

WORKSHOP SESSION

CITY COUNCIL

SEPTEMBER 25, 2007

6:00 P.M.

1. RCA/JAKE JONES
2. DISCUSSION RE: ADAMS STREET/KEVIN HAYES/CARL TURNER/
MARK AIKINS, ESQ.
3. REVIEW OF REGULAR AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

SEPTEMBER 25, 2007

ROLL CALL:

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

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

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

*Irene A. Joline, RMC
City Clerk*

READING AND APPROVAL OF PREVIOUS MINUTES

SEPTEMBER 11, 2007

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION:

(INTRODUCED: SEPTEMBER 11, 2007)

#36-07 ORDINANCE DELETING SECTION 18(G) "REQUIRED IMPROVEMENTS" WITHIN CHAPTER 300 "SUBDIVISION OF LAND", ARTICLE V "MISCELLANEOUS PROVISIONS" OF THE CODE OF THE CITY OF LONG BRANCH, AND ADOPTING A NEW ARTICLE XI, WITHIN SECTION 300-23 ENTITLED "STORMWATER MANAGEMENT"

ORDINANCES FOR INTRODUCTION:
(PUBLIC HEARING SCHEDULED FOR OCTOBER 9, 2007)

#37-07 BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$2,610,000 FOR IMPROVEMENTS TO PROPERTY ACQUIRED FOR THE CREATION OF A MUNICIPAL PARK IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$2,480,000 BONDS OR NOTES OF THE CITY FOR FINANCING PART OF THE APPROPRIATION

#38-07 BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$2,990,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,841,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

#39-07 ORDINANCE AUTHORIZING SIXTY DAY EXTENSION OF PIER VILLAGE PHASE III CONDITIONAL DESIGNATION

PUBLIC PARTICIPATION (ALL COMMENTS)

RESOLUTIONS

R251-07 RESOLUTION TO REFUND TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH (BLOCK 303 LOT 9 - 72 OCEAN TERRACE), (BLOCK 303 LOT 2 - 67 MARINE TERRACE)

R252-07 RESOLUTION TO CANCEL OPEN TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH (BLOCK 303 LOT 2 - 72 OCEAN TERRACE), (BLOCK 303 LOT 9 - 67 MARINE TERRACE)

R253-07 RESOLUTION AWARDDING BID FOR RENTAL OF EQUIPMENT (BULLDOZER) FOR THE DEPARTMENT OF PUBLIC WORKS FOR USE AT MANHASSET PARK **(TENTATIVE) (TO BE GIVEN OUT AT TUESDAY'S MEETING)**

R254-07 RESOLUTION AUTHORIZING THE RESCISSION OF AN AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND D.R. MON GROUP, INC., REGARDING CONSTRUCTION OF A HOME ON BLOCK 231, LOT 9, 60 FOURTH AVENUE AND AUTHORIZING AN AGREEMENT FOR THE SALE OF BLOCK 231, LOT 19, 60 FOURTH AVENUE TO THE SECOND BAPTIST CHURCH OF LONG BRANCH AND AN AGREEMENT FOR THE DEVELOPMENT OF HOUSING WITH THE SECOND BAPTIST CHURCH

R255-07 RESOLUTION REQUESTING AUTHORIZATION TO SUBMIT AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR \$100,000 TO SUPPORT THE CITY OF LONG BRANCH OCEANFRONT AND BROADWAY REDEVELOPMENT PROJECT

R256-07 RESOLUTION REQUESTING AUTHORIZATION TO SUBMIT AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR \$130,000 IN MATCHING FUNDS TO SUPPLEMENT SALARIES AND EQUIPMENT FOR FOUR UEZ POLICE OFFICERS

R257-07 RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF LILLIE AND SHARON IVORY 380 LONG BRANCH AVENUE, LONG BRANCH, NEW JERSEY

R258-07 RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN 2007 TAXES ON PROPERTIES LOCATED AT BLOCK 492, LOT 29 IN THE CITY OF LONG BRANCH

R259-07 RESOLUTION TO CANCEL 2007 TAXES BY THE RECOMMENDATION OF THE PRESENT TAX ASSESSOR (BLOCK 492 LOT 29)

R260-07 RESOLUTION RELEASING ESCROW DEPOSIT (OHEL YAACOB SYNAGOGUE)

R261-07 RESOLUTION RELEASING ESCROW DEPOSITS (LONG BRANCH COVENANT CHURCH)

R262-07 RESOLUTION – EMERGENCY APPROPRIATION DEPARTMENT OF PUBLIC WORKS DISPOSAL COSTS (SANITATION & RECYCLING) OTHER EXPENSES - \$600,000.00

R263-07 RESOLUTION APPROVAL PAYMENT OF BILLS

APPLICATIONS:

1. APPROVAL OF HONORARY MEMBERSHIP FOR JUSTIN G. BLAKE IN THE INDEPENDENT ENGINE & TRUCK CO.
2. APPROVAL OF RAFFLE LICENSE FOR MONMOUTH MEDICAL CENTER FOUNDATION
3. APPROVAL OF RAFFLE LICENSE FOR JERSEY SHORE MEDICAL CENTER FOUNDATION
4. APPROVAL OF (3) RAFFLE LICENSES FOR HOLY CROSS SCHOOL
5. APPROVAL OF RAFFLE LICENSE FOR SHORE CONTEMPORARY ARTS, INC.

REDEVELOPMENT AGENCY:

UPDATE / MR. AARON (TENTATIVE)

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT:

Oro. #36-07

**AN ORDINANCE DELETING SECTION 18(G) "REQUIRED IMPROVEMENTS"
WITHIN CHAPTER 300 "SUBDIVISION OF LAND", ARTICLE V "MISCELLANEOUS
PROVISIONS" OF THE CODE OF THE CITY OF LONG BRANCH, AND ADOPTING
A NEW ARTICLE XI, WITHIN SECTION 300-23 ENTITLED "STORMWATER
MANAGEMENT"**

§300-23 Scope and Purpose

A. Policy Statement

It is hereby determined that the waterways within the City of Long Branch are at times subjected to flooding, that such flooding is a danger to the lives and property of the public; that such flooding is also a danger to the natural resources of the City of Long Branch, the County and the State; that development tends to accentuate flooding by increasing storm water runoff, due to alteration of the hydrologic response of the watershed in changing from the undeveloped to the developed condition; that such increased flooding produced by the development of real property contributes increased quantities of waterborne pollutants, and tends to increase channel erosion; that such increased flooding, increased erosion, and increased pollution constitutes deterioration of the water resources of the City of Long Branch, the County and the State; and that such increased flooding, increased erosion and increased pollution can be controlled to some extent by the regulation of storm water runoff from such development.

It is therefore determined that it is in the public interest to regulate the development of real property and to establish standards to regulate the additional discharge of storm water runoff from such developments as provided in this Chapter. Flood control, groundwater recharge, and pollutant reduction through nonstructural or low impact techniques shall be explored before relying on structural Best Management Practices (BMP's). Structural BMPs should be integrated with nonstructural stormwater management strategies and proper maintenance plans. Nonstructural strategies include both environmentally sensitive site design and source controls that prevent pollutants from being placed on the site or from being exposed to stormwater. Source control plans should be developed based upon physical site conditions and the origin, nature, and the anticipated quantity or amount of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

It is the purpose of this ordinance to establish minimum stormwater management requirements and controls for "major development," as defined in section §300-23.1.

C. Applicability

1. This ordinance shall be applicable to all site plans and subdivisions for the following major developments that require preliminary or final site plan or subdivision review:

- a. Non-residential major developments; and

- b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.

2. This ordinance shall also be applicable to all major developments undertaken by the City of Long Branch.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued for subdivisions and site plans pursuant to this ordinance are to be considered an integral part of development approvals under the subdivision and site plan review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

§300-23.1 Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

“CAFRA Planning Map” means the geographic depiction of the boundaries for Coastal Planning Areas, CAFRA Centers, CAFRA Cores and CAFRA Nodes pursuant to N.J.A.C. 7:7E-5B.3.

“CAFRA Centers, Cores or Nodes” means those areas within boundaries accepted by the Department pursuant to N.J.A.C. 7:8E-5B.

“Compaction” means the increase in soil bulk density.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the Monmouth County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

A county planning agency;

or a county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the New Jersey Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, by any person, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. In the case of development of agricultural lands, development means: any activity that requires a State permit; any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 et seq.

- “Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.
- “Environmentally critical areas” means an area or feature which is of significant environmental value, including but not limited to: stream corridors; natural heritage priority sites; habitat of endangered or threatened species; large areas of contiguous open space or upland forest; steep slopes; and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department’s Landscape Project as approved by the Department’s Endangered and Nongame Species Program.
- “Empowerment Neighborhood” means a neighborhood designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.
- “Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice or gravity.
- “Impervious surface” means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.
- “Infiltration” is the process by which water seeps into the soil from precipitation.
- “Major development” means any “development” that provides for ultimately disturbing one or more acres of land. Disturbance for the purpose of this rule is the placement of impervious surface or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation.
- “Municipality” means the City of Long Branch.
- “Node” means an area designated by the State Planning Commission concentrating facilities and activities, which are not organized in a compact form.
- “Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.
- “Person” means any individual, corporation, company, partnership, firm, association, the City of Long Branch, or political subdivision of this State subject to municipal jurisdiction pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.
- “Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.
- “Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

- “Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.
- “Site” means the lot or lots upon which a major development is to occur or has occurred.
- “Soil” means all unconsolidated mineral and organic material of any origin.
- “State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the state’s future redevelopment and revitalization efforts.
- “State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.
- “Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.
- “Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.
- “Stormwater management basin” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management basin may either be normally dry (that is, a detention basin or infiltration basin), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).
- “Stormwater management measure” means any structural or nonstructural strategy, practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.
- “Tidal Flood Hazard Area” means a flood hazard area, which may be influenced by stormwater runoff from inland areas, but which is primarily caused by the Atlantic Ocean.
- “Time of Concentration” is defined as the time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of interest within a watershed;
- “Total suspended solids” The sum of dissolved and undissolved solids and particulate matter of a buoyancy and/or specific gravity that prohibits their settling in runoff;
- “Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

- (1) Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
- (2) Designated as CAFRA Centers, Cores or Nodes;
- (3) Designated as Urban Enterprise Zones; and
- (4) Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or ground water, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

§300-23.2: General Standards

A. Design and Performance Standards for Stormwater Management Measures

1. Stormwater management measures for major development shall be developed to meet the erosion control, groundwater recharge, stormwater runoff quantity, and stormwater runoff quality standards in §300-23.3. To the maximum extent practicable, these standards shall be met by incorporating nonstructural stormwater management strategies into the design. If these strategies alone are not sufficient to meet these standards, structural stormwater management measures necessary to meet these standards shall be incorporated into the design.
2. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.
3. For site improvements regulated under the Residential Site Improvement Standards (RSIS) at N.J.A.C. 5:21, the RSIS shall apply in addition to this Section except to the extent the RSIS are superseded by this Section or alternative standards applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with the rules of the New Jersey Department of Environmental Protection.

§300-23.3: Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with §300-23.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150.
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of §300-23.3 (F) and (G).
 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and

3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.

D.A waiver from strict compliance from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of §300-23.3 (F) and (G) may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
2. The applicant demonstrates through an alternatives analysis, that through the use of nonstructural and structural stormwater management strategies and measures, the option selected complies with the requirements of §300-23.3 (F) and (G) to the maximum extent practicable;
3. The applicant demonstrates that, in order to meet the requirements of §300-23.3 (F) and (G) existing structures currently in use, such as homes and buildings, would need to be condemned; and
4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under §300-23.3 (D3) above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of §300-23.3 (F) and (G), that were not achievable on-site.

E. Nonstructural Stormwater Management Strategies

1. To the maximum extent practicable, the standards in §300-23.3 (F) and (G), shall be met by incorporating nonstructural stormwater management strategies set forth at §300-23.3 (E) into the design. The applicant shall identify the nonstructural measures incorporated into the design of the project. If the applicant contends that it is not feasible for engineering, environmental, or safety reasons to incorporate any nonstructural stormwater management measures identified in §300-23.3 (E) (2) below into the design of a particular project, the applicant shall identify the strategy considered and provide a basis for the contention.
2. Nonstructural stormwater management strategies incorporated into site design shall:
 - a. Protect areas that provide water quality benefits or areas particularly susceptible to erosion and sediment loss;
 - b. Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces;
 - c. Maximize the protection of natural drainage features and vegetation;
 - d. Minimize the decrease in the "time of concentration" from pre-construction to post construction. "Time of concentration" is defined as the time it takes for runoff to

travel from the hydraulically most distant point of the watershed to the point of interest within a watershed;

- e. Minimize land disturbance including clearing and grading;
 - f. Minimize soil compaction;
 - g. Provide low-maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers and pesticides;
 - h. Provide vegetated open-channel conveyance systems discharging into and through stable vegetated areas;
 - i. Provide other source controls to prevent or minimize the use or exposure of pollutants at the site, in order to prevent or minimize the release of those pollutants into stormwater runoff. Such source controls include, but are not limited to:
 - (1) Site design features that help to prevent accumulation of trash and debris in drainage systems, including features that satisfy §300-23.3 (E) (3) below;
 - (2) Site design features that help to prevent discharge of trash and debris from drainage systems;
 - (3) Site design features that help to prevent and/or contain spills or other harmful accumulations of pollutants at industrial or commercial developments; and
 - (4) When establishing vegetation after land disturbance, applying fertilizer in accordance with the requirements established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules.
3. Site design features identified under §300-23.3 (E)(2)(i)(2) above shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see §300-23.3(E)(3)(c) below:
- a. Design engineers shall use either of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - (1) The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines (April 1996); or
 - (2) A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer

manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater basin floors.

- b. Whenever design engineers use a curb-opening inlet, the clear space in that curb opening (or each individual clear space, if the curb opening has two or more clear spaces) shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
- c. This standard shall not apply under the following conditions or situations:
 - (1) Where the review agency determines that this standard would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets that meet these standards;
 - (2) Where flows from the water quality design storm as specified in §300-23.3 (G)(1) are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - (a) A rectangular space four and five-eighths inches long and one and one-half inches wide (this option does not apply for outfall netting facilities);
or
 - (b) A bar screen having a bar spacing of 0.5 inches.
 - (3) Where flows are conveyed through a trash rack that has parallel bars with one-inch (1") spacing between the bars, to the elevation of the water quality design storm as specified in §300-23.3 (G)(1); or
 - (4) Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.
4. Any land area used as a nonstructural stormwater management measure to meet the performance standards in §300-23.3 (F) and (G) shall be dedicated to a government agency, subjected to a conservation restriction filed with the Monmouth County Clerk's office, or subject to an approved equivalent restriction that ensures that measure or an equivalent stormwater management measure approved by the reviewing agency is maintained in perpetuity.
5. Guidance for nonstructural stormwater management strategies is available in the New Jersey Stormwater Best Management Practices Manual. The BMP Manual may be obtained from the address identified in §300-23.3, or found on the Department's website at www.njstormwater.org.

F. Erosion Control, Groundwater Recharge and Runoff Quantity Standards

1. This subsection contains minimum design and performance standards to control erosion, encourage and control infiltration and groundwater recharge, and control stormwater runoff quantity impacts of major development.
 - a. The minimum design and performance standards for erosion control are those established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq. and implementing rules.
 - b. The minimum design and performance standards for groundwater recharge are as follows:
 - (1) The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at §300-23.3, either:
 - (a) Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - (b) Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
 - (2) This groundwater recharge requirement does not apply to projects within an “urban redevelopment area,” or to projects subject to (3) below.
 - (3) The following types of stormwater shall not be recharged:
 - (a) Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - (b) Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process,

manufacturing, or other industrial activities that are exposed to stormwater.

- (4) The design engineer shall assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems and other subsurface structures in the vicinity or downgradient of the groundwater recharge area.
- c. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at §300-23.3, complete one of the following:
- (1) **No Increase in Volume Runoff**-Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the two, 10, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - (2) **No Increase in Runoff Rate**-Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the two, 10, and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - (3) **Reduction in Runoff Rate**-Design stormwater management measures so that the post-construction peak runoff rates for the 2, 10 and 100 year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed. The percentages shall not be applied to post-construction stormwater runoff into tidal flood hazard areas if the increased volume of stormwater runoff will not increase flood damages below the point of discharge; or
 - (4) In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with (1), (2) and (3) above shall only be applied if the increased volume of stormwater runoff could increase flood damages below the point of discharge.
2. Any application for a new agricultural development that meets the definition of major development at §300.23.1 shall be submitted to the Freehold Soil Conservation District for review and approval in accordance with the requirements

of this section and any applicable Freehold Conservation District guidelines for stormwater runoff quantity and erosion control. For the purposes of this section, "agricultural development" means land uses normally associated with the production of food, fiber, or livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacturing of agriculturally related products.

G. Stormwater Runoff Quality Standards

1. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff by 80 percent of the anticipated load from the developed site, expressed as an annual average. Stormwater management measures shall only be required for water quality control if an additional 1/4-acre of impervious surface is being proposed on a development site. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollution Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 1. The calculation of the volume of runoff may take into account the implementation of non-structural and structural stormwater management measures.

Table 1: Water Quality Design Storm Distribution			
Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
0	0.0000	65	0.8917
5	0.0083	70	0.9917
10	0.0166	75	1.0500
15	0.0250	80	1.0840
20	0.0500	85	1.1170
25	0.0750	90	1.1500
30	0.1000	95	1.1750
35	0.1330	100	1.2000
40	0.1660	105	1.2250
45	0.2000	110	1.2334
50	0.2583	115	1.2417
55	0.3583	120	1.2500
60	0.6250		

2. For purposes of TSS reduction calculations, Table 2 below presents the presumed removal rates for certain BMPs designed in accordance with the New Jersey Stormwater Best Management Practices Manual. The BMP Manual may be obtained from the address identified in §300-23.6, or found on the Department's website at www.njstormwater.org. The BMP Manual and other sources of technical guidance are listed in §300-23.6. TSS reduction shall be calculated based on the removal rates for the BMPs in Table 2 below. Alternative removal rates and methods of calculating removal rates may be used if the design engineer provides documentation demonstrating the capability of these alternative rates and methods to the review agency. A copy of any approved alternative rate or method of calculating the removal rate shall be provided to the Department at the following address: Division of Watershed Management, New Jersey Department of Environmental Protection, PO Box 418 Trenton, New Jersey, 08625-0418.
3. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (AXB)/100$$

Where

R = total TSS percent load removal from application of both BMPs, and

A = the TSS percent removal rate applicable to the first BMP

B = the TSS percent removal rate applicable to the second BMP

Best Management Practice	TSS Percent Removal Rate
Bioretention Systems	90
Constructed Stormwater Wetland	90
Extended Detention Basin	40-60
Infiltration Structure	80
Manufactured Treatment Device	50-90
Sand Filter	80
Vegetative Filter Strip	60-80
Wet Pond	50-90

4. If there is more than one onsite drainage area, the 80 percent TSS removal rate shall apply to each drainage area, unless the runoff from the sub areas converge on site in

which case the removal rate can be demonstrated through a calculation using a weighted average.

5. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include nonstructural strategies and structural measures that optimize nutrient removal while still achieving the performance standards in §300-23.3 (F) and (G).
6. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
7. Additional information and examples are contained in the New Jersey Stormwater Best Management Practices Manual, which may be obtained from the address identified in §300-23.6.
8. Special water resource protection areas shall be established along all waters designated Category One at N.J.A.C. 7:9B, and perennial or intermittent streams that drain into or upstream of the Category One waters as shown on the USGS Quadrangle Maps or in the County Soil Surveys, within the associated HUC14 drainage area. These areas have been established for the protection of water quality, aesthetic value, exceptional ecological significance, exceptional recreational significance, exceptional water supply significance, and exceptional fisheries significance of those established Category One waters. These areas shall be designated and protected as follows:
 - a. The applicant shall preserve and maintain a special water resource protection area in accordance with one of the following:
 - (1) A 300-foot special water resource protection area shall be provided on each side of the waterway, measured perpendicular to the waterway from the top of the bank outwards or from the centerline of the waterway where the bank is not defined, consisting of existing vegetation or vegetation allowed to follow natural succession is provided.
 - (2) Encroachment within the designated special water resource protection area under Subsection (1) above shall only be allowed where previous development or disturbance has occurred (for example, active agricultural use, parking area or maintained lawn area). The encroachment shall only be allowed where applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable. In no case shall the remaining special water resource protection area be reduced to less than 150 feet as measured perpendicular to the top of bank of the waterway or centerline of the

waterway where the bank is undefined. All encroachments proposed under this subparagraph shall be subject to review and approval by the Department.

- b. All stormwater shall be discharged outside of but may flow through the special water resource protection area and shall comply with the Standard for Off-Site Stability in the "Standards For Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act , N.J.S.A. 4:24-39 et seq.
- c. If stormwater discharged outside of and flowing through the special water resource protection area cannot comply with the Standard For Off-Site Stability in the "Standards for Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act , N.J.S.A. 4:24-39 et seq., then the stabilization measures in accordance with the requirements of the above standards may be placed within the special water resource protection area, provided that:
 - (1) Stabilization measures shall not be placed within 150 feet of the Category One waterway;
 - (2) Stormwater associated with discharges allowed by this section shall achieve a 95 percent TSS post-construction removal rate;
 - (3) Temperature shall be addressed to ensure no impact on the receiving waterway;
 - (4) The encroachment shall only be allowed where the applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable;
 - (5) A conceptual project design meeting shall be held with the appropriate Department staff and Soil Conservation District staff to identify necessary stabilization measures; and
 - (6) All encroachments proposed under this section shall be subject to review and approval by the Department.
- d. A stream corridor protection plan may be developed by a regional stormwater management planning committee as an element of a regional stormwater management plan, or by a municipality through an adopted municipal stormwater management plan. If a stream corridor protection plan for a waterway subject to §300-23.3G(8) has been approved by the Department of Environmental Protection, then the provisions of the plan shall be the applicable special water resource protection area requirements for that waterway. A stream corridor protection plan for a waterway subject to G.8 shall maintain or enhance the current functional value and overall condition of the special water resource protection area as defined in §300-23.3 G.8.a.(1) above. In no case shall a stream corridor protection plan allow the reduction of the Special Water Resource Protection Area to less than 150 feet as measured perpendicular to the waterway subject to this subsection.

- e. Paragraph.8 above does not apply to the construction of one individual single family dwelling that is not part of a larger development on a lot receiving preliminary or final subdivision approval on or before February 2, 2004, provided that the construction begins on or before February 2, 2009.

§300-23.4: Calculation of Stormwater Runoff and Groundwater Recharge

A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using one of the following methods:
 - a. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in the NRCS National Engineering Handbook Section 4 – Hydrology and Technical Release 55 – Urban Hydrology for Small Watersheds; or
 - b. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations.
2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term “runoff coefficient” applies to both the NRCS methodology at §300-23.4 (A)(1)(a) and the Rational and Modified Rational Methods at Section §300-23.4(A)(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS Technical Release 55 – Urban Hydrology for Small Watersheds and other methods may be employed.

5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

1. The New Jersey Geological Survey Report GSR-32 A Method for Evaluating Ground-Water Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at <http://www.state.nj.us/dep/njgs/>; or at New Jersey Geological Survey, 29 Arctic Parkway, P.O. Box 427 Trenton, New Jersey 08625-0427; (609) 984-6587.

C. Design of stormwater conduit systems shall utilize the Sandy Hook, 25-year rainfall.

§300-23.5: Standards for Structural Stormwater Management Measures

A. Standards for structural stormwater management measures are as follows:

1. Structural stormwater management measures shall be designed to take into account the existing site conditions, including, for example, environmentally critical areas, wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone).
2. Structural stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure as appropriate, and shall have parallel bars with one-inch (1") spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third (1/3) the width of the diameter of the orifice or one-third (1/3) the width of the weir, with a minimum spacing between bars of one-inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of §300-23.7 (B).
3. Structural stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement.
4. At the intake to the outlet from the stormwater management basin, the orifice size shall be a minimum of two and one-half inches in diameter.
5. Stormwater management basins shall be designed to meet the minimum safety standards for stormwater management basins at §300-23.7.

B. Stormwater management measure guidelines are available in the New Jersey Stormwater Best Management Practices Manual. Other stormwater management measures may be utilized provided the design engineer demonstrates that the proposed measure and its design will accomplish the required water quantity, groundwater recharge and water quality design and performance standards established by §300-23.3 of this ordinance.

C. Manufactured treatment devices may be used to meet the requirements of §300-23.3 of this ordinance, provided the pollutant removal rates are verified by the New Jersey Corporation for advanced Technology and certified by the Department.

§300-23.6 Sources for Technical Guidance

A. Technical guidance for stormwater management measures can be found in the documents listed at 1 and 2 below, which are available from Maps and Publications, New Jersey Department of Environmental Protection, 428 East State Street, P.O. Box 420, Trenton, New Jersey, 08625; telephone (609) 777-1038.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended. Information is provided on stormwater management measures such as: bioretention systems, constructed stormwater wetlands, dry wells, extended detention basins, infiltration structures, manufactured treatment devices, pervious paving, sand filters, vegetative filter strips, and wet ponds.
2. The New Jersey Department of Environmental Protection Stormwater Management Facilities Maintenance Manual, as amended.

B. Additional technical guidance for stormwater management measures can be obtained from the following:

1. The "Standards for Soil Erosion and Sediment Control in New Jersey" promulgated by the State Soil Conservation Committee and incorporated into N.J.A.C. 2:90. Copies of these standards may be obtained by contacting the State Soil Conservation Committee or any of the Soil Conservation Districts listed in N.J.A.C. 2:90-1.3(a)4. The location, address, and telephone number of each Soil Conservation District may be obtained from the State Soil Conservation Committee, P.O. Box 330, Trenton, New Jersey 08625; (609) 292-5540;

§300-23.7: Safety Standards for Stormwater Management Basins

A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This section applies to any new stormwater management basin.

B. Requirements for Trash Racks, Overflow Grates and Escape Provisions

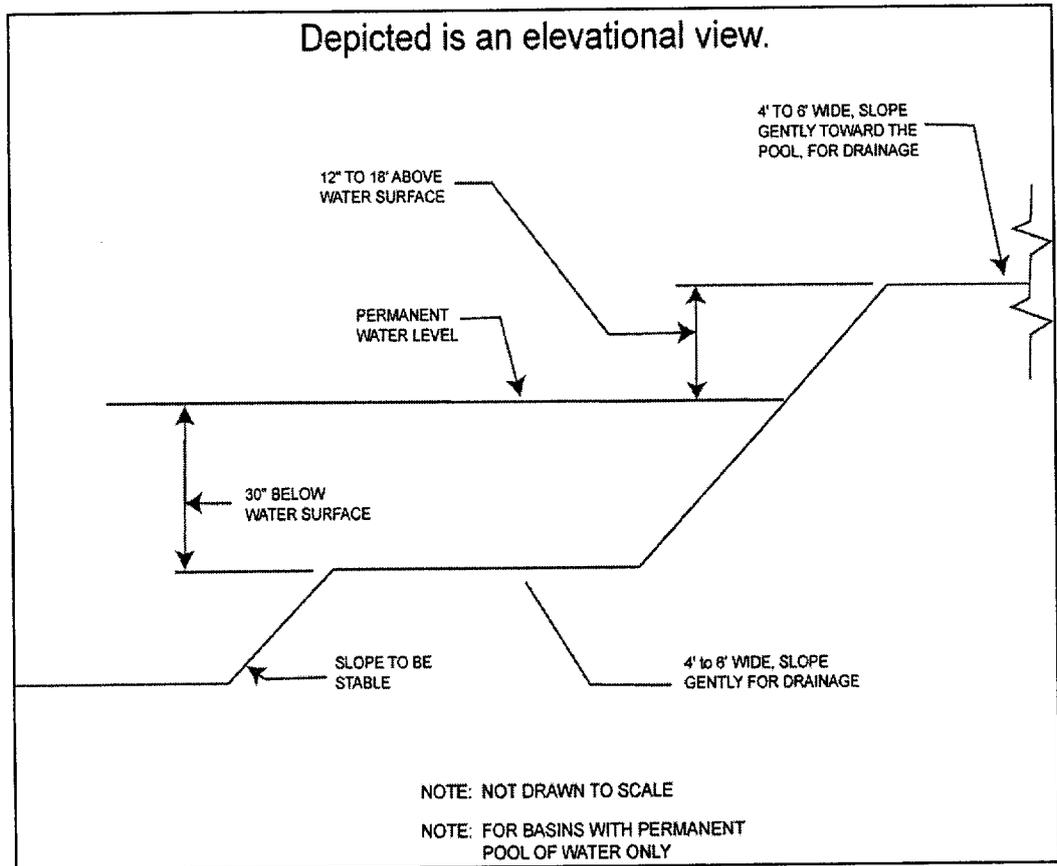
1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the stormwater management basin to ensure proper functioning of the basin outlets in accordance with the following:
 - a. The trash rack shall have parallel bars, with no greater than six inch spacing between the bars.
 - b. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure.
 - c. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack.
 - d. The trash rack shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs/ft sq.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - a. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - b. The overflow grate spacing shall be no less than two inches across the smallest dimension.
 - c. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs./ft sq.
3. For purposes of this paragraph, escape provisions means the permanent installation of ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management basins. Stormwater management basins shall include escape provisions as follows:
 - a. If a stormwater management basin has an outlet structure, escape provisions shall be incorporated in or on the structure. With the prior approval of the reviewing agency identified in §300-23.6(C) a free-standing outlet structure may be exempted from this requirement.
 - b. Safety ledges shall be constructed on the slopes of all new stormwater management basins having a permanent pool of water deeper than two and one-half feet. Such safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See §300-23.6 (D) for an illustration of safety ledges in a stormwater management basin.

- c. In new stormwater management basins, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than 3 horizontal to 1 vertical.

C. Variance or Exemption from Safety Standards

1. A variance or exemption from the safety standards for stormwater management basins may be granted only upon a written finding by the appropriate reviewing agency (municipality, county or Department) that the variance or exemption will not constitute a threat to public safety.

D. Illustration of Safety Ledges in a New Stormwater Management Basin



§300-23.8: Requirements for a Site Development Stormwater Plan

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at §300-23.7 (C) as part of the submission of the applicant's application for subdivision or site plan approval.

2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit fourteen (14) copies of the materials listed in the checklist for site development stormwater plans in accordance with §300-23.7 (C) of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the subdivision or site plan review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the engineer retained by the Planning and/or Zoning Board (as appropriate) to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Checklist Requirements

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams, waterways that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its environs. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plan(s)

A map (or maps) at the scale of the topographical base map indicating the location of areas of impervious surface including, but not limited to existing and proposed buildings, roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations occur in the natural terrain and cover,

including lawns and other landscaping, and seasonal high ground water elevations. A written description of the site plan and justification of proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of §300-23.2 through sections §300-23.5 are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- a. Total area to be paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- b. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- a. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in §300-23.3.
- b. When the proposed stormwater management control measure (e.g., infiltration basins) depends on the hydrologic properties of soils, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of §300-23.9.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipal engineer, waive submission of any of the requirements in §300-23.8 (C)(1) through (C)(6) of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

9. Site Plan Checklist

Major development applications shall require the Applicant shall complete and submit a copy of the Site Conditions Checklist, which can be found immediately following this Section.

Long Branch City-Site Conditions Checklist			
In addition to the prescribed information in §300-23.8: Requirements for a Site Development Stormwater Plan, Part C- Checklist Requirements, the following elements should be considered and presented as appropriate and in combinations sufficient to adequately indicate the existing site conditions and that of the surrounding environs:			
Yes	No	Not Applicable	
			Hydrology
			Perennial or intermittent streams as shown on the USGS 7.5 Minute Quadrangle Maps and as indicated in the Soil Survey of Monmouth County, New Jersey
			Special water resource protection areas along all waters designated Category One at N.J.A.C.7:9B and perennial/intermittent streams that drain into/upstream of the Category One waters as shown on the USGS Quad Maps Soil Survey
			Wetlands, NJDEP Linear Non-Tidal Wetlands, Marshlands and NJDEP Letter of Interpretation findings FEMA Q3 Flood Data 100 Year-Floodplains and Floodways
			Boundaries and Buffers
			Appropriate buffers to streams, rivers, wetlands, marshlands, ponds, lakes and other water bodies as specified in pertinent "ordinances, rules, regulations, statutes or other provisions of law imposed by local, County, State or Federal agencies"
			Existing and proposed bearing and distances of property lines
			Existing and proposed conservation, maintenance, construction, reconstruction, sight, utility, drainage and right-of way easements and dedications
			Vegetation and Landscaping
			Pervious and vegetated surfaces, i.e. woodlands, grasslands and other significant natural features
			Native and invasive stands of vegetation
			Vegetated habitat for Threatened and Endangered Species

Long Branch City-Site Conditions Checklist			
In addition to the prescribed information in §300-23.8: Requirements for a Site Development Stormwater Plan, Part C- Checklist Requirements, the following elements should be considered and presented as appropriate and in combinations sufficient to adequately indicate the existing site conditions and that of the surrounding environs:			
			Geology and Soils
			Steep slopes (10% or greater)
			Colloidal soils
			Highly erodible soils, with an erodibility factor (K) of .40 or greater
			Seasonal high water table
			Soils subject to dynamic compaction and compacted soil
			Geology and Soils
			Shrink swell potential
			Deeply fractured bedrock
			Hardpans and plough pans
			Existing Man Made Structures and Activities
			Existing buildings and significant permanent manmade features
			Roads by classification, parking areas and other impervious surfaces
			Bridges and culverts
			Utilities, sub-surface and above ground mining / quarry operations and blasting areas
			Acid or other hazardous runoff
			Areas of fill and buried debris
			Wellheads and associated ground water withdrawals
			Pipes, discharges and BMP's of existing stormwater utilities
			Groundwater mounding
			Septic systems and wells of adjacent lots
			Leaking sanitary lines
			Previous land use (agricultural, industrial, commercial)

§300-23.9: Maintenance and Repair

A. Applicability

1. Projects subject to review as in §300-23 (C) shall comply with the requirements of §300-23 (B) and (C).

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.

2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
3. Responsibility for maintenance shall not be assigned or transferred to the municipality in a residential development or project. Responsibility for facilities located in commercial or development sites shall be the owner of the site. A named individual shall be responsible for the safety and maintenance of said facility. The posting of a two-year maintenance guarantee in accordance with N.J.S.A. 40:55D-53 shall be required for all facilities not dedicated to the municipality or other public agency.
4. If the person responsible for maintenance identified under §300-23.9 (B)(2) above is not a public agency, the maintenance plan and any future revisions based on §300-23.9 (B)(7) below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
5. Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
6. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.
7. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed, and submit such changes for approval by the City Engineer.
8. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by §300-23.9 (B)(6) and §300-23.9 (B)(7) within 10 days of such a request.

9. The requirements of §300-23.9 (B)(3) and (B)(4) do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency.

10. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person.

C. Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

§300-23.10: Penalties

Any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure, or land in violation of this article shall be subject to the following penalties:

Failure to comply with any provisions of this Section shall be considered a violation of the Coded Ordinances of Long Branch City and shall be punishable by a fine of one thousand dollars (\$1,000.00) or ninety (90) days in jail, or both. Each day of such violations continuance shall be considered as a separate offense and shall be separately punishable. These penalties shall not be in the exclusive remedy available, and nothing in this ordinance shall prevent an applicant from obtaining injunctive relief.

§300-23.11 Effective Date

A. This ordinance shall take effect immediately upon the approval by the county review agency, or sixty (60) days from the receipt of the ordinance by the county review agency if the county review agency should fail to act.

§300-23.12 Severability

A. If the provisions of any section, subsection, paragraph, subdivision, or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

§ 300-23.13 Fees

- A. All subdivision and site plan review fees associated with this ordinance shall be provided by the applicant as adopted by the City of Long Branch within section §69-29(Fees) of this Code.

37-07

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$2,610,000 FOR IMPROVEMENTS TO PROPERTY ACQUIRED FOR THE CREATION OF A MUNICIPAL PARK IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$2,480,000 BONDS OR NOTES OF THE CITY FOR FINANCING PART OF THE APPROPRIATION.

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

Section 1. The improvement described in Section 3 of this bond ordinance has heretofore been authorized to be undertaken by the City of Long Branch, New Jersey as a general improvement. For the improvement or purpose described in Section 3, there is hereby appropriated the supplemental amount of \$2,610,000, such sum being in addition to the \$1,300,000 appropriated therefor by bond ordinance numbered 7-06 finally adopted April 14, 2006 and including the sum of \$130,000 as the additional down payment required by the Local Bond Law. The additional down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the additional cost of the improvement or purpose not covered by application of the additional down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$2,480,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is improvements to property acquired for the creation of a municipal park, to include, but not limited to, creation of utility sports fields, landscaping, irrigation and drainage and including all work and materials necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is \$3,718,000, including the \$1,239,000 bonds or notes authorized by bond ordinance numbered 7-06 finally adopted April 14, 2006 and \$2,480,000 bonds or notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$3,910,000, including the \$1,300,000 appropriated by bond ordinance numbered 7-06 finally adopted April 14, 2006 and \$2,610,000 appropriated herein.

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

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

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

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose that the City may lawfully

undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$2,480,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$300,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$300,000 was estimated for these items of expense in bond ordinance numbered 7-06 finally adopted April 14, 2006 and no additional amount is estimated for these items of expense herein.

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

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

38-01

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$2,990,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,841,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the City of Long Branch, New Jersey as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$2,990,000, including the aggregate sum of \$149,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$2,841,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

(a) Providing for street paving and City-wide drainage improvements, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$730,000	\$695,000	15 years

(b) Providing for the purchase of vehicles, but not limited to, a garbage truck and tire loader for the Department of Public Works.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$360,000	\$342,000	5 years

(c) Providing for the acquisition of, but not limited to, a filing system for the Department of Building & Development.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$ 55,000	\$ 52,000	5 years

(d) Providing for the purchase of property, known as Block 252, Lot 2.013 located at 600 Route 36 for expansion of the Department of Public Works.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$880,000	\$838,000	40 years

(e) Providing for a sand replenishment project, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$900,000	\$853,000	15 years

(f) Providing for major renovations to the City's boardwalk, including all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$ 65,000	\$ 61,000	15 years

<u>TOTAL APPROPRIATION</u>	<u>TOTAL BOND AUTHORIZATION</u>	<u>AVERAGE PERIOD OF USEFULNESS</u>
\$2,990,000	\$2,841,000	20.98 years

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

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

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

(a) The purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements that the City may lawfully undertake as general improvements, and no part of the costs thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 20.98 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$2,841,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$170,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated costs indicated herein for the purposes or improvements.

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

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

Ordinance No. 39-01

**Ordinance Authorizing Sixty Day Extension of
Pier Village Phase III Conditional Designation**

WHEREAS, the City of Long Branch and Pier Village LWAG, LLC have entered into a third amendment to the amended and restated redevelopment agreement; and

WHEREAS, pursuant to section 3.1.3 inset of the third amendment to the amended and restated redevelopment agreement, Pier Village, Phase III has until September 30, 2007 to agree upon the full site plan as defined in the agreement; and

WHEREAS, the City of Long Branch through its design consultants and financial consultants has worked diligently with the developers' design team over the past six months; and

WHEREAS, tremendous progress have been made in the development of a site plan, it is mutually anticipated by and between the City's redevelopment team consisting of Pratap Talwar, Ralph Basile, Howard Woolley, Carl Turner and Kevin Hayes that it will take approximately sixty (60) to ninety (90) days, a minimum of thirty (30) days and a maximum of ninety (90) days beyond September 30, 2007 to come to a final agreement as to the full site plan design; and

WHEREAS, Ralph Basile of Basile Baumann & Prost needs to review additionally the *pro forma* that accompanies the site plan to ensure economic viability of the project.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch, that Pier Village Applied, LWAG, shall have until November 30, 2007 to agree with the City on a full site plan for Pier Village Phase III which extension is pursuant to section 3.1.3 in the third amendment to the amended and restated redevelopment agreement between the City of Long Branch and Pier Village development I LLC, Pier Village development II LLC and Pier Village Applied LWAG, LLC.

BE IT FURTHER RESOLVED that an additional sixty (60) day extension is authorized until January 21, 2008 if deemed necessary by the Business Administrator of the City of Long Branch.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

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R# 251-07

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

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

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to refund the overpayment and charge 2007 taxes in the amount of \$796.60 and the refund is to be applied to unpaid taxes on block 303 lot 9 in the amount of \$75.18 and the balance of the refund of \$721.42 be refunded as shown below.

BLOCK	LOT	OWNER	AMOUNT
303 72 Ocean Terr.	9	City of Long Branch (to be applied to unpaid balance)	75.18
303 67 Marine Terr.	2	Sauve, Marc & Kathleen 1818 Florida Avenue West Palm Beach, Fl 33401	721.42

R# 252-07

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

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

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$9,780.47 and charge 2007 taxes.

BLOCK	LOT	Address	AMOUNT
303	2	72 Ocean Terr.	5,851.34
303	9	67 Marine Terr.	3,929.13

R# 254-01

**RESOLUTION AUTHORIZING THE RESCISSION OF AN AGREEMENT
BETWEEN THE CITY OF LONG BRANCH AND D.R. MON GROUP, INC.,
REGARDING CONSTRUCTION OF A HOME ON BLOCK 231, LOT 19, 60 FOURTH
AVENUE AND AUTHORIZING AN AGREEMENT FOR THE SALE OF BLOCK 231,
LOT 19, 60 FOURTH AVENUE TO THE SECOND BAPTIST CHURCH OF LONG
BRANCH AND AN AGREEMENT FOR THE DEVELOPMENT OF HOUSING WITH
THE SECOND BAPTIST CHURCH**

WHEREAS, the City of Long Branch acquired real property located at 185 Monmouth Street via eminent domain, from Dolores Smith, as part of the Gregory School/Aquatic Center project; and

WHEREAS, as part of the City's responsibilities and requirements under the eminent domain law, Ms. Smith has been housed in temporary housing since the City's acquisition of the property, and the City and Ms. Smith have, through negotiations, been attempting to relocate Ms. Smith, including to a home to be specifically constructed for Ms. Smith, which would be built upon City owned property; and

WHEREAS, Ms. Smith, via an Agreement and Consent Order filed with the Court, received the sum of \$251,120.65 as just compensation in the eminent domain proceeding, and whereas a contract for the transfer of a home to Ms. Smith has not come to fruition. Nonetheless, the City is still obligated under the eminent domain proceeding to provide Ms. Smith with an opportunity to purchase a newly constructed home on a City owned lot; and

WHEREAS, the City had previously determined that it is appropriate to enter into an agreement with D.R. Mon Group, Inc., a local builder of good reputation who has done construction throughout the City, to build a home on 60 Fourth Avenue, Block 231, Lot 19 giving a right of first refusal to Ms. Smith; and

WHEREAS, the Council of the City of Long Branch has previously entered into a contract with D.R. Mon Group, Inc. for the construction of the home, giving Ms. Smith the right of first refusal to purchase same; and

WHEREAS, it has become evident that the City's prior agreement with D.R. Mon Group, Inc., cannot be accomplished as it was originally intended; and

WHEREAS, the Second Baptist Church of Long Branch, a not for profit community based corporation organized by charter and qualified by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code as a non-profit, tax exempt corporation ("Second Baptist Church"), has expressed a desire to enter into an Agreement with the City of

Long Branch whereby Second Baptist Church will participate in the development and sale of a home located on the subject property to Dolores Smith, in order to assist the City in fulfilling its obligations under the eminent domain proceeding against Mrs. Smith; and

WHEREAS, the Council of the City of Long Branch has determined that the subject property is not needed for the City's purposes, and that it is now appropriate to enter into an agreement to transfer that City owned property located at 60 Fourth Avenue, Block 231, Lot 19, to the Second Baptist Church of Long Branch; and

WHEREAS, the Council of the City of Long Branch has determined that it is in the best interest of the City to simultaneously enter into an Agreement with the Second Baptist Church, for the development of a home on that property located at 60 Fourth Avenue, Block 231, Lot 19, to which Dolores Smith will have the first right of refusal to purchase; and

WHEREAS, the aforesaid Agreements are authorized by N.J.S.A. 40A:12-21, which permits this sale of City owned property to an organization such as Second Baptist Church for nominal consideration where the organization shall develop such property for residential sale and use; and

WHEREAS, D.R. Mon Group, Inc., has agreed to rescind the prior Agreement entered into between themselves and the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Long Branch and/or his designee be and hereby is authorized to execute any and all documents deemed necessary to rescind the prior Agreement with D.R. Mon Group, Inc., for the construction of a single family home on property located at Block 231, Lot 19, commonly known as 60 Fourth Avenue, in the City of Long Branch, for which Ms. Smith would have a right of first refusal; and

IT IS FURTHER RESOLVED, that the Mayor of the City of Long Branch and/or his designee be and hereby is authorized to execute an Agreement between the City of Long Branch and the Second Baptist Church of Long Branch, for the development of a residential housing unit on that property located at Block 231, Lot 19, more commonly known as 60 Fourth Avenue, Long Branch, New Jersey in the form (or substantially in such form) as attached hereto as "**Exhibit A**"; and

IT IS FURTHER RESOLVED, that the Mayor of the City of Long Branch and/or his designee be and hereby is authorized to execute an Agreement between the City of Long Branch as Seller and the Second Baptist Church of Long Branch as Purchaser, for the transfer for the construction of a single family home on property located at Block 231, Lot 19, commonly known as 60 Fourth Avenue, in the City of Long Branch in the form (or substantially in such form) as attached hereto as **“Exhibit B”**.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

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EXHIBIT A

CONTRACT FOR THE PURCHASE OF LAND

Dated: July _____, 2007

Preamble

The City of Long Branch, Monmouth County, New Jersey, desires to have developed as housing certain real property lot owned by it and which is identified in the attached exhibit A ("City Lot").

Second Baptist Church of Long Branch ("Second Baptist"), as a not for profit community based corporation, organized by charter and qualified by the Internal Revenue service under section 501 (c) of the Internal Revenue Code as a non profit, tax exempt corporation, desires to cause and participate in the development and sale of housing to be developed and sold to individual home buyers in the community.

D.R. Mon Group, Inc. ("D.R. Mon") is willing to participate in the development and sale of the City Lot as housing in accordance with the City of Long Branch Ordinance and the Contract between D.R. Mon and the City of Long Branch, and D.R. Mon has demonstrated its capacity and knowledge to carry out the development, marketing, building, and sale of housing.

Second Baptist and D.R. Mon have entered into or are about to enter into an agreement whereby D.R. Mon will undertake the obligations of Second Baptist to develop, market, build, and convey housing.

Whereas, the transfer of the City Lot will result in the development of an otherwise undeveloped piece of City property into a residential property which will also be added to the tax rolls of the City.

Therefore, in consideration of the preamble recitals and the mutual undertakings set forth below, the City of Long Branch and Second Baptist agree as follows:

1. Purchase Agreement and Property Description:

BUYER, Second Baptist Church of Long Branch, 93 Liberty Street, Long Branch, New Jersey 07740;

agrees to purchase from:

SELLER, City of Long Branch, 344 Broadway, Long Branch, NJ 07740,

which agrees to sell to Buyer all of that property described on the attached exhibit A, as shown on the municipal tax map of the City of Long Branch, Monmouth County, NJ, according to the

terms of this Contract.

2. Purchase Price and Manner of Payment:

\$1.00, payable at closing of title to each lot.

3. Mortgage:

None

4. Closing of Title:

4.1. Title to the Property shall be free from all claims or rights of others, except as described elsewhere in this Contract. The deed shall contain the full legal description of the property, and at the time of delivery of the deed, the Seller shall deliver the usual affidavit of title (bargain and sale with covenant against grantor's acts). Delivery of the deed and affidavit of title by Seller will occur at the Closing. At Buyer's option, the Closing will take place prior to approval by any other governmental agency but after approvals by the City of Long Branch Planning Board. Closing on all City Lots shall take place at the City of Long Branch.

4.2. The exact closing date cannot be determined at this time; however, it shall be five (5) days from Notice by the City of Long Branch that it is ready to convey title to Second Baptist.

5. Quality of Title:

The sale will be subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose. The buyer does not have to complete the purchase, however, if any easement, restriction, or facts disclosed by an accurate survey would interfere with the use of the Property for the purposes and in the form provided in D.R. Mon's application presently pending or about to be filed before the Planning Board of the City of Long Branch.

Title to the Property shall be good, marketable, and insurable, at regular rates, by a reputable A Plus title insurance company licensed to do business in the State of New Jersey, subject only to the claims and rights described in this Section. Buyer agrees to order title insurance commitment (title search) and to furnish copies to Seller. In the event Seller's title shall contain any exceptions other than as set forth in this paragraph, Buyer shall notify Seller and Seller shall have 30 days within which to eliminate those exceptions.

6. Assessments:

All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public improvements which have been completed as of the date of Closing are to be paid in full by Seller or credited to the Buyer at Closing. A confirmed assessment is a

lien (legal claim) against the property. An unconfirmed assessment is a potential lien (legal claim) which, when approved by the appropriate governmental body, will become a legal claim against the property.

7. Buyer's right to Possession:

The Buyer shall be entitled to possession of the Property and any rents or profits from the Property, immediately upon the delivery of the deed and closing of title. Buyer and its agents may prior to Closing come upon the property for the purpose of performing tests and inspections.

8. Brokers:

Buyer and Seller represent and warrant, each to the other, that there is no broker involved in or entitled to a commission with respect to this sale. Buyer and Seller indemnify and hold each other harmless in connection with their representations contained in this paragraph. This paragraph shall survive Closing.

9. Additional Provisions:

9.1. This Contract is conditioned upon and subject to D.R. Mon, at its sole cost and expense, obtaining building permits, availability of utilities and allocations, and approval from all governmental agencies with jurisdiction over the Property, its proposed use, and the Project.

9.2. Seller warrants and represents that it has no knowledge, information, or belief which would lead a reasonable person to believe that the Property is or has been environmentally contaminated as that term has been interpreted by the New Jersey Department of Environmental Protection. This provision shall survive the closing of title.

9.2.1. Intentionally Left Blank

9.2.2. Intentionally Left Blank

9.3. Intentionally Left Blank

9.4. City of Long Branch warrants and represents that its action in signing this Contract has been approved by the governing body of the City pursuant to law for an action of this type

9.5. Second Baptist warrants and represents that its action in signing this Contract has been approved by its Board of Directors or Trustees as the case may be in accordance with the requirements of law for an action of this type.

9.6. Buyer is acquiring the property for the express and sole purpose of constructing housing. This provision shall survive closing of title.

9.7. This Contract and the Closings of title to individual lots is conditioned upon Second Baptist entering into a simultaneous contract with D.R. Mon for the simultaneous conveyance of the City Lot to D.R. Mon for the purpose of D.R. Mon carrying out the obligations of Second Baptist to develop housing.

9.8. In conjunction with the development and sale of housing on the City Lot as set forth in this Contract, to the extent requested by D.R. Mon, Second Baptist shall be responsible for community outreach to publicize the availability of the housing to be built, for counseling those in the community who are identified by Second Baptist as qualified to acquire a home, and for assisting D.R. Mon with community relations in connection with the development and marketing of the scattered site housing.

9.9. In the event that there are any profits from the development of the housing, those profits shall be applied by Second Baptist to the costs of acquiring and rehabilitating other residential property in need of rehabilitation owned by the City of Long Branch, pursuant to N. J. S. A. 40A: 12-21(j).

9.10. The Seller shall have the right to seek a reversion of title as to each lot identified in Exhibit A to this Contract which has not been conveyed to an owner-resident purchaser in the event the Buyer or D.R. Mon fails to comply with the terms and conditions set forth in this Contract; provided, however, that upon issuance of the first temporary or permanent certificate of occupancy for a unit permitting occupancy of that unit in a building, the right of reversion as to that lot or lots, building, and units shall cease. Upon issuance of a temporary or permanent certificate of occupancy as provided for in this Paragraph, Seller shall execute and deliver such document as Buyer's title insurance company or counsel for a resident purchaser owner requires attesting to the relinquishment of the right of reversion as to that lot or lots.

9.11. The conveyance of the City Lot to Second Baptist is in furtherance of the agreements between the City of Long Branch and DR Mon pursuant to a contract dated October 12, 2006. The conveyance of the City Lot from Second Baptist is in furtherance of the agreements between the City of Long Branch and DR Mon pursuant to a contract dated October 12, 2006, including but not limited to, providing the first option to Dolores Smith, a former resident of the City of Long Branch to acquire the house to be built as part of a relocation assistance package with the City of Long Branch.

10. Notices:

All notices required in this Contract must be in writing. All notices shall be by certified mail, fax, or by delivering it personally. The fax or certified mail will be effective upon sending. Personal delivery will be effective upon delivery. Each party must accept the certified mail, personal delivery, or fax sent by the other party in a timely manner. Notices to Buyer and Seller

shall be addressed to them at their respective addresses listed above in this Contract, and either party may change its address by Notice to the other party.

11. Further Documents:

Each party shall execute and deliver in a timely manner such further and other documents as may be reasonably necessary or customary to effectuate the provisions of this Contract. The party requesting a document will be responsible for its preparation.

12. Entire Agreement:

This Contract contains the entire understanding and agreement of the parties. No representations have been made by any of the parties except as set forth in this Contract. All discussions, provisions, terms discussed by or between the Buyer and Seller and not set forth in this Contract are deemed null and void and of no force or effect.

13. Conflict of Interest:

No member, official, or employee of the Seller shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, financially interested.

14. Representations as to Redevelopment:

The Buyer represents and agrees that its purchase of the Property and its other undertakings pursuant to this Contract are and will be used for the purpose of redevelopment of the Property as set forth in N.J.S.A. 40A:12-21 et seq. and not for speculation in land holding.

15. Binding Effect:

This Contract shall be binding upon the Buyer and Seller and their legal representatives, successors, and assigns.

16. Rights and Remedies Cumulative:

The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the

Contract shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations of the other party.

17. No Third Party Rights:

Nothing contained within this Contract is intended to nor shall it be construed to create any right of any kind whatsoever in persons not parties to this Contract.

18. Assignments:

Buyer may not assign this Contract to any other party. Any reference to Buyer in this Contract shall be read to include Assignee, unless the context specifically excludes such meaning.

Witness or Attest:

City of Long Branch, SELLER

As to Seller

by _____

Witness or Attest:

Second Baptist Church of Long Branch,
BUYER

As to Buyer

by _____

Witness or Attest:

City of Long Branch, SELLER

City Clerk

by _____
Adam Schneider, Mayor

EXHIBIT A
to
CONTRACT BETWEEN
CITY OF LONG BRANCH
AND
SECOND BAPTIST CHURCH OF LONG BRANCH

<u>Block</u>	<u>Lot</u>	<u>Address (Long Branch, NJ)</u>
231	19	60 4 th Avenue

EXHIBIT B.

CONTRACT FOR THE DEVELOPMENT OF HOUSING

Dated: July _____, 2007

Preamble

The City of Long Branch, Monmouth County, New Jersey, desires to have developed a certain real property lot owned by it and which is identified in the attached exhibit A ("City Lot"), and has entered into a Contract with D.R. Mon Group, Inc. ("D.R. Mon") dated October 12, 2006 to construct a house on the City Lot.

Second Baptist Church of Long Branch ("Second Baptist"), as a not for profit community based corporation, organized by charter and qualified by the Internal Revenue service under section 501 (c) of the Internal Revenue Code as a non profit, tax exempt corporation, desires to cause and participate in the development and sale of housing to be sold to individual resident home buyer owners in the community.

D.R. Mon is willing to participate in the development and sale of the City Lot as housing in accordance with the City of Long Branch Ordinance and the Contract between D.R. Mon and the City of Long Branch, and D.R. Mon has demonstrated its capacity and knowledge to carry out the development, marketing, building, and sale of housing.

In order to facilitate the construction financing obtained or to be obtained by D.R. Mon and with respect to which financing Second Baptist will have no obligation or responsibility whether as guarantor or otherwise, the City Lot must be conveyed by Second Baptist, free and clear of liens and encumbrances to D.R. Mon.

Second Baptist and The City of Long Branch have entered into or are about to enter into an agreement whereby The City of Long Branch will convey to Second Baptist the City Lot, conditioned on D.R. Mon undertaking the obligations of Second Baptist as to the City Lot to develop, market, build, and convey housing.

Second Baptist has previously worked with the City of Long Branch and Riverwalk, LLC, an affiliate of D.R. Mon in the development of scatter site lots for housing.

Whereas, the transfer of the City Lot will result in the development of an otherwise undeveloped piece of City property into a residential property which will also be added to the tax rolls of the City.

Therefore, in consideration of the preamble recitals and the mutual undertakings set forth below in this Contract, D.R. Mon and Second Baptist agree as follows:

1. Purchase Agreement and Property Description:

BUYER, D.R. Mon Group, Inc., 621 Shrewsbury Ave, Shrewsbury, New Jersey 07702;

agrees to purchase from:

SELLER, Second Baptist Church of Long Branch, 93 Liberty Street, Long Branch, NJ 07740,

which agrees to sell to Buyer all of that property described on the attached exhibit A, as shown on the municipal tax map of the City of Long Branch, Monmouth County, NJ, according to the terms of this Contract, and subject to Seller obtaining title to the City Lot from the City of Long Branch and subject to the provisions of a Contract to be executed between the City of Long Branch and Second Baptist, a copy of which is attached.

2. Purchase Price and Manner of Payment:

One Thousand Dollars (\$1,000.00) per unit approved by the Planning Board of the City of Long Branch and conveyed to D.R. Mon, payment for each lot to be due upon closing of title to each Lot to the ultimate owner occupier purchaser.

3. Mortgage:

From Buyer to Seller, subordinate to a mortgage to the City of Long Branch for financing for the development and construction of the home to be conveyed, to be released upon conveyance of title to each owner occupier purchaser.

4. Closing of Title:

4.1. Title to the Property shall be free from all claims or rights of others, except as described elsewhere in this Contract. The deed shall contain the full legal description of the property, and at the time of delivery of the deed, the Seller shall deliver the usual affidavit of title (bargain and sale with covenant against grantor's acts). Delivery of the deed and affidavit of title by Seller will occur at the Closing. At Buyer's option, the Closing will take place prior to approval by any other governmental agency but after approvals by the City of Long Branch Planning Board. Closing on all City Lots shall take place at the office of D.R. Mon or such other place within New Jersey designated by D.R. Mon or its Lender.

4.2. The exact closing date cannot be determined at this time; however, it shall be five (5) days from Notice by the City of Long Branch that it is ready to convey title to Second Baptist.

5. Quality of Title:

The sale will be subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose. The Buyer does not have to complete the purchase, however, if any easement, restriction, or facts disclosed by an accurate survey would interfere with the use of the Property for the purposes and in the form provided in D.R. Mon's application presently pending or about to be filed before the Planning Board of the City of Long Branch.

Title to the Property shall be good, marketable, and insurable, at regular rates, by a reputable A Plus title insurance company licensed to do business in the State of New Jersey, subject only to the claims and rights described in this Section. Buyer agrees to order title insurance commitment (title search) and to furnish copies to Seller. In the event Seller's or the City of Long Branch's title shall contain any exceptions other than as set forth in this paragraph, Buyer shall notify Seller and Seller shall have 60 days within which to eliminate those exceptions or advise Buyer that Seller is not able to eliminate those exceptions or is unable to do so without cost to Seller. Buyer, in its sole, non-reviewable discretion, may elect to take title as is with the exceptions or to pay the cost to remove the exceptions.

6. Assessments:

All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public improvements which have been completed as of the date of Closing are to be paid in full by Seller or credited to the Buyer at Closing. A confirmed assessment is a lien (legal claim) against the property. An unconfirmed assessment is a potential lien (legal claim) which, when approved by the appropriate governmental body, will become a legal claim against the property.

7. Buyer's right to Possession:

The Buyer shall be entitled to possession of the Property and any rents or profits from the Property, immediately upon the delivery of the deed and closing of title. Buyer and its agents may prior to Closing come upon the property for the purpose of performing tests and inspections.

8. Brokers:

Buyer and Seller represent and warrant, each to the other, that there is no broker involved in or entitled to a commission with respect to this sale. Buyer and Seller indemnify and hold each other harmless in connection with their representations contained in this paragraph. This paragraph shall survive Closing.

9. *Additional Provisions:*

9.1. This Contract is conditioned upon and subject to D.R. Mon, at its sole cost and expense, obtaining building permits, availability of utilities and allocations, and approval from all governmental agencies with jurisdiction over the Property, its proposed use, and the Project.

9.2. Intentionally Left Blank

9.2.1. Intentionally Left Blank

9.2.2. Intentionally Left Blank

9.3. Intentionally Left Blank

9.4. D.R. Mon warrants and represents that its action in signing this Contract has been approved by its Shareholder and Director pursuant to law for an action of this type

9.5. Second Baptist warrants and represents that its action in signing this Contract has been approved by its Board of Directors or Trustees as the case may be in accordance with the requirements of law for an action of this type.

9.6. Buyer is acquiring title to the property for the express and only purpose of constructing housing. This provision shall survive closing of title.

9.7. D.R. Mon will carry out the obligations of Second Baptist pursuant to its contract with the City of Long Branch to develop housing.

9.8. In conjunction with the development and sale of housing on the City Lot as set forth in this Contract, to the extent requested or needed by D.R. Mon, Second Baptist shall be responsible for community outreach to publicize the availability of the housing to be built, for counseling those in the community who are identified by Second Baptist as qualified to acquire a home, and for assisting D.R. Mon with community relations in connection with the development and marketing of the housing.

9.9. In the event that there are any profits to Second Baptist from the development of the housing, those profits shall be applied by Second Baptist to the costs of acquiring and rehabilitating other residential property in need of rehabilitation owned by the City of Long Branch, pursuant to N. J. S. A. 40A: 12-21(j).

9.10. The City of Long Branch shall have the right to seek a reversion of title as to each lot identified in Exhibit A to this Contract which has not been conveyed to an owner-resident purchaser in the event the Buyer or D.R. Mon fails to comply with the terms and conditions set forth in this Contract; provided, however, that upon issuance of the first temporary or permanent certificate of occupancy for a unit permitting occupancy of that unit in a building, the right of

reversion as to that lot or lots, building, and units shall cease. Upon issuance of a temporary or permanent certificate of occupancy as provided for in this Paragraph, Seller shall execute and deliver such document as Buyer's title insurance company or counsel for a resident purchaser owner requires attesting to the relinquishment of the right of reversion as to that lot or lots.

9.11. The conveyance of the City Lot to Second Baptist is in furtherance of the agreements between the City of Long Branch and DR Mon pursuant to a contract dated October 12, 2006. The conveyance of the City Lot from Second Baptist is in furtherance of the agreements between the City of Long Branch and DR Mon pursuant to a contract dated October 12, 2006, including but not limited to, providing the first option to Dolores Smith, a former resident of the City of Long Branch to acquire the house to be built as part of a relocation assistance package with the City of Long Branch.

10. Notices:

All notices required in this Contract must be in writing. All notices shall be by certified mail, fax, or by delivering it personally. The fax or certified mail will be effective upon sending. Personal delivery will be effective upon delivery. Each party must accept the certified mail, personal delivery, or fax sent by the other party in a timely manner. Notices to Buyer and Seller shall be addressed to them at their respective addresses listed above in this Contract, and either party may change it's address by Notice to the other party.

11. Further Documents:

Each party shall execute and deliver in a timely manner such further and other documents as may be reasonably necessary or customary to effectuate the provisions of this Contract. The party requesting a document will be responsible for its preparation.

12. Entire Agreement:

This Contract contains the entire understanding and agreement of the parties. No representations have been made by any of the parties except as set forth in this Contract. All discussions, provisions, terms discussed by or between the Buyer and Seller and not set forth in this Contract are deemed null and void and of no force or effect.

13. Conflict of Interest:

No member, official, or employee of the City of Long Branch shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, financially interested.

14. *Representations as to Redevelopment:*

The Seller and D.R. Mon represent and agree that City Lot being purchased by Second Baptist from the City of Long Branch and being acquired by D.R. Mon are and will be used for the purpose of redevelopment of the Property as set forth in N.J.S.A. 40A:12-21 et seq. and not for speculation in land holding.

15. *Binding Effect:*

This Contract shall be binding upon the Buyer and Seller and their legal representatives, successors, and assigns.

16. *Rights and Remedies Cumulative:*

The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Contract shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations of the other party.

17. *No Third Party Rights:*

Nothing contained within this Contract is intended to nor shall it be construed to create any right of any kind whatsoever in persons not parties to this Contract.

18. *Assignments:*

Buyer and Seller may not assign this Contract or any rights under it to any other party. Any reference to Buyer or Seller in this Contract shall be read to include Assignee, unless the context specifically excludes such meaning.

Witness or Attest:

Second Baptist Church of Long Branch

As to Second Baptist Church

by _____

Witness or Attest:

D.R. Mon Group, Inc.

As to D.R. Mon Group, Inc.

by _____
Dean R. Mon, President

EXHIBIT A
to
CONTRACT BETWEEN
SECOND BAPTIST CHURCH OF LONG BRANCH
AND
D.R. MON GROUP, INC.

<u>Block</u>	<u>Lot</u>	<u>Address (Long Branch, NJ)</u>
231	19	60 4 th Avenue

RESOLUTION REQUESTING AUTHORIZATION TO SUBMIT AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE FOR \$100,000 TO SUPPORT THE CITY OF LONG BRANCH OCEANFRONT AND BROADWAY REDEVELOPMENT PROJECT

WHEREAS, as a result of the City of Long Branch's designation as the Urban Enterprise Zone, qualified businesses are eligible to collect sales tax at the reduced rate of 3.5% as opposed to the full rate of 7%; and

WHEREAS, the monies collected at this reduced sales tax rate are deposited in the Urban Enterprise Zone Assistance Fund by the New Jersey Division of Taxation and are available for use by the City of Long Branch for programs and projects designed to promote economic development and job creation; and

WHEREAS, Urban Enterprise Zone Development Corporation of the City of Long Branch has requested authorization to submit an application to the New Jersey Urban Enterprise Zone for \$100,000 to supplement and match Oceanfront and Broadway Redevelopment fees; and

WHEREAS, the Oceanfront and Broadway Redevelopment Project and Broadway Redevelopment Project are within the Long Branch Urban Enterprise Zone, and estimated to be in excess of \$130,000,000; and

WHEREAS, the total estimated cost of this proposal is \$100,000 which is for the purpose of matching fees associated with redevelopment negotiations, consultation services and developer selection; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone Assistance Funds under the provisions of the Urban Enterprise Zone Act, P.L. 1993, Chapter 367.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that it hereby recommends to the New Jersey Urban Enterprise Zone that it give authority pursuant to the proposal annexed for \$100,000 in matching funds to continue the redevelopment work already in progress by the City of Long Branch for the period of January 1, 2008 through December 31, 2008.

BE IT FURTHER RESOLVED that a copy of this resolution act as the recommendation of the City Council of the City of Long Branch to the New Jersey Urban Enterprise Zone Authority.

New Jersey Commerce & Economic Growth Commission
 Urban Enterprise Zone Authority
 Urban Enterprise Zone Assistance Fund Project Proposal Application

VI. Proposed Budget

Budget Category	State UEZ Funds	Municipal Funds	Total Budget: State UEZ and Municipal Funds	Other Funds* Describe Below	Federal Funds	Total Budget: All Funds
Municipal Services						
Salaries/Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Project						
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Acquisition	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$100,000	\$0	\$100,000	\$75,000	\$40,000	\$215,000
Administration	\$0	\$0	\$0	\$0	\$0	\$0
Loans	\$0	\$0	\$0	\$0	\$0	\$0
Grants	\$0	\$0	\$0	\$0	\$0	\$0
Marketing	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$100,000	\$0	\$100,000	\$75,000	\$40,000	\$215,000
% of Total Project	46.5%	0.0%	46.5%	34.9%	18.6%	100.0%

*If applicable, identify source of Other Funds: Itemize funding source, dollar amount. Private Investment from Developers (Broadway Arts LLC, \$50,000; Community Development Block Grant \$40,000; and City of Long Branch \$25,000

R# 256-01

RESOLUTION REQUESTING AUTHORIZATION TO SUBMIT AN APPLICATION TO
THE NEW JERSEY URBAN ENTERPRISE ZONE FOR \$130,000 IN MATCHING
FUNDS TO SUPPLEMENT SALARIES AND EQUIPMENT FOR FOUR UEZ POLICE
OFFICERS

WHEREAS, as a result of the City of Long Branch's designation as the Urban Enterprise Zone, qualified businesses are eligible to collect sales tax at the reduced rate of 3% as opposed to the full rate of 6%; and

WHEREAS, the monies collected at this reduced sales tax rate are deposited in the Urban Enterprise Zone Assistance Fund by the New Jersey Division of Taxation and are available for use by the City of Long Branch for programs and projects designed to promote economic development and job creation; and

WHEREAS, The Urban Enterprise Zone Development Corporation of the City of Long Branch, has requested authorization to submit an application to the New Jersey Urban Enterprise Zone for \$130,000 in matching funds as per the annexed budget to supplement salaries and equipment; and

WHEREAS, these police officers are assigned to duties within the Long Branch Urban Enterprise Zone; and

WHEREAS, the total estimated cost of this proposal is \$252,604.00 pursuant to the budget annexed thereby exceeding the matching 20% match of municipal funding; and

WHEREAS, the proposal is an eligible use of Urban Enterprise Zone Assistance Funds under the provisions of the Urban Enterprise Zone Act P.L. 1993, Chapter 367.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that they hereby recommend to the New Jersey Urban Enterprise zone that it give authority pursuant to the proposal annexed for \$130,000 in matching funds to continue the salary, fringe benefits and equipment for four previously funded UEZ police officers for a period of January 1, 2008 to December 31, 2008.

BE IT FURTHER RESOLVED that a copy of this resolution act as the recommendation of the City of Long Branch to the New Jersey Urban Enterprise Zone.

**New Jersey Commerce & Economic Growth Commission
Urban Enterprise Zone Authority
Urban Enterprise Zone Assistance Fund Project Proposal Application**

VI. Proposed Budget

Budget Category	State UEZ Funds	Municipal Funds	Total Budget: State UEZ and Municipal Funds	Other Funds* Describe Below	Federal Funds	Total Budget: All Funds
Municipal Services						
Salaries/Fringe	\$122,991	\$216,657	\$339,649	\$0	\$0	\$339,649
Equipment	\$2,009	\$502	\$2,511	\$0	\$0	\$2,511
Project						
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Acquisition	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$3,000	\$0	\$3,000	\$0	\$0	\$3,000
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Administration	\$2,000	\$0	\$2,000	\$0	\$0	\$2,000
Loans	\$0	\$0	\$0	\$0	\$0	\$0
Grants	\$0	\$0	\$0	\$0	\$0	\$0
Marketing	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$130,000	\$217,159	\$347,160	\$0	\$0	\$347,160
% of Total Project	37.4%	62.6%	100.0%	0.0%	0.0%	100.0%

***If applicable, identify source of Other Funds: Itemize funding source, dollar amount.**

R# 257-01

**RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF
LILLIE AND SHARON IVORY 380 LONG BRANCH AVENUE, LONG BRANCH, NEW
JERSEY**

WHEREAS, the City of Long Branch entered into a City of Long Branch RCA Lien with Lillie & Sharon Ivory, 380 Long Branch Avenue, New Jersey, in the sum of \$13,170.00 on December 30, 1998; and

WHEREAS, said mortgage was recorded on January 11, 1999 in Mortgage Book 6668, Page 191; and

WHEREAS, pursuant to correspondence received on September 12, 2007 from Tonya Medina of the Office of Community & Economic Development, the homeowners have met the terms and conditions of the mortgage loan listed above and therefore are entitle to a Discharge of the RCA Lien.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount \$13,170.00 recorded on January 11, 1999 in Mortgage Book 6668 Page 191, previously loaned to Lillie & Sharon Ivory, 380 Long Branch Avenue, Long Branch, New Jersey, in the form annexed hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Clerk of the City of Long Branch be and the same hereby is authorized to forward said cancelled mortgage to the Monmouth County Clerk's office for cancellation.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:
ABSTAIN:

RESOLUTION NO. 258-07

RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN 2007 TAXES ON PROPERTIES LOCATED AT BLOCK 492, LOT 29 IN THE CITY OF LONG BRANCH.

WHEREAS, an issue has been brought to the attention of the City of Long Branch regarding certain taxes that were assessed in 2007 on properties located at Washington St (Rear), more commonly known and designated as Block 492, Lot 29 on the Long Branch City Tax Map; and

WHEREAS, this parcel is currently reflected in the tax list as one lot, in the ownership of the Consolidated Rail Corporation; and

WHEREAS, on September 15th 1978 the Consolidated Rail Corp. transferred the eastern portion of this lot, in addition to all of the railroad properties from the Municipalities of Matawan through Bradley Beach, into the ownership of the New Jersey Transit Corporation an exempt entity; and

WHEREAS, this subdivision of block 492 lot 29 was omitted and never reflected in the tax list or on the tax map, due to the various properties transferred within one transaction.

WHEREAS, on August 26th 2006 the Consolidated Rail Corp. transferred the western portion of Block 492 lot 29 to Steven G. Becker; and

WHEREAS, The New Jersey Transit Corp. should have been listed as the owner of the eastern portion of block 492 lot 29, and this portion should have been exempt from taxation for the year 2007 as the New Jersey Transit Corp. is an exempt entity; and

WHEREAS, the total assessment for block 492 lot 29 should be reduced to reflect the value of the western and taxable portion of the lot; and

WHEREAS, the assessed value of block 492 lot 29.01 (eastern portion) should have been \$18,400 for 2007. The assessed value of block 492 lot 29.02 (western portion) should have been \$32,800 for 2007; and

WHEREAS, block 492 lot 29.01 (western portion) should have been exempt from taxation for 2007. Thus, the assessment for block 492 lot 29 should be reduced from 238,500 to \$32,800 due to the remaining value (\$18,400) being owned by an exempt entity NJ Transit

Corp., and the total assessment of 238,500 was incorrect as this property should have been assessed as two undersized, non-buildable lots, for the tax year 2007; and

WHEREAS, N.J.S.A. 54:4-99 authorizes a municipality to adjust any past due taxes (principal amounts as well as interest and/or penalties) as it shall deem equitable and just; and

WHEREAS, the current Tax Assessor has reviewed the circumstances referenced above and has concurred with the cancellation of taxes with respect to the revised assessed values, due to the circumstances present.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Long Branch, in the County of Monmouth and State of New Jersey, to authorize the Tax Collector to cancel the portion of taxes billed in error for 2007 based on the correct value of 32,800; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Tax Assessor, the Tax Collector, the City Attorney, and Consolidated Rail Corp.

R# 259-07

**RESOLUTION TO CANCEL
2007 TAXES BY THE
RECOMMENDATION OF THE
PRESENT TAX ASSESSOR**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the present Tax Assessor, the 2007 taxes shown below be cancelled due to an assessing error by the former Tax Assessor in the sub-division of block 492 lot 29 and,

BE IT RESOLVED, that the sub-division of the mother lot known as block 492 lot 29 was not sub-divided by the City when received. As a result, the sub-division should have created block 492 lots 29.01 and 29.02 on the City tax map, allowing title to lot 29.01 to be transferred to New Jersey Transit with a value of \$18,400 and allowing lot 29.02 with a value of \$32,800 to be retained or sold and,

BE IT FURTHER RESOLVED, that it is the recommendation of the present Tax Assessor, by resolution, to cancel the taxes on a portion of block 492 lot 29 for the tax year 2007 to correct the assessing and sub-division error and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$2,770.78.

R# 260-01

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Ohel Yaacob Synagogue
BLOCK: 2
LOT: 9-01

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

WHEREAS the application was withdrawn, and,

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

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

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$1,327.10, plus accrued interest if applicable, to

Ohel Yaacob Synagogue
1284 Ocean Avenue
Long Branch, NJ 07740

R# 261-01

RESOLUTION RELEASING ESCROW DEPOSITS

PROJECT: Long Branch Covenant Church
BLOCK: 328
LOT: 5, 7, and 19.01

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS the applicant has requested return of said guarantees, and,

WHEREAS the City Engineers, Birdsall Engineering Inc., have recommended the release of said guarantees, subject to the posting of a maintenance bond and engineering inspection fees.

WHEREAS the applicant has posted the necessary maintenance guarantee and engineering inspection fees.

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 escrow fund balances:

Application Escrow	\$ 8,767.66
Performance Cash	\$14,419.46
Engineering Inspection Fees	\$ 8,871.74

in the total amount of \$32,058.86, plus accrued interest if applicable, to:

Long Branch Covenant Church
410 Broadway
P.O. Box 4138
Long Branch, NJ 07740

NOW THEREFORE BE IT FURTHER RESOLVED that the Subdivision Bond, No: B189025, issued December 12, 2003, by Selective Insurance Company of America, in the amount of \$320,808.84, reduced by Council on May 23, 2006 to \$120,078.18, is hereby released.

R# 262-01

**RESOLUTION – EMERGENCY APPROPRIATION
DEPARTMENT OF PUBLIC WORKS
DISPOSAL COSTS (SANITATION & RECYCLING)
OTHER EXPENSES \$600,000.00**

WHEREAS, an emergency has arisen with respect to providing adequate funds, under the appropriate category, Department of Public Works, Disposal Costs, which activity is required to protect the Health, Welfare and Public Safety of the Citizens of the City of Long Branch; and,

WHEREAS, N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and,

WHEREAS, the total amount of emergency appropriation created, including the appropriation to be created by this resolution, is \$684,000.00 and 3% of the final operating budget of the current year (2006 is \$1,032,481.96, and,

WHEREAS, the Director of the Division of Local Government Services may approve such emergency appropriation and may exclude such item from the "CAPS" of the succeeding years budget.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, (not less than two thirds of the governing body affirmatively concurring) that in accordance with N.J.S.A. 40A:4-46, the Director of the Division of Local Government Services is hereby requested to approve the creation of an emergency appropriation in accordance with the following:

1. An emergency appropriation be, and the same is, hereby made for

Department of Public Works
Disposal Costs (Sanitation and Recycling)
Other Expenses \$600,000.00

2. That the statements required by the Local Finance Board has been filed with the City Clerk and a certified copy thereof will be forwarded to the Local finance Board for their review.
3. That three (3) certified copies of this resolution be filed with said Director for review and approval.

BE IT FURTHER RESOLVED that the Director is hereby requested to exclude such amount from the succeeding years "CAPS".



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

STATEMENT OF CHIEF FINANCIAL OFFICER

September 20, 2007

Re: Emergency Appropriation
Department of Public Works
Disposal Costs (Sanitation and Recycling)
Other Expenses \$600,000.00

DATE OF HAPPENING:

The City is faced with the payment of garbage pickup reimbursements to Multi-family apartment units within the City as well as retroactive payments for 2002,2003,2004,2005 and 2006.

I enclose an analysis of the required payments, totaling approximately \$718,000.00.

I feel we will be able to absorb about \$118,000.00 of this shortfall within the Disposal account and by way of transfer in November 2007.

We request an emergency appropriation in the amount of \$600,000.00 to cover this expense.

We further request that this amount be excluded from our CAP in the 2008 budget.

We feel that we are already being adversely affected by this emergency in the way of having a \$600,000.00 emergency going into the first year on new CAP on Tax increases, as well as the burden of passing this increase on to our taxpayers.



recycled paper

If we were to have this item within our Operating CAPS in 2008 we would be in excess of \$300,000.00 above our max CAP with just preliminary calculation, using all means of CAP increase, such as COLA rate ordinance, CAP Bank, new construction, Etc.

This CAP problem for 2008 can only be further exasperated by the results of our 2008 Health and Liability insurances.

HAVE ANY CONTRACTS BEEN AWARDED OR PURCHASE ORDERS PLACED IN CONNECTION WITH THIS EMERGENCY APPROPRIATION?

No.

HAVE ANY PAYMENTS BEEN MADE IN CONNECTION WITH THIS EMERGENCY APPROPRIATION?

No

IF COSTS ARE IN EXCESS OF CURRENT BIDDING REQUIREMENTS, UNDER N.J.S.A. 40A:11-1 ET SEQ, FOR EITHER LABOR OR MATERIAL OR BOTH, WILL BIDS BE ADVERTISED FOR?

Statutory Reimbursement.

IF NOT, HAVE RESOLUTIONS BEEN ADOPTED DECLARING AN EXIGENCY TO EXIST WHICH WILL NOT PERMIT THE ADVERTISEMENT FOR PUBLIC BIDS?

N/A

WILL WORK BE PERFORMED BY CONTRACT, FORCE ACCOUNT OR OTHERWISE?

N/A



Ronald J. Mehlhorn Sr., CPA, RMA
Director of Finance (CFO.)

Analysis of Dollar Value of Emergency Appropriation Requested

Units to be picked up daily	1381	See Note 1.
Rate of reimbursement per pickup	1.25	
Total Daily Cost	1,726.25	
Pickups per year (52 x 2)	104	
Annual Cost	\$179,530.00	

20% reimbursement 2002	\$35,906.00
40% reimbursement 2003	\$71,812.00
60% reimbursement 2004	\$107,718.00
80% reimbursement 2005	\$143,624.00
100% reimbursement 2006	\$179,530.00

Current year reimbursement 2007 179,530.00

Total cost of 2007 reimbursement 718,120.00

Estimated funds available for reimbursement (118,120.00)

Emergency Appropriation Requested 600,000.00

Note 1.

See separate analysis for Number of Units, property with 0 units in right column are currently being picked up by City.

278	7.01	137 CHELSEA AVE	SILVESTRE, JOAO G & LOUISE	142 GOMBERG AVE.	JACKSON, NJ	08527	5	0
280	3	173 GARFIELD AVE	MENESES, ANTONIO	173 GARFIELD AVE APT 1	LONG BRANCH, NJ	07740	5	0
280	7	189 GARFIELD AVE	MCDERMOTT, ROBERT	113 OAKHILL AVE	LONG BRANCH, NJ	07740	5	0
280	17	192 BELMONT AVE	CONDO MANAGEMENT & MAINTENANCE, INC	P. O. BOX 222	ALLEN TOWN, NJ	08501	18	0
285	25	149 GARFIELD AVE	PAONE, PAOLO D	862 RED OAKES DR	LONG BRANCH, NJ	07740	5	0
286	6	76 SECOND AVE	AREVALO, MARIA D	76 SECOND AVE	LONG BRANCH, NJ	07740	5	0
287	8	35-39 SECOND AVE	LONG BRANCH MANAGEMENT LLC	601 GRAND AVE SUITE 506	ASBURY PARK, NJ	07712	12	0
287	12	53 SECOND AVE	JIGLE ENTERPRISES 1, LLC	724 FERMIERE AVE	INTERLAKEN, NJ	07712	5	0
287	13	57 SECOND AVE	LOMBARDO, TERESA	57 SECOND AVE	LONG BRANCH, NJ	07740	6	0
287.01	17	73 SECOND AVE	SCUDDER, SUSAN	7 BRIGHTON DR	MANALAPAN, NJ	07726	6	0
306	1.01	84 COOPER AVE	84 COOPER LLC	5 MARINE VIEW PLAZA #500	HOBOKEN, NJ	07030	11	0
314	2	135 ROCKWELL AVE	HAMPTON APT ASSOC LLC C/O SHAMCO	PO BOX 378	BROOKLYN, NY	11230	63	0
337	15	449 HENDRICKSON AVE	FARIA, JOSE & RODRIGUES, JUNIA	432 JOLINE AVE	LONG BRANCH, NJ	07740	5	0
338	22.01	186 COLEMAN AVE	COLEMAN AVENUE ASSOCIATES LLC	185 LOCUST AVE	WEST LONG BRANCH, NJ	07764	6	0
342	20	661 BUTTONWOOD AVE	661 BUTTONWOOD LB REALTY LP	3 CINNAMON CT	HOLMDEL, NJ	07733	24	0
343	1	711 ART ST	SAUER, JOHN E JR & ROSE A	124 GRAND AVE	LONG BRANCH, NJ	07740	6	0
353	5	219 BRANCHPORT AVE	SAUVE, MARC W & KATHLEEN L	160 LOCUST AVE	HOWELL, NJ	07731	6	0
363	14	222 EDWARDS AVE	222 EDWARDS AVENUE, LLC	5 PLEASANT DR	WEST LONG BRANCH, NJ	07764	5	0
369	1	245 ATLANTIC AVE	HOME PROPERTIES PLEASURE BAY, LLC	850 CLINTON SQUARE	ROCHESTER, NY	14604	270	0
380	9	293 LIBERTY ST	TROUTMAN PORT, L.L.C.	4 MATILDA DRIVE	WAYSIDE, NJ	07712	6	0
380	10	287 LIBERTY ST	TROUTMAN PORT, L.L.C.	4 MATILDA DRIVE	WAYSIDE, NJ	07712	5	0
380	11	279 LIBERTY ST	LIBERTY CIRCLE L.L.C.	156 FRANKLIN AVENUE	LONG BRANCH, NJ	07740	9	0
391	3	164 CHELTON AVE	CHELTON GARDENS LLC	PO BOX 392	LONG BRANCH, NJ	07740	12	0
403	1	240 LONG BRANCH AVE	B&H ENTERPRISES	50 MEMORIAL PKWY POB 60	LONG BRANCH, NJ	07740	30	0
407	5.01	136 JAMES ST	LA STRA, DANIEL F & COBO, CALIXTO	39 LENNOX RD	ROCKAWAY, NJ	07866	6	0
407	15	175 LONG BRANCH AVE	LB BUENA VISTA, LLC	101 EISENHOWER PKWY	ROSELAND, NJ	07068	54	0
438	1	81 AVENEL BLVD	AVENEL RTY CO C/O SELL, K NJHMFA	40 MONMOUTH PARK HWY	W LONG BRANCH, NJ	07764	98	98
445	1	120 ATLANTIC AVE	WILLOWBROOK APARTMENTS PARTNERS LLC	224 ASHLAR WAY	TOMS RIVER, NJ	08753	28	28
449	9	12 W HILLSDALE AVE	METT ENTERPRISES LLC	1501 ALLEN AVE	OCEAN, NJ	07712	5	0
464	13	107 ATLANTIC AVE	SISCOH, LLC % JON BITTMAN	PO BOX 19	LITTLE SILVER, NJ	07739	12	0
465	9.02	108 S COOKMAN AVE	MONMOUTH BEACH APARTMENTS LLC	18 COLUMBIA TURNPIKE	FLORHAM PARK, NJ	07932	20	20
484	1.01	581 PATTEN AVE	PATTEN POINT SHORES ASSOCIATES LLC	PO BOX 328	MONMOUTH BEACH, NJ	07750	68	0
484	8.01	555 PATTEN AVE	AVENEL REALTY COMPANY	60 MONMOUTH PARK HWY	WEST LONG BRANCH, NJ	07764	150	150
YEAR							3215	1381
2002	20%	\$35,906.00						\$1.25
2003	40%	\$71,812.00						\$1,726.25
2004	60%	\$107,718.00						104
2005	80%	\$143,624.00						\$179,530.00
2006	100%	\$179,530.00						
TOTAL		\$538,590.00						

154	1.01 416 SAIRS AVE	RASMUSSEN, ROBERT J	P O BOX 65	LITTLE SILVER, NJ	07739	9	0
154	4 400 SAIRS AVE	AARON COURT EQUITIES LLC	P O BOX 849	RED BANK, NJ	07701	20	0
154	9.01 374 SAIRS AVE	374 SAIRS AVENUE LLC	137 BRIGHTON AVE	LONG BRANCH, NJ	07740	5	0
156	1 258 BATH-343 WESTWOOD	258 BATH AVE ASSOCIATES	2 VAN COURT AVE	LONG BRANCH, NJ	07740	34	0
157	2 336 THIRD AVE	WOODLAKE LIQUORS INC	530 CURTIS LN	LAKWOOD, NJ	08701	32	32
167	3 95 OAKWOOD AVE	SCALFA, J ETALS C/O THROCKMORTON	545 BATH AVE	LONG BRANCH, NJ	07740	38	38
169	1 138 NORWOOD AVE	MINCIELI, ANTHONY	623 CAMPBELL AVE	LONG BRANCH, NJ	07740	5	0
177	8 488 BROADWAY	CAPUTO, JACK & URSULA	1062 HOPE RD	OCEAN TWP, NJ	07712	17	17
179	48 260 WILLOW AVE	260 WILLOW AVE LONG BRANCH LLC	904 SUNSET AVE	ASBURY PARK, NJ	07712	18	0
183	11 372 BATH AVE	VIRGINIA CASTLE LLC	PO BOX 51	MARLBORO, NJ	07746	28	28
183	12 362 BATH AVE	VIRGINIA CASTLE LLC	PO BOX 51	MARLBORO, NJ	07746	24	24
185	5 320 BATH AVE	KELLY, SCOTT M	P O BOX 3055	LONG BRANCH, NJ	07740	7	0
185	10 339 EASTBOURNE AVE	IANNARONE, PHILIP A	30 HOPE RD	TINTON FALLS, NJ	07724	7	0
186	7 355 BATH AVE	SHORE GARDENS LLC C/O GOLDBERG RLTY	33 CLINTON RD	W CALDWELL, NJ	07006	40	0
186	8 375 BATH AVE	PROSPECT TERRACE APARTMENTS, INC	8 WEST 40TH ST 11TH FLOOR	NEW YORK, NY	10018	46	0
186	12.02 286 CLEVELAND AVE	PRAGOSA, FRANK	PO BOX 392	LONG BRANCH, NJ	07740	6	0
186	13.02 276 CLEVELAND AVE	NILSON, JOLENE	60 MATILDA TERR	LONG BRANCH, NJ	07740	6	0
187	3.01 280 WESTWOOD AVE	BOTTINO, RICARDO & IRMA	190 PARKER RD	WEST LONG BRANCH, NJ	07764	5	0
187	6 279 CLEVELAND AVE	FCW LLC	P.O. BOX 3074 WEST END	LONG BRANCH, NJ	07740	7	0
191	5 366 PROSPECT AVE	SEAVIEW PROPERTIES	PO BOX 242	WEST LONG BRANCH, NJ	07764	18	18
195	7 271 MORRIS AVE	BEALE, HOWARD W & MARGIE	PO BOX 445	LONG BRANCH, NJ	07740	5	0
208	1 111-123 BATH AVE	WEN WEN LLC	112 PORTLAND RD	HIGHLANDS, NJ	07723	80	0
211	5 365 SECOND AVE	KESSLER, ALICE	6 WESTEQUK DR	WAYSIDE, NJ	07712	8	0
212	3 51 N BATH AVE	LONG BRANCH GARDENS A PARTNERSHIP	2 VAN COURT AVE	LONG BRANCH, NJ	07740	26	0
212	6 80 DUNBAR AVE	LEHAF, ELIAS J ETALS	PO BOX 5129	HAZLET, NJ	07730	12	0
215	3 390-392 OCEAN AVE	SEA VIEW TOWERS LLC	205 MAIN ST	CHATHAM, NJ	07928	106	0
216	21 10 PAVILION AVE	OCEAN VIEW TOWER ASSOC-RE TAX	50 PUBLIC SQ SUITE 1340	CLEVELAND, OH	44113	151	151
217	4 120 CHELSEA AVE	BERROCAL, CARLOS E.	P.O. BOX 441	LONG BRANCH, NJ	07740	6	0
217	9 160 CHELSEA AVE	MAIKE, DAVID	160 CHELSEA AVE	LONG BRANCH, NJ	07740	5	0
217	10 168 CHELSEA AVE	BULLION FALLS REALTY SERVICES INC	50 W LIBERTY ST #880	RENO, NV	89501	11	0
217	11 176 CHELSEA AVE	BULLION FALLS REALTY SERVICES INC	50 W LIBERTY ST #880	RENO, NV	89501	7	0
217	22 163 FRANKLIN AVE	SILVESTRE, MARIO & MARIA I	163 FRANKLIN AVE	LONG BRANCH, NJ	07740	8	0
217	24 147 FRANKLIN AVE	DESOUZA, EDIVALDO	419 WILLOW AVE	LONG BRANCH, NJ	07740	9	0
218	2 333 OCEAN BLVD	333 OCEAN BOULEVARD LLC	PO BOX 4648	WARREN, NJ	07059	26	26
218	3 325 OCEAN BLVD	WASHINGTON MANOR ASSOCIATES LTD	PO BOX 525	ATLANTIC HIGHLANDS, NJ	07716	100	100
218	9 220 OCEAN AVE	MARINE GARDENS ASSOCIATES LLC	18 COLUMBIA TURNPIKE	FLORHAM PARK, NJ	07932	24	24
227	15 71 MORRIS AVE	FERRERA, EDINA	71 MORRIS AVE APT 1	LONG BRANCH, NJ	07740	5	0
228	10 138 MORRIS AVE	138 MORRIS LB REALTY LP	3 CINNAMON CT	HOLMDEL, NJ	07733	16	16
228	12 112 MORRIS AVE	WALSH, JAMES A & SHERYL G	98 MADISON AVE	RED BANK, NJ	07701	6	0
228	16 130 MORRIS AVE	LESTER, RAY TRUSTEE	1667 BLUE LAKE CIRCLE	PORT CHARLOTTE, FL	33983	20	20
229	10 124 FRANKLIN AVE	ANJOUBAULT, RENE	453 HARNELL AVE	OAKHURST, NJ	07755	5	0
229	27 169 MORRIS AVE	REGO, BARTOLOMEO J	192 WESTWOOD AVE	LONG BRANCH, NJ	07740	6	0
238	6 56 MYRTLE AVE	KENNETT & ZAMORSKI ASSOC PRTN	150 BRAND RD	SILVERTON, NJ	08753	40	40
241	39.01 696 BROADWAY	TVRDIK, GARY	25 MORRIS PL	OCEANPORT, NJ	07757	6	6
243	37 67 MYRTLE AVE	THROCKMORTON, W & STOKES, E TRUSTEE	545 BATH AVE	LONG BRANCH, NJ	07740	38	38
245	8 21 GRAND AVE	FENNELLY, WILLIAM A	PO BOX 20	OCEANPORT, NJ	07757	6	0
253	1 100 WASHINGTON ST	100 WASHINGTON STREET, LLC	310 HOLLYWOOD AVE	LONG BRANCH, NJ	07740	5	0
257	1 425 BROADWAY	CGR HOLDING CO LLC	425 BROADWAY	LONG BRANCH, NJ	07740	30	30
277	7 213 CHELSEA AVE	ALEXANDER, SHARON & BATTLE, BONITA	213-215 CHELSEA AVE	LONG BRANCH, NJ	07740	6	0
278	2 175 CHELSEA AVE	175 CHELSEA AVENUE INC	17 HEIDLE AVE	WEST LONG BRANCH, NJ	07764	11	0
278	6.01 155 CHELSEA AVE	CRYSTAL SPRINGS ASSET RECOVERY, INC	50 WEST LIBERTY ST #880	RENO, NEVADA	89501	5	0

R# 263-01

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED:
SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

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

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

Irene A. Joline, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of September 25, 2007. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rent for Municipal Court & Drug Office - October 2007	10,000.00	
A T & T	Utilities - Telephone - 8/21 & 8/28/2007 - Various Locations	230.86	*
A.R. Communications	Programming Cables & Software for New Radios - Police Dept.	100.00	
All Industrial Safety Products	Safety Gloves for Municipal Garage	78.55	
Allied Building Products	Materials to Repair Roof at City Hall Building - DPW	432.13	
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 8/17/2007 - DPW	9,715.50	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Redevelopment/Litigation/Tax Appeals - August 2007	16,086.83	*
Atlantic City Hilton Casino Resort	Reservation - League of Municipalities - 11/12-11/15/07 - Carl Turner - Planning Dept.	429.00	*
Bally's Park Place Casino Hotel	Reservation - League of Municipalities - 11/12-11/15/07 - Carl Jennings - Recreation Dept	328.00	*
Barry Stein	Reimbursement for Cell Phone Allowance - July / September 2007 - Administration	120.00	
Basile, Baumann, Prost & Assoc.	Professional Services Rendered - General Matters - July / August 2007	8,827.50	Pymt #1
Bette White Fernandez	Tap Dancing Instruction - 8/31 & 9/7/2007 - Senior Affairs	58.00	
Beyer Bros. Corp.	Misc. Parts - PW #4 - DPW	535.58	
Bigelow Motors	Misc. Parts - PW #119 - DPW	52.98	
Bob's Uniform Shop	(12) Baseball Caps for Fire Prevention Personnel	177.00	
C.J. Productions	Videography - 6/28 & 8/2/2007 - Community Dev.	500.00	
Cablewholesale.com	Various Computer Cables - IT Dept.	176.65	
Carl F. Jennings	Reimbursement for Cell Phone Allowance - July / September 2007 - Administration	120.00	
Central Poly-Bag Corp.	(200) Cases of Bags for Commercial Clean-Up Project - UEZ	4,158.00	
Century Office Products	Toner Cartridges - Community Dev.	1,149.95	
Cherry Valley Tractor Sales	Replace Alternator - (Beach Rake) LBR #7 - DPW	383.98	
City of Long Branch Clearing Account	Reimburse Clearing Account	848,618.98	*
City of Long Branch Clearing Account	Reimburse Clearing Account	3,829.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	58,184.71	*
City of Long Branch Clearing Account	Reimburse Clearing Account	135,994.82	*
City of Long Branch Payroll Agency	Payroll Dated 9/7/2007	36,010.87	*
City of Long Branch Payroll Agency	Payroll Dated 9/7/2007	812,608.11	*
Commercial Vehicle Consultants	Consultant Fee for Bidding of Dump Trucks	1,375.00	Pymt #1-2
Complete Security Systems	Central Station & Fire Alarm Monitoring - Parks/Recreation & Fire Chiefs Office - DPW	435.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Country Clean Paper Supplies	Coffee - Administration	69.90	
D M S & D Associates	Misc. Supplies for Municipal Garage	437.50	
Dabco	Motion Detection System for Administration/Records Door - Police Dept.	550.00	
Darlene Santos	Exercise Instruction - 8/23 & 8/28/2007 - Senior Affairs	36.00	
Data-Guard	Record Shredding - 8/9/2007 - Municipal Court	396.50	*
Difrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Board Hearings & Lighthouse Mission - July 2007	169.57	Pymt #2-3
East Coast Emergency Lighting	Lightbar for Vehicle #25-66 - Fire Dept.	2,568.54	
Edwards Tire	(22) Tires - Various Vehicles - DPW	5,464.54	
Elite Forms	Business Cards - Fred Migliaccio - DPW	51.00	
Evident Crime Scene Products	Misc. Forensic Supplies for Inventory - Police Dept.	470.00	
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW	2,026.60	
Fed Ex	Overnight Delivery - Health Dept.	18.75	
Fire Hooks Unlimited	(2) Trash Hooks for Fire Investigations - Fire Prevention	200.34	
Foley Incorporated	Install Wheel Assembly - PW #277 - DPW	1,617.42	
Ford Motor Credit	(3) Lease/Purchase Vehicles - October 2007	3,843.99	
Gall's Inc.	(2) Barricades & (3) Megaphones - Fire Depts. / Police Dept.	324.97	
Garden State Fireworks	Fireworks - Long Branch Jazz & Blues Festival - 9/1/2007	8,000.00	
Garden State Highway Products	Misc. Traffic Materials - DPW / Traffic Dept.	402.52	
Gateway Companies	(2) Computers - Fire Prevention	1,645.52	
Gen-El Safety & Industrial Products	Equipment for Calibration of HAZMAT Equipment - OEM	630.20	
General Linen & Paper Supply	Janitorial Supplies for Beachfront & City Hall Building - DPW	179.35	
GF United Auto Service	Service A/C - PD #25-33 & LBA #2 - DPW	1,101.60	
Gill Associates	Laminating Sheets for Inventory - Police Dept.	89.00	
Global Govt./Education Solutions	Computer Equipment - IT Dept./Police Dept.	566.90	
Granger	Misc. Equipment - DPW	540.34	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Redevelopment Attorney - August 2007	3,881.40	Pymt #2
Hazlet Township	Misc. Surplus Office Equipment - Police Dept.	290.00	
Hewlett Packard	(2) Printers - Comptroller's Office	498.00	
Hillside Paper Product	(200) Evidence/Archive Boxes - Police Dept.	628.00	
Hollis Cooper	Musical Performance - Hollis Cooper & Friends - 9/8/2007 - UEZ/Community Dev.	500.00	
Home Depot Credit Services	Various Building Materials - DPW	268.00	
IAAI	One Year Membership - Stanley Midose - Building Dept.	110.00	
Information Management Corp.	Computer Software - Police Dept.	1,750.00	
Jacob L. Jones	Reimbursement for Cell Phone Allowance - July / September 2007 - Administration	120.00	
Jamm Printing	Misc. Office Supplies - Fire Prevention	453.00	
Jersey Central Power & Light	Utilities - Electric - 7/3-9/5/2007 - Various Locations	32,464.49	*
Jersey Elevator	Elevator Maintenance - August 2007 - City Hall Building	143.48	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Jersey Rebuilding Service		882.04
Jesco Inc.		3,123.00
Johnny On The Spot		1,422.55
Kepwel Water		27.90
Kleeners Warehouse		125.96
Lee Battery Service		271.56
Long Branch Concordance		100.00
Long Branch Pop Warner		3,000.00
Maco Auto Painting & Bodyworks Center		350.00
Maco Auto Painting & Bodyworks Center		609.00
Maria Garcia-Malave		750.00
McDonalds Restaurant		21.46
McKenna, Dupont, Higgins & Stone		836.00
Mid-Atlantic Truck Center		140.32
Monmouth County Treasurer - Finance Dept.		99,005.63
Moore North America		665.80
Mr. Driveshaft		85.04
New Jersey American Water	*	14,070.96
New Jersey Natural Gas	*	230.36
New Jersey Sacop		350.00
New Jersey Turfgrass Association		40.00
NJ State League of Municipalities		7.00
NJ State League of Municipalities		150.00
NJSCPA Ed Foundation		697.00
Nolze Garage Door		108.50
Ocean Business Machines		350.00
Oceanside Service		268.00
Office Depot		725.68
Old Dominion Brush		379.05
Otilia Silva		600.00
Paper Mart		1,927.32
Peco Inc.		85.00
Perry's Trophy		316.00
Perth Amboy Tire		3,602.00
Petroleum Traders Corp.		17,965.60
Professional Printing		721.75
R & R Radar		132.75
Misc. Parts - PW #316 & LBR #20 - DPW		
Heavy Duty Equipment Rental for Beachfront & Drainage - 6/4-6/27/07 - DPW		
(11) Port-A-John's - August/September 2007 - Various Locations - Recreation Dept.		
Monthly Cooler Rental - August 2007 - Administration		
Janitorial Supplies for City Hall Building - DPW		
Batteries for DPW Stock & Various Vehicles - Police Dept.		
Full Page Ad - Honoring J. Skidmore & S. Mamchak - Mayor's Office		
2007 Reimbursement - Recreation Dept.		
Repaint PW #113 - DPW		
Repaint Crane - DPW		
Spanish Interpreting Services - August 2007 - Municipal Court		
Prisoner Meals - July / August 2007 - Police Dept.		
Legal Services Rendered - Conflict Redevelopment Attorney - May / June 2007		
Misc. Parts - PW #122 - DPW		
Tipping Fees & Various Taxes - 8/2-8/31/2007 - DPW		
Safety Paper for Certified Copies - Health Dept.		
Misc. Parts - Sanitation #50 - DPW		
Utilities - Water - 7/26-8/27/2007 - Various Locations		
Utilities - Gas - 7/31-8/27/2007 - Various Locations		
Registration - Supervision Course - 9/5-9/11/2007 - Sgt. M. Ahart - Police Dept.		
Registration - Landscape Seminar - 8/1/2007 - DPW		
Subscription Renewal - 2007-2008 Legislative Bulletin - Finance Director		
Registration - Budget Update Course - 9/11/2007 - R. Mehlhorn & M. DeStefano		
Registration - (3) Courses - 8/21-8/22/07 & 8/30/07 - Finance Director		
Service Call - Traffic Garage Door - DPW		
Signature Plate for Check Signer - Comptroller's Office		
Service Call on A/C at Annex Building - DPW		
Various Office Supplies - Various Depts.		
Misc. Parts - (Street Sweeper) PW #90 - DPW		
Portuguese Interpreting Services - August 2007 - Municipal Court		
Copier Paper - Municipal Court & Central Supply		
Ribbon Cartridges for Printer - Purchasing Dept.		
Nameplates - Soccer & Tennis Programs - Recreation Dept.		
Recap (100) Tires - DPW		
Unleaded Gasoline & Underground Storage Tank Tax - 8/4/2007 - DPW		
Construction Code Forms - Building Dept.		
Repair Radar Unit #25-39 - Police Dept.		

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Basile, Baumann, Prost & Assoc.	Professional Services Rendered - General Matters - July / August 2007	*	3,933.72	Pymt # 1
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,910.46	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	657.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,415.49	
City of Long Branch Payroll Agency	Payroll Dated 9/7/2007	*	350.81	
City of Long Branch Payroll Agency	Payroll Dated 9/7/2007	*	4,559.65	
Fine Fare	Refreshments for Long Branch Day Walkers - 9/8/2007 - Community Dev.		233.90	
Long Branch Chamber of Commerce	Rent for Community Development - October 2007	*	1,500.00	
Ms. Lorne Rawls / Hearts Desire Choir	Musical Performance - Hearts Desire Choir - 9/8/2007 - Community Dev.	*	350.00	
Office Depot	Various Office Supplies - UEZ		221.75	
Tropicana Casino & Resort	Reservation - League of Municipalities - 11/12-11/15/07 - E. Cook - Community Dev.	*	228.00	

TOTAL HUD 21,789.78

Afix Technologies	Refund of Bid Deposit	*	2,600.00	
American Diabetes Association	Police Outside Overtime		427.32	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts - August 2007	*	1,420.79	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - August 2007	*	1,654.78	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - August 2007	*	1,859.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront South - August 2007	*	55.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - August 2007	*	44.00	
Beach House Condos	Police Outside Overtime		105.04	
Birdsall Engineering	Engineering Services Rendered - May & June 2007 - Planning/Zoning Board	*	5,546.50	
C.J. Productions	Videography - 6/28 & 8/2/2007 - Recreation Dept.	*	300.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	21,156.12	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	614.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	17,347.13	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	10,378.57	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	23,000.00	
City of Long Branch Payroll Agency	Payroll Dated 9/7/2007	*	370.00	
City of Long Branch Payroll Agency	Payroll Dated 9/7/2007	*	20,786.12	
Culmac Investors	Tax Sale Premium	*	200.00	
Disney Worldwide Services	Police Outside Overtime	*	2,582.36	
E M Waterbury & Assoc.	Engineering Services Rendered - 8/13/2007 - Zoning Board	*	189.00	
Go Cam Film Production	Police Outside Overtime	*	144.80	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Broadway Arts Center - August 2007	68.00	Pymt # 1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Hotel Campus - August 2007	68.00	Pymt # 1
Horiba Jobin Yvon Inc.	Refund of Bid Deposit	2,545.00	*
JNH Funding Corp.	Tax Sale Premium	500.00	*
Joy Anderson Esq.	Assigned Council - St. vs. Eugene Harrell - 6/13/2007 - Municipal Court	200.00	
Kenneth Cayre	Police Outside Overtime	141.84	
Lippincott & Lippincott Inc.	Police Outside Overtime	2,057.43	
Michael A. Irene Jr.	Legal Services Rendered - 9/5/2007 - Zoning Board	2,512.50	
Michael Sutton	Police Outside Overtime	95.12	
Morris Mathew Jemal	Police Outside Overtime	347.96	
Plymouth PK Tax Serv	Tax Sale Premium	2,500.00	*
Plymouth PK Tax Serv	Tax Sale Premium	5,500.00	*
Plymouth PK Tax Serv	Tax Sale Premium	15,000.00	*
Stanley Chera	Police Outside Overtime	68.08	
State of NJ - Division Of Employer Accounts	Unemployment - Second Quarter	4,839.47	*
Tropicana Casino & Resort	Reservation - League of Municipalities - 11/12-11/15/2007 - T. Medina - Community Dev.	114.00	*
William F. Mumford	Police Outside Overtime	458.97	

TOTAL TRUST OTHER

147,796.90

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE