & Davis		270.00 Pymt# 3
Greenbaum, Rowe, Smith & Davis		6,600.00
Inna & Jack Gelin		*
Investa (C1) SPE-NJ, LLC		18,200.00
JNH Funding Corp.		*
Maser Consulting		4,500.00
Michael A. Irene, Jr.		11,560.00
Siperstein's		1,162.00
State of New Jersey, Div. of Employers Accounts		38.83
Toys-R-Us		25.00
US Bank Cust FNA Jersey BOI, LLC		1,496.90
Vantage Point R.E. Dev. Mgmt., LLC		1,500.00
TOTAL TRUST OTHER		5,413.75 Pymt# 6
		<u>122,151.58</u>