

WORKSHOP SESSION

CITY COUNCIL

DECEMBER 26, 2007

6:00 P.M.

1. REMINDER OF MEETING ON JANUARY 1ST AT 10:30 AM
2. REVIEW OF REGULAR AGENDA

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

DECEMBER 26, 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*

PRESENTATION: "DRUNK AND DRUGGED DRIVING PREVENTION MONTH" - (SHANNON BERRY)

READING AND APPROVAL OF PREVIOUS MINUTES

DECEMBER 11, 2007

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION:

(INTRODUCED: 12-11-07)

#46-07 ORDINANCE AMENDING AND SUPPLEMENTING AN ORDINANCE AUTHORIZING THE CITY OF LONG BRANCH TO LEASE SPACE FOR FIRE TRUCKS FROM PRIVATELY OWNED VOLUNTEER FIRE COMPANIES IN THE CITY OF LONG BRANCH

#47-07 ORDINANCE AMENDING CHAPTER 256 "PEDDLING AND SOLICITING" ARTICLE I "GENERAL PROVISIONS", 256.5 FEES" OF THE CODE OF THE CITY OF LONG BRANCH

#48-07 ORDINANCE AUTHORIZING PAYMENT IN LIEU OF TAXES FOR GARFIELD COURT URBAN HOUSING ASSOCIATES, LLC. FOR THE GARFIELD COURT PROJECT

#49-07 ORDINANCE AMENDING CHAPTER 116 "BEACHES", "RULES AND REGULATIONS" OF THE CODE OF THE CITY OF LONG BRANCH, REGARDING THE USE OF SURFBOARDS, RAFTS OR OTHER SWIMMING APPARATUS

#50-07 ORDINANCE AMENDING CHAPTER 181 "FOOD ESTABLISHMENTS, RETAIL", 181.4 "LICENSE FEE" OF THE CODE OF THE CITY OF LONG BRANCH

#51-07 ORDINANCE AMENDING CHAPTER 109 "ANIMALS", 109-2 "LICENSING PROVISIONS", SUBSECTION E "FEES" OF THE CODE OF THE CITY OF LONG BRANCH

ORDINANCES FOR INTRODUCTION:

(PUBLIC HEARING SCHEDULED FOR JANUARY 8, 2007)

#52-07 ORDINANCE AMENDING CHAPTER 230 "MERCANTILE LICENSES", 230-2 "GENERAL MERCANTILE LICENSES", SUBSECTION I. "LICENSE FEES" OF THE CODE OF THE CITY OF LONG BRANCH

PUBLIC PARTICIPATION (ALL COMMENTS)

RESOLUTIONS

R325-07 RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER FOR THE YEAR 2008 (IRENE A. JOLINE, RMC)

R326-07 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE FEE FOR A DUPLICATE TAX SALE CERTIFICATE

R327-07 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE A FIVE DOLLAR FEE FOR TAX SALE ADVERTISING

R328-07 RESOLUTION AUTHORIZING THE TAX COLLECTOR T CONDUCT A TAX LIEN SALE

R329-07 RESOLUTION TO APPOINT TAX SEARCH OFFICER FOR 2008 (CARLA TOMAS)

R330-07 RESOLUTION TO APPOINT TAX SEARCH OFFICER FOR 2008 (EDWARD S. MAZZACCO)

R331-07 RESOLUTION AUTHORIZING CITY OF LONG BRANCH TO CHARGE FEE FOR RETURNED CHECKS

R332-07 RESOLUTION ESTABLISHING A YEAR END PENALTY OF SIX (6%) PER CENT TO BE CHARGED ON THIRD PARTY LIENS ON DECEMBER 31 OF EACH YEAR WHEN THE AMOUNT PAID BY THE LIEN HOLDER IS IN EXCESS OF \$10,000.00

R333-07 RESOLUTION SETTING FORTH RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES FOR 2008

R334-07 RESOLUTION 2007 BUDGET APPROPRIATION TRANSFERS

R335-07 RESOLUTION APPROVING LIQUOR LICENSE FOR THE 2007/2008 LICENSING TERM (SAWA)

R336-07 RESOLUTION TO REFUND OVERPAYMENT OF 2007 TAXES

R337-07 RESOLUTION AUTHORIZING CONTRACT FOR PLANNING SERVICES RELATIVE TO UPDATE OF LONG BRANCH MASTER PLAN (CMX, INC.)

R338-07 RESOLUTION AUTHORIZING SALE OF POLICE K-9 TO PT. PLEASANT BEACH POLICE DEPARTMENT

R339-07 RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS FOR THE YEAR 2008 (ASBURY PARK PRESS AND THE LINK)

R340-07 RESOLUTION APPOINTING WESLEY MAYOR, JR. AS AN ALTERNATE # 2 MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

R341-07 RESOLUTION APPOINTING JACKELINE BIDDLE AS A MEMBER OF THE LONG BRANCH CABLE COMMISSION

R342-07 RESOLUTION APPOINTING MARK ANTHONY TAYLOR AS A MEMBER OF THE LONG BRANCH CABLE COMMISSION

R343-07 RESOLUTION AUTHORIZING MAYOR TO EXECUTE AGREEMENT WITH LOCAL 152 (SUPERVISOR'S UNION)

R344-07 RESOLUTION APPROVAL PAYMENT OF BILLS

R345-07 RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR SHARED SERVICES WITH THE LONG BRANCH BOARD OF EDUCATION RELATIVE TO FIBER MAINTENANCE **(TENTATIVE)**

APPLICATIONS:

1. APPROVAL OF HONORARY CHAPLAIN MEMBERSHIP FOR JUAN DANIEL PEIRANO IN THE WEST END ENGINE CO.
2. APPROVAL OF HONORARY MEMBERSHIP FOR BRUCE ALBERT MACDONALD IN THE ATLANTIC ENGINE & TRUCK CO.
3. APPROVAL OF ACTIVE MEMBERSHIP FOR WILFREDO ACEVEDO, JR IN THE PHIL DALY HOSE CO.
4. APPROVAL OF ACTIVE MEMBERSHIP FOR GREGORY T. PAPAILIOU IN THE WEST END ENGINE CO.
5. APPROVAL OF ACTIVE MEMBERSHIP FOR EDWARD ALLAN ARAS IN THE WEST END ENGINE CO.
6. APPROVAL OF 2008 TAXI-CAB OWNER'S LICENSE FOR MOHAMMAD AFZAL
7. APPROVAL OF 2008 TAXI-CAB OWNER'S LICENSE FOR WHWS, INC.
8. APPROVAL OF RAFFLE LICENSE FOR RONALD MCDONALD HOUSE

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT:

ORDINANCE # 46-07

**AN ORDINANCE AMENDING AND SUPPLEMENTING AN ORDINANCE
AUTHORIZING THE CITY OF LONG BRANCH TO LEASE SPACE FOR
FIRE TRUCKS FROM PRIVATELY OWNED VOLUNTEER FIRE
COMPANIES IN THE CITY OF LONG BRANCH**

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

SECTION I. The leased fire houses will be the Atlantic Engine and Truck Company, Branchport Hose Company, Elberon Engine company, Neptune Hose Company, Oliver Byron Engine Company and West End Engine Company, and each of said companies shall be paid a rental of Five Thousand Three hundred and Fifty Dollars (\$5,350.00) for the year 2007.

SECTION II. The rental payments for the firehouses include any and all services for the taking of calls for all other services rendered by said fire company.

SECTION III. Section 3 of this ordinance to which this amendment to this hereby amended and supplemented to read as follows:

Rental shall include the space for fire trucks

SECTION III. The remainder of all other sections subsections of the aforementioned ordinance not specifically amended by this ordinance shall remain in full force and effect.

SECTION IV. Inconsistent Ordinances. All ordinances or parts thereof inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency.

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

SECTION VI. This ordinance shall take effect upon its publication in accordance to law.

INTRODUCED:

ADOPTED:

Irene A. Joline, RMC
City Clerk

Adam Schneider
Mayor

Ordinance No. 47-07

**ORDINANCE AMENDING CHAPTER 256 "PEDDLING AND SOLICITING" ARTICLE I
"GENERAL PROVISIONS", §256.5 "FEES" OF THE CODE OF
THE CITY OF LONG BRANCH.**

WHEREAS, pursuant to §256.5, an applicant for a peddler's or solicitor's license under Article I of Chapter 256 is currently required to pay an annual license fee of \$100; and

WHEREAS, according to §256.13, all licenses issued under Article I, Chapter 256 expire on December 31 of each year; and

WHEREAS, although licenses under this Article are to be renewed each year, license holders have been submitting late applications to the City of Long Branch, which has resulted in additional costs incurred by the City of Long Branch to deal with multiple solicitations and extra staff time dedicated to those late submissions; and

WHEREAS, the City of Long Branch seeks to impose a \$25 late fee for any applications submitted for renewal of a license under this Article to the City of Long Branch after January 31 of the effective year of the license; and

WHEREAS, it is in the best interest of the City of Long Branch and its residents that license holders be held accountable for submitting late applications and that the City be reimbursed for the additional time and expense associated with processing late applications:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that §230-21.(3) be and is hereby amended to add subsection (b), which shall read as follows:

- (b) Any application for renewal of renewal of a license under this Chapter submitted after January 31 of the effective year of the license shall be subject to a late charge of \$25.00.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED:
ADOPTED:
ATTEST:

CITY OF LONG BRANCH

Ord. #48-07

**ORDINANCE AUTHORIZING PAYMENT IN LIEU OF TAXES FOR
GARFIELD COURT URBAN HOUSING ASSOCIATES, LLC. FOR
THE GARFIELD COURT PROJECT**

WHEREAS, Garfield Court Urban Renewal Housing Associates, LLC, the developer of property designated on the City's official tax map of the City of Long Branch as Block 314, Lot 4, has submitted an application for this property to be considered for approval of payments in lieu of taxes; and

WHEREAS, the proposed project (hereinafter "Garfield Court Project") is comprised of 67 public housing units to be developed utilizing low income housing tax credits, and will include one, two, three and four bedroom rental units to be constructed on the site of an existing public housing development owned and operated by the City of Long Branch Housing Authority; and

WHEREAS, the Garfield Court project is a key component of a proposed 141 unit revitalization project seeking to dramatically improve the surrounding neighborhood, as much of the non-owner occupied housing in the area is distressed; and

WHEREAS, the City of Long Branch believes that it is in the best interest of the residents of the City of Long Branch that Garfield Urban Renewal Housing Associates, LLC be approved for payment in lieu of taxes pursuant to the Land Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq. with regard to the Garfield Court Project pursuant to the proposed financial agreement or a form substantially similar thereto, a copy of which is annexed hereto as **Exhibit A**; and

WHEREAS, the proposed site currently has tax exempt status and therefore, the City is not realizing any monies from property taxes; however, pursuant to the financial agreement between the City and Garfield Court Urban Renewal Housing Associates, LLC, the City would benefit from over \$12,700 annually in property taxes if a payment in lieu of taxes is approved for the Garfield Court Project:

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Long Branch that Garfield Court Urban Renewal Housing Associates, LLC's application for the Garfield Court Project to be considered for approval for payment in lieu of taxes be and is hereby granted based on the terms set forth in the proposed financial agreement between the City and Garfield Court Urban Renewal Housing Associates, LLC annexed hereto as Exhibit A, or in a form substantially similar thereto.

BE IT FURTHER ORDAINED, that the Mayor and Clerk of the City of Long Branch be and are hereby authorized to execute any and all documents necessary to effectuate the City's acceptance of Garfield Court Urban Renewal Housing Associates, LLC's request for payments in lieu of taxes for the Garfield Court Project.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

EXHIBIT A

PILOT AGREEMENT LONG TERM TAX ABATEMENT

**FINANCIAL AGREEMENT PURSUANT TO THE LONG
TERM TAX EXEMPTION LAW,
N.J.S.A. 40a:20-1, et seq.
BETWEEN THE CITY OF LONG BRANCH AND
GARFIELD COURT URBAN RENEWAL HOUSING ASSOCIATES, LLC**

THIS FINANCIAL AGREEMENT (hereinafter, the "Agreement"), is made as of this day of April 10, 2007, between GARFIELD COURT URBAN RENEWAL HOUSING ASSOCIATES, LLC, an urban renewal limited liability company of the State of New Jersey, having its principal office at c/o Pennrose Properties, LLC, 230 Wyoming Avenue, Kingston, PA 18704, herein designated as the "Entity," and the CITY OF LONG BRANCH, a municipal corporation in the County of Long Branch and the State of New Jersey, hereinafter designated as the "City."

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the "Law"). It is expressly understood and agreed that the City relies upon the facts, data, and representations contained in the Application of the Entity project for Tax Abatement pursuant to the Long Term Tax Exemption Law, 40A:20-1, et seq., (hereinafter, the "Application") attached hereto as Exhibit "1." The Entity shall at all times prior to the expiration or other termination of this Agreement remain bound by the provisions of the Law. Operation under this Agreement shall be terminable by the Entity in the manner provided by the Law.

2. The City has granted and does hereby grant its approval for an urban renewal project, the nature, magnitude and description of which is disclosed below and in the accompanying Application, to be built under the provisions of the Law on the land described in said Application located on a portion of Block 314, Lot 4 in the City of Long Branch, New Jersey (hereinafter, the "Project"). The City finds that the redevelopment of the Project creates a substantial benefit to the City when compared to costs, if any, associated with the tax exemption granted herein and, further finds that such tax exemption is of significant importance in obtaining the development of the Project and in influencing the locational decisions of probable occupants of the Project. A summary of the Project follows:

(a) The Project is a sixty-seven (67) rental unit Low Income Housing Tax Credit project, comprised of a mix of one, two, three, and four bedroom rental units located on the former site of a public housing development owned and operated by the City of Long Branch Housing Authority. The Project site is located within the north central portion of the City of Long Branch. The 67 rental units will be located in 11 buildings that will be a mixture of duplexes, townhouses, and flat style dwellings. The 67 rental units will be leased exclusively to tenants whose incomes are at or below eighty percent (80%) of the area median income, and so qualifies as a "low and moderate income housing project" under the provisions of the New Jersey Long Term Tax Exemption Act and will be maintained as a low and moderate income housing project for a period of thirty (30) years from the completion of construction.

(b) The Project is part of a greater effort to dramatically improve the surrounding neighborhood. For 60 years, Garfield Court sat within a neighborhood of other public housing mixed-in with private homes. Though some of the owner-occupied housing is well-maintained and stable, the neighborhood reflects the distress of those units that are not. The

Project represents the third step in the described community revitalization that is being undertaken by the City of Long Branch Housing Authority together with its chosen developer, Pennrose Properties, LLC. The Project is a key component of a proposed 141 unit revitalization project to include other affordable rental and homeownership units to be made available only to households earning up to eighty percent (80%) of the area median income.

(c) The Garfield Court site is currently owned by the City of Long Branch Housing Authority. It will be ground leased to the Entity, which is a New Jersey limited liability company that was formed by Pennrose Properties, LLC, and which will own the 67 rental units. The Entity was qualified as an "urban renewal" entity under the Law in May, 2007. The managing member of the Entity is Pennrose GP, LLC, an affiliate of Pennrose Properties, LLC. The Entity will admit investor non-managing member entities owned by Centerline Capital Group, LLC in connection with the Low Income Housing Tax Credit syndication of the Entity and Project. The ground lease will be for a ninety year term. Pennrose Properties, LLC will act as the developer of the 67 rental units and Wallace Roberts & Todd will serve as the project's architect. The development team boasts a group of seasoned professionals with a breadth and depth of experience in the highest-quality affordable housing development.

(d) The Project's proposed sources and uses is set forth on Exhibit "A" attached hereto and incorporated herein.

(e) The Project's proposed operating expenses are set forth on Exhibit "B" attached hereto and incorporated herein.

3. Approval hereunder is granted to the Entity for the undertaking of the Project on the lands referred to above, which shall in all respects comply and conform to all applicable statutes and municipal ordinances, and the lawful regulations made pursuant thereto, governing

land, building(s) and the use thereof, and which Project is more particularly described herein and in the accompanying Application.

4. The Project to be constructed by the Entity shall be exempt from taxation on its improvements in accordance with the provisions of the Law and in the manner provided by this Agreement for a term of thirty (30) years from the completion of the entire Project but not more than thirty-five (35) years from the execution of this Agreement, and only so long as the Entity and the Project remain subject to the provisions of the Law and complies with this Agreement.

5. In consideration of the aforesaid exemption from taxation on improvement(s), the Entity, its successors and assigns shall make payment to the City of an annual service charge of a sum equal to six and 28/100 percent (6.28%) for municipal services supplied to the Project (hereinafter the "Annual Service Charge") of the annual gross revenue determined pursuant to N.J.S.A. 40A:20-1, et seq. calculated from the first day of the month following the substantial completion of the Project. There is hereby established a schedule of Annual Service Charges to be paid over the term of the thirty (30) year exemption period which shall be in stages as follows:

(a) For the first stage of the exemption period, commencing upon substantial completion of the Project and for the fifteen (15) years thereafter (the "Commencement Date"), the Entity shall pay the City an Annual Service Charge equal to six and 28/100 percent (6.28%) of the annual gross revenue.

For the remainder of the period of the exemption, the Annual Service Charge shall be determined as follows:

(b) For the second stage of the exemption period, which shall be for years sixteen (16) through twenty (20) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or twenty

percent (20%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(c) For the third stage of the exemption period, which shall be for years twenty-one (21) through twenty-five (25) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or forty percent (40%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(d) For the fourth stage of the exemption period, which shall be for years twenty-six (26) through twenty-eight (28) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or sixty percent (60%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;

(e) For the final stage of the exemption period, which shall be for years twenty-nine (29) through thirty (30) of the exemption period, the Entity shall pay the City an amount equal to either the amount determined pursuant to Paragraph 5(a) of this Agreement or eighty percent (80%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

The Annual Service Charge shall be paid to the City on a quarterly basis in a manner consistent with the City's tax collection schedule.

Against the Annual Service Charge the Entity shall be entitled to credit for the amount, without interest, of the real estate taxes on the Project's land paid or that would have been due by it or by the owner of the Project's land in the last four (4) preceding quarterly installments.

Notwithstanding the provisions of this section of the Agreement, the minimum Annual Service

Charge shall be the amount of the total taxes levied against all the real property covered by the Project in the last full tax year in which the area was subject to taxation, and the minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge calculated pursuant to this section of the Agreement would be less than the minimum Annual Service Charge. Prior to the Commencement Date, the Entity shall pay real estate taxes based on the assessed value of the Project as of the date of this Agreement. The calculation of the proposed Annual Service Charge is set forth on Exhibit "C" attached hereto and incorporated herein.

6. The Annual Service Charge payments for the first year of tax exemption shall be made on a pro rata basis, from the date of commencement of the exemption to the close of that calendar year, and, for the last calendar year of the tax exemption, from the first day of the calendar year to the date of termination of the exemption. Upon the termination of the exemption granted pursuant to the provision of the Law, the Project and all improvements made thereto shall be assessed and subject to taxation as are other taxable properties in the City. After the date of termination, all restrictions and limitations upon the Entity shall terminate and be at an end upon the Entity's rendering its final accounting to and with the City.

7. In the event of a breach of the Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may, pursuant to N.J.S.A. 40A:20-9f, to the rules of the American Arbitration Association for resolution by arbitration (the "AAA Rules"). The arbitration shall be before one neutral arbitrator to be selected in accordance with the AAA Rules and whose decision shall be rendered in writing. The results of the arbitration shall be final and binding upon the parties, with each party paying its own costs of the arbitration and 50% of the costs of the neutral arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof. In

rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Jersey. The arbitration shall be held in Long Branch, New Jersey, or at such other place as may be selected by mutual agreement of the parties. The arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

In the event of a default on the part of the Entity pursuant to its obligation to pay the Annual Service Charge as defined in Paragraphs 5 and 6 above, the City may terminate the tax abatement if the default is not remedied within ninety (90) days of the due date of the Annual Service Charge or in the alternative it reserves the right to proceed against the Entity's Project that is the subject of this Agreement, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, it being understood and agreed by the parties hereto that throughout N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, whenever the word "taxes" appears, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provision shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In any event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-mentioned manner by conventional or in rem tax foreclosure.

8. It is agreed between the parties that the Entity, at any time after the expiration of one (1) year from the completion of the Project, may notify the City Council of the City that, as of a certain date designated in the notice, it relinquishes its status under the Law, and that the entity has obtained the consent of the Commissioner of the Department of Community Affairs to

such a relinquishment. As of that date, the tax exemption, the service charges, and the profit and dividend restrictions for the Entity shall terminate. The date of termination of tax exemption, whether by relinquishment by the Entity or by terms of this Agreement, shall be deemed to be the close of the fiscal year of the Entity. Within ninety (90) days of that date, the Entity shall pay to the City the amount of reserve, if any, maintained pursuant to section 15 or 16 of the Law, as well as the excess net profits, if any, payable as of that date.

9. The Entity shall be subject, during the period of this Agreement and tax exemption under the Law, to a limitation of its profits and in addition, in the case of a corporation, of the dividends payable by it. Whenever the net profits of the Entity for the period, taken as one accounting period, commencing on the date on which the construction of the Project is completed and terminating at the end of the last full fiscal year, shall exceed the allowable net profits for the period, the Entity shall, within ninety (90) days of the close of the fiscal year, pay the excess net profits to the City as an additional service charge. The Entity may maintain during the term of this Agreement a reserve for unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding seven percent (7%) of the gross annual revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted net profits as provided in N.J.S.A. 40A:20-15. This seven percent (7%) reserve is established as required by the Low Income Housing Tax Credit regulations of the New Jersey Housing and Mortgage Finance Agency.

10. Within ninety (90) days after the date of such termination, the Entity shall pay the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-15 and 40A:20-16, as well as the excess net profits, if any, payable as of that date.

11. The Entity shall submit annually, within ninety (90) days after the close of each of its fiscal years, its auditor's reports of income and expenses related to the Project to the Mayor and Municipal Council of the City and to the Director of Local Government Services in the Department of Community Affairs having a mailing address of CN-805, Trenton, NJ 08625-0805.

12. The Entity shall, upon request, permit inspection of the Project, equipment, buildings and other facilities of the Entity by authorized representatives of the City or the State of New Jersey. The Entity shall also permit examination and audit of its books, contracts, records, documents and papers by authorized representatives of the City or the State at the Entity's expense. Such inspection or examination shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Entity.

13. After examination of the books, contracts, etc. as set forth in Paragraph 12, the City, in its reasonable discretion, may, within ninety (90) days after the close of any fiscal or calendar year (depending on the Entity's accounting basis) in which this Agreement remains in effect, require the Entity to submit an auditor's report for the preceding fiscal or calendar year, certified by a certified public accountant, to the Mayor, the City Council, the Finance Director and the Clerk of the City. Said auditor's report shall include, but not be limited to, such details as may relate to the Project's cost and to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law, as amended and supplemented, and this Agreement, and shall be prepared in a manner consistent with the current standards of the Financial Accounting Standards Board. Said auditor's report shall be submitted to the representatives of the City mentioned above within 90 days of receipt by the Entity of the City's request for said auditor's report.

14. The failure on the part of the Entity to make timely payment of all municipal obligations, taxes, fees and charges arising out of this Agreement or in any way arising out of the affected Project, its land and/or improvements, or failure on the part of the Entity to comply with the requirements of the aforementioned audit, or with any other substantive condition of this Agreement shall permit the City to exercise such remedies as may be provided by the Law or this Agreement, provided that this Entity shall have received from the City a Notice of Default and Intent to Terminate, in which case the Entity shall have ninety (90) days in which to cure any default and avoid such termination.

15. Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

(a) When sent by the City to the Entity it shall be addressed to: Entity, c/o Pennrose Properties, LLC, One Brewery Park, 1301 North 31st Street, Philadelphia, Pennsylvania 19121, unless prior to giving such notice the Entity shall have notified the City otherwise in writing.

(b) When sent by the Entity to the City, it shall be addressed to the City Clerk, 344 Broadway, Long Branch, New Jersey 07740, unless prior to giving such notice the City shall have notified the Entity otherwise in writing.

16. It is understood and agreed that in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default, or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1, et seq., the Entity shall indemnify and hold the City harmless and shall further defend any such action at its own expense. Notwithstanding anything in the Agreement to the contrary, the Entity's

liability under this Agreement shall be limited to its interest in the Project. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents, the expense thereof to be borne by the City.

17. The Entity shall have and may exercise such of the powers conferred by law on limited liability companies as shall be necessary for the operation of the business of the Entity and as shall be consistent with the provisions of the Law, and, in addition shall have and may exercise the powers set forth in the Law, but only so long as this Agreement, together with any amendments thereto, is in effect with the City pursuant to the Law.

18. The City consents to a sale of the Project by the Entity to another urban renewal entity organized pursuant to the Law, their successors, assigns, all owning no other project at the time of the transfer and that, upon assumption by the transferee urban renewal entity of the transferor's then remaining obligations under this Agreement, the tax exemption of the improvements of the Project shall continue and inure to the transferee urban renewal entity, its respective successors or assigns.

However, any change made in the ownership of the Project which, as determined by the City in its reasonable discretion, would materially affect the terms of this Agreement, shall render this Agreement voidable unless approved by the City Council by resolution. It is understood and agreed that the City may, on written application by the Entity, consent to a sale of the Project and the transfer of the Agreement to an urban renewal corporation or association eligible to function under the Law provided the Entity is not in default as respects any performance required of it hereunder and full compliance with the terms and conditions of N.J.S.A. 40A:20-1, et seq. has occurred and the Entity's obligation under this Agreement with the City is assumed by the transferee.

If the Entity has, with the consent of the City, transferred its Project to another urban renewal entity which has assumed the then remaining contractual obligations of the Entity with the City, the Entity shall be discharged from any further obligation under this Agreement, and shall be qualified to undertake another project with the same or a different municipality.

The City recognizes and acknowledges that the Entity is a New Jersey limited liability company and as such intends to sell membership interests in the Entity through syndication. The City specifically recognizes and consents to such syndication and sale or resale of membership interests in the Entity.

19. Where approval or consent of the City is sought for an assignment of the Agreement, either the Entity or its assignee shall be required to pay to the City a reasonable fee for the legal services of the City's Law Department, as determined by the Director of Law of the City, related to the review, preparation, and/or submission of papers to the City Council for its appropriate action on the request assignment.

20. Reference to the Long Term Exemption Law shall mean N.J.S.A. 40A:20-1, et seq., as amended and supplemented.

21. The Entity shall, from the time the Annual Service Charge becomes effective, and on the same due dates as scheduled for the payment of land taxes, pay the City the estimated 1/4 of the Annual Service Charge on the Project's improvements until the correct amount due from the Entity as the Annual Service Charge on the Project's improvements is determined after any review and examination by the City of the Entity's books and records and for submission to City of any auditor's reports pursuant to Paragraphs 12 and 13 above.

Within 90 days after the correct amount due from the Entity as the Annual Service Charge on the Project's improvements has been determined by the City's Finance Director and

notice of same given to the Entity, the City and the Entity will adjust and pay any over or under payment so made, or needed to be made.

22. All conditions in the Ordinance of the City Council approving this Agreement are hereby incorporated in this Agreement and made a part hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the date and year first above written.

ATTEST/WITNESS:

GARFIELD COURT URBAN
RENEWAL HOUSING ASSOCIATES, LLC,
a New Jersey limited liability company

By: Pennrose GP, LLC,
a Pennsylvania limited liability company,
as Managing Member

Name:

By: _____
Name: Timothy I. Henkel
Title: Vice President

ATTEST:

CITY OF LONG BRANCH,
a New Jersey Municipal Corporation

Name:

By: _____
Name:
Title:

Exhibit "1"

Application

Exhibit "A"

Project Sources and Uses (Projected)

Garfield Court's proposed costs and funding sources are as follows:

<u>DEVELOPMENT BUDGET</u>		<u>FUNDING SOURCES</u>	
Land/Building Cost	\$ <u>234,500</u>	<u>LIHTC Equity</u>	\$ <u>13,933,000</u>
Construction Cost	\$ <u>17,101,563</u>	<u>Home Express/NJHMFA</u>	\$ <u>2,598,391</u>
Professional Fees	\$ <u>4,432,311</u>	<u>LBHA Loans</u>	\$ <u>5,160,063</u>
Carrying Costs/Fees	\$ <u>1,580</u>	_____	\$ _____
Marketing/ Advertising	\$ <u>156,000</u>	_____	\$ _____
TOTAL DEVELOPMENT COSTS	\$ <u>21,691,454</u>	TOTAL FUNDING SOURCES	\$ <u>21,691,454</u>

Low Income Housing Tax Credit equity will be obtained through a syndication of 99.99% of the membership interests of Garfield Court Urban Renewal Housing Associates, LLC to affiliates of Centerline Capital Group, LLC (formerly known as Related Capital Company). In return, Centerline Capital Group, LLC and its affiliates will be making a series of equity contributions to Garfield Court Urban Renewal Housing Associates, LLC that will total \$13,933,000.

Exhibit "B"**Project Rental Income and Operating Expenses (Projected)**

Type of Units	Number of Units	Square Footage	Utility Allowance	Monthly Rent	Annual Rent
1 BR	6	980	88	150	10,800
2 BR	27	1,150	112	185	59,940
3 BR	25	1,485	136	210	60,480
4 BR	3	1,675	172	250	9,000
2 BR MKT	3	1,150	112	983	33,768
3 BR MKT	3	1,485	136	1,214	43,704
Total	67				217,692*

* Does not include \$290/unit/month for 61 units in operating subsidy (\$212,290)

EXPENSES	
Administrative	
Salaries & Benefits	24,520
Maintenance & Repairs	109,450
Maintenance Contracts	13,250
Property Management	41,300
Real Estate Taxes (PILOT est.)	33,969
Insurance	15,414
Utilities	33,238
Social Service Provider	43,000
Reserves	
Debt Service Payment	23,450
Other	
TOTAL EXPENSES	337,591

Exhibit "C"Calculation of Annual Service Charge

a. Annual Revenue	\$ 217,692
b. Less: Vacancy Factor Amount (a * 7%)	- \$15,238
c. Equals: Net Income (a-b)	\$ 202,454
d. Annual Abatement Percentage Required (cannot exceed 15%)	x <u>6.28%</u>
e. Annual Amount of Payment in Lieu of Taxes (c * d)	\$12,714
Term of abatement requested (cannot exceed 30 years):	<u>30 years</u>

The annual abatement percentage is 6.28% as this is what is required by the New Jersey Housing and Mortgage Finance Agency under its rules for the Low Income Housing Tax Credit program.

Ordinance No. #49-07

ORDINANCE AMENDING CHAPTER 116 "BEACHES", §5 "RULES AND REGULATIONS" OF THE CODE OF THE CITY OF LONG BRANCH, REGARDING THE USE OF SURFBOARDS, RAFTS OR OTHER SWIMMING APPARATUS.

WHEREAS, the City of Long Branch's ("City's") existing Ordinance pertaining to surfing and related activities, specifically section 116-5P. of the Code of the City of Long Branch, limits the use of surfboards, rafts and other swimming apparatus to two of the City's beaches as designated by the Director of Recreation, and prohibits surfing and related activities on all other beaches in the City; and

WHEREAS, the City wishes to amend Section 116-5P. of the Code to permit surfing and related activities on all public beaches in the City but at the same time to limit the potential for surfer-swimmer contact in the designated bathing areas by regulating the manner in which these activities are permitted to be conducted; and

WHEREAS, as it currently reads, Section 116.5P. of the Code could be interpreted as a determination that the two designated surfing beaches are safe for the designated purpose; however, due to changing conditions based on wind, tide and littoral drift, among other factors, the level of safety in a particular area or on a particular beach can change from one day to the next; and

WHEREAS, such designation of specific beaches as surfing beaches could expose the City to liability in the event of injury; and

WHEREAS, the City believes that by requiring surfers performing surfing activities within three hundred of a protective bathing area to secure the surfboard, raft, or other swimming apparatus being used to his or her arm or leg by utilizing a surf leash, these activities can be performed safely, without harm to bathers and with limited liability, as opposed to permitting surfing and related activities on beaches specifically designated for that purpose; and

WHEREAS, pursuant to the proposed amendment to Section 116.5P. of the Code, any person using a surfboard, raft or other swimming apparatus would also be required to cease use of the surfboard, raft, or other swimming apparatus within designated bathing areas upon being directed to do so by an on duty lifeguard; and

WHEREAS, the City of Long Branch finds that it is in the best interest of the health, safety and welfare of residents of the City and bathers that surfing and related activities not

be limited to two designated beaches but rather that surfing activities be permitted on the various beaches in the City and at the same time protect bathers from having contact with surfers by mandating the use of surf leashes; and

WHEREAS, the City has consulted with its City attorney as well as an attorney with legal expertise in insurance, bathing and surfing law, both of which have recommended that the proposed amendment is in the best interest of the City in terms of protecting the City from liability for injuries, and at the same time ensuring the safety of both surfers and bathers:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that §P. of Section 115-5 of the Code of the City of Long Branch be and is hereby amended, and shall read as follows:

- P. No person shall use surfboards, rafts, or other swimming apparatus upon the protected public bathing beaches or in the waters adjacent thereto at any time lifeguards are on duty. Any person using a surfboard, raft or other swimming apparatus within 300 feet of a protected bathing area shall do so only after securing such surfboard, raft or other swimming apparatus to his or her arm or leg with a surf leash and shall cease the use of such surfboard, raft or other swimming apparatus within that area upon being directed to do so by a lifeguard on duty.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

F:\USERS\Long Branch\Ordinances\Amending.116.5.Beaches.Surfboards.doc

ADAM SCHNEIDER, MAYOR

Ordinance No. 50-07

**ORDINANCE AMENDING CHAPTER 181 "FOOD ESTABLISHMENTS, RETAIL", §181.4
"LICENSE FEE" OF THE CODE OF THE CITY OF LONG BRANCH.**

WHEREAS, §181-4.A. sets forth the license fee for retail food establishments in the City of Long Branch; and

WHEREAS, since the time that the existing fees were set, there have been changes to the New Jersey State Sanitary Code, N.J.S.A. 24:1-1, et seq., requiring local health department inspectors to allocate more time to food handling operation inspections thus resulting in an additional expense to the City of Long Branch; and

WHEREAS, the City of Long Branch seeks to increase the fees set forth in §181-4.A. of the Code of the City of Long Branch, as well as to provide for a fee for late submissions of retail food establishment license applications to hold such establishments accountable for late submission of applications and since late submissions require additional time, attention and expense on the part of the City; and

WHEREAS, any such increase in fees as set forth herein is in the best interest of the City of Long Branch and its residents as it will assist the City in continuing to provide necessary inspection services and at the same time permit the City to be reimbursed for the time expended to provide these services:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that §181-4.A. of the Code of the City of Long Branch establishing fees for retail food establishment licenses be and is hereby amended to read as follows:

- A. Upon application for said license, the applicant shall tender the license fee in accordance with the following as determined by the Department, which fee shall include any inspection made by the City;
- (1) Basic fee: \$50.
 - (2) From an establishment engaged in the preparation, processing, packaging or serving of food: \$100.
 - (3) From an establishment engaged in the preparation, processing, packing or serving of food with equal to or greater than 5,000 square feet of area: \$150.
 - (4) Special events. There shall be a licensing fee of

\$50 for each vendor who will appear at a special event. This fee shall be per event per vendor. A special event is defined as an event taking place in the City of Long Branch for which municipal approvals are required.

- (5) Mobile retail food establishments. An annual licensing fee of \$50 shall be due and owing to the licensing of mobile retail food establishments as defined in N.J.A.C. 8:24-1, et seq., as amended.
- (6) Plan review fee. A plan review fee of \$75 shall be required for any retail food establishment plan which is submitted pursuant to N.J.A.C. 8:24-11.1, et seq., as amended.
- (7) Late Fee. A late fee of \$25 shall be required for any renewal of an application for a license under §181-4.A.(1) through (3) of this Chapter submitted after January 31 of the effective year of the license.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

Ordinance No. 51-07

ORDINANCE AMENDING CHAPTER 109 "ANIMALS", §109-2 "LICENSING PROVISIONS", SUBSECTION E "FEES" OF THE CODE OF THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch wishes to amend its ordinances to increase the dog license fee in accordance with N.J.S.A. 4:19-15.12, the State law governing annual fees for a dog license; and

WHEREAS, the City's current ordinance establishes an annual license fee of \$11.20, or if a dog owner presents a certificate signed by a licensed veterinarian stating that the dog has been spayed or neutered, an annual license fee of \$7.20; and

WHEREAS, State law authorizes the City to charge up to \$21 annually for a dog license fee; and

WHEREAS, the City of Long Branch wishes to increase the fee for dog licenses to allow the City's Health Department to continue to administer its animal control program and at the same time offset increasing costs for such administration; and

WHEREAS, the increase in fees for dog licenses is in the best interest of the City of Long Branch and its residents as it allows the City to continue to provide essential animal control services:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that §109-2, subsection E. of the Code of the City of Long Branch be and is hereby amended, and shall read as follows:

- E. Fees. [Amended 10-13-1981 by Ord. No. 1038]
- (1) The dog license fee shall be as follows:
 - (a) Annual license: \$15.00.
 - (2) A dog owner who presents a certificate signed by a licensed veterinarian stating that the dog has been spayed or neutered shall be subject to a reduced fee as follows:
 - a. Annual license: \$10.00.
 - (3) In accordance with N.J.S.A. 4:19-15.2a, Compulsory Inoculation,⁵ any license may be issued only when the dog owner provides evidence that the duration of the immunization against rabies will run

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CH 7807
OCEAN, N.J. 07712
(732) 922-1000

Ordinance No. 52-07

**ORDINANCE AMENDING CHAPTER 230 "MERCANTILE LICENSES", §230-2
"GENERAL MERCANTILE LICENSES", SUBSECTION I. "LICENSE FEES" OF THE
CODE OF
THE CITY OF LONG BRANCH.**

WHEREAS, pursuant to §230-2I.(3) of the Code of the City of Long Branch, all businesses, trades and activities that are conducted within the City of Long Branch and regulated by Chapter 230 are required to pay an annual mercantile license fee of \$50; and

WHEREAS, according to §230-2E., all existing mercantile licenses commence on January 1 and expire on December 31 of each year; and

WHEREAS, although mercantile license applications are to be renewed each year, license holders have been submitting late applications to the City of Long Branch, which has resulted in additional costs incurred by the City to deal with multiple solicitations and extra staff time dedicated to those late submissions; and

WHEREAS, the City of Long Branch seeks to impose a \$25 late fee for any applications submitted for renewal of a mercantile license to the City of Long Branch after January 31 of the effective year of the license; and

WHEREAS, it is in the best interest of the City of Long Branch and its residents that mercantile license holders be held accountable for submitting late applications and that the City be reimbursed for the additional time and expense associated with processing late applications:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Long Branch that §230-2I.(3) be and is hereby amended to add subsection (b), which shall read as follows:

- (b) Any application for renewal of a mercantile license under this Chapter submitted after January 31 of the effective year of the license: \$25.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.

concurrent with the period of effectiveness of the license.⁶

- (4) The license shall also be subject to the current New Jersey registration fee in accordance with P.L. 1941, c. 151.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CN 7807
OCEAN, N.J. 07712
(732) 922-1000

R# 325-07

**RESOLUTION DESIGNATING PUBLIC
AGENCY COMPLIANCE OFFICER FOR
THE YEAR 2008**

WHEREAS, pursuant to the requirements of PL 1975 Chapter 17 (NJAC 17:27), all public agencies shall by January 10th of each year, designate an employee or official, to serve as its Public Agency Compliance Officer, (P.A.C.O.) and notify the State of New Jersey, Department of Treasury of said action; and

WHEREAS, the function of the Public Agency Compliance Officer is to maintain liaison with and assist the State Treasurer in the implementation of PL 1975, Chapter 127; and

WHEREAS, the Business Administrator has recommended that it would be in the City's best interest to designate the Municipal Clerk to act as the Public Agency Compliance Officer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that Irene A. Joline, RMC is hereby designated as the City of Long Branch Public Agency Compliance Officer for a term to expire on December 31, 2008.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Affirmative Action Office of the State of New Jersey, Department of Treasury.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 326-07

**RESOLUTION AUTHORIZING
CITY OF LONG BRANCH
TO CHARGE FEE FOR A
DUPLICATE TAX SALE CERTIFICATE**

BE IT RESOLVED, by the City Council of the City of Long Branch that pursuant to NJSA 54:5-52.1 a service charge of \$100.00 be charged for each duplicate tax sale certificate that has been either destroyed or lost and to be effective January 1, 2008.

R# 327-01

RESOLUTION AUTHORIZING
CITY OF LONG BRANCH
TO CHARGE A FIVE DOLLAR FEE
FOR TAX SALE ADVERTISING

BE IT RESOLVED, by the City Council of the City of Long Branch to authorize the Tax Collector's Office to charge an advertising cost fee of five (\$5.00) dollars for each tax sale item that appears in the newspaper. The fee applies to only tax sale items that are paid in full prior to the tax sale. All items that go directly to tax sale will be charged as per statute and to become effective January 1, 2008.

R# 328-01

**RESOLUTION AUTHORIZING
THE TAX COLLECTOR TO
CONDUCT A TAX LIEN SALE**

WHEREAS, there remains on the records of the City of Long Branch delinquent taxes, sewer service charges and other municipal charges owing as of December 31, 2007 and,

WHEREAS, the statutes of the State of New Jersey, expressly N.J.S.A. 54:5 et seq., provide for the enforcement and collection of such delinquencies through a tax lien sale and,

WHEREAS, the Tax Collector is empowered by statute to conduct and preside over the sale of liens and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, a Municipal Corporation of the State of New Jersey, that the Tax Collector is authorized to conduct a tax lien sale for 2007 delinquent taxes, sewer service charges and other municipal charges on or before December 31, 2008 and to become effective January 1, 2008.

R# 329-01

**RESOLUTION TO APPOINT
TAX SEARCH OFFICER
FOR 2008**

BE IT RESOLVED, by the City Council of the City of Long Branch, that Carla Tomas be and hereby is designated as the Tax Search Officer of the City to make and certify Certificates of Searches of the Municipal Improvements, as may be required under and by virtue of NJSA 54:5-18.1 et. seq. and to become effective January 1, 2008.

R# 330-01

**RESOLUTION TO APPOINT
TAX SEARCH OFFICER
FOR 2008**

BE IT RESOLVED, by the City Council of the City of Long Branch, that Edward S. Mazzacco, the Tax Collector of the City of Long Branch, be and hereby is designated as the Tax Search Officer of the City to make and certify Certificates of Searches of the Municipal Liens, as may be required under and by virtue of NJSA 54:5-11 and to make and certify Certificates of Searches of the Municipal Improvements, as may be required under and by virtue of NJSA 54:5-18.1 et. seq. and to become effective January 1, 2008.

R# 331-07

**RESOLUTION AUTHORIZING
CITY OF LONG BRANCH
TO CHARGE FEE
FOR RETURNED CHECKS**

BE IT RESOLVED, by the City Council of the City of Long Branch that pursuant to NJSA 40:5-18 a service charge of \$20.00 be charged for each returned check, used to make any payment to the City of Long Branch, for insufficient funds and to become effective January 1, 2008.

R# 332-07

**RESOLUTION ESTABLISHING A YEAR END
PENALTY OF SIX (6%) PER CENT TO
BE CHARGED ON THIRD PARTY LIENS
ON DECEMBER 31 OF EACH YEAR
WHEN THE AMOUNT PAID BY THE LIEN HOLDER
IS IN EXCESS OF \$10,000.00**

WHEREAS, NJSA 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes or assessments subject to any abatement of discount for the late payment of taxes as provided by law; and

WHEREAS, NJSA 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 and allows an additional penalty of 6% to be collected against a delinquency in excess of \$10,000.00 on property that fails to pay the delinquency prior to the end of the calendar year.

WHEREAS, NJSA 54:4-67 permits the governing body to fix a penalty of 6% to be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the fiscal year. If any fiscal year delinquency in excess of \$10,000.00 is paid by the third party lien holder of an outstanding tax sale certificate the holder or purchaser shall be entitled to receive the amount of the penalty as part of the amount required to redeem such certificate of sale providing the payment is made by the tax lien holder prior to the end of the fiscal year. If the holder of the outstanding tax sale certificate does not make the payment in full prior to the end of the fiscal year, then the holder or purchaser shall be entitled to a pro rata share of the delinquency penalty upon redemption and the balance of the penalty shall inure to the benefit of the municipality. The penalty so fixed shall not exceed 6% of the amount of the delinquency with respect to each most recent fiscal year only.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the Tax Collector has the authority to fix a 6% year end penalty to all third party tax sale certificates in excess of \$10,000.00 that have been paid in full by the lien holder prior to the end of the fiscal year and if not paid in full the lien holder shall be entitled to a pro rata share of the delinquency penalty upon redemption and the balance of the penalty shall be inure to the benefit of the municipality for the 2007 tax year and to become effective on January 1, 2008.

R# 333-07

**RESOLUTION SETTING FORTH
RATE OF INTEREST TO BE
CHARGED ON DELINQUENT TAXES
FOR 2008**

WHEREAS, NJSA 54:4-66 & 67 provide that taxes for municipalities operating under the calendar fiscal year shall be payable the first installment as hereinafter provided on February 1, the second installment on May 1, the third installment on August 1, and the fourth installment on November 1, after which dates if unpaid, they shall become delinquent and remain delinquent until such time as all unpaid taxes, including taxes and other liens subsequently due and unpaid, together with interest have been fully paid and satisfied, and,

WHEREAS, NJSA 54:4-67 provides that no interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same became payable, and,

WHEREAS, NJSA 54:4-67 provides that "Delinquency" means the sum of all taxes and municipal charges due on a given parcel of property covering any number of quarters or years, and,

WHEREAS, NJSA 54:5-6 provides that taxes are a **continuous** lien and all subsequent taxes, interest, penalties and costs of collection which are imposed or accrue are added to the lien and become part of it, and,

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the City of Long Branch, Tax Collector, Edward S. Mazzacco, interest at the rate of 8% per annum be charged on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 be charged, to be calculated from the date the tax was payable until the date that actual payment to the tax collector is made NJSA 54:4-67 and, to become effective January 1, 2008.

R# 334-07

RESOLUTION
2007 BUDGET APPROPRIATION TRANSFERS

WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year, to expend for any of the purposes specified in the budget an Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Director of Finance has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the budget transfers, attached and made a permanent part of this resolution, are hereby made and approved.

Budget Appropriations 2007

TRANSFERS
12/26/2007

Transfers "To"

Office of the City Clerk Salaries and Wages	1,000.00
Office of the Tax Collector Salaries and Wages	1,000.00
Divison of Purchasing Salaries and Wages	1,000.00
Disposal Costs (Sanitation and Recycling) Other Expenses	350,000.00
Division of Police Salaries and Wages	7,000.00
Division of Fire Uniform Fire Safety (Chapter 383, P.L. 1983) Salaries and Wages	1,000.00
Department of Health Office of the Director Salaries and Wages	1,500.00
Department of Building & Development Office of the Director Salaries and Wages	500.00
Utilities: Street Lighting	32,000.00
Total Transfers "To"	<u><u>395,000.00</u></u>

Budget Appropriations 2007

TRANSFERS
12/26/2007

Transfers "From"

Office of the Chief Administrator	
Salaries and Wages	3,000.00
Office of Emergency Management	
Salaries and Wages	
Other Expenses	1,300.00
Office of the City Attorney	
Misc. -Other Expenses (Zoning Board Attorney)	2,000.00
Misc. -Other Expenses (Prosecutor / Ass't City Attorney)	2,500.00
Office of the City Clerk	
Other Expenses	10,000.00
Misc- Other Expenses	7,000.00
Department of Finance	
Office of the Director	
Other Expenses	25,000.00
Office of the Tax Collector	
Other Expenses	5,000.00
Divison of Purchasing	
Miscellaneous Other Expenses	780.01
Insurance	
Employee Group Health	125,000.00
Workers Compensation	50,000.00
Division of Street Construction & Maintenance	
Salaries and Wages	20,000.00
Other Expenses	
Municipal Garage	
Salaries and Wages	7,000.00
Division of Parks	
Salaries and Wages	12,000.00
Division of Public Facilities	
Salaries and Wages	7,000.00
Division of Solid Waste / Recycling	
Salaries and Wages	19,000.00
Division of Fire	

Budget Appropriations 2007TRANSFERS
12/26/2007

Salaries and Wages	20,000.00
Other Expenses	3,700.00
Department of Health	
Office of the Director	
Other Expenses	10,000.00
Bureau of Welfare	
Miscellaneous Other Expenses (Reloc)	5,000.00
Department of Recreation	
Office of the Director	
Miscellaneous Other Expense	500.00
Bureau of Recreation	
Miscellaneous-Other Expenses (celebrations)	4,000.00
Bureau of Conservation (Beaches)	
Salaries and Wages	5,000.00
Environmental Commission	
Other Expenses	500.00
Long Branch Arts Council	
Other Expenses	19,994.67
Department of Building & Development	
Office of the Director	
Miscellaneous Other Expense (Demolition)	19,725.32
Office of the Tax Assessor	
Salaries and Wages	10,000.00
Total Transfers "From"	<u>395,000.00</u>

R# 335-07

**RESOLUTION APPROVING LIQUOR LICENSE FOR THE 2007/2008
LICENSING TERM**

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

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

Lobran Assets, Inc. – 1325-33-012-006

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ABSTAIN:

R# 336-07

**RESOLUTION TO REFUND
OVERPAYMENT OF
2007 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2007 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue a check to the taxpayer(s) shown below and charge 2007 taxes in the amount of \$1,402.28 and,

BLOCK	LOT	NAME	AMOUNT
73	6	MOCO Investments, LLC	1,402.28
320	Oakley Ave.	PO Box 2066 Ocean, NJ 07712	

**RESOLUTION AUTHORIZING CONTRACT
FOR PLANNING SERVICES RELATIVE TO
UPDATE OF LONG BRANCH MASTER PLAN**

WHEREAS, the City of Long Branch has the need to contract with an firm to provide planning services relative to update of the Long Branch Master Plan, preparation of the Plan Endorsement Petition to State Planning Commission for Preservation of Regional Center Designation, and preparation of the City's application for Urban Center Designation; and

WHEREAS, it was recommended by the Department of Administration that this contract be awarded through the traditional process of selection of the professional firm based on experience and reputation, as allowed by Local Public Contracts Law, without having public advertised for proposals; and

WHEREAS, proposals were solicited from five firms, and the following proposals were received and opened in public on October 9, 2007:

Birdsall Engineering, Inc.	\$137,551.75
CMX, Inc.	\$159,250.00
Maser Consulting, PA	\$126,250.00
Phillips Preiss & Shapiro Assoc.	\$180,000.00
T&M Associates	No Bid

WHEREAS, proposals were review and evaluated by the Master Plan Committee based on criteria outlined in the RFP, and the Committee has recommended, and the Long Branch Planning Board has endorsed, award of the contract to CMX, Inc., as the firm most qualified to perform the tasks outlined in the RFP; and

WHEREAS, as required in accordance with N.J.S.A. 19:44A-1 et seq., the following required documents have been submitted with regard to authorizing this contract:

- i. The Purchasing Agent has determined and certified the value of this contract in accordance with the Certification of Value Form, annexed hereto.
- ii. CMX, Inc. has completed and submitted the Business Entity Disclosure Certification, annexed hereto, certifying that it has not made and will not make any reportable contributions that would bar the award this contract.
- iii. CMX, Inc. completed and submitted to the City on October 22, 2007, the C. 271 Political Contribution Disclosure Form, annexed hereto.

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **2007 Budget, Department of Building and Development, Office of Planning, Miscellaneous Other Expense, Appropriation #7-01-127-601, in an amount not to exceed \$159,250.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract with **CMX, Inc.**, for planning services relative to update of the Long Branch Master Plan, Plan Endorsement Petition to the State Planning Commission for Preservation of Regional Center Designation, and Urban Center Designation, in according with the RFP and proposal annexed hereto, **for a sum not to exceed \$159,250.**

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

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**CONTRACT FOR PLANNING SERVICES RELATIVE
TO UPDATE OF MASTER PLAN**

Said contract being made as follows:

CMX, INC.	\$159,250
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Said funds being available in the form of:

2007 BUDGET DEPARTMENT OF BUILDING AND DEVELOPMENT OFFICE OF PLANNING MISCELLANEOUS OTHER EXPENSE APPRO. #7-01-127-601	\$159,250
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Ronald J. Mehnorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

12/18/17
Date

AGREEMENT

THIS AGREEMENT MADE THIS DAY OF ,

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

Hereinafter called the **CITY**

AND

CMX, INC.
JUSTIN CORPORATE CENTER
200 STATE HIGHWAY NINE
P O BOX 900
MANALAPAN, NJ 07726-0900

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining CMX, Inc. to provide planning services relative to update of the Long Branch Master Plan, preparation of the Plan Endorsement Petition to State Planning Commission for Preservation of Regional Center Designation, and preparation of the City's application for Urban Center Designation in accordance with the proposal attached hereto, for an amount not to exceed \$159,250.00; and

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

1. The City of Long Branch hereby enters the within agreement for a sum not to exceed \$159,250.00.
2. CMX, Inc. agrees to provide services.
3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to the completion of the project.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount, you notify the

City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

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

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

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

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

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

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

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

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

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

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

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

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC 17:27.

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

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.
8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."
9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 2005, c. 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at.
10. This Contract shall be binding upon the City has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR** attested by **IRENE A. JOLINE, CLERK** and the Municipal Seal to be hereunto affixed and the **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

CITY OF LONG BRANCH

by: _____
Adam Schneider, Mayor

Attested by:

Date: _____

Irene A. Joline, RMC
City Clerk

CONTRACTOR

By: _____

Title: _____

Attested by:

Dated: _____

CITY OF LONG BRANCH

PURCHASING OFFICE
344 BROADWAY
LONG BRANCH, NJ 07740

(732) 571-5656
(FAX)(732) 222-1516

TO: Long Branch City Council
FROM: Carol Mellaci, Purchasing Agent
DATE: December 18, 2007
SUBJECT: Certification of Value of Contract



Relative to the requirements of N.J.S.A. 19:44-20.5, I verify and certify that the value of the following contract is above \$17,500.

Contract for: Planning services relative to Master Plan
Awarded to: CMX, Inc.
Contract Amount: Not to exceed \$159,250



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

To: Michael De Stefano, Council President
From: Howard Marlin, Planning Board
Date: 12/14/07
Subject: Master Plan Consultant

Dear Council President DeStefano,

As tasked by the City Council, the Planning Board has completed its review of the various consultant proposals that were submitted to the City concerning its updating of the Master Plan. The Planning Board/Zoning Board – Master Plan and Zoning Committee has thoroughly reviewed the submitted proposals and made its recommendation to the Planning Board.

At its meeting of 12/13/07, the Planning Board considered the Committee's recommendation and voted to recommend to Council that the firm of CMX be awarded the contract to do the City's Master Plan.

If you have any questions concerning this please contact Carl Turner at the Planning Department.

Sincerely,

Howard Marlin, Chairman

Cc: Mayor
Administrator
City Attorney
Purchasing Dept.
City Clerk



recycled paper

CITY OF LONG BRANCH
Request for Proposals
For Professional Service Contract

The City of Long Branch is soliciting proposals for professional planning services relative to update of the Long Branch Master Plan, Plan Endorsement Petition to State Planning Commission for Preservation of Regional Center Designation and to obtain Urban Center Designation.

RFP# T-001-07

Date of Receipt of Proposals: Tuesday, October 9th, 2007, at 2 pm prevailing time

Proposal for: Planning Services relative to Update of Master Plan and Plan Endorsement Petition to State Planning Commission

Sealed proposals must be mailed or delivered to the Office of the City Clerk, Second Floor, 344 Broadway, Long Branch, NJ 07740, prior to the date and time listed above.

This contract will be secured by traditional method of contracting and awarded based upon price and other factors. Therefore, firms submitting a proposal must be able to execute the Pay to Play Chapter 19 affidavit relative to prohibition of political contributions, and Chapter 271 Political Contribution Disclosure form. Specific information regarding Pay to Play regulations is included in this solicitation package.

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

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

Any questions relative to the technical aspects of this RFP that may arise during the pre-submission process should be addressed to Carl Turner at 732-571-5643, fax 732-222-7755. Any questions regarding the RFP process should be addressed to Carol Mellaci at 732-571-5656, or cmellaci@ci.long-branch.nj.us.

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

- Experience and reputation of the firm in the field of municipal planning services.
- Qualifications of the individuals who will perform the required services, and their respective participation.
- Experience of the individuals as it relates to the particular expertise required to perform the contract.
- Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter.
- Experience with or specific knowledge of the City of Long Branch as it pertains to this contract, familiarity and professional understanding of Long Branch Zoning Ordinances, the existing Long Branch Master Plan, and the City of Long Branch Oceanfront Redevelopment Plan and processes.
- Working knowledge of State Master Plan and Redevelopment statutes and processes.
- References
- Cost consideration, including, but not limited to proposed fees for the project, including schedule of hourly rates, and, a comparison of fees paid by public entities of similar size and make-up for comparable level of services.

Request for Proposals for Planning Services

The City of Long Branch is requesting proposals from firms to provide planning services necessary to update and revise its Master Plan, to aid in securing Plan Endorsement by the State Planning Commission to preserve its Regional Center Designation, and to obtain Urban Center Designation. The City's Regional Center Designation is due to expire on January 7, 2008. The City is in the process of applying for an extension. The firm chosen for this contract must be able to allocate any necessary staff and assets to insure that work on the Master Plan and Plan Endorsement is completed within time parameters that may be required by the State.

Proposals must include all of the following:

1. Name, address, phone and fax number of firm, (if multiple office sites, list all, and indicate corporate office).
2. Biography or history of the firm.
3. List of principals and/or partners

4. List of personnel that would be assigned to Long Branch matters, including a summary of their educations, licenses, qualifications, expertise and experience as it relates to the specific services the City requires under this contract. Indicate the approximate percentage of work that would be assigned to each individual. Senior personnel assigned to Long Branch must be have a demonstrated knowledge of and familiarity with New Jersey State Master Plan, and with any and all regulations relating to redevelopment in New Jersey.
5. List of References from at least 2 municipalities for which firm has provided similar services for master plan development and/or revision, including name, address, phone and contact information, and project description.
6. Provide prior experience, if any, the firm may have providing services to the City of Long Branch, and in what capacity. If applicable, detail familiarity with the Long Branch Zoning Ordinances, Long Branch Redevelopment Plan, and/or existing Long Branch Master Plan.
7. Provide a proposal for a not to exceed fee for the scope of services defined in this RFP. The City expects that billing will be provided by the firm monthly on a time and material basis. Additionally, provide a fee schedule by title for all firm members and employees. Indicate which fees would apply for principals and employees assigned to this contract. Also, provide a schedule of any and all other fees routinely charged by the firm for during the course of providing services on behalf of the City. The proposal requirements are further defines on Page 11 of this document.
8. Copy of current Professional Liability Certificate of Insurance.

One original and six photocopies (one unbound) of the submission package must be submitted to the City for consideration.

Additional Pay to Play Requirements

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

CITY OF LONG BRANCH SCOPE OF WORK

MASTER PLAN PREPARATION

Approach

The following sections will outline the technical approach to the Master Plan development process and detail the work products to be prepared by the firm chosen for this project. The proposal cost shall be based upon the following elements, which are prepared for a Municipal Master Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-28) and are likely to be required by the New Jersey State Office of Smart Growth and the participating State agencies for Plan Endorsement.

Statement of goals, objectives and principles (Mandatory – Same as Vision Statement for Plan Endorsement Petition)

Land Use Plan Element (Mandatory)

Community Facilities Element (Plan Endorsement--Balancing build-out with educational five-year facilities plan and other community facilities, such as police, fire, public works, etc.)

Open Space and Recreation Plan Element (Natural Resource Inventory will be required for Plan Endorsement as part of Master Plan as a minimum).

Historic Preservation Plan Element (Plan Endorsement)

Mandatory Policy Statement-Comparison to other Plans (Indicating Relationship of Plan to other State, County Planning Efforts)

Existing Conditions Mapping and Technical Background Report (New Existing Land Use Map & Demographic Profile with Build-out Analysis – Plan Endorsement Petition)

Circulation Plan Element (Plan Endorsement – NJDOT will require a Circulation Element that addresses the incorporation of the Highway access Management Code for Route 36 into the Long Branch Land Development Ordinance, as well as a plan for transit, para-transit, pedestrian and bicycle (multi-model) transportation).

Utilities Plan Element (Plan Endorsement – NJDEP will likely require either a Wastewater Management Plan or analysis of wastewater capacity and condition, as well as an analysis of the City's stormwater management system).

Recycling Plan Element – (Required by Monmouth County)

Economic Development Plan Element (Likely requirement for Plan Endorsement Petition and is desirable for the City).

Housing Element and Fair Share Plan – (Was not required for Initial Plan Endorsement, but will likely be required under new Plan Endorsement rules.)

The Planning process will be spearheaded by a City Master Plan Advisory Committee (MPAC) that will guide the plan and provide coordination with City boards, departments, and constituents. The Composition of this advisory committee is discussed further on Page 10 of this document.

MASTER PLAN ELEMENTS

Statement of goals, objectives and principles (Vision Statement)

Pursuant to the requirements of the Municipal Land Use Law, the City's statement of master plan goals, objectives, principles, and policies is a mandatory element of the City's Master Plan. This Vision Statement will serve as the backbone of the element of the master plan and will be evaluated at the inception of the Planning Board's Master Planning Process. Drawing upon a re-evaluation of the goals and objectives stated in the 1988 Master Plan as well as most recent Re-examination Report, a set of goals and objectives must be developed for each master plan element to be prepared. The Vision Statement will be incorporated into the City's Petition of Plan Endorsement.

Existing Conditions Mapping (Community Profile) & Build-out Analysis

Preparation of the land use plan element will require the preparation of a comprehensive existing conditions report to include various maps and text that describes the natural environmental characteristics of the City, especially an updated existing land use inventory and map. The firm will compile information on environmental conditions, including topography, soil conditions, floodplain, and site contamination. The firm will utilize existing data as available from the City, County, MPAC, and other sources, i.e. NJDEP Brownfields and Known Contaminated Sites inventory, topographic mapping (USGS), and FEMA flood maps.

In preparing an existing land use map, the proposed fee should assume availability of a current GIS parcel base map and integration of the parcel map with a current MOD IV database to be supplied by the City Tax Assessor's Office. (If, during the course of preparing the existing land use inventory, the firm is unsuccessful at achieving substantial integration between the GIS parcel data and the Mod IV date, the City must be notified in writing, and a separate cost estimate provided for outside scope work required to prepare an accurate land use inventory.)

In addition, the census data assembled and presented in the Housing Element of the 1988 Master Plan must be updated, as appropriate, and incorporated into this comprehensive Master Plan report. All of the existing conditions, mapping, and demographic information must be presented as a community background report.

Once the existing land use and demographic profile is compiled, a Build-out Analysis must be conducted that projects the development of remaining vacant developable property under existing zoning, including adopted redevelopment plans, to project the City's future demographic profile after it is fully developed and redeveloped. This future community profile will be the basis for measuring the other elements of the Master Plan and decisions regarding desired changes in the Land Use Plan and zoning where the future community profile needs to be altered to prevent consequences of growth that are undesirable to the City.

Land Use Plan & Community Design Element

As a mandatory master plan element, the firm must prepare a Land Use Plan element that will analyze land use issues identified in the 1988 Master Plan and the last Master Plan Re-examination Report, and as otherwise identified by the City and the MPAC. A Land Use Plan Map must be prepared that will assign appropriate land use designations to achieve the master plan's stated vision and objectives. Pursuant to the MLUL, this is a mandatory element.

The Land Use Plan & Community Design Element must also include recommendations for each major land use category, as well as any proposed land use changes. The firm must compare existing zoning to the current land uses to identify any non-conformities. A Land Use Map must show recommended changes in the use, intensity of development, and zoning. The map will be a product of discussion with the MPAC, and will be one of the final work products consolidating information obtained and plan objectives. This map will reflect potential zoning changes, and identify redevelopment areas.

The firm must also identify recent changes in the Municipal Land Use Law that need to be addressed in zoning ordinance amendments. The firm must review available information on Zoning Board actions during recent years, including any Zoning Board Annual Reports that may indicate the need for ordinance changes. The current Zoning Map must be reviewed and future land use changes must be recommended on a proposed Land Use Plan Map. The firm must also evaluate and make recommendation on bulk standards for residential and non-residential zoning districts.

Additionally, the Land Use Plan & Community Design must summarize the various design guidelines prepared by Thompson Design Group as part of the waterfront redevelopment, as well as design recommendation made in plans for other areas of the city, and incorporate them into a single Community Design Plan as part of the Land Use Plan & Community Design Element.

Community Facilities Plan Element

A Community Facilities Plan element must be prepared illustrating the existing and proposed location and type of municipal and county cultural facilities, libraries, firehouses, police station, and other municipal facilities. The five-year facilities plan must be obtained from the Board of Education to analyze enrollment projections and correlate them with the Build-out Analysis in the Community Profile and recommend adjustments. Opportunities to provide additional or enhanced community facilities must be identified in the plan.

Open Space, Conservation and Recreation Plan Element

An Open Space and Recreation Plan element must be prepared to identify existing municipally controlled recreation facilities and where opportunities exist to enhance those facilities or to create new facilities. An Environmental (Natural) Resources Inventory (required by NJDEP as part of a Plan Endorsement Petition) must be prepared or updated to serve as the basis for recommendations on conservation and open space. An Open Space and Recreation Plan Map must be prepared to show the location of existing and planned recreational facilities and open space/conservation areas as set forth in the text of the master plan. This element must also outline potential strategies for implementing the recommendations of this element and include a discussion of sustainable development techniques, including the use of LEED (Leadership in Energy and Environmental Design) and renewable energy sources.

Historic Preservation Plan Element

A Historic Preservation Plan element must be prepared, which will be based upon information as provided by the City, or its Historical Association, regarding the location and significance of historic properties and/or districts in the city. If necessary, the firm may obtain and rely upon information from the Monmouth County Planning Board. If appropriate, uniform standards may be crafted for use in assessing the worthiness for historic site or district identification. This element would provide recommendations on how to best preserve historically and architecturally significant structures.

Comparison to Other Plans (Mandatory)

A statement indicating the relationship between the Long Branch Master Plan and the master plan of contiguous municipalities, Monmouth County and the State Development and Redevelopment Plan. This is a mandatory master plan element.

Circulation Plan Element (Optional, but will be required by NJDOT for Plan Endorsement)

A Circulation Plan element must be prepared to analyze those issues identified by the City. This element will include a summary of existing conditions (including an analysis of any existing accident data provided by the City), goals and objectives for the

transportation system, an updated inventory of functional street classifications, and identification of existing transportation improvement projects planned or programmed within or abutting the City by state, county or local agencies. A pedestrian, bicycle, truck and public transit route map must be developed (NJDOT will require the Circulation Element to address multi-modal transportation as part of the Plan Endorsement). The Circulation Plan will also identify where improvement is needed to enhance circulation in the city. The Circulation Element will also need to address the New Jersey Highway Access Management Code for State roads and highways running through the City, such as Route 36. As part of Plan Endorsement the NJDOT can be expected to require the City to make its Land Development Ordinance consistent with the Highway Access Management Code.

Utility Service Plan Element (Optional, but likely to be required for Plan Endorsement)

A Utility Service Plan element must be prepared that analyzes the location and current capacity of wastewater facilities, potable water supply and drainage and flood control systems and their relationship to future development and redevelopment in the City. If a Stormwater Management Plan was previously adopted by the Planning board pursuant to NJDEP directives, it will be incorporated as an integral component of this element as required by the MLUL, although the NJDEP may require more detail and analysis before it signs off on Plan Endorsement. It is possible that the NJDEP will require the City to prepare its own Wastewater Management Plan, as it has done with other towns seeking Plan Endorsement, depending on the status of the 208 Water Quality Management Plan and the agency of jurisdiction (Monmouth County or Utilities Authority). If required, such a WMP would be prepared by the firm under a separate proposal and scope of services.

Recycling Plan Element

A Recycling Plan element must be prepared to discuss how the City meets or plans to meet the Monmouth County Solid Waste Management Plan goals for the collection, disposition and recycling of recyclable materials.

Economic Plan Element (Optional, but likely to be required for Plan Endorsement)

An Economic Plan element must be prepared that will discuss the existing economic conditions of the City and the steps that should take place to bring about a sustained economic vitality. The City's Urban Enterprise Zone Program must be reviewed, as well as other initiatives such as Business Improvement Districts, Rehabilitation and/or Redevelopment Areas and Plans. As part of this element, an Economic Development Plan Map will graphically depict existing and proposed economic development initiatives, including redevelopment or rehabilitation areas and the boundaries of the Long Branch UEZ and any BID/SIDs. More recent financial tools such as the use of Revenue Allocation Districts (RADs) or Redevelopment Area Bond Financing (RABs) for the capital improvements within designated redevelopment areas will also be

explored, as well as the use of property tax incentives for redevelopment and rehabilitation projects within the UEZ and redevelopment/rehabilitation areas.

Housing Element & Fair Share Plan

This element was not required for Initial Plan Endorsement, but will likely be required under new Plan Endorsement rules, which will combine Initial and Advanced Plan Endorsement into one process. New COAH Third Round Rules are not expected until February 2008, but Petition will likely need to address recalculated Second Round obligation, if any, as well as an estimated Growth Share for the Third Round and ordinances necessary for adoption as part of the Fair Share Plan.

The firm should include in its proposal the cost of preparation of the Housing Element and Fair Share Plan to reflect any new COAH rules and regulations when they are finalized by the State.

MEETING COMPONENT

As a part of the scope of services under this contract, the firm will include in calculation of its fee the following meetings, all of which are necessary to the Master Plan Revision process.

Kick-Off Meeting

The firm must attend one Kick-off Meeting with key staff members to present and discuss the scope of services for the Master Plan, and review the project and meeting schedules.

A tentative agenda for the Kick-off Meeting is as follows:

- Review the scope of Master Plan process
- Review the work schedule and time line for the project
- Review information requests/identify contacts
- Discuss composition of the MPAC
- Begin the identification of the planning issues and goals of the Plan
- Begin discussion of City planning goals
- Obtain existing plans, maps, and other documents relevant to the project

Master Plan Advisory Committee (MPAC)

A part of the Master Plan Revision will include the creation of a Master Plan Advisory Committee (MPAC) to guide the master plan process and to review draft work products. The MPAC will be established and coordinated by the City, including representation from the Planning Board, Zoning Board, City Council and appropriate City personnel. The MPAC will be limited to a size of no more than ten members.

Informational Interviews

In addition to the MPAC meetings, the firm will conduct in-person and/or over the phone interviews with stakeholders identified by the City throughout the Master Plan process, but mainly during the data collection phase. The purpose of these interviews is to identify specific areas of concern as they relate to the Master Plan, and the needs of the various City departments. At the Kick-off Meeting, a list of the appropriate City personnel will be provided to the firm by the City.

Community Meetings

It is anticipated that public input will be significant component of the comprehensive Master Plan revision. After identification of key City issues during MPAC meetings, the firm will conduct community meetings. The purpose of community meetings is to solicit input from City residents on planning issues. The meetings will include an informational slide presentation, presented by the consultant team, and, if deemed desirable, a survey may be distributed to obtain community input. The firm will engage attendees, including business community members, in a discussion of strengths and weaknesses, and issues that should be addressed in the Master Plan.

Planning Board Meeting

The following summarizes the Planning Board meetings envisioned in this project:

- Planning Board Meeting #1: The Draft Master Plan will be presented to the Planning Board and public for additional input and feedback.
- Planning Board Meeting #2: The Final Master Plan will be presented to the Planning Board for ultimate adoption.

City Council Meeting

Attendance at a City Council Meeting for introduction and acceptance by City Council of the Master Plan Documents.

Summary of Meetings

For all meetings, the City will be responsible for the administration of the public participation program in general. That includes scheduling dates, times, locations of meetings, contacting committee members, preparing minutes, preparing notices and distributing material.

In summary, it is anticipated that the following meetings will be part of the Master Plan process:

- Kick-Off Meeting - to be held within one month after contract signed, with key staff members to present and discuss the scope of services for the Master Plan, and review the project and meeting schedules.
- MPAC Meetings - A series four (4) of Master Plan Advisory Committee Meetings.
- Community Meetings – A series of two (2) meetings to solicit input from City residents and the business community.
- Planning Board Meetings – A series of two (2) meetings to present Master Plan findings and recommendations as well as allow for additional public input and participation.
- City Council Meeting - Presentation of the Master Plan Documents for introduction and acceptance by the City Council.

COST PROPOSAL

The firm must submit a proposal for a not to exceed fee for the scope of services defined in this RFP document. The proposal shall be accompanied by a fee schedule for all personnel, by title, and shall identify those members of the staff to be assigned to this project by title and name.

Additionally, to correspond with the not to exceed proposal figure, the firm must submit a spreadsheet with the work breakdown schedule detailing the estimated project cost for each component of the project. The breakdown shall be calculated by the estimated number of hours of participation by each title of staff member involved in that component of the project. The firm must also provide a not to exceed figure for any out of pocket expenses, including reproduction costs.

To summarize, the components of this project are:

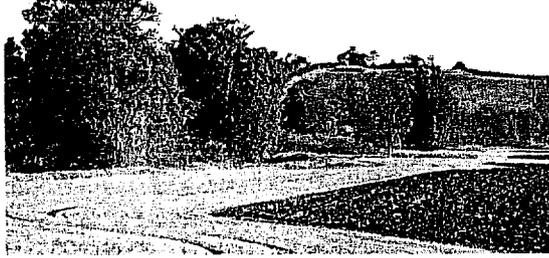
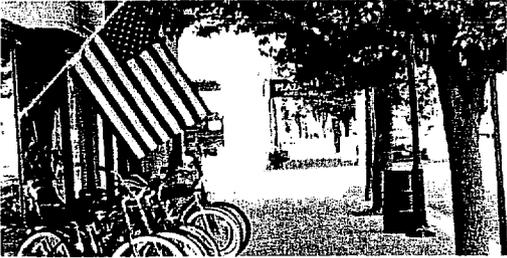
- Statement of goals, objectives and principles
- Land Use Plan Element
- Community Facilities element
- Open Space and Recreation Plan Element
- Historic Preservation Plan Element
- Mandatory Policy Statement-Relationship to Other Plans
- Existing Conditions Mapping and Technical Background Report
- Circulation Plan Element
- Utilities Plan Element
- Recycling Plan element

- Economic Development Plan Element
- Housing Element & Fair Share Plan
- Meetings

LONG BRANCH MASTER PLAN

Statement of Qualifications & Proposal

Prepared for
City of Long Branch
RFP# T-001-07
October 9, 2007



Working Together for a Better Tomorrow



October 2, 2007

Mr. Jeffrey Nadell
Assistant to the Mayor
Office of the City Clerk
City of Long Branch
Second Floor
344 Broadway
Long Branch, New Jersey 07740

RE: **Proposal for Professional Planning Services**
 RFP# T-001-07
 Long Branch Master Plan
 Our Project Number: 070472600

Dear Jeff:

We are pleased to submit this revised Proposal under our new corporate name, CMX, for your consideration regarding the two tasks facing the City: 1) the need to update the Long Branch Master Plan; and 2) the pending expiration of the City's Regional Center designation in the New Jersey State Development and Redevelopment Plan on January 7, 2008 unless secured through the adoption of a Plan Endorsement Petition by the State Planning Commission.

Since I submitted our original Proposal, dated June 8, 2007, there have been some developments regarding the issue of expiring Center designations. The Office of Smart Growth has proposed a rule change which would extend current Center designations to 2011 if a municipality receives a "certificate of eligibility" by Jan 2009. In order to obtain the certificate of eligibility, the municipality would have needed to reach the "Memorandum of Agreement" phase of Plan Endorsement, pursuant to the proposed revised Rules for Plan Endorsement. To reach the MOA, the municipality would have had to have had its Pre-Petition Meeting, completed and submitted the "Self Assessment", formed an Advisory Committee, coordinated with the OSG on the capacity analysis, conducted its "visioning" workshops and agreed with OSG on an Action Plan (see attached edited version of Plan Endorsement Guidelines under the proposed new rules). The Action Plan would be followed to obtain Plan Endorsement. Once Plan Endorsement is granted the Center designation would remain in effect for an additional ten years.

Based on all of the developments that have occurred since our original Proposal was submitted, the new Plan Endorsement process will not require that the Long Branch Master Plan be updated before the Plan Endorsement Petition is submitted and both processes could move forward together (logically with the mandatory Master Plan Elements going first). However, our estimate of Master Plan Elements likely to be required by the State to eventually achieve Plan Endorsement remains unchanged.

I have identified the Elements that would be mandatory per the MLUL in a new Master Plan, as well as the Elements that I believe will be required by the OSG and the reviewing agencies to achieve Plan Endorsement. The attached Work Breakdown Schedule (WBS) continues to estimate hours using the previous Schoor DePalma mid-year billing rates and summarizes the costs for each Element to assist you in making your funding decisions and prioritizing the sequence of developing and adopting the Master Plan in

11:37:00 AM

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phases, if necessary. I would still recommend a meeting with OSG as soon as possible to see if this Proposal can be evaluated by them and translated into a *Preliminary* Action Plan. We can then make adjustments to the Scope and costs accordingly.

Based upon the above, our revised scope of services to develop a new Master Plan for the City of Long Branch is as follows:

1.0 MASTER PLAN PREPARATION

Our Approach

The following sections outline CMX's technical approach to the Master Plan development process and detail the work products to be prepared. CMX has provided costs for the following elements which are prepared for a community Master Plan in accordance with the MLUL (N.J.S.A. 40:55D-28) and which are most likely to be required by OSG and the participating State agencies for Plan Endorsement:

1. **Statement of goals, objectives and principles** (Mandatory - Same as **Vision Statement** for Plan Endorsement Petition)
2. **Land Use Plan Element** (Mandatory)
3. **Community Facilities Element** (Plan Endorsement - Balancing buildout with educational five-year facilities plan and other community facilities, such as police, fire, public works, etc.)
4. **Open Space and Recreation Plan Element** (Natural Resource Inventory will be required for Plan Endorsement as part of Master Plan as a minimum)
5. **Historic Preservation Plan Element** (Plan Endorsement - Broadway Corridor, Elberon)
6. **Mandatory Policy Statement indicating Relationship of Plan to other State, County Planning efforts**
7. **Existing Conditions Mapping and Technical Background Report** (New Existing Land Use Map & Demographic Profile w. Buildout Analysis - Plan Endorsement Petition)
8. **Circulation Plan Element** (Plan Endorsement - NJDOT will require a Circulation Element that addresses the incorporation of the Highway Access Management Code for Route 36 into the Long Branch Land Development Ordinance, as well as a plan for transit, Para transit, pedestrian and bicycle (multi-modal) transportation)
9. **Utilities Plan Element** (Plan Endorsement - NJDEP will likely require either a Wastewater Management Plan or analysis of wastewater capacity and condition as well as an analysis of the City's stormwater management system)

10. **Recycling Plan Element** (Required by Monmouth County)
11. **Economic Development Plan Element** (Likely requirement for Plan Endorsement Petition & desirable for City)
12. **Housing Element & Fair Share Plan** (Was not required for Initial Plan Endorsement but will likely be required under new Plan Endorsement rules, which will combine Initial and Advanced Plan Endorsement into one process. New COAH Third Round Rules are not expected until February 2008, but Petition will likely need to address recalculated Second Round obligation, if any, as well as an estimated Growth Share for the Third Round and ordinances necessary for adoption as part of the Fair Share Plan).

We suggest that the planning process be spearheaded by a Master Plan Advisory Committee (MPAC) which would guide the plan and provide coordination with City boards, departments, and constituents. The composition of this advisory committee should mirror the Plan Endorsement Guidelines as discussed further in the proposal.

MASTER PLAN ELEMENTS

Statement of goals, objectives and principles (Vision Statement)

Pursuant to the requirements of the Municipal Land Use Law (MLUL), the City's statement of master plan goals, objectives, principles, and policies is a mandatory element of the City's Master Plan. This Vision Statement will serve as the backbone of this element of the master plan and will be evaluated at the inception of the Planning Board's master planning process. Drawing upon a reevaluation of the goals and objectives stated in the 1988 Master Plan as well as the most recent Reexamination Report, a set of goals and objectives will be developed for each of the master plan elements to be prepared. The Vision Statement will be incorporated into the City's Petition for Plan Endorsement.

Existing Conditions Mapping (Community Profile) & Buildout Analysis

Preparation of the land use plan element will require the preparation of a comprehensive existing conditions report to include various maps and text that describe the natural and environmental characteristics of the City, especially an updated existing land use inventory and map. We will compile information on environmental conditions, including topography, soil conditions, floodplain, and site contamination. We will utilize existing data as available from the City, the County, the MPAC and other sources, i.e., NJDEP Brownfields and Known Contaminated Sites inventory, topographic mapping (USGS), and FEMA flood maps.

In preparing an existing land use map, the proposed upset fee assumes availability of a current GIS parcel base map and integration of the parcel map with a current MOD IV database to be supplied

by the local assessor's office. If during the course of preparing the existing land use inventory we are unsuccessful at achieving substantial integration between the GIS parcel data and the MOD IV data we would notify the City of a need to prepare a separate cost estimate (outside of the upset budget proposed herein) in order to prepare an accurate land use inventory.

In addition, the census data assembled and presented in the Housing Element of the 1988 Master Plan will be updated, as appropriate, and incorporated into this comprehensive Master Plan report. All of the existing conditions mapping and demographic information will be presented as a community background report.

Once the existing land use and demographic profile is compiled, a Buildout Analysis will be conducted that projects the development of remaining vacant developable property under existing zoning, including adopted redevelopment plans, to project the City's future demographic profile after it is fully developed and redeveloped. This future community profile will be the basis for measuring the other Elements of the Master Plan and decisions regarding desired changes in the Land Use Plan and zoning where the future community profile needs to be altered to prevent consequences of growth that are undesirable to the City.

Land Use Plan & Community Design Element

As a mandatory master plan element, we will prepare a land use plan element that will analyze land use issues identified in the 1988 Master Plan and the last Master Plan Reexamination Report and as otherwise identified by the City and the MPAC. A Land Use Plan Map will be prepared that will assign appropriate land use designations to achieve the master plan's stated vision and objectives. Pursuant to the MLUL, this is a mandatory element.

The Land Use Plan & Community Design Element will also include recommendations for each major land use category, as well as any proposed land use changes. CMX will compare the existing zoning to the current land uses to identify any non-conformities. A Land Use Map will show recommended changes in the use, intensity of development, and zoning. This map will be a product of discussion with the MPAC, and will be one of the final work products consolidating information obtained and plan objectives. This map will reflect potential zoning changes, and identified redevelopment areas.

We will also identify recent changes in the Municipal Land Use Law (MLUL) that need to be addressed in zoning ordinance amendments. If available, we will review Zoning Board actions during recent years, including any Zoning Board Annual Reports that may indicate the need for ordinance changes. The current Zoning Map will be reviewed and future land use changes will be recommended on a proposed Land Use Plan Map. We will also evaluate and make recommendations on bulk standards for residential and nonresidential zoning districts.

Additionally, the Land Use Plan & Community Design Element will include a section on redevelopment and rehabilitation that summarizes all of the redevelopment efforts undertaken by the City since the 1988 Master Plan and most recent Reexamination Report and provide a set of recommendations for potential future redevelopment or rehabilitation initiatives.

Finally, a section on Community Design will summarize the various design guides prepared by the Thompson Design Group as part of the waterfront redevelopment as well as design recommendations made in plans for other areas of the City and incorporate them into a single Community Design Plan as part of the Land Use Plan & Community Design Element.

Community Facilities Plan Element

A community facilities plan element illustrating the existing and proposed location and type of municipal and county cultural facilities, libraries, firehouses, police station, and other municipal facilities. The five-year facilities plan will be obtained from the Long Branch Board of Education to analyze enrollment projections and correlate them with the Buildout Analysis in the Community Profile and recommend adjustments. Opportunities to provide additional or enhanced community facilities will be identified in the plan.

Open Space, Conservation and Recreation Plan Element

An open space and recreation plan element will be prepared to identify existing municipally controlled recreation facilities and where opportunities exist to enhance those facilities or to create new facilities. An Environmental (Natural) Resources Inventory (required by NJDEP as part of a Plan Endorsement Petition) will be prepared or updated to serve as the basis for recommendations on conservation and open space. An Open Space and Recreation Plan Map will be prepared to show the location of existing and planned recreational facilities and open space/conservation areas as set forth in the text of the master plan. This element will also outline potential strategies for implementing the recommendations of this element and include a discussion of sustainable development techniques, including the use of LEED (Leadership in Energy and Environmental Design) and renewable energy sources.

Historic Preservation Plan Element

A historic preservation plan element will be prepared, which will be based upon information as provided by the City or its Historic Preservation Commission (HPC), if any, regarding the location and significance of historic properties in the City. If such an inventory does not exist, CMX will obtain and rely upon the available survey information from the Monmouth County Planning Board. If appropriate, uniform standards may be crafted for use in assessing the worthiness for historic site or district identification. This element would provide recommendations on how to best preserve historically and architecturally significant structures.

Comparison to Other Plans (Mandatory)

A statement indicating the relationship between the Long Branch Master Plan and the master plans of contiguous municipalities, Monmouth County and the State Development and Redevelopment Plan. This is a mandatory master plan element.

Circulation Plan Element (Optional, but will be required by NJDOT for Plan Endorsement)

A circulation plan element will be prepared to analyze those issues identified by the City. This element will include a summary of existing conditions (including an analysis of any existing accident data provided by the City), goals and objectives for the transportation system, an updated inventory of functional street classifications, and identification of existing transportation improvement projects planned or programmed within or abutting the City by state, county and local agencies. A pedestrian, bicycle, truck and public transit route map will be developed (NJDOT will require the Circulation Element to address multi-modal transportation as part of Plan Endorsement). The circulation plan will also identify where improvement is needed to enhance circulation in the City. The Circulation Element will also need to address the New Jersey Highway Access Management Code for State roads and highways running through the City, such as Route 36. As part of Plan Endorsement the NJDOT can be expected to require the City to make its Land Development Ordinance consistent with the Highway Access Management Code.

Utility Service Plan Element (Optional, but likely to be required for Plan Endorsement)

A utility service plan element will be prepared that analyzes the location and current capacity of wastewater facilities, potable water supply and drainage and flood control systems and their relationship to future development and redevelopment in the City. If a Stormwater Management Plan was previously adopted by the Planning Board pursuant to NJDEP directives, it will be incorporated as an integral component of this element as required by the MLUL, although the NJDEP may require more detail and analysis before it signs off on Plan Endorsement. It is possible that the NJDEP will require the City to prepare its own Wastewater Management Plan, as it has done with other towns seeking Plan Endorsement, depending on the status of the 208 Water Quality Management Plan and the agency of jurisdiction (Monmouth County or Utilities Authority). Such a WMP can be prepared by CMX under a separate proposal and scope of services.

Recycling Plan Element

A recycling plan element to discuss how the City meets or plans to meet the Monmouth County Solid Waste Management Plan goals for the collection, disposition and recycling of recyclable materials.

Economic Plan Element (Optional)

An economic plan element that will discuss the existing economic conditions of the City and the steps that should take place to bring about a sustained economic vitality. The City's Urban Enterprise Zone Program will be reviewed, as well as other initiatives such as Business Improvement Districts, Rehabilitation and/or Redevelopment Areas and Plans. As part of this element, an Economic Development Plan Map will graphically depict existing and proposed economic development initiatives, including redevelopment or rehabilitation areas and the boundaries of the Long Branch UEZ and any BID/SIDs. More recent financial tools such as the use of Revenue Allocation Districts (RADs) or Redevelopment Area Bond Financing (RABs) for capital improvements within designated redevelopment areas will also be explored, as well as the use of

property tax incentives for redevelopment and rehabilitation projects within the UEZ and redevelopment/rehabilitation areas.

Meetings

Kick-off meeting

CMX will attend one Kick-off Meeting with Key Staff members to present and discuss the scope of services for the Master Plan, and review the project and meeting schedule.

- A tentative agenda for the kick-off meeting is as follows:
- Review the scope of Master Plan process
- Review work schedule
- Review information requests/identify contacts
- Discuss composition of the MPAC
- Begin the identification of planning issues and goals of the Plan
- Begin discussion of City planning goals
- Obtain existing plans, maps, and other documents relevant to the project

Master Plan Advisory Committee (MPAC)

We recommend the creation of a Master Plan Advisory Committee (MPAC) to guide the master plan process and to review draft work products. We suggest that the MPAC be coordinated and established by the City including representation from the Planning Board, Zoning Board, City Council and appropriate City personnel. In addition, the Plan Endorsement Guidelines require at least two citizen members that are not appointed to any Board or Commission, although a Chamber of Commerce member or neighborhood leader might be appropriate. Based on our experience in preparing comprehensive master plans we find that a MPAC should consist of a manageable size of no more than 7 people, while the Plan Endorsement Guidelines cap it at 10 people.

Informational Interviews

In addition to the MPAC meetings, CMX will conduct in-person and/or over-the-phone interviews with stakeholders identified by the City throughout the Master Plan process, but mainly during the data collection phase. The purpose of these interviews is to identify specific areas of concern as they relate to the Master Plan, and the needs of the various City departments. It is expected that a list of the appropriate City personnel will be provided to CMX at the Kick-off Meeting by the City.

Community Meetings

It is anticipated that public input will be a significant component of the comprehensive Master Plan revision. After we have identified key City issues during MPAC meetings, CMX will conduct community meetings. The purpose of community meetings is to solicit input from the City residents on planning issues. The meetings will include an informational slide presentation, presented by the consultant team, and a survey may be distributed to obtain community input. We will also engage

attendees, including the business community, in a discussion of strengths and weaknesses, and issues that should be addressed in the Master Plan.

Planning Board Meeting

The following summarizes the Planning Board meetings envisioned in this project:

- Planning Board #1: the Draft Master Plan will be presented to the Planning Board and public for additional input and feedback.
- Planning Board #2: the Final Master Plan will be presented to the Planning Board for ultimate adoption.

City Council Meeting

Per the requirement of the RFP, CMX will coordinate and facilitate a presentation to the City Council of the Master Plan Documents at one meeting of the Council.

Summary of Meetings

For all meetings, we propose that the City be responsible for the administration of the public participation program in general. That includes scheduling dates, times, locations of meetings, contacting committee members, preparing minutes, preparing notices and distributing material.

In summary, we anticipate the following meetings as part of the Master Plan process:

- Kick-Off Meeting, to be held within one month after contract signed, with the Key Staff members to present and discuss the scope of services for the Master Plan, and review the project and meetings schedule.
- A series of four (4) Master Plan Advisory Committee Meetings.
- A series of two (2) Community Meetings, to solicit input from City residents and the business community.
- Two Planning Board Meetings to present Master Plan findings and recommendations, as well as allow for additional public input and participation.
- One meeting of the City Council to present Master Plan.

COST PROPOSAL

In our experience preparing master plans, a significant portion of our costs are attributed to seeking community input through the facilitation of various master plan meetings.

Scope of Services Summary

1. Statement of goals, objectives and principles
2. Land Use Plan Element
3. Community Facilities Element

4. Open Space and Recreation Plan Element
5. Historic Preservation Plan Element
6. Mandatory Policy Statement indicating Relationship of Plan to other State, County Planning efforts
7. Existing Conditions Mapping and Technical Background Report
8. Circulation Plan Element
9. Utilities Plan Element
10. Recycling Plan Element
11. Economic Development Plan Element
12. Housing Element & Fair Share Plan

→ **Meeting Schedule:** One kick-off meeting, four (4) MPAC meetings, two (2) community meetings, two (2) Planning Board meetings and one (1) City Council Meeting

MANDATORY ELEMENTS	LIKELY ELEMENTS FOR PLAN ENDORSEMENT	Estimated \$ MANDATORY ELEMENTS	Estimated \$ ELEMENTS FOR PLAN ENDORSEMENT	Total Estimated Cost
Statement of Goals/Vision Statement		\$5752	\$3676	\$9428.00
Land Use Plan Element		\$25762	\$0	\$25762.00
Mandatory Policy Statement - Comparison to Other Plans		\$4017	\$0	\$4017.00
Existing Conditions Mapping & Technical Background Report		\$18846	\$0	\$18846.00
Recycling Element		\$2071	\$0	\$2071.00
Housing Element & Fair Share Plan		\$11316	\$0	\$11316.00
	Community Facilities Element	\$0	\$9762	\$9762.00
	Open Space & Recreation Plan Element	\$0	\$13000	\$13000.00
	Historic Preservation Element	\$0	\$7,571	\$7,571.00
	Circulation Plan Element	\$0	\$13,213	\$13,213.00
	Utilities Plan Element	\$0	\$7,742	\$7,742.00
	Economic Development Plan Element	\$0	\$11,699	\$11,699.00
MEETINGS		\$18,940	\$0	\$18,940.00
REPRODUCTION & REIMBURSABLES	\$6000			\$6000
TOTAL COST	\$6000.00	\$86,704.00	\$66,663.00	\$159,367.00

Again, the cost of the basic Master Plan, which would serve to update and replace the existing 1988 Master Plan, would be approximately \$87,000 and could be undertaken in 2008 while the City begins to move through the Plan Endorsement process and pursues obtaining the certificate of eligibility for Plan Endorsement by January of 2009 per the proposed Plan Endorsement Rules. It is noted that we included the Housing Element and Fair Share Plan in this portion because COAH is mandated by court order to promulgate new Third Round Rules by December 31, 2007. If those rules retain a Growth Share Formula, which is likely, Long Branch will have a Third Round obligation which will have to be addressed.

Subject to the response by OSG as Plan Endorsement progresses, the balance of the Master Plan Elements (approximately \$67,000), possibly adjusted pursuant to a MOA with the OSG, could be undertaken in 2010 so that the City can secure Plan Endorsement by 2011 when the Regional Center designation would otherwise expire.

Project Team, Experience in Long Branch and References

Project Team

CMX proposes to apply our entire Community and Regional Planning staff to this project, as we have for other larger planning projects in Stafford Township and the City of East Orange. I will serve as the Project Manager for the entire Master Plan-Plan Endorsement Scope of Services. David K. Maski, AICP/PP will act as Team Leader for Plan Endorsement while Jamie Sunyak, AICP/PP will act as Team Leader for the Master Plan. Dave and Jamie coordinated our efforts that led to a successful Plan Endorsement Petition for Stafford Township in May of this year. Amy Sarrinikolaou and Anne Ignatovicz will work on various Elements of the Master Plan under Jamie's direction. A detailed qualifications section is provided with this Proposal, including the individual resumes for all five members of our team.

Experience in Long Branch

CMX planners, especially David Roberts and Jamie Sunyak, are familiar with the planning issues in the City of Long Branch. Roberts and Sunyak have been working with Joseph May, PE on several redevelopment planning issues in CMX's capacity as the Special Engineering Consultant for redevelopment. David Maski was an Area Manager with the former N.J. Office of State Planning when Long Branch received its original Regional Center designation. His experience will be essential to the City's efforts to obtain an Urban Center designation on par with that of Asbury Park through the Plan Endorsement process.

References

References for three recent Master Plans completed by our team, two (East Orange and Stafford) which were led by Jamie Sunyak, and one (Rutherford) which was led by David Maski are provided below for your use per the RFP:

- Township of Stafford (Master Plan adopted June, 2007)

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Jeffrey Nadell, Assistant to the Mayor
October 2, 2007
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- Paul J. Shives, Township Administrator: (609) 597-1000 x8516
- Borough of Rutherford (Master Plan completed July, 2007):
 - Bernadette P McPherson, Mayor: (201) 460-3022
- City of East Orange (Master Plan adopted 2006):
 - Michele Delisfort, Manager, Comprehensive Planning: (973) 266-5119

We trust that this Proposal is responsive to RFP# T-001-07 and look forward to your review and the opportunity to meet with you to discuss the issues in greater detail.

Very truly yours,

CMX

David G. Roberts AICP/PP, CLA
Principal

c: Carl Turner, PP, City Planner
Richard Drewes, PE
William England, PE

Work Breakdown Schedule



D:\Documents\Long Branch\wbs-for-CMX Revised Long Branch-Master-Plan.xls\SD Work Breakdown Schedule

Task ID	Description	Department	Billable Unit	Rate	Hours	Cost	Task Total
1.00	Goals & Objectives (Vision)	COMMUNITY & REGIONAL PLANNING	T&M upset limit				\$9,428.00
1.01	Review Previous Master Plan & Reexam	COMMUNITY & REGIONAL PLANNING	T&M upset limit		4	6	\$1,628.00
1.02	New Goals & Objectives	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	16	\$2,240.00
1.03	Vision Statement	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	10	\$3,678.00
2.00	Land Use Plan/Com. Design Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		36	24	\$2,720.00
2.01	Preliminary Land Use Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		24	16	\$1,664.00
2.02	Final Land Use Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	8	\$1,088.00
2.03	Community Design Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		24	16	\$1,664.00
2.03	Land Use Plan Mapping	COMMUNITY & REGIONAL PLANNING	T&M upset limit		24	10	\$3,678.00
3.00	Community Facilities Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	10	\$3,678.00
3.01	Comm. Fac. Inventory	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	10	\$3,678.00
3.02	Prelim. Comm. Fac. Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	6	\$1,628.00
3.03	Final Comm. Fac. Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8	6	\$1,628.00
3.04	Comm. Fac. Map	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8	2	\$272.00
4.00	Recreation & Open Space Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12	8	\$1,088.00
4.01	Environ. Resources Inventory-Text	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12	4	\$544.00
4.02	Rec. / Open Space Inventory	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6	6	\$832.00
4.03	Preliminary Rec. Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12	6	\$832.00
4.04	Final Rec. Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	5	\$680.00
4.05	Recreation & Open Space Map	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	1	\$176.00
5.00	Historic Preservation Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6	4	\$544.00
5.01	Evaluate-historic Sites Inventory	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6	4	\$544.00
5.02	Prelim. Hist. Preserv. Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	8	\$1,088.00
5.03	Final Hist. Preserv. Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6	8	\$1,088.00
5.04	Historic Sites/Districts Map	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8		\$1,088.00
6.00	Circulation Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	20	\$2,720.00
6.01	Exist. Conditions Assessment	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	20	\$2,720.00
6.02	Prelim. Circulation Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12	20	\$2,720.00
6.03	Final Circulation Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	16	\$1,664.00
6.04	Circulation Plan Map	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8		\$1,088.00
7.00	Utility Plan Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6	6	\$832.00
7.01	Utilities Assessment	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12	8	\$1,088.00
7.02	Prelim. Utilities Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	8	\$1,088.00
7.03	Final Utilities Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6		\$832.00
7.04	Utilities Plan Map	COMMUNITY & REGIONAL PLANNING	T&M upset limit				\$2,074.00
8.00	Recycling Plan Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8	4	\$544.00
8.01	Prelim. Recycling Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit			4	\$544.00
8.02	Final Recycling Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit				\$1,589.00
9.00	Economic Plan Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		20	16	\$1,664.00
9.01	Exist. Conditions Assessment	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12	8	\$1,088.00
9.02	Prelim. Economic Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		10	8	\$1,088.00
9.03	Final Economic Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8	2	\$272.00
9.04	Economic Development Map	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8		\$1,088.00
10.00	Comparison to Other Plans	COMMUNITY & REGIONAL PLANNING	T&M upset limit		20	6	\$680.00
11.00	Housing Element & Fair Share Plan	COMMUNITY & REGIONAL PLANNING	T&M upset limit		24	4	\$544.00
11.01	Prior Round and Third Round Needs Analysis	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	4	\$544.00
11.02	Preparation of Updated Housing Element	COMMUNITY & REGIONAL PLANNING	T&M upset limit		24		\$3,000.00
11.03	Fair Share Plan Ordinances (Growth Share, etc)	COMMUNITY & REGIONAL PLANNING	T&M upset limit		8		\$1,088.00
11.04	Housing Plan Map	COMMUNITY & REGIONAL PLANNING	T&M upset limit				\$1,848.00
12.00	Community Profile	COMMUNITY & REGIONAL PLANNING	T&M upset limit		40	6	\$680.00
12.01	Existing Land Use inventory	COMMUNITY & REGIONAL PLANNING	T&M upset limit		40	24	\$2,224.00
12.02	Existing Land Use Mapping	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12		\$1,664.00
12.03	Natural Resource Mapping	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12	4	\$544.00
12.04	Community Profile Update & Buildout	COMMUNITY & REGIONAL PLANNING	T&M upset limit		12		\$1,664.00
13.00	Meetings	COMMUNITY & REGIONAL PLANNING	T&M upset limit			10	\$1,360.00
13.01	Kick-off Mtg. (1)	COMMUNITY & REGIONAL PLANNING	T&M upset limit		32	20	\$2,720.00
13.02	MPAC Meetings (4)	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	10	\$1,360.00
13.03	Community Meetings (2)	COMMUNITY & REGIONAL PLANNING	T&M upset limit		16	10	\$1,360.00
13.03	Planning Board (2)	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6	3	\$832.00
13.04	City Council (1)	COMMUNITY & REGIONAL PLANNING	T&M upset limit		6		\$832.00
	Reproduction Costs	COMMUNITY & REGIONAL PLANNING	T&M upset	5,000			\$5,000.00
						\$38,556.00	\$56,500.00
						\$46,670.00	\$12,441.00

Total Hours	1,247
Total Dollars	\$159,367.00
Billing Rate	Long Branch (mid year app)

Draft 9/24/07
Revision to "Period of Endorsement"

5:85-[7.11] 7.17 Period of endorsement

- a) Except as provided under N.J.A.C. 5:85-[7.13] 7.17, [~~initial or advanced~~] endorsement of any plan shall be valid for 10 years.
- b) ~~[(e)]~~ The State Planning Commission recognizes certified Comprehensive Management Plan Regional Growth Areas, Towns, and Villages as long as the municipality within which the Pinelands Growth Area, Town or Village is located remains certified by the Pinelands Commission.
- c) ~~[(b)]~~ Except as provided under N.J.A.C. 5:85-[7.13] 7.18, State Planning Commission approvals of endorsed urban complex strategic revitalization plans and corridor plans, including any centers, cores or nodes designated therein, approved prior to January 7, 2002 shall remain endorsed for a period of 10 years from January 7, 2002. [~~Except as approved in an endorsed plan, designated centers, cores and nodes approved prior to January 7, 2002 shall remain endorsed for a period of six years from January 7, 2002.~~]

~~[(e)] The State Planning Commission automatically endorses those portions of municipalities in the Pinelands area certified by the Pinelands Commission as conforming to the Pinelands Comprehensive Management Plan as long as the Pinelands Commission, certification for that municipality remains in effect.~~

- d) Except as approved in an endorsed plan, designated centers, cores and nodes approved prior to January 7, 2002 shall remain endorsed for a period of six years from January 7, 2002.
- e) ~~[(d)]~~ Except as provided under N.J.A.C. 5:85-[7.13] 7.18, centers designated after January 7, 2002 and prior to July 1, 2004, other than centers designated in an endorsed plan, shall be designated for a period of six years from the date of designation by the State Planning Commission [~~or until three years after the next Final State Development and Redevelopment Plan adopted by the State Planning Commission after the effective date of these rules, whichever comes first~~].
- f) Petitioners with centers that expire pursuant to (d) and (e) above may temporarily reestablish expired centers for a limited term and in limited circumstances as follows:

1. Petitioners who receive a Certificate of Eligibility from the Office of Smart Growth in accordance with subchapter 7 of these rules by January 7, 2009 or the date of expiration of the designated center, whichever comes later, may temporarily reestablish the expired center until January 7, 2011 or until endorsement by the State Planning Commission, whichever comes first.

Draft 9/24/07
Revision to "Period of Endorsement"

2. An expired center shall be temporarily reestablished immediately upon transmittal of the Certificate of Eligibility by the Executive Director to the petitioner.
3. The boundaries of a temporarily reestablished designated center shall be set forth in a Memorandum of Understanding and Action Plan approved by the State Planning Commission pursuant to subchapter 7 of the State Planning Rules prior to transmittal of the Certificate of Eligibility. The Action Plan shall be developed by the Office of Smart Growth in consultation with the petitioner and relevant State Agencies and shall be based on the findings and conclusions the self-assessment, opportunities and constraints analysis, community visioning and a consistency review as described in subchapter 7 of the State Planning Rules and the Plan Endorsement Guidelines.
4. The temporary reestablishment of any center shall be conditioned upon a petitioner's compliance with the terms of a Memorandum of Understanding and Action Plan between the State Planning Commission and the petitioner.
5. The Executive Director may approve a reasonable extension of time within which to complete the Action Plan if it is shown that a petitioner is diligently working to comply with the terms of the Action Plan. The Executive Director shall provide notice of any extension of time to the State Planning Commission and the public pursuant to N.J.A.C. 5:85-1.7(h).
6. If, after having successfully re-established a center, a petitioner fails to comply with the terms of the Memorandum of Understanding and Action Plan, the Executive Director shall prepare a recommendation to the State Planning Commission that the temporary re-establishment of the center(s) of the petitioner be revoked, and the temporary center shall permanently expire. The State Planning Commission shall consider and affirm, revise or deny the Executive Director's recommendation within 60 days of receipt of the recommendation.
7. If a complaint is received by the Office of Smart Growth or the State Planning Commission of the failure of a petitioner with a re-established center to comply with the terms of an MOU and Action Plan, the Executive Director shall investigate and prepare a recommendation to the State Planning Commission in accordance with (6) above within 45 days of receiving the complaint. The State Planning Commission shall consider and affirm, revise or

Draft 9/24/07
Revision to "Period of Endorsement"

deny the Executive Director's recommendation within 60 days of receipt of the recommendation.

8. Within 45 days of the temporary re-establishment of an expired center or of the revocation of a temporary center, the Executive Director shall provide notice of such action pursuant to N.J.A.C. 5:85-1.7(i).

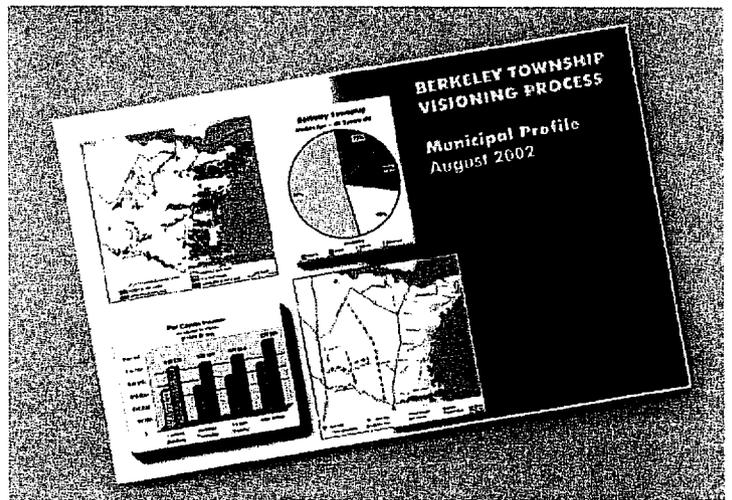
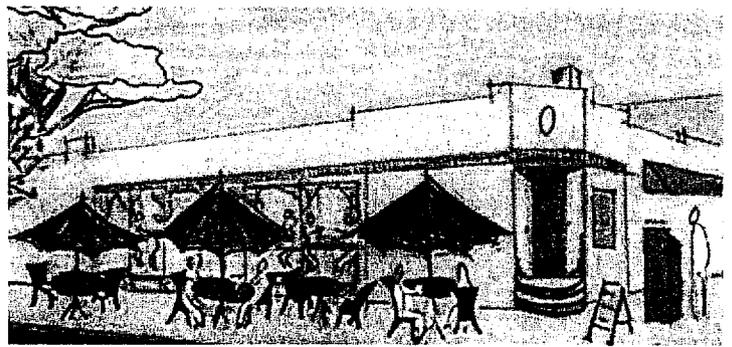
Community & Regional Planning

CMX planners provide a full range of professional planning services to the public sector. We view planning as an interactive process among the client, the community and our staff of professional planners. By blending up-to-date planning concepts with our client's vision for the future, we create a cost-effective and workable plan for the community and region.

As part of a comprehensive planning and design program, CMX's multidisciplinary teams have prepared master plans, redevelopment plans, urban design and streetscape plans, subdivision and site plan ordinances, and downtown revitalization plans in both urban and suburban communities, as well as, area wide and regional plans.

/// CMX'S PLANNERS HAVE DEMONSTRATED EXPERTISE IN THE FOLLOWING AREAS:

- > Master Plans and Reexamination Reports
- > Zoning and Land Development Ordinances
- > Redevelopment Planning
- > Redeveloper/Developer Agreements
- > Downtown Revitalization
- > Special Improvement District Consultation
- > Planning/Zoning Board Consultation
- > Expert Testimony
- > Site Plan and Subdivision Review
- > Land Planning and Design
- > Development Feasibility/Site Yield Analysis
- > State Development and Redevelopment Plan
- > CAFRA Sector Permit Certification
- > COAH Fair Share Housing Plans
- > Grant Applications
- > Urban Enterprise Zone Applications and Plans
- > Open Space and Recreation Plans



Key Staff

CMX brings to your project a professional planning staff with a broad background in community planning. The following is a brief description of the professional staff whose expertise and experience are available:

David Roberts, P.P., A.I.C.P., A.S.L.A., C.L.A.

– Mr. Roberts, a Vice President of the firm and the Community & Regional Planning Business Unit Leader, has more than 26 years of planning and design experience involving a wide range of projects. His responsibilities have included the preparation of municipal master plans, land use regulations and design standards, strategic plans for economic development and recreation design and management. He was responsible for grantsmanship that led to the approval of \$1.7 million in grant and loan funding from the New Jersey Green Acres Program and New Jersey Historic Trust. Mr. Roberts has contributed to state legislation regarding redevelopment and property tax incentives for redevelopment and has testified before numerous committees of the state legislature. He was also selected by Rutgers University to create and teach "Principles of Redevelopment" to the Executive Directors and Commissioners of Housing Authorities and Redevelopment Agencies. He is the co-author of a handbook on redevelopment in New Jersey published by the New Jersey Department of Community Affairs and the New Jersey Chapter of the American Planning Association.

David Maski, P.P., A.I.C.P. – Mr. Maski, a Senior Project Manager, has more than 32 years of experience in planning at the municipal and state levels. The first 13 years were spent in various municipal planning positions. Over the course of those years he was involved in a wide range of planning activities including master planning, land development ordinances, grants, community development, capital improvements and redevelopment. His municipal experience

was followed by a 13-year tenure at the Office of State Planning where he was directly involved in the preparation of the State Development and Redevelopment Plan and the management of cross-acceptance and the center designation process. Since joining CMX, Mr. Maski has participated in a variety of comprehensive planning, redevelopment, design and regional planning efforts and has advised private clients regarding State Planning issues.

Mr. Maski brings a unique blend of experience to a project - a hands-on, project oriented, local perspective, enriched by a statewide and regional approach to growth management and smart growth issues. His experience at OSP also lends a demonstrated ability to coordinate and negotiate large scale planning efforts dealing with multiple issues that span municipal, county and state governments.

Jamie Sunyak, P.P., A.I.C.P. - Ms. Sunyak, a Project Manager, has more than 8 years of experience in the planning field. Her expertise includes a wide range of planning activities including site plan and subdivision reviews, the preparation of master plans, land development ordinances, open space planning, build-out analyses, business improvement district feasibility and redevelopment studies, and assisting with public outreach and community involvement.

Amy Sarrinikolaou, P.P., A.I.C.P. - Ms. Sarrinikolaou, a Senior Project Planner, has 3 years of experience. Ms. Sarrinikolaou is a graduate of the Edward J. Bloustein School of Planning and Public Policy of Rutgers University with a Master of City and Regional Planning. Since joining CMX, Ms. Sarrinikolaou has worked on master plans, redevelopment investigations and plans, strategic plans, and affordable housing plans. She has also reviewed site plan and subdivision applications for planning and

zoning boards. Prior to joining CMX, she interned for one summer in the Planning Department of Red Bank, NJ, and another summer for a Geographic Information System (GIS) consulting firm in New Brunswick, NJ. During the internships, Ms. Sarrinikolaou gained knowledge of local planning initiatives. She became familiar with the benefits of GIS for municipal planning. At Rutgers University, Ms. Sarrinikolaou's course work focused primarily on Redevelopment and Environmental planning.

Anne Ignatovicz - Ms. Ignatovicz, a Planner II, has 2 years of experience. Ms. Ignatovicz is a graduate from the College of Architecture and Urban Studies at Virginia Tech. She has earned a bachelor's degree in Urban Affairs. Prior to joining CMX, Anne gained experience as part of a Sustainable Building Architecture lab and at a summer internship with R.M. Shoemaker Construction Management Company. Ms. Ignatovicz's coursework focused primarily on architecture, planning, and policy.

Education

M.C.R.P. – City & Regional Planning, Rutgers University, 1981
B.S. - Landscape Architecture, Rutgers University, 1979
B.S. - Environmental Planning & Design, Rutgers University, 1978

Professional Registrations

P.P. - NJ (#33LI00308100)
C.L.A. - NJ (#21AS00053000)
R.L.A. - PA (#LA001435R), NY (#001614)
A.I.C.P. - National Planning Certification (#5192)
C.L.A.R.B. - National Landscape Architecture Certification (#738)

Professional Affiliations

American Institute of Certified Planners
American Planning Association (President NJ Chapter, 1993-1997)
American Society of Landscape Architects (V.P., NJ Chapter, 1991-1993)
Asbury Park Chamber of Commerce (President, 1994)
National Recreation and Park Association (NRPA) Leisure Planning Division, 1998
Cultural & Heritage Tourism Steering Committee, 1997
National Trust for Historic Preservation, 1998

Publications

"Redevelop with Schools in Mind", Urban Land Magazine, October 2004
"The Redevelopment Handbook, A Guide To Rebuilding New Jersey's Communities", The New Jersey Department of Community Affairs & The New Jersey Chapter of ASLA, September 2003
"Somerset County, New Jersey's Center-based Brownfields Pilot", Section 8, Brownfield Sites Assessment, Remediation and Development, Wessex Institute of Technology Press, 2002

**WORKING TOGETHER
FOR A BETTER TOMORROW**

PROJECT EXPERIENCE**COMPREHENSIVE PLANNING LOCAL**

- > Belmar Borough Master Plan Reexamination Report
- > Comprehensive Master Plan
- > Eagleswood Comprehensive Master Plan
- > Doylestown Cultural District Master Plan
- > Downtown Quakertown Master Action Plan
- > Elizabeth City Master Plan Elements
- > Façade/Canopy Improvement Project
- > Lackawanna Neighborhood Strategic Development Plan in Montclair
- > Little Egg Harbor Township Open Space and Recreation Plan
- > Parking and Pedestrian Plan and Bicycle Plan
- > Asbury Park Master Plan & Land Development Ordinance Reexamination Report
- > Plumsted Master Plan Reexamination Report & Zoning Amendments
- > Ocean County Master Plan Reexamination
- > Spring Lake Reexamination Report
- > Belmar Master Plan Reexamination and Master Plan Update
- > Surf City Master Plan Reexamination Report
- > Stafford Master Plan Reexamination Report
- > Master Plan Land Use Element GIS Mapping
- > Ocean County State Development and Redevelopment Plan Cross Acceptance Report
- > Colts Neck Open Space and Recreation Plan
- > Ocean Gate Reexamination of Master Plan and Ordinances
- > Stone Harbor Borough Master Plan

COMPREHENSIVE PLANNING REGIONAL

- > Burlington County Parks and Open Space Master Plan
- > Somerset County Center-based Brownfield Pilot Project

REDEVELOPMENT PLANS & INVESTIGATIONS

- > Belmar Seaport Redevelopment Investigation and Plan
- > Belmar Beachfront Redevelopment Plan
- > Airport Support District Redevelopment Area Investigation and Plan
- > Bassett Highway Redevelopment Plan
- > Bay Station Redevelopment Concept Plan
- > C-4 Area and New Egypt Redevelopment Plan

Publications

"Planning For Open Space", Urban Land Magazine, July 2001

"Redevelopment Becomes Everyone's Concern", League of Municipalities Magazine, February 1999

"Municipal Border Wars", League of Municipalities Magazine, February 1998

"Cultural Tourism: An Economic Development Tool for the 21st Century?", New Jersey Planners Journal

Total Years of Experience

25 years

Years with Firm

11 years

- > Carteret Waterfront Redevelopment Plan
- > Downtown Core Area (Newark Arena District) Redevelopment Investigation and Plan
- > East Ward Redevelopment Plan
- > Fairview (Yorkship Village) Neighborhood Redevelopment Investigation and Plan
- > Fanwood Redevelopment Plan
- > Frenchtown Redevelopment Plan
- > Township of Montclair Hahnes Department Store Redevelopment Investigation
- > Keansburg 3 Area Redevelopment Plan
- > Lakes Bay Redevelopment Plan
- > Lister Avenue Redevelopment Plan
- > Lower Roosevelt Avenue Strategic Revitalization Plan in Carteret
- > Manville Revitalization Implementation Plan
- > Maples Redevelopment Plan
- > Matawan Redevelopment
- > Mulberry Street Redevelopment Investigation and Plan
- > Ewing Township Olden Avenue Redevelopment Plan3
- > Town of Dover, NJ North Sussex Street Landfill Redevelopment Plan Belmar Transit Village Plan
- > Northeast Ventnor Redevelopment Plan
- > City of Newark/Township of Irvington Pabst Brewery Redevelopment/Reuse Study
- > River Center Waterfront Redevelopment Plan
- > Roseland - Harrison Avenue Redevelopment
- > Southern Brunswick Pike Redevelopment Area Investigation
- > Springfield Avenue Corridor Smart Growth Study and Handbook
- > Valley Redevelopment Investigation and Plan
- > Township of Irvington Coit Street Redevelopment Investigation
- > Kent Brenner Redevelopment Investigation and Plan
- > Symphony Hall West Redevelopment Investigation and Plan
- > Texaco Site Redevelopment Plan
- > Victorian Heights Redevelopment Investigation and Plan

WORKING TOGETHER
FOR A BETTER TOMORROW

STRATEGIC PLANS & AFFORDABLE HOUSING STUDIES

- > Eagleswood Township Third Round Housing Element & Fair Share Plan
- > Franklin Township Third Round Housing Element & Fair Share Plan
- > Wall Housing Element & Fair Share Plan
- > Borough of Ridgefield Housing Element & Fair Share Plan

HONORS & AWARDS

New Jersey Planning Officials, Achievement in Planning Award, 2004

NJASLA, Landscape Architectural Communication The Redevelopment Handbook, A Guide to Rebuilding New Jersey's Communities, Chapter Design Awards Program, 2004

NJASLA, Landscape Architectural Planning and Analysis - New Brunswick Waterfront Conservation District, 1996

NJAPA, Outstanding Planning Concept Award - Asbury Park Waterfront Redevelopment Planning, 1987

Education

M.U.P. – Urban Planning, New York University,
1980

B.A. – Sociology & Urban Studies, Montclair
State College, 1975

Professional Registrations

P.P. – NJ (#33LI00235400)

A.I.C.P. - National Planning Certification
(#020764)

Professional Affiliations

American Institute of Certified Planners

American Planning Association

Total Years of Experience

32 years

Years with Firm

7 years

WORKING TOGETHER
FOR A BETTER TOMORROW

PROJECT EXPERIENCE**COMPREHENSIVE PLANNING LOCAL**

- > East Hanover Township Master Plan
- > Stafford Township Plan Endorsement
- > Union County/City of Elizabeth Kapkowski Road
Transportation Planning Study
- > Berkeley Township Visioning Process
- > Voorhees Township Route 73 Corridor Landscape Design
Guidelines
- > Ocean Township Open Space and Recreation Plan
- > Raritan Borough Main Street Assessment
- > Raritan Borough Façade and Canopy Improvement
Guidelines
- > Preliminary Assessment of Master Plan for State Planning
Commission Endorsement
- > Rutherford Comprehensive Master Plan

COMPREHENSIVE PLANNING REGIONAL

- > Gloucester County Northeast Region Strategic Plan
- > Burlington County Comprehensive Parks and Open Space
Plan
- > Union County TDD Economic Development Study
- > Wildwoods Regional Center CAFRA Sector Permit
Certification
- > Somerset County Center Based Brownfields Pilot Program
- > Bergen County Master Plan Land Use Element
- > Union County Cross-Acceptance Report

REDEVELOPMENT PLANS & INVESTIGATIONS

- > Downtown Core Area (Newark Arena District)
Redevelopment Investigation and Plan
- > East Second Street Preliminary Investigation
- > Marino's Redevelopment Investigation and Plan
- > North Avenue Redevelopment Plan
- > North Avenue – Netherwood Redevelopment
Investigation
- > Rustic Mall Redevelopment Investigation and Plan
- > Lakes Bay Redevelopment Plan
- > River Drive Redevelopment Investigation & Plan
- > Scattered Site Redevelopment Investigation and Plan
- > Borough of Belmar Seaport Redevelopment Plan
- > Symphony Hall West Redevelopment Investigation and
Plan

- > Varsityper Redevelopment Investigation and Plan
- > Mulberry Street Redevelopment Investigation
- > Kent-Brenner Redevelopment Investigation
- > White Chemical Redevelopment Investigation

STATE PLANNING/SMART GROWTH

- > Prepared and collaborated on several sections of the 1992 and 2001 State Development and Redevelopment Plan
- > Coordinated and managed cross-acceptance of the SDRP
- > Prepared the Cross-Acceptance Manual and the State Planning Rules
- > Managed all facets of the center designation process
- > Prepared guidelines for the preparation of Strategic Revitalization Plans and Urban Complex Plans

Education

M.C.R.P. - City & Regional Planning, Edward J. Bloustein School of Rutgers University, 2002

B.S. - Environmental Studies, Policy and Management, Syracuse University/SUNY ESF, 1997

Professional Registrations

P.P. - NJ (#33LI00574600)

A.I.C.P. National Planning Certification (#19054)

Professional Affiliations

American Planning Association, Member/New Jersey Chapter

American Institute of Certified Planners
Association of New Jersey Environmental Commissions

Publications

Sunyak (Maurer) Jamie, "Using the NRI", ANJEC Report, 6/1/1999

Sunyak (Maurer) Jamie, "What's in a Name", ANJEC Report, 4/1/1999

Sunyak (Maurer) Jamie, Andrews Clinton, "Materials Exchange: An Exploratory US Survey", 2002 Local Environment Vol. 6, No. 2., Pages 149-168

Total Years of Experience

7 years

Years with Firm

2 years

WORKING TOGETHER
FOR A BETTER TOMORROW

PROJECT EXPERIENCE**COMPREHENSIVE PLANNING LOCAL**

- > Point Pleasant Comprehensive Master Plan and Zoning Amendments
- > Town Center Strategic Plan
- > Stafford 2007 Comprehensive Master Plan
- > Seaside Park Master Plan Reexamination
- > City of East Orange 2006 Comprehensive Master Plan
- > Point Pleasant Beach Open Space and Recreation Plan and Natural Resource Inventory
- > Mount Laurel Open Space and Recreation Plan
- > Elizabeth City Master Plan
- > Ocean Gate Reexamination of Master Plan and Ordinances

COMPREHENSIVE PLANNING REGIONAL

- > Ocean County Smart Growth Grant for Northern Bay Corridor Strategic Plan
- > Union County TDD Economic Development Study
- > Land Use Assumptions Report
- > Stafford 2006 General Planning Services

REDEVELOPMENT PLANS & INVESTIGATIONS

- > Market Street/Orange Street Redevelopment Study
- > Lister Avenue Redevelopment Project
- > Roseland - Harrison Avenue Redevelopment
- > Stafford Business Park Redevelopment Investigation and Plan

STRATEGIC PLANS & AFFORDABLE HOUSING STUDIES

- > Stafford Township Second and Third Round Housing Element & Fair Share Plan
- > Spring Lake Borough Housing Element & Fair Share Plan

PLANNING AND ZONING BOARD REVIEWS

- > Stafford Township Plan Endorsement

Education

M.C.R.P. - City & Regional Planning, Edward J.
Bloustein School of Rutgers University,
2004

B.A. - English, Rutgers University, 2002

Professional Registrations

P.P. - NJ

A.I.C.P. National Planning Certification

Professional Affiliations

American Planning Association

American Institute of Certified Planners

Total Years of Experience

2 years

Years with Firm

2 years

PROJECT EXPERIENCE**COMPREHENSIVE PLANNING LOCAL**

- > East Hanover Township Master Plan
- > East Orange Master Plan
- > Franklin Township Master Plan
- > Belmar Borough Master Plan Reexamination

REDEVELOPMENT PLANS & INVESTIGATIONS

- > Fanwood Redevelopment Plan
- > Bassett Highway Redevelopment Plan, Dover Township
(Morris County)

STRATEGIC PLANS & AFFORDABLE HOUSING STUDIES

- > East Hanover Township Third Round Housing Element &
Fair Share Plan
- > Ewing Township Third Round Housing Element & Fair
Share Plan
- > Franklin Township Third Round Housing Element & Fair
Share Plan
- > Ocean County Northern Bay Corridor Strategic Plan
- > Point Pleasant Beach Open Space and Recreation Plan
and Natural Resource Inventory

THIRD ROUND PLANS

- > Bay Head Third Round Plan

REVIEWS

- > Eagleswood Township Land Use Board Site Plan &
Subdivision Reviews

Education

B.A. - Urban Affairs, Virginia Tech University,
2004

Professional Affiliations

American Planning Association, Member/New
Jersey Chapter

American Institute of Certified Planners,
Member

Special Training

Architecture Course Study, Virginia Tech
University, 2000-2003

Total Years of Experience

2 years

Years with Firm

2 years

PROJECT EXPERIENCE**COMPREHENSIVE PLANNING LOCAL**

- > Bergen County Master Plan Transportation Element
- > East Hanover Master Plan
- > East Orange Master Plan

REDEVELOPMENT PLANS & INVESTIGATIONS

- > C-4 Area and New Egypt Redevelopment Plan
- > Bassett Highway Redevelopment Plan

STRATEGIC PLANS & AFFORDABLE HOUSING STUDIES

- > Blairstown Township Third Round Housing Element & Fair Share Plan
- > Wall Township Housing Element & Fair Share Plan
- > Lacey Township Second and Third Round Housing Element & Fair Share Plan
- > Ocean County Strategic Regional Plan North Bay Corridor
- > Oxford Township Third Round Housing Element & Fair Share Plan
- > Borough of Ridgefield Housing Element & Fair Share Plan
- > Washington Township Third Round Housing Element & Fair Share Plan

Third Round Plans

- > Bay Head Third Round Plan
- > Lafayette COAH Third Round Plan
- > Little Egg Harbor COAH Third Round Plan
- > Spring Lake COAH Related Services

Comprehensive Master Plans

CMX has prepared comprehensive master plans and supporting ordinances for urban and suburban communities throughout New Jersey and in several communities in Pennsylvania. Each plan strictly adheres to the requirements of the NJ Municipal Land Use Law or the Pennsylvania Municipalities Planning Code. Whether it be a reexamination report, a standalone master plan element or a full comprehensive plan, each plan is customized to reflect the needs of the client and the community context. Our master plan projects often incorporate public participation, community profiles, visioning sessions, capacity analysis, build-out analysis, design elements, zoning code recommendations and extensive GIS mapping of land use, infrastructure, transportation systems, and natural resources. Our plans may also include a planning and implementation agenda or action plan to bridge the gap between plan adoption and implementation.

/// PROJECT LIST

■ **Reexamination Report -**

Bay Head, Ocean County, NJ

■ **Reexamination Report -**

Belmar, Monmouth County, NJ

■ **Master Plan & Fair Housing Plan -**

Bensalem, Bucks County, PA

■ **Master Plan & M-1 Zoning**

Reexamination Report -

Bloomfield Township, Essex County, NJ

■ **Comprehensive Master Plan -**

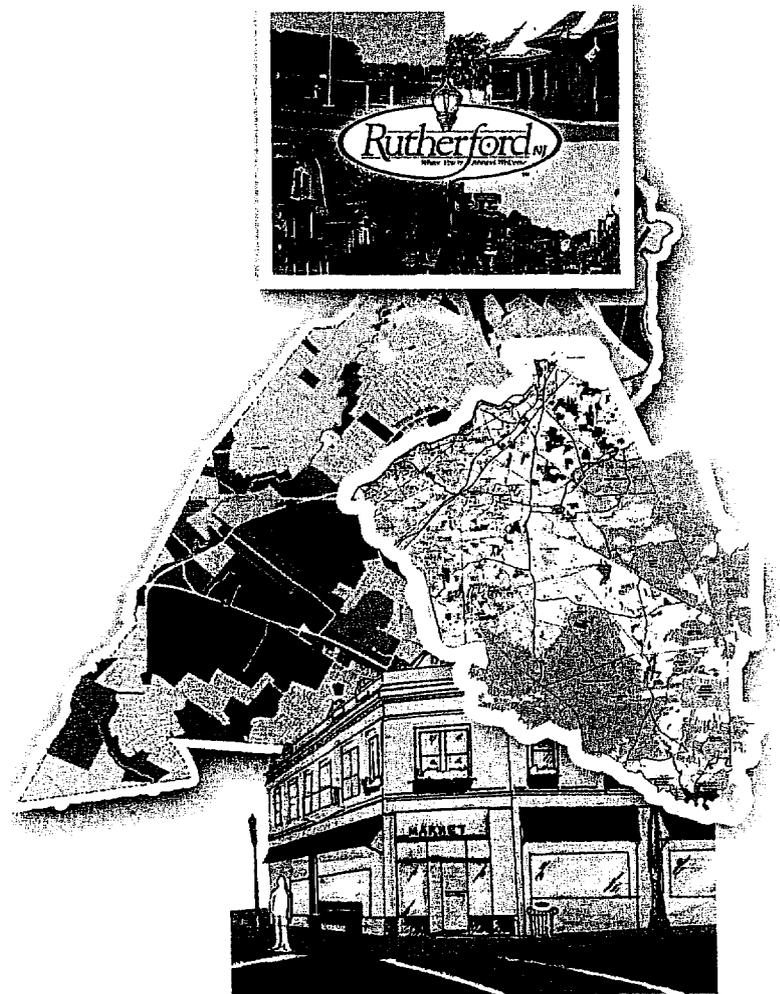
East Hanover Township, Morris County, NJ

■ **Comprehensive Master Plan -**

City of East Orange, Essex County, NJ

■ **Comprehensive Master Plan -**

City of Elizabeth, Union County, NJ



- **Comprehensive Master Plan -**
Edison Township, Middlesex County, NJ

- **Comprehensive Master Plan -**
Ewing Township, Mercer County, NJ

- **Comprehensive Master Plan -**
Franklin Township, Somerset County, NJ

- **GIS Based Buildout Analysis
for Master Plan & Zoning Update -**
Franklin Township, Hunterdon County, NJ

- **Comprehensive Master Plan -**
Lower Southampton Township, Bucks County, PA

- **Reexamination Report -**
Borough of Manville, Somerset County, NJ

- **Comprehensive Master Plan
and Land Development Ordinance -**
Neptune Township, Monmouth County, NJ

- **Master Plan
Land Use Element GIS Mapping -**
City of Newark, Essex County, NJ

- **Reexamination Report -**
Ocean Gate, Ocean County, NJ

- **Comprehensive Master Plan
and Land Development Ordinance -**
City of Plainfield, Union County, NJ

- **Reexamination Report & Zoning
Amendments -**
Plumsted, Ocean County, NJ

- **Comprehensive Master Plan
and Zoning Amendments -**
Borough of Point Pleasant, Ocean County, NJ

- **Zoning Ordinance -**
Raritan Borough, Somerset County, NJ

- **Reexamination Report -**
Roseland, Essex County, NJ

- **Comprehensive Master Plan -**
Borough of Rutherford, Bergen County, NJ

- **Reexamination Report -**
Seaside Park, Ocean County, NJ

- **Reexamination Report -**
Borough of Spring Lake, Monmouth County, NJ

- **Comprehensive Master Plan -**
Wall Township, Monmouth County, NJ

RUTHERFORD MASTER PLAN



THE BOROUGH OF RUTHERFORD has begun the process of preparing a new comprehensive master plan. The key to a successful plan will be the involvement and input of the community – those who live, work and play in Rutherford, and those who provide the everyday goods and services that we depend on. To that end, the Borough is providing this overview to generate interest and help citizens better navigate the process.



Frequently Asked Questions

1. What is a master plan?

A master plan provides a blueprint for achieving the community's desired future. It forms the basis for sound land use, infrastructure and capital spending decisions. Both the content of the plan and the adoption process are governed by the NJ Municipal Land Use Law.

2. Doesn't Rutherford already have a master plan?

Although several studies and plans have been prepared over the years, and the Borough has met its statutory obligations with the adoption of Reexamination Reports in 1997 and 2003, the last comprehensive plan was adopted 30 years ago in 1977. It is time to update and consolidate the Borough's planning efforts.

3. How does the master plan relate to the Vision Statement that was prepared in 2004?

The Vision Statement established a vision for the year 2025 and presented an agenda for achieving that vision. It will serve as a stepping off point for the master plan and will form the basis for the plan's goals and objectives.

4. Will the master plan change the zoning in town?

The master plan is a policy document adopted by the Planning Board. The zoning ordinance is a regulatory tool adopted by the Borough Council to implement the master plan. While the master plan will contain recommendations for revisions to the zoning ordinance, they will not take effect unless and until they are adopted by the Council.

5. What will be covered in the master plan?

The master plan will include a community profile – a description of existing conditions related to demographics and the built and natural environment – and the following major elements:

- * Goals and Objectives
- * Land Use
- * Community Facilities
- * Open Space & Recreation
- * Economic Development
- * Historic Preservation
- * Circulation
- * Utilities
- * Recycling

6. Who will prepare the master plan?

The Planning Board has the statutory authority to prepare and adopt the master plan. An advisory committee consisting of the full Board has been established to oversee the development of the plan and conduct all of the public meetings. Preparation of the plan will rely on input from residents as well as municipal boards, agencies and departments, and from the general public.

7. How can I get involved?

The Master Plan Advisory Committee will be discussing the master plan at regularly scheduled meetings on the second Monday of each month from January through April of 2007. Two community meetings will also be held. Presentation of the final plan and eventual adoption by the Planning Board will take place at an open public hearing. A schedule of meeting dates is provided on the back cover and will appear on the Borough's website. All meetings are open to the public.

8. How long will this process take?

Final adoption of the master plan is expected by June 2007.



EAST ORANGE...

MASTER PLAN ELEMENTS

The 2006 East Orange Master Plan contains the following elements:

Vision Statement

The Vision Statement identifies the goals and objectives of the community in order to provide an overall framework and basis for the future development of the City.

Community Demographic Profile

The Community Demographic Profile provides a context for the 2006 East Orange Master Plan by describing "baseline" conditions of population characteristics, housing, employment and educational statistics based on the most current data available.

Land Use Plan

This element describes the City's existing development pattern and changes that have occurred since the prior Master Plan. It describes the breakdown of residential, commercial, institutional, industrial and quasi-public land uses, as well as the redevelopment initiatives underway. The Element describes the current zoning districts, and sets forth recommendations to modify land use policy and zoning changes throughout the City.

Economic Development

The Economic Development Plan Element discusses the existing conditions of the City, including educational attainment, employment and jobs. The Element describes the City's current economic development strategies, including the Urban Enterprise Zone and Central Avenue Business Improvement District, as well as recommendations to promote and enhance the business community, attract new and diverse businesses, and increase taxables.

Housing

The Housing Element provides an overview of the City's population trends, household characteristics and occupancy status, a comparison of Census Tracts, an inventory of the affordable housing stock, and recent residential projects. It describes the Neighborhood Housing and Revitalization Division programs, the City's Rent Control Ordinance and overall recommendations to help improve property maintenance, home rehabilitation, and home ownership.

Historic Preservation

This element provides an overview of the historic trends in the City's development and a description of the initiatives that would be undertaken by the proposed Historic Preservation Commission. It identifies the location of existing and potentially historically significant sites, and develops a strategic plan for preserving historical sites in the City.

Circulation

The Circulation Element provides an inventory of the existing transportation network, significant "hot spot" accident locations, designated truck routes, and recommendations to improve the circulation network and parking.

Community Facilities, Recreation and Recycling

This element provides an evaluation of the City's public schools, library, fire and police protection. It describes the City's parks and recreation inventory, the roles and responsibilities of the Public Works Department, as well as the East Orange Water Commission.

Policy Statement Indicating Relationship of Plan to Other State, County Planning Efforts

This element considers the relationship of the East Orange Master Plan to Plans of contiguous municipalities, County plans and the New Jersey State Development and Redevelopment Plan. The Policy Statement is intended to coordinate planning and land use activities among communities and to reduce potential conflicts.

Action Plan

The Action Plan provides a summary of the recommendations by element, with a proposed time frame, and a potential funding source. The recommendations are prioritized and given short term (1 year), medium (2-3 years) and long term (4 year or longer) time frames.

EAST ORANGE TOMORROW

While a Master Plan identifies existing conditions and current issues affecting a community, it also serves as a framework for land use policy changes, economic development initiatives and general quality of life improvements. The intent of this newsletter is to highlight some of the strategies identified in the City's 2006 Master Plan and serve as an informational tool to interested developers, the business community, and existing and new City residents.

Updated Zoning

Given the age of the East Orange Land Development ordinance and procedures, and the changes that have occurred over the past decade, the City will be revisiting its zoning ordinance to better reflect the vision and goals of the community.

This offers the City the ability to better guide development controls, ensure bulk standards and densities, establish design standards for both infill and new residential development, and guidelines for development on underused lots. In many cases, residential development has occurred at higher densities and on underused or nonconforming lots, generally too small or not able to support the buildings and adequate parking. By addressing these issues proactively, the City hopes to encourage more compatible and aesthetically pleasing development. Secondly, the new zoning provisions will create a streamlined and user friendly process for developers.

Commercial District Enhancements

The City will also be addressing the commercial districts' standards and permitted uses in order to complement the redevelopment and development activities, to encourage a greater mix of upscale and diversified uses, to encourage business attraction and retention, ultimately increasing employment opportunities and taxables.

Unified design standards to improve the overall appearance and aesthetics of the downtown, with upgraded signage, murals, streetscape and facade standards will be part of the revitalization strategy to target new developers, while creating a coordinated theme for the existing business corridors. Funding mechanisms to help improve the commercial districts and promote stabilization in the downtown include the Urban Enterprise Zone (UEZ) and the Central Avenue Business Improvement District (BID). The UEZ funding has helped pay for streetscape improvements, policing initiatives, and facade improvements. The Central Avenue BID, which includes 117 properties along Central Avenue, funds additional security, and marketing for the area.

Stabilizing Residential Neighborhoods

Two-thirds of the City's housing stock is comprised of multi-family development, and 75 percent is rented/occupied. One of strategies identified in the 2006 Master Plan has been to promote ongoing residential rehabilitation and increased home ownership efforts. The City is also working to expand its single-family bedroom community, and maintain housing for all ages especially for young professionals and seniors.

Infill development is the process of developing vacant or underutilized parcels within existing residential areas that are already largely developed. As part of the overall zoning ordinance revisions, residential rehabilitation and infill design standards will encourage better controls for infill and new development, including type of materials, building height, and compatibility with existing neighborhoods. New infill design standards will address setbacks, building massing, architectural features, open space, landscaping, building lines, and facade treatment.

Untapped Commercial Market

The 2003 US Census reported there were almost 500 businesses located in East Orange employing over 9,000 people. Major employers include the Health Care and Social Assistance, Retail Trade, and other Service related industries. Recent studies indicate that East Orange residents frequent retail shops, grocery stores, and restaurants, as well as clothing shops and items for the household; however East Orange lacks the "pull factor" and most residents shop outside the City.



As a result, the City is looking to attract new commercial development and develop business retention strategies. For example, along Central Avenue and Dr. Martin Luther King, Jr. Boulevard, permitted uses should include more diversified uses, including cafes, bookstores, restaurants, artist galleries, and pedestrian-oriented uses.

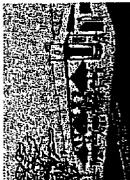
ARTS / CIVIC Connection

Recently, the City received a Smart Growth Grant to help revitalize Lower Main Street now known as Dr. Martin Luther King, Jr. Boulevard via the designation of a redevelopment area. Future uses planned for this area include a performing arts district with mixed use, artist housing/studios, sidewalk improvements, and murals.

Also included as part of the Lower Main Street initiative is the new Cicely Tyson School of Fine and Performing Arts, a \$115 million community school which will accommodate 1,300 students from pre-Kindergarten through 12th grade and offers two performing arts spaces, a 400-seat theater and an 800-seat theater.

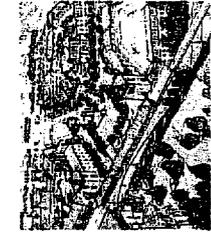


Another major economic development initiative identified in the 2006 Master Plan involves creating a connection between the civic buildings (i.e. City Hall, Post Office, police offices, libraries), the arts hub (Performance Arts Theater) and the City's commercial corridors. The City can now market itself as a cultural and artist destination, which can spearhead economic development into downtown, attract new residents and businesses to the area and help balance the City's tax liabilities.



Transit Village Strategy

One of the City's major assets is its location, especially in proximity to New York City, Hoboken, Newark Airport, NJ/NY Ports and other major employment destinations. East Orange has a strong public transportation system, with two rail stations - the Brick Church and the East Orange stations - which provide access to destinations outside of the City, in addition to servicing the higher density mixed use development created in part by the Upper and Lower Main Street Redevelopment areas.



One of the strategies in the 2006 Master Plan included creating an overlay to help promote and facilitate Transit Village mixed use development in proximity to the train stations. Through the Transit Village designation, East Orange can stimulate additional commercial and mixed use growth, offer new employment opportunities, encourage a diversified tax base, seek funding for parking lot maintenance and sidewalk improvements, and establish balanced housing opportunities - including senior development. As an incentive, the City can offer developers higher density development and reduced parking requirements based upon the greater use of public transportation and decreased reliance on the automobile. Transit Villages also offer enhanced public safety and air quality, and neighborhood improvement.

Inter-relationship between Institutional Uses and Economic Development. Approximately 50 percent of the City's total assessed value is comprised of residential land uses. In addition, nearly half of the City's property is exempt from taxation. Currently, the City is undergoing a property tax reevaluation process to account for land value changes.



One of the ways the City can create a more balanced tax base is through building and expanding its institutional base, i.e. hospitals and rehabilitation centers. Indirect benefits in working with the institutional uses and understanding their long term strategies include encouraging professional housing opportunities for developers and encouraging greater employment opportunities for city residents.

...A CITY ON THE MOVE



MASTER PLAN OVERVIEW

VISION STATEMENT

The Vision Statement identifies the goals and objectives of the community in order to provide an overall framework and basis for the future development of the Township.

DEMOGRAPHIC AND COMMUNITY PROFILE

The Community Demographic Profile provides a context for the 2007 Stafford Master Plan by describing "baseline" conditions of population characteristics, housing, employment and educational statistics based on the most current data available.

LAND USE PLAN

This element describes the Township's existing development pattern and changes that have occurred since the prior Master Plan. It describes the breakdown of residential, commercial, institutional, industrial and quasi-public land uses and the Stafford Business Park Redevelopment Initiative. The element describes the current zoning districts, and sets forth recommendations to modify land use policy and zoning changes throughout the Township. The plan's goal is to preserve 80% of the Township land area as open space.

MAJOR LAND USE PLAN INITIATIVES/RECOMMENDATIONS

- Infill Design Standards**
Given the Township's built out nature, Stafford should consider adopting infill residential design standards which would apply to each of the Residential Districts, as well as historic homes within proximity to the downtown and along Bay Avenue.
- At a minimum, the standards should reflect setbacks, building massing, architectural features, open space and landscaping. Building lines and facade treatment should respect the existing development pattern; preventing setbacks should be used as a guide for infill development. The existing bulk standards should be reviewed to ensure they create the appropriate building envelope, open space, and on-site parking. Development on undersized or non-conforming lots should be discouraged.**

Creation of RA-4/RA-5

In order to fulfill NIDEP's requests during the Plan Endorsement process, a septic suitability study was prepared for the parts of the Township that are located outside of the existing or proposed sewer service area. The purpose of the analysis is to ensure that nitrate concentrations in groundwater do not exceed nitrate targets developed by the NIDEP.



The study indicated that out of twelve soil types present within the vacant land outside of the sewer service area, only five are non-hydric and can potentially support septic systems. These findings require that based on current regulations (target nitrate of 5.2 mg/l), zoning changes must be made by the Township to increase minimum lot sizes to a minimum of 4 acres to accommodate future septic systems.

As a result, the Master Plan recommends creating several new low density, near-residential districts. For properties within Planning Area-2, a new RA-4 district should require a minimum lot size of 4 acres. For properties within Planning Area-4, a new RA-5 district should require a minimum lot size of 5 acres.

Revisit Permitted Uses and Bulk Standards

The Master Plan recommends that the Township revisit the permitted uses in the commercial district to eliminate redundancies and obsolete uses. Furthermore, MC, NC, RMC, LB, RD and MU districts all permit single family development as principal permitted uses. In an effort to coordinate with the NJ Highway Access Management Code and the Route 9 Corridor Coalition plan, it is recommended these provisions be eliminated in order to prevent additional residential subdivisions along the state highways. Furthermore, the Township should review each of the commercial district's minimum lot sizes and bulk standards, specifically the RB and LB zones, in order to ensure appropriate buffering, building coverage and impervious coverage standards. Given their proximity to environmentally sensitive lands, new standards should be customized to address commercial development in a manner that is sensitive to the environment, and incorporates green building designs.

Recommendations to NMC District

The Southern Ocean County Hospital (SOCH) located on Route 72, has been expanded several times. The entire site of the hospital is within the PRC Zone and permits Planned Unit Development (PUD) with a minimum area of 25 acres. Permitted uses within the PUD include offices, retail stores, and multi-family dwellings. The maximum overall residential density of the PUD can not exceed 13 dwelling units per acre. In order to support any future expansion of the SOCH Medical Village and other health care related uses, the Land Use Plan shows an expansion of the NMC district west along Route 72, and to the south side of Barnacle Drive.

Recommendations to CC District

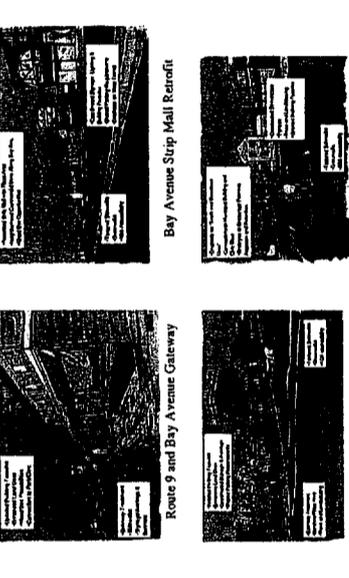
Given its location, in proximity to Ocean Acres and Paramount Homes developments, and visibility along Route 72, the vacant area of the Township currently zoned as CC Commercial should have the potential to provide goods and services in an area where limited commercial establishments

exist. It is recommended that the Township review the CC Community Commercial district provisions, including minimum lot size, frontage and permitted uses to determine if the existing standards are too restrictive and provide a hindrance on future development. It should be noted that a portion of the CC district is recommended in the Land Use Plan for Preservation due to its environmental constraints, and Outstanding Natural Resource stream buffer.

Bay Avenue and Route 9 Visioning

Given the diversity of land uses and zoning districts along Route 9 and Bay Avenue, the Township conducted a visioning workshop to examine existing conditions along these corridors. The Master Plan recommends revisiting the zoning of both areas to encourage a greater diversity of neighborhood uses, while encouraging pedestrian oriented development, and greater employment opportunities in this area. At a minimum, auto-related uses and fast food establishments should be eliminated along the Bay Avenue corridor. Recommendations may also include evaluating the Township's bulk standards to encourage greater building heights, reduced front yard setbacks, shared parking, increased landscaping, new and infill design standards.

Recommendations for the Route 9 & Bay Avenue Corridors:



Route 9 and Bay Avenue Gateway

Route 9 and Hilliard Boulevard Gateway

Bay Avenue Streetscape Improvements

Bay Avenue Strip Mall Retrofit



Community Facilities

This element provides an overview of the Township's community facilities, such as schools, parks, libraries, emergency services and municipal services.

Environmental

This element discusses the preservation, conservation and utilization of natural resources of Stafford Township, including energy, open space, water supply, forests, soil, wetlands, streams, rivers, fisheries, threatened and endangered species and wildlife. It summarizes proposed changes to NJ DEP Stormwater Management Rules and Flood Hazard Area Control Act Rules; describes the Township's Wellhead Protection Plan and Stream Corridor Protection Plan; describes efforts to address flooding and repetitive loss property owners; recommends sustainable green building and site plan design alternatives- (Leadership in Energy and Environmental Design -LEED), and summarizes additional energy, habitat and water conservation and renewable resources recommendations.

Utilities

This section addresses water and sanitary sewer, as well as other Township studies that relate to the overall infrastructure system and planning efforts. Within this element is a summary of the Septic Suitability Analysis, prepared and submitted to NIDEP in April 2007, based upon both the current regulation (target nitrate of 5.2 mg/l) and the proposed regulation change (target nitrate of 2 mg/l). Specific zoning recommendations in the Land Use Element of the Master Plan were based upon the Septic Suitability Analysis results warranting increased lot sizes to accommodate future septic systems. Also noted in the Utilities Element is the recognition that the Township is preparing a new Wastewater Management Plan to be submitted to NIDEP as a requirement of the NJ Office of Smart Growth Plan Endorsement process.

Telecommunications

The purpose of this element is to review the existing wireless telecommunications infrastructure within Stafford Township, identify opportunities to increase and improve service to Township residents and businesses, determine any Township owned property that may be of interest to cellular communications companies for lease opportunities, and recommend changes to the zoning code would improve local control over the placement of telecommunications facilities, specifically telecommunications towers.

Recycling

In accordance with the New Jersey Source Separation and Recycling Act adopted in 1987 and last amended in 1992 (N.J.S.A. 13:1E-99.11 et seq.) and pursuant to the Municipal Land Use Law, this element summarizes the Township's and Ocean County's recycling programs.

Policy Statement Indicating Relationship of Plan to Other State County Planning Efforts

This element considers the relationship of the Stafford Master Plan to Plans of contiguous municipalities, County plans and the New Jersey State Development and Redevelopment Plan. The Policy Statement is intended to coordinate planning and land use activities among communities and to reduce potential conflicts. The element also acknowledges that Stafford Township was designated a Regional Center on September 24, 1997 by the State Planning Commission. The Regional Center provides areas of residences, commercial and industrial uses focused around Manalawick and Route 72. Surrounding the Regional Center are large areas of green space and environmentally sensitive lands under Federal and State ownership.



Since its designation in 1997, some of the original assumptions regarding the location of future growth have been revisited and the Township, in concert with Ocean County, has completed several major open space acquisitions. As a result, Stafford Township has positioned for changes to the New Jersey State Development and Redevelopment Plan's Preliminary Policy Map as part of its Municipal Cross Acceptance Report. As part of Plan Endorsement, Stafford proposed several changes to the State Plan Policy Map related to the Regional Center Boundary, planning area boundaries, and CES delineation to better align the State Plan Policy Map with the Township's physical and environmental features. Stafford received Plan Endorsement from the State Planning Commission on May 16, 2007.

Action Plan

The Action Plan provides a summary of the recommendations by element, with a proposed time frame, and a potential funding source. The recommendations are prioritized and given short term (1 year), medium (2-3 years) and long term (4 years or longer) time frames.



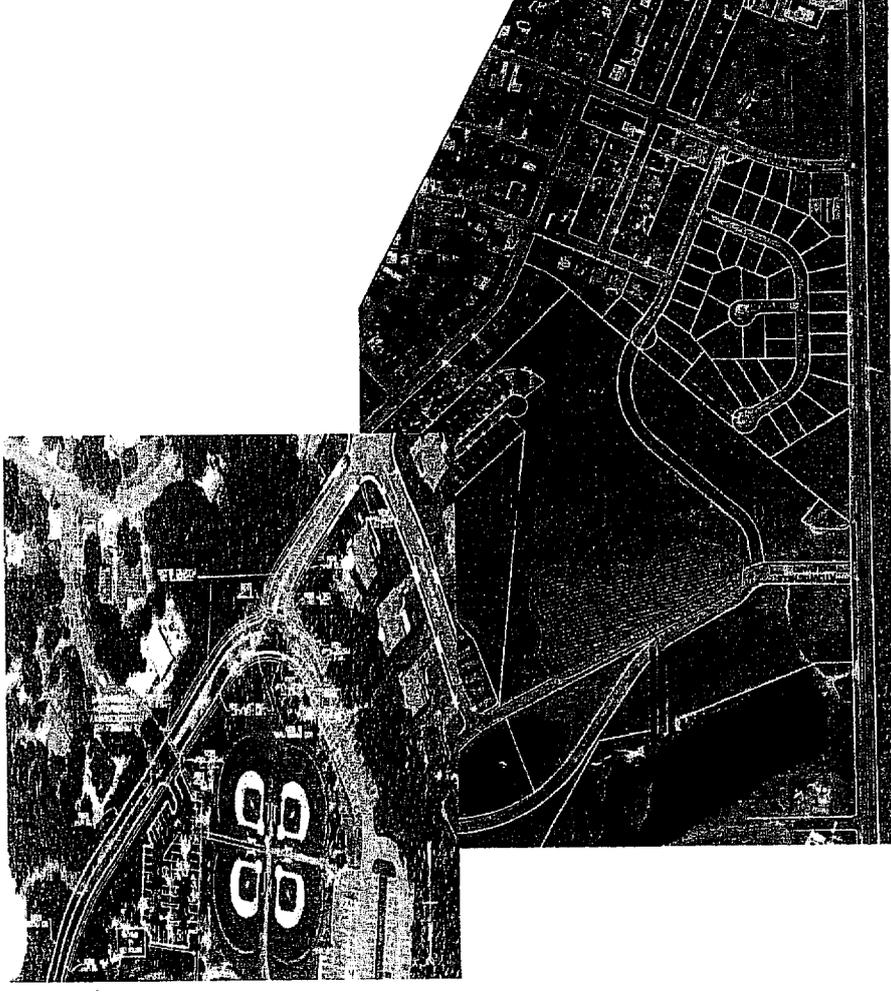
Stafford Master Plan

Circulation Element

Township of Stafford, NJ

PROJECT DETAILS

- > Continue to develop a comprehensive circulation system comprised of State, County, and Local roadways/intersections as well as mass transit and pedestrian opportunities
- > To improve the existing circulation system which will improve and enhance safety, traffic flow, and overall accessibility through the Township
- > To enhance the roadway network in order to facilitate local traffic movements at the same time appropriately accommodating through travel on the state highway system



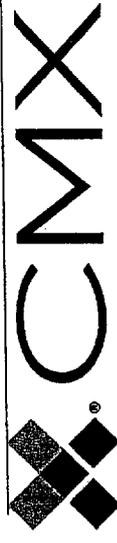
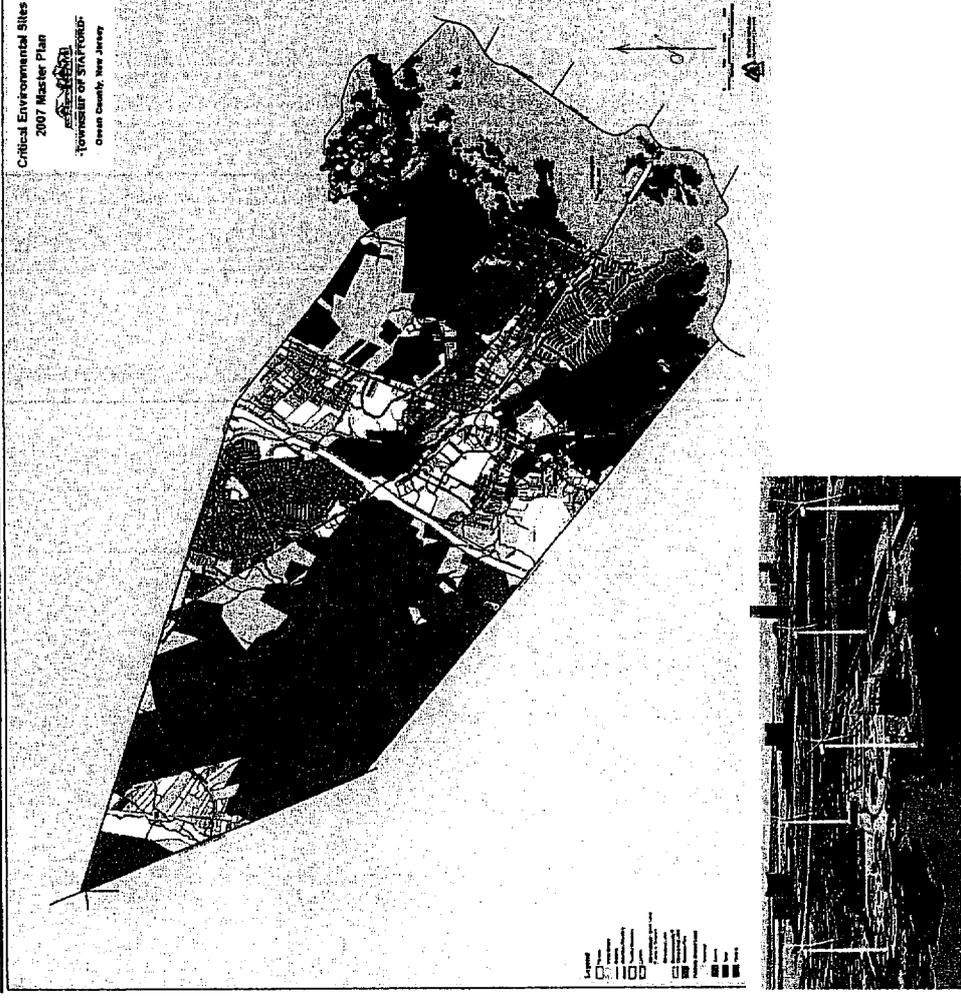
Stafford Master Plan

Environmental Element

Township of Stafford, NJ

PROJECT DETAILS

- > Leadership in Energy and Environmental Design (LEED®)
- > Green Design and Site Plan Design Alternatives
- > Energy Conservation
- > Reduced Street Impacts & Pervious Pavement and Porous Pavers
- > Water Pollution Source Control
- > Ecological Connectivity and Habitat
- > Construction Site Mitigation Strategies
- > Clustered Development with Shared Open Space
- > Vegetated Roof and Runoff Capture Strategies



Stafford Master Plan

Telecommunications Element

Township of Stafford, NJ



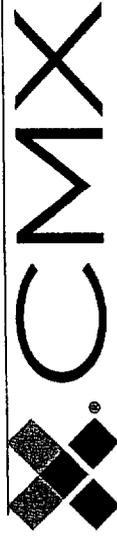
PROJECT DETAILS

- > Existing Wireless Telecommunications
- > Test Results & Coverage Maps Summary

- > Evaluate
 - Industry Trends
 - Existing Zoning Code
 - Municipally-Owned Lands

SERVICES PROVIDED

- > Prepared mapping & analysis of all service provider, coverage areas & gaps and recommendations for ordinance amendments and action steps



Housing and Fair Share Plans

CMX has prepared Second and Third Round Affordable Housing Plans for municipalities throughout New Jersey. We fully understand and routinely work with the Council On Affordable Housing's (COAH) rules and procedures including the Growth Share rules. Our expertise includes calculating a municipality's growth share obligation and designing programs to satisfy a municipality's rehabilitation, second round recalculated and growth share components. Housing Elements are prepared in accordance with the Municipal Land Use Law to facilitate incorporation into a municipality's master plan. We also prepare all ordinances and resolutions required for plan implementation. If there are objectors to your plan, our experienced affordable housing planners will represent your municipality during mediation before COAH or a Court Master.

/// PROJECT LIST

■ **Bay Head Borough Second and Third Round Housing Element and Fair Share Plan, Housing Rehabilitation Program and Accessory Apartment Program -**

Bay Head Borough, Ocean County, NJ

■ **Belmar Borough Third Round Housing Element and Fair Share Plan -**

Belmar Borough, Monmouth County, NJ

■ **Blairstown Township Third Round Housing Element and Fair Share Plan -**

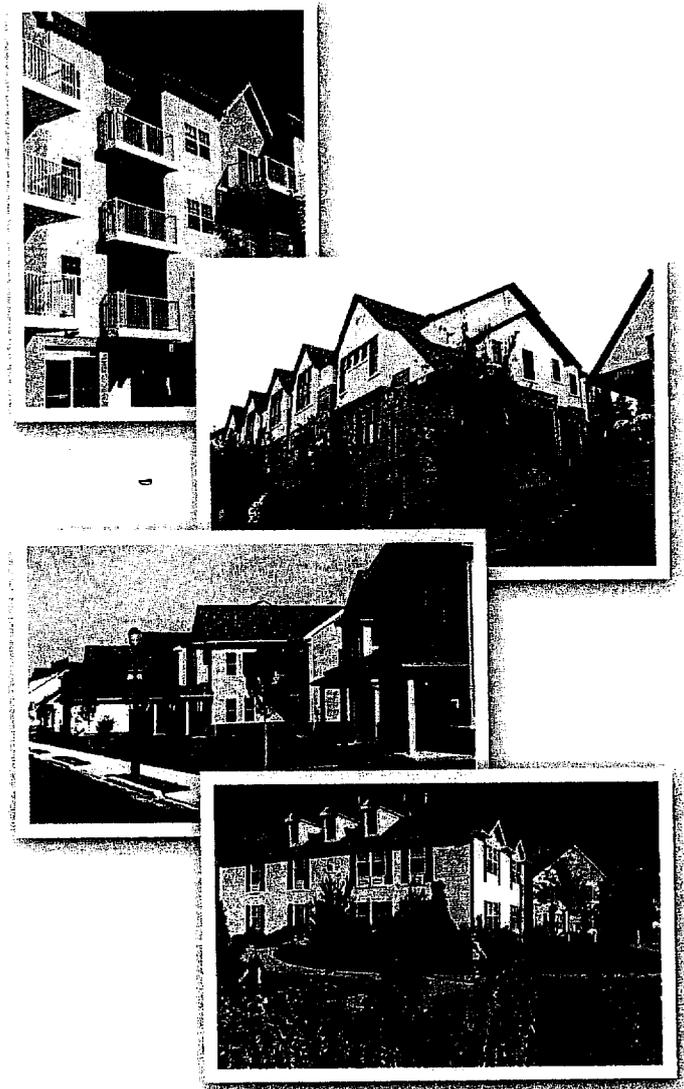
Blairstown Township, Warren County, NJ

■ **Bloomfield Township Third Round Housing Element and Fair Share Plan -**

Bloomfield Township, Essex County, NJ

■ **Dover Township Second Round Housing Element and Fair Share Plan and COAH Credits Without Controls Survey -**

Dover Township, Ocean County, NJ



■ **Eagleswood Township Third Round Housing Element and Fair Share Plan -**
Eagleswood Township, Ocean County, NJ

■ **East Hanover Township Third Round Housing Element and Fair Share Plan -**
East Hanover Township, Morris County, NJ

■ **Ewing Township Third Round Housing Element and Fair Share Plan -**
Ewing Township, Mercer County, NJ

■ **Franklin Township Third Round Housing Element and Fair Share Plan -**
Franklin Township, Somerset County, NJ

■ **Howell Township Second Round Housing Element and Fair Share Plan, Howell Township Housing Rehabilitation Program, and Howell Township Credits without Controls -**
Howell Township, Monmouth County, NJ

■ **Jackson Township Second Round Housing Element and Fair Share Plan, Housing Rehabilitation Program and Credits Without Controls Survey -**
Jackson Township, Ocean County, NJ

■ **Lacey Township Second and Third Round Housing Element and Fair Share Plan and COAH Credits Without Controls Survey -**
Lacey Township, Ocean County, NJ

■ **Lafayette Township Housing Element and Fair Share Plan -**
Lafayette Township, Sussex County, NJ

■ **Little Egg Harbor Housing Element and Fair Share Plan -**
Little Egg Harbor, Ocean County, NJ

■ **Manville Borough Housing Element and Fair Share Plan -**
Manville Borough, Somerset County, NJ

■ **Oxford Township Third Round Housing Element and Fair Share Plan -**
Oxford Township, Warren County, NJ

■ **Point Pleasant Borough Third Round Housing Element and Fair Share Plan -**
Point Pleasant Borough, Ocean County, NJ

■ **Raritan Borough Housing Element and Fair Share Plan -**
Raritan Borough, Somerset County, NJ

■ **Borough of Ridgefield Housing Element and Fair Share Plan -**
Borough of Ridgefield, Bergen County, NJ

■ **Borough of Rutherford Housing Element and Fair Share Plan -**
Borough of Rutherford, Bergen County, NJ

■ **Spring Lake Borough Housing Element and Fair Share Plan -**
Spring Lake Borough, Monmouth County, NJ

■ **Stafford Township Second and Third Round Housing Element and Fair Share Plan, COAH Credits Without Controls Survey-**
Stafford Township, Ocean County, NJ

■ **Washington Township Third Round Housing Element and Fair Share Plan -**
Washington Township, Gloucester County, NJ

Redevelopment Plans

THE REDEVELOPMENT PLAN is a unique and powerful planning tool as it combines the vision of a master plan with the authority of a zoning ordinance. The act of adopting the plan sends a strong message to the development community about the long-term commitment of the municipality to the redevelopment of the area. The content, scope and complexity of a redevelopment plan will be defined by the size of the redevelopment area, the goals that are to be achieved, and the redevelopment projects that will be undertaken pursuant to the plan. The formulation and adoption of the redevelopment plan is the transition point that moves the redevelopment process from problem identification to problem solving. It should be crafted with community involvement, with a clearly enunciated vision of the future development of the area, and with an understanding of the practical realities of the real estate marketplace.

CMX has prepared redevelopment investigations and plans throughout New Jersey in both large and small communities, for areas ranging from small scattered sites to entire neighborhoods. Our projects have also addressed greyfield, brownfield and superfund site redevelopment. CMX is an expert in the requirements of the NJ Local Redevelopment and Housing Law, and all of our investigations and plans are prepared in strict compliance with the statute.

/// PROJECT LIST

■ Reexamination Report -

Bay Head, Ocean County, NJ

■ Texaco Site Redevelopment Plan -

City of Bayonne, Hudson County, NJ

■ Belmar Seaport Village Redevelopment Investigation and Plan -

Borough of Belmar, Monmouth County, NJ

■ Valley Redevelopment Investigation and Plan -

Belleville, Essex County, NJ

■ Carteret Waterfront Redevelopment Plan-

Borough of Carteret, Middlesex County, NJ



■ **Lower Roosevelt Avenue Strategic Revitalization Plan -**

Borough of Carteret, Middlesex County, NJ

■ **Fairview (Yorkship Village) Neighborhood Redevelopment Investigation and Plan -**

City of Camden, Camden County, NJ

■ **Bassett Highway Redevelopment Plan -**

Town of Dover, Morris County, NJ

■ **North Sussex Street Landfill Redevelopment Plan -**

Town of Dover, Morris County, NJ

■ **Varityper Redevelopment Investigation and Plan -**

East Hanover, Morris County, NJ

■ **North Olden Avenue Corridor Redevelopment Plan -**

Ewing Township, Mercer County, NJ

■ **Fanwood Redevelopment Plan -**

Fanwood, Union County, NJ

■ **Village Center Redevelopment Plan -**

Frenchtown Borough, Hunterdon County, NJ

■ **Keansburg Redevelopment Plan -**

Keansburg, Monmouth County, NJ

■ **Rustic Mall Redevelopment Investigation and Plan -**

Borough of Manville, Somerset County, NJ

■ **Lackawanna Neighborhood Strategic Development Plan -**

Township of Montclair, Essex County, NJ

■ **Mulberry Street Redevelopment Investigation and Plan -**

City of Newark, Essex County, NJ

■ **Downtown Core Area (Newark Arena) Redevelopment Investigation and Plan -**

City of Newark, Essex County, NJ

■ **Pabst Brewery Redevelopment/Reuse Study -**

Cities of Newark & Irvington, Essex County, NJ

■ **Symphony Hall West Redevelopment Investigation and Plan -**

City of Newark, Essex County, NJ

■ **Victorian Heights Redevelopment Investigation and Plan -**

City of Newark, Essex County, NJ

■ **Kent Brenner Redevelopment Investigation and Plan -**

City of Newark, Essex County, NJ

■ **Lister Avenue Redevelopment Plan -**

Newark, Essex County, NJ

■ **West Market Street Redevelopment Plan -**

Newark, Essex County, NJ

■ **C-4 Area and New Egypt Redevelopment Plan -**

New Egypt, Ocean County, NJ

■ **Crossroads Redevelopment Plan -**

Old Bridge Township, Middlesex County, NJ

■ **Scattered Site and River Drive
Redevelopment Investigation and Plan -**

City of Passaic, Passaic County, NJ

■ **Landings at Harborside
Waterfront Redevelopment -**

City of Perth Amboy, Middlesex County, NJ

■ **North Avenue Netherwood
Redevelopment Investigation -**

Plainfield, Union County, NJ

■ **North Avenue Redevelopment Plan -**

Plainfield, Union County, NJ

■ **Marino's Redevelopment Investigation
and Plan -**

Plainfield, Union County, NJ

■ **Lakes Bay Redevelopment Plan -**

Pleasantville, Atlantic County, NJ

■ **Harrison Avenue Redevelopment Plan -**

Borough of Roseland, Essex County, NJ

■ **Maples Redevelopment Plan -**

Borough of Rutherford, Bergen County, NJ

■ **Stafford Business Park Redevelopment
Investigation and Plan -**

Township of Stafford, Ocean County, NJ

■ **River Center Waterfront Redevelopment
Plan -**

Township of West Deptford, Gloucester County, NJ

Stafford Business Park Redevelopment Plan

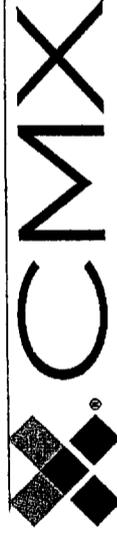
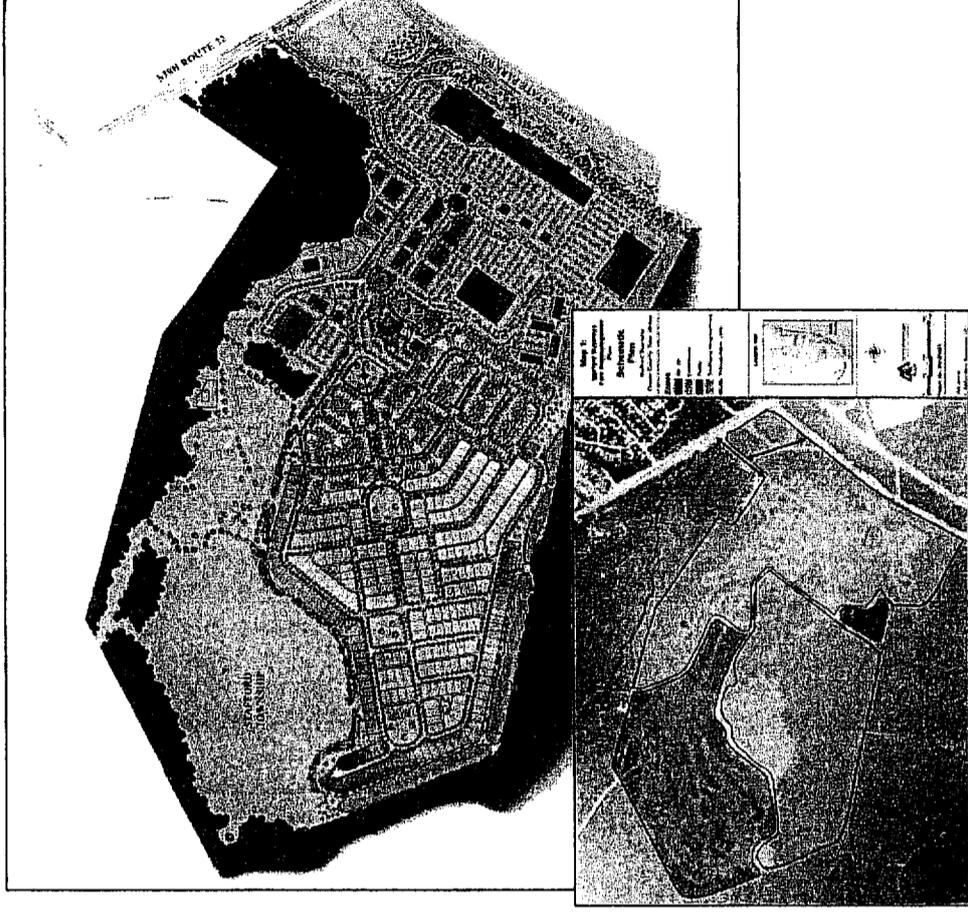
Township of Stafford, NJ

PROJECT DETAILS

- > Creation of a Redevelopment Area Determination Report and a Redevelopment Plan for a 370-acre tract known as the "Stafford Business Park"
- > All future buildings to be certified by U.S. Green Building Council's LEED Rating System for environmental friendly construction
- > Commercial component includes "traditional neighborhood development" with 650,000 SF as a "Main Street" with lifestyle retail directly linked to the residential components

SERVICES PROVIDED

- > Prepared Concept Plan that included significant affordable housing component

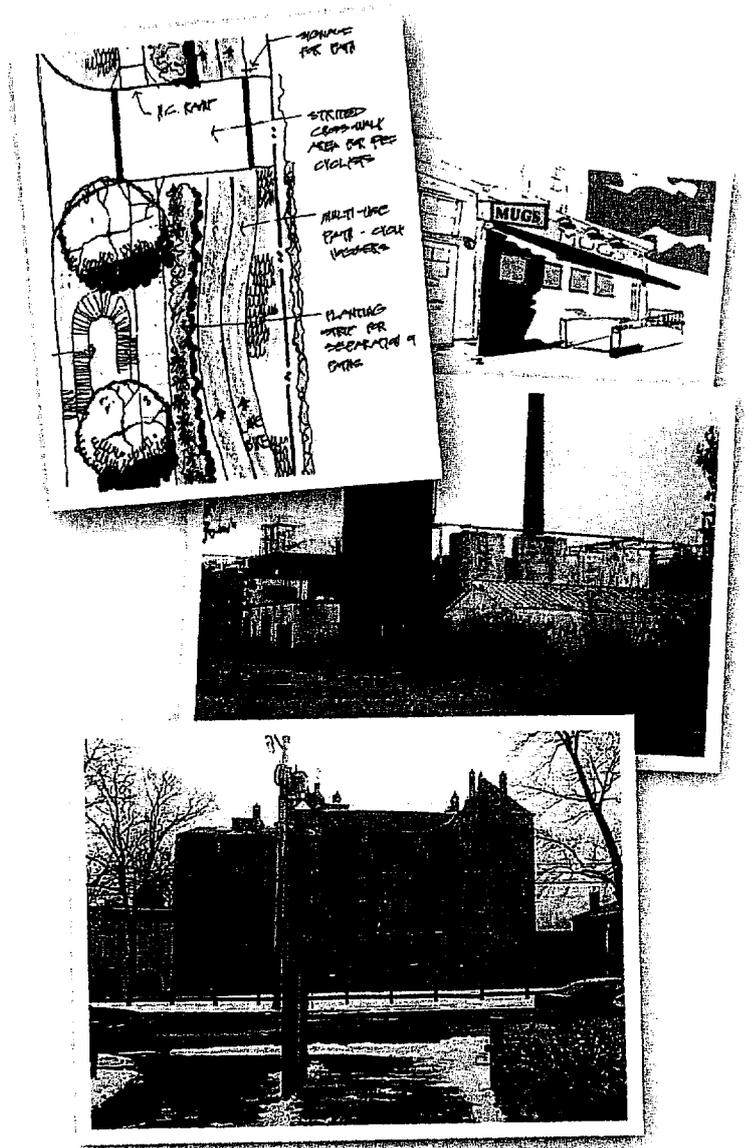


Specialized Plans

CMX has prepared a number of specialized plans and studies for a range of locales and landscapes; for both municipalities and counties. Our projects include downtown, business and cultural district plans, strategic plans, regional plans, parking studies, reuse plans for brown-field and superfund sites, landscape guidelines, land use and economic analyses, visioning exercises, and façade improvement programs. Each project is responsive to its unique environment be it a major highway, a major port district, a superfund site, a traditional downtown, or an entire county.

/// PROJECT LIST

- **Reexamination Report -**
Bay Head, Ocean County, NJ
- **Reexamination Report -**
Belmar, Monmouth County, NJ
- **Master Plan & Fair Housing Plan -**
Bensalem, Bucks County, PA
- **Master Plan & M-1 Zoning**
Reexamination Report -
Bloomfield Township, Essex County, NJ
- **Comprehensive Master Plan -**
East Hanover Township, Morris County, NJ
- **Comprehensive Master Plan -**
City of East Orange, Essex County, NJ
- **Comprehensive Master Plan -**
City of Elizabeth, Union County, NJ
- **Comprehensive Master Plan -**
Edison Township, Middlesex County, NJ



■ **New Community School, Midtown Neighborhood Master Plan -**

Neptune Township, Monmouth County, NJ

■ **Eastern Mainland 2020 Vision Statement -**

Berkeley Township, Ocean County, NJ

■ **Rutherford 2025 Vision Statement -**

Borough of Rutherford, Bergen County, NJ

■ **Wildwoods Regional Center CAFRA Sector Permit Certification [North Wildwood, Wildwood, Wildwood Crest and West Wildwood] -**

City of Wildwood, Cape May County, NJ

■ **Transit Village Study -**

Borough of Raritan, Somerset County, NJ

■ **Woolen Mill Study -**

Borough of Raritan, Somerset County, NJ

■ **Orlando Drive Riverfront Corridor Study -**

Borough of Raritan, Somerset County, NJ

■ **Quakertown Alive! Master Action Plan -**

Quakertown, Bucks County, PA

■ **Doylestown Cultural District Master Plan -**

Doylestown, Bucks County, PA

■ **Land Use Assumptions Report -**

Whitemarsh Township, Montgomery County, PA

■ **Revitalization Implementation Plan -**

Borough of Manville, Somerset County, NJ

■ **Mount Laurel Township Open Space and Recreation Plan -**

Mount Laurel Township, Burlington County, NJ

■ **Point Pleasant Beach Open Space and Recreation Plan and Natural Resource Inventory -**

Point Pleasant Beach, Ocean County, NJ

■ **Stafford Township**

Natural Resource Inventory -

Stafford Township, Ocean County, NJ

■ **Stafford Township**

Plan Endorsement Petition -

Stafford Township, Ocean County, NJ

/// COUNTY PROJECTS

■ **County Profile and Official Map -**

Bergen County, NJ

■ **TDD Economic Development Study -**

Union County, NJ

■ **Burlington County**

Parks and Open Space Master Plan -

Burlington County, NJ

■ **Gloucester County**

Northeast Region Strategic Plan -

Gloucester County, NJ

■ **Somerset County**

Center-Based Brownfields Pilot Project -

Somerset County, NJ

■ **Kapkowski Road**

Area Transportation Planning Study -

Union County, NJ

■ **Northern Bay Corridor Profiles -**

Ocean County, NJ

Stafford Plan Endorsement

Township of Stafford, NJ

- Reduction of PA2 to PA5 (140 acres)
- Designating two CES- (65 & 195 acres)



Existing & Proposed Planning Area
Township of Stafford
 Ocean County, New Jersey
 December 8, 2005

Legend

- Parcel
- Proposed CES
- Existing Planning Area
- Suburban Planning Area
- Rural Planning Area
- Environmentally Sensitive Planning Area
- Federal Park
- State Park
- Wetlands
- Proposed Suburban Planning Area Boundary

0 800 1,600 3,200 Feet
 1 inch equals 1,600 feet

CMX
 Data Source:
 Existing Planning Area - NJDEP/CAC
 Parcel - Stafford Township 2005



Disclosure of Ownership

1. CMX ("Company") is a wholly owned subsidiary of CMX Consulting Inc. ("Parent Company"). No other individual or entity owns any equity interest in the Company. Although CMX Consulting, Inc. is the parent corporation, it has no involvement in any of the daily operations of CMX; and, CMX is not required to obtain CMX Consulting, Inc.'s approval for the performance of any CMX's daily operations.
2. CMX Consulting Inc. is a Delaware Corporation. The Shareholders of CMX Consulting who own more than 10% of the equity of CMX Consulting are:

Trivest Fund III, LP
 C/o Trivest Partners, LP
 2665 South Bayshore Drive
 Miami FLA 33133

No other individual or entity owns or controls more than 10% of the ownership interest in the Parent Company or Trivest Fund III, LP.

3. CMX

BOARD OF DIRECTORS		
NAME	TITLE	ADDRESS
Troy Templeton	Vice Chairman	6250 SW 130 Terrace Miami, FL 33156
George G. McCann	Director	12 Hendrickson Court Manalapan, NJ 07726
Anthony J. Cimino	Director	4 Terry Court Hamilton, NJ 08620
James E. Elias	Director	2451 Brickell Avenue, #16H Miami, FL 33129
Peter Vandenberg, Jr.	Director	6660 S.W. 100th Street Miami, FL 33156
Don E. Dillon	Director	11202 N. 74th Avenue Scottsdale, AZ 85260

CMX

OFFICERS			
NAME	TITLE	DATE OF BIRTH	ADDRESS
George C. McGinn	Chairman Chief Executive Officer	12/02/1949	12 Hendrickson Court Mahalapan, NJ 07726
Troy Templeton	Vice Chairman	10/10/1960	6250 SW 130 Terrace Miami, FL 33156
Anthony J. Cimino	President	12/15/1950	Four Todd Court Fairfield, NJ 07004
Theodore D. Cassera	Senior Executive Vice President	11/29/1947	4 Terry Court Hamilton, NJ 08620
Dennis P. McConnell	Chief Operating Officer & Treasurer	07/22/1952	154 North Main Street Manasquan, NJ 08736
James K. Valenti, Esq.	Executive Vice President General Counsel & Secretary	09/07/1960	21 Wedgewood Avenue Colts Neck, NJ 07722
David Gershman, Esq.	Assistant Secretary	06/26/1968	4091 Park Avenue Miami, FL 33133

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STOCKHOLDER DISCLOSURE CERTIFICATION

CITY OF LONG BRANCH

Name of Business: CMX INC.

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders: See attached Disclosure Form

Table with 3 rows and 2 columns for Name and Home Address.

Subscribed and sworn before me this 18th day of September, 2007. Notary Public signature and affiant signature (James K. Valenti, Secretary / General Counsel).

MARY ANNE MILLER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 9, 2008
No. 2210660

Disclosure of Ownership

1. CMX ("Company") is a wholly owned subsidiary of CMX Consulting Inc. ("Parent Company"). No other individual or entity owns any equity interest in the Company. Although CMX Consulting, Inc. is the parent corporation, it has no involvement in any of the daily operations of CMX; and, CMX is not required to obtain CMX Consulting, Inc.'s approval for the performance of any CMX's daily operations.
2. CMX Consulting Inc. is a Delaware Corporation. The Shareholders of CMX Consulting who own more than 10% of the equity of CMX Consulting are:

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ACORD CERTIFICATE OF LIABILITY INSURANCE

CSRAJ
SCHOO-1

DATE (MM/DD/YYYY)
02/15/07

PRODUCER Marquis Agency 900 Route 9 North Woodbridge NJ 07095 Phone: 800-272-6771 Fax: 732-634-5379	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Schoor DePalma Inc. P.O. Box 900, 200 Rt 9 No. Manalapan NJ 07726	INSURER A:	Lexington Insurance Co.
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

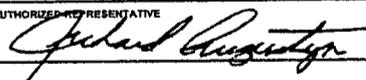
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPIOP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Errors & Omissions	6764437	12/31/06	12/31/07	Per Claim	\$10,000,000
						Agg.	\$12,500,000

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

CERTIFICATE HOLDER

CANCELLATION

Specimen SPEIC01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

IMPORTANT

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

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

DISCLAIMER

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF LONG BRANCH

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CMX INC. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding March 6, 2007 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Long Branch as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund of Adam Schneider	
Election Fund of Brown, Celli, DeStafano, Giordano and Zambrano	
Giordano and Zambrano	
Unger for City Council	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

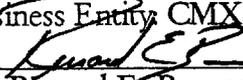
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
See attached ownership disclosure form	

Part 3 - Signature and Attestation:

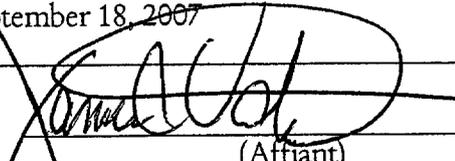
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CMX Inc.

Signed: 
 Print Name: Renard E. Barnes, Esq.

Title: Asst Secretary/Corp Counsel
 Date: September 18, 2007

Subscribed and sworn before me the 18th day of September, 2007.
 My Commission expires: September 2007


 (Affiant)
James K. Valenti, Esq., Secretary/General Counsel
 (Print name & title of affiant) (Corporate Seal)

MARY ANNE MILLER
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Mar. 9, 2008
 No. 2210660

R# 338-09

**RESOLUTION AUTHORIZING SALE OF
POLICE K-9 TO PT. PLEASANT BEACH POLICE DEPARTMENT**

WHEREAS, the City of Long Branch has a trained Police canine assigned to the K-9 Unit in the Department of Public Safety, Division of Police, that is no longer needed by the department; and

WHEREAS, it is the recommendation of the K-9 Supervisor that, if possible, the canine be sold to another police department, and the Point Pleasant Beach Police Department has expressed an interest in purchasing said canine for the sum of \$4,000; and

WHEREAS, in accordance with New Jersey Local Public Contracts Law, a local unit of government may sell assets no longer needed to another governmental entity for fair market value, the Public Safety Director has recommended that this sale would be in the best interest of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the sale of K-9 Doc to the Point Pleasant Beach Police Department for the sum of \$4,000.

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

R# 339-07

**RESOLUTION DESIGNATING OFFICIAL
NEWSPAPERS FOR THE YEAR 2008**

**BE IT RESOLVED, by the City Council of the City of Long Branch hereby designates
the Asbury Park Press, and the Link as its official newspapers for the City of Long
Branch for the year 2008**

R# 340-07

**RESOLUTION APPOINTING WESLEY MAYOR, JR AS AN ALTERNATE #2
MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Wesley Mayor, Jr. as an alternate #2 member of the Long Branch Zoning Board of Adjustment for a term to commence on December 31, 2007 and to expire on December 31, 2009.

MOVED:

SECONDED:

AYES:

NAYS:

ABSENT:

ASBSTAIN:

R# 341-01

**RESOLUTION APPOINTING JACKELINE BIDDLE AS A MEMBER OF THE LONG
BRANCH CABLE COMMISSION**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Jackeline Biddle as a member of the Long Branch Cable Commission for a term to expire on June 30, 2010.

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ASBSTAIN:

R# 342-07

**RESOLUTION APPOINTING MARK ANTHONY TAYLOR AS A MEMBER OF THE
LONG BRANCH CABLE COMMISSION**

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Mark Anthony Taylor as a member of the Long Branch Cable Commission for a term to expire on June 30, 2010.

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ASBSTAIN:

R# 343-07

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH LOCAL 152 (SUPERVISOR'S UNION)**

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor is hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch and Local 152 for the period January 1, 2007 through December 31, 2010.

MOVED:

SECONDED:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**CONTRACT AGREEMENT
BETWEEN**

**THE CITY OF LONG BRANCH
and
THE UNITED FOOD AND COMMERCIAL WORKERS' UNION
UFCW LOCAL 152**

JANUARY 1, 2007 through DECEMBER 31, 2010

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ARTICLE I
DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2007 and shall continue in full force and effect through December 31, 2010.

ARTICLE II

UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive representative for collective bargaining concerning terms and conditions of employment for all full-time permanent and provisional supervisory employees of the City of Long Branch, New Jersey, who serve in the job titles set forth below.

B. All employees working in job titles which are not specifically listed below are excluded from the unit. Recognized job titles include:

Director, Senior Citizen Affairs
Director of Building and Development
Director of Community Development
Director of Health
Director of Public Works
Director of Recreation
Municipal Court Director
Assistant Director of Planning
Comptroller
Tax Collector
Tax Assessor
Assistant Tax Assessor
Purchasing Agent
Supervising Code Enforcement Officer
Supervising Mechanic (DPW)
Senior Sanitary Inspector
Principal Sanitary Inspector
Sanitary Inspector
Sanitary Inspector - Trainee
Senior Building Inspector
Fire Official
Personnel Technician
Municipal Parks Superintendent/Superintendent
of Public Property (DPW)
General Supervisor Sanitation (DPW)
Supervisor, Building Service (DPW)
Supervisor, Public Works (DPW)

Supervisor, Traffic Maintenance
Supervising Maintenance Repairer
Coordinator of State and Federal Grants
Assistant Director of Economic & Industrial
Development
Construction Code Official
General Supervisor, Garage Services
Community Organization Specialist
Administrative Clerk
Municipal Recycling Coordinator
Principal Personnel Clerk
Supervisor of Accounts
Administrative Clerk
Administrative Secretary
UCC Coordinator
Municipal Court Administrator
Housing Coordinator
Recreation Supervisor
Director of Neighborhood Preservation Program
Fire Prevention Specialist
Supervising Fire Prevention Specialist
Administrative Analyst
Program Coordinator (drug and alcohol abuse)
Assistant Public Works Superintendent
Director of Maintenance Services

C. The City and the Union agree that all managerial executives, including the City Business Administrator; all confidential employees, including the City Clerk, Assistant City Clerk and Director of Finance; all police employees; all firefighters and Fire Department Superior Officers; all craft employees; and, all non-supervisory and non-professional employees shall be excluded from the Unit.

D. In the event that the City establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position may appropriately be included in the bargaining unit, it shall notify the City in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach agreement on the inclusion of a

new position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission.

E. Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all persons represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.

ARTICLE III

EMPLOYEE RIGHTS

A. The City hereby agrees that every eligible employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-5.1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that is shall not discriminate against any employee by reason of membership, participation, collective bargaining, grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment due to Union activities.

B. It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE IV

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers of the City shall be limited by the statutes of New Jersey governing public employee relations (the Public Employment Relations Commission) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers rights, authorities, duties and responsibilities under Title 40, 40A N.J.S.A and Title 11A N.J.S.A. or any other national, state, county or local laws or ordinances.

ARTICLE V
AUTHORIZED SALARY DEDUCTIONS

A. The City, in compliance with N.J.S.A. 52:14-15.9(e), agrees to the following conditions:

1. Upon receipt of a duly signed authorization form from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.

2. The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.

3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.

4. Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

5. A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the City.

6. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

7. Pursuant to State law governing "Agency Shop", the City will forward in the manner set forth herein, to the Union, eighty-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employee's wages.

8. The City agrees to inform all newly hired employees who are eligible to join the Union that they may join the Union sixty (60) days thereafter.

ARTICLE VI

UNION REPRESENTATION

A. Designated representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City government or the normal duties of its employees.

B. The City agrees to provide reasonable bulletin board space for the posting of notices of information by the Union or its members.

C. The Union may, subject to the advance approval of the Chief Administrative Officer, use City facilities for union activities such as meetings, provided that such activities are scheduled outside of regular working hours and do not interfere with the conducting of City business. Approval for Union use of City facilities shall not be unreasonably withheld.

D. The City agrees that up to two (2) members of the Union shall be granted up to four (4) total days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all four (4) days can be granted to a single individual). The Union shall give reasonable advance notice to the Chief Administrative Officer of the dates on which such leave will be taken and the identity of the individuals who will take it.

E. Local Union representatives who participate, on behalf of the Union, in negotiations and/or the processing of grievances at times mutually agreed upon by the City and the Union shall be granted time off without loss of pay for such purposes.

ARTICLE VII

SALARIES AND LONGEVITY

A. Retroactive to January 1, 2007, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by four and one-quarter (4.25%) percent over their then existing base salary. Effective January 1, 2008, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by four and one-quarter (4.25%) percent over their then existing base salary. Effective January 1, 2009, the base salaries of employees who were on the City payroll on that date in their current job titles shall be increased by four and one-quarter (4.25%) percent over their then existing base salary. Effective January 1, 2010, the base salaries of employees who were on the City payroll on that date in their current job titles shall be increased by four and one-quarter (4.25%) percent over their then existing base salary.

B. Employees shall receive a longevity increment of \$500 after five (5) years of fulltime employment and an additional increment of \$500 for each additional five (5) years of fulltime employment. Longevity increments shall be incorporated into the base salary for purposes of computing pension contributions and overtime.

C. The scheduling of employee pay days shall continue in accordance with established administrative practice. Employees who wish to receive paychecks which normally would be distributed during the course of a vacation prior to leaving on vacation shall request such early payment, in writing, from the City Comptroller, at least thirty (30) days prior to the scheduled start of the vacation period.

D. Employees who anticipate absence from work on pay day may receive their paychecks on the day prior to pay day provided they submit request for such early payment in writing.

E. Retroactive to January 1, 2007 the base salaries for Fire Safety Officers (which includes Fire Prevention Specialists and Supervising Fire Prevention Specialists) shall be increased by \$2,500. Effective January 1, 2008, base salaries for Fire Safety Officers shall be increased by \$500. Effective January 2, 2009 and January 1, 2010, respectively, base salaries for Fire Safety Officers shall increase by \$1,000 for each of those two calendar years. Each of these base salary increases shall be implemented prior to the application of the aforementioned percentage increases.

ARTICLE VIII
HOURS OF WORK

A. The regular workday shall be an eight (8) hour day with one (1) hour off for lunch. However, the regular work day for all members of this bargaining unit assigned to the Department of Public Works (with the exception of the Recycling Coordinator position) shall be an eight (8) hour day with a thirty (30) minute unpaid lunch.

B. Except as specified below, the regular work week shall consist of five (5) regular work days totaling forty (40) hours, inclusive of lunch. The scheduling of lunch shall be in accordance with the practice of the various departments as it existed before the initiation of negotiations.

C. Although the standard work week shall run from Monday through Friday and the standard work day shall commence at 8:30 a.m. and run until 4:30 p.m., management reserves the right, upon 60 days' prior notice to affected employees, to establish alternative work schedules as circumstances require and as it may deem appropriate.

D. Management may require employees to be in attendance for work on any day or days, or at any hour, whenever it is determined that a public exigency or emergency requires.

E. Notwithstanding any other provision of this Article or Agreement, the hours of work of Department Heads and Directors and other positions covered by this Agreement set forth herein shall not be defined or limited by this Agreement, but shall, rather, be defined

by the requirements of the job. It is understood and agreed that Department Heads and Directors and other positions covered by this Agreement set forth herein shall be available for work at any time circumstances require. Department Heads and Directors and other positions covered by this Agreement set forth herein shall, however, have flexibility in scheduling their working time to meet the requirements of their positions. As defined herein, these "other positions covered by this Agreement" are defined as Tax Assessor, Tax Collector, Construction Code Official and UCC Coordinator, Principal Sanitary Inspector, Assistant Planning Director, Comptroller and all members of this bargaining group assigned to the Department of Public Works (with the exception of the Recycling Coordinator).

Department Heads who would otherwise under this section be permitted to "flex" their working hours with the City will not be permitted to do so (that is, schedule their work hours with the City for hours other than between 8:30 a.m. and 4:30 p.m.) for the purpose of working in a "second job" or employment other than with the City.

ARTICLE IX

OVERTIME

A. The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law. No overtime shall be worked by any employee covered by this Agreement unless previously authorized by the employee's supervisor.

B. Overtime opportunities will be distributed as equally as is practical among employees in the same department and shift, provided that the employee is qualified to perform the work available during the overtime hours.

C. Effective with the ratification and execution of this Agreement, an employee shall be paid at time and one-half (1 ½) his regular rate of pay for all work in excess of forty (40) hours per week and for hours worked on a Saturday or Sunday. "Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned.

D. The City may provide compensatory time in lieu of overtime for non-exempt employees who work in excess of the contractual limits for work hours. Compensatory time shall be earned in the same manner as set forth in this Article. It will be within the City's sole discretion whether to pay overtime or provide compensatory time in lieu of overtime. The compensatory time will be "banked" by employees, and the City will maintain a record of said bank. Said accrued compensatory time shall be carried from year to year.

E. No compensatory time will be approved for employees unless a "Compensatory Time Form" is submitted to the City Administrator. The form must include

the supervisor's signature, indicating approval of the extra time worked by the employee and the reason for the overtime worked. Employees will be eligible to accrue no more than 240 hours of compensatory time.

F. Compensatory time may be used by employees with the prior approval of the employee's supervisor, which approval shall not be unreasonably withheld. Use of compensatory time is to be requested by the employee through the submission of the "Absence Form" to his/her supervisor. Compensatory time may not be used in less than 1 hour increments. Any exceptions due to special circumstances to this rule may be granted by the City Administrator upon the recommendation of the immediate supervisor of the employee. The City, in its sole discretion, may choose to pay employees for accrued compensatory time or, alternatively, to require employees to utilize accrued comp time.

G. Employees who are paid for 7 hours in a workday (regardless of whether they actually work that time) will be eligible for a paid lunch period. No employee shall be eligible for either overtime or compensatory time unless he or she works in excess of 40 hours per week, including time when an employee is paid for sick leave or vacation leave (unless otherwise provided for by the terms of this agreement).

H. An employee called upon to work in an emergent situation before or after his normal work shift or on weekends or holidays or while out sick or on other approved leave, or off for any other approved purpose or other scheduled day off, shall receive no less than four (4) hours' pay at overtime rate for each occurrence.

I. Vacation days, personal days or any of the holidays designated herein are not to be subtracted in the computation of overtime.

J. Department Heads and Directors shall not be eligible for overtime compensation pursuant to the provisions of this Article.

K. Any employee scheduled for overtime work (other than being held over for their regular shift) shall receive no less than two hours' pay, at overtime rates, for said schedule overtime work. The City reserves the right to have the employee so called in to actually work for the entire aforementioned two-hour period.

L. The cap for accumulated compensatory time for Fire Prevention Specialists shall be 480 hours. The cap for accumulated compensatory time for all other employees covered in the unit shall be 240 hours.

ARTICLE X

HOLIDAYS

A. The City agrees to guarantee to all of the employees the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on those days.

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	½ Day Christmas Eve - (if a regular working day)
Independence Day	Christmas Day
Labor Day	

B. An employee called in to work on a holiday shall be paid for such at one and one-half (1-1/2) times the employee's regular rate plus the holiday pay.

C. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Chief Administrative Officer. Employees who are compelled to work on shifts or on individual assignment shall observe the actual date of the holiday under this Section.

D. If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation.

E. Employees required to work overtime for snow removal, who work in excess of four and one-half (4-1/2) hours' overtime during such snow removal, will be eligible for a

ten dollar (\$10.00) cash meal allowance at a local establishment designated by the Director of Public Works.

F. Employees working a double shift for emergency related reasons, as determined by their Director, shall have the following day off with pay and not chargeable to their sick or vacation time. This shall apply only if the following is a regular work day as defined in Article IX of this Agreement.

G. The Local 56A stewards may, after consultation with Local 56A members and only with the prior approval of the City Administration, which approval or lack thereof may not be challenged through the negotiated grievance procedure or otherwise, be permitted to switch their holidays (as listed in Article X(A)) for other days off.

ARTICLE XI

VACATIONS

A. Employees shall be granted vacation leave without loss of pay if earned each calendar year in accordance with the following schedule:

1-3 year	12 working days
4-12 years	15 working days
13-18 years	20 working days
19 years or more	25 working days

Vacation leave shall only be used in one-half (½) day or more increments.

B. Permanent part-time employees are eligible for vacation leave on a pro-rated basis. Temporary or seasonal employee shall not be eligible for vacation leave. New probationary and provisional employees shall be entitled to one (1) working day of vacation leave for each month of service completed as of July 1st.

C. Requests for vacation leave must be submitted in writing to the Department head (in the case of Department Heads, to the Chief Administrative Officer of the City) by May 1, of each year. An employee desiring an earlier vacation must submit such request at least one (1) month in advance. All vacation leave shall be scheduled in such a manner as to ensure adequate operations within departments. Scheduling conflicts shall be resolved on a seniority basis.

D. Vacation leave must be taken during the current calendar year unless extended by the Chief Administrative Officer of the City. Any unused vacation leave may be carried over only into the next succeeding calendar year. Employees may take their vacation time from the first of the year, although they will continue to accrue time on a pro rated basis. Employees who use vacation time in this fashion will pay the City back (or have the owed

time deducted from other if the employee leaves the employ of the City having used more vacation time than was accrued during that calendar year.

E. In instances where an employee cannot take accrued vacation leave within two (2) calendar years due to emergent or critical work situations, as determined by the Chief Administrative Officer of the City and approved by the Mayor, eligibility may be extended for an additional six (6) months.

F. When requested, vacation pay may be granted on the last working day before the employee's first vacation day.

G. At the time of separation from employment with the City, an employee shall be entitled to pay for any full day's vacation and compensatory time which has accrued but has not been taken.

H. In the event of the death of an employee, payment for accrued but unused vacation and compensatory time shall be made to the employee's estate or beneficiary. At no time will an employee be eligible to be compensated for more than one year's vacation in addition to whatever vacation time the departing employee has accrued and not used for the current year (the year of the employee's departure as a City employee).

ARTICLE XII

SICK LEAVE

A. Within the first calendar year of service, an employee shall receive one working day of sick leave with pay for each month of service from the date of initial employment up to the end of the first calendar year.

B. After the first calendar year of employment, each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

C. After ten (10) years of continuous service, each employee shall receive twenty (20) days of sick leave with pay for each year of employment thereafter.

D. Sick leave not taken shall accumulate to the employee's credit from year to year, and such employee shall be entitled to such accumulated sick leave with pay as needed. Sick leave shall only be used in one-half (½) day or more increments.

E. 1. When an employee retires for reasons of physical disability, age, or length of service, such employee shall be entitled to payment for his accumulated but unused sick leave at the rate of fifty (50%) percent of his daily rate of pay to an amount not to exceed five thousand (\$5,000.00) dollars after five (5) years of service. After ten (10) years of service, unused sick leave is to be compensated at fifty (50%) percent of the daily rate of pay to an amount not to exceed ten thousand (\$10,000) dollars. After fifteen (15) years of service, unused sick leave is to be compensated at fifty (50%) percent of the daily rate of pay to an amount not to exceed fifteen thousand (\$15,000.00) dollars. After twenty (20) years of

service, unused sick leave is to be compensated at fifty (50%) percent of the daily rate of pay to an amount not to exceed twenty thousand (\$20,000.00) dollars. After twenty-five (25) years of service, unused sick leave is to be compensated at fifty (50%) percent of the daily rate of pay in an amount not to exceed twenty-five thousand (\$25,000.00) dollars.

2. The retiring employee shall, if possible, advise the Chief Administrative Officer of the City of the employee's intention to retire by November 1st, of the year preceding retirement so that budgetary provisions can be made. In the event that timely notice is not provided, the City shall reserve the right to delay payment until the year following the year in which retirement occurs.

F. In the event of an employee's death, payment for unused accumulated sick leave shall be made in accordance with the provisions set forth above to the employee's beneficiary as indicated on the employee's Public Employment Retirement System Retirement Form.

G. Except as otherwise provided herein, the State of New Jersey's Department of Personnel statutes and regulations shall govern sick leave.

ARTICLE XIII
OTHER LEAVES OF ABSENCE

A. Bereavement Leave

1. Employees shall be eligible to receive up to a maximum of three (3) days' leave with pay, either before and/or after the funeral or from the day -of death, at the employee's choice, in the event of a death of a member of the employee's immediate family, provided that prior notice is given to the Chief Administrative Officer and the total leave with pay does not exceed five (5) days.

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

B. Jury Duty

Jury duty leave shall be granted to any employee summoned to jury duty or as a witness on behalf of the City. Eligible employees shall receive full pay at the regular rate less any court compensation received during such period while absent from the City's employ. Prior notice must be given to the Chief Administrative Officer of the City, and evidence of jury summons must be provided before any payment shall be made.

ARTICLE XIV
PERSONAL DAYS

Employees shall be entitled to up to three (3) days of personal leave without loss of pay per year, such leave to be used to conduct necessary personal business which cannot be scheduled outside of regular working hours. Applications for personal leave shall be made to the appropriate Department Head (and in the case of Department Heads or Directors, to the Chief Administrative Officer) sufficiently in advance to permit review and approval. Except for emergency situations, applications for personal leave shall be made at least seventy-two (72) hours prior to the intended date for the leave.

ARTICLE XV

UNIFORM ALLOWANCE

A. Employees provided with uniforms by the City (i.e., Department of Public Works Supervisors) shall receive a clothing maintenance allowance of one hundred (\$100.00) dollars per annum. This amount shall increase to \$150 in 2008 and \$200 in 2009. Payment of the clothing maintenance allowance will be made at approximately the same time as the first payroll of December in each year and shall be made to all employees who have been in continued employment with the City since December 1st of the preceding year.

B. Employees not provided uniforms by the City may submit claims to the City for damage to clothing sustained in the course of their official duties. The City agrees to review the employee's claim for such damage; and subject to the employee's verification of the value of the property so damaged and the cause of such damage, the City shall reimburse the employee for such damage in an amount not to exceed two hundred (\$200.00) dollars per employee per year.

ARTICLE XVI

INSURANCE AND MISCELLANEOUS BENEFITS

A. The City shall continue to provide hospitalization and major medical insurance to all regular full-time employees and their eligible dependents.

B. Effective January 1, 2004, the City will offer a new PPO for all employees who are currently enrolled in the City's indemnity health insurance plan. Employees who choose to remain in the City's indemnity plan shall pay \$300.00 per month to the City for remaining in said indemnity plan..

Employees hired prior to the execution of this Agreement who are currently enrolled in the City's POS (Blue Choice) plan may opt to move to the City's HealthNet (HMO) plan at no cost to the employee. Employees hired after the execution of the Agreement may elect to enroll in any health plan offered by the City provided that the employee pays the difference in premium cost (if any) between the POS (Blue Choice) plan and the plan selected by the employee.

The prescription co-pays under the City's HealthNet HMO shall be at the following levels: \$10 for generic drugs, \$20 for brand name, and \$35 for non-preferred (formulary).

C. The City shall continue to provide dental insurance for all-regular full-time

employees and their eligible dependents. Effective January 1, 2004, the City's monthly contribution per employee for dental coverage shall be increased by \$44.62 to \$100.00 per month.

D. The City reserves the right to substitute new medical or dental insurance Plans for those currently in existence, provided that such new plans provide substantially similar coverage.

E. Employees shall be eligible for five thousand (\$5,000.00) dollars in life insurance coverage under the City's group plan. Such coverage will cease upon termination of employment with the City.

F. Employees who are required to use their personal automobile in connection with the City's business shall be compensated for such use at the rate of \$0.25 per mile.

G. Employees who wish to "opt out" of coverage under paragraph A and B above may do so in exchange for a payment by the City to the employee of an amount consistent with the sums previously agreed to by and between the City and the Union. Prior to the City making such payment, the employee shall provide written proof to the City Administrator that he or she has medical coverage other than with the City. Further, in addition, prior to the City making such payment, the Local 56A steward shall be given written notice of the employee's express intention to accept the "opt out" from health insurance, and the employee will thereafter meet with the shop steward to discuss the decision and will also sign a form holding Local 56A harmless from any liability as a result of the employee's decision to "opt out" of the City's health insurance. The City reserves the right to increase the payout amount to employees who opt out of City sponsored health insurance coverage.

ARTICLE XVII

PROBATIONARY EMPLOYEES

A. All newly hired employees, except temporary employees, shall remain in a probationary status until completion of three (3) months of active service from the date of regular appointment. Upon completion of the probationary period, all employees shall enjoy seniority status from the date of regular appointment, shall receive all wages and benefits in accordance with the provisions of this Agreement and shall be subject to all other terms and conditions set forth herein.

B. Discharge or other disciplinary action against probationary employees shall be governed by the provisions of the Department of Personnel statutes.

ARTICLE XVIII

DISCIPLINE

A. No employee shall be disciplined without just cause. For purposes of this Article, discipline is defined to include actions such as reprimand, suspension and discharge.

B. In accordance with statute and administrative regulation, "major discipline", as defined by the New Jersey State Department of Personnel, as well as a decision to terminate the employment of a provisional employee, shall not be subject to the contractual grievance procedure, but shall be subject to the jurisdiction of the Department of Personnel appeals procedures.

C. Notwithstanding any other provision of this Agreement, it is agreed and understood by the City and the Union that the employment of employees who are members of the unclassified Civil Service, and whose employment is approved for a fixed term or who serve at the pleasure of the Mayor and/or Council, shall be excluded from the use of the contractual grievance procedure on disciplinary matters involving them. In addition, any management decision not to extend the term of employment of a member of the unclassified Civil Service such as a Department Head shall not be subject to the contractual grievance procedure.

ARTICLE XIX
GRIEVANCE PROCEDURE

A. General

It is recognized that a complaint may arise between the City and the Union, or between the City and any one or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The City and the Union earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, the procedure for grievance of any such complaints which arise will be kept as informal as may be appropriate, as outlined hereinafter. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Procedure To Be Followed

The Union and the City agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided in Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all employees participating in such violation subject to immediate discharge or other discipline,

at the discretion of the City, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

Step One. The aggrieved shall institute action within two (2) work days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the Union or the employee to act, except for good cause, within the said two (2) work days shall be deemed to constitute an abandonment of the grievance.

Step Two. If the response is not settled at the first step, the grievant may make written request for a second step meeting within two (2) work days after the response at the first step. The Chief Administrative Officer shall schedule a meeting to be held within ten (10) regular work days after receipt of the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Chief Administrative Officer and the Union Representative, if requested by the grievant. The Chief Administrative Officer's response to the second step shall be delivered to the Union within ten (10) regular work days after the meeting.

Step Three. In the event the grievance is not resolved to the satisfaction of the Union or the City, it may be taken to binding arbitration in the following manner:

Within five (5) work days after the completion of Step Two, the Union or the City may request the American Arbitration Association to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on the parties. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

The parties shall share equally in paying the Arbitrator's fees and expenses. Each party shall be solely responsible for any other costs it may incur in connection with the Arbitration, including fees for witnesses.

ARTICLE XX

NO STRIKE PLEDGE

A. It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity of production during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sitdown, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders. The City shall not engage in any lockout of employees during the life of this Agreement.

B. The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such Judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXI

SEVERABILITY OF THE AGREEMENT

A. In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect-for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

B. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

C. Nothing herein shall be construed to deny any employee his rights under Title 11A N.J.S.A. (Department of Personnel).

ARTICLE XXII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2007, and shall remain in effect to and including December 31, 2010.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

C. The said notification shall be sent to the City and Union or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

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 December 26, 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.

A T & T	Utilities - Telephone - 11/21-11/28/2007 - Various Locations	170.05	*
A T & T	Utilities - Telephone - 11/16-11/30/2007 - Various Locations	1,183.32	*
A.C. Moore	Supplies for Various Events - December 2007 - Senior Affairs	490.50	
A.E.C. Distributing	Consumables for Municipal Garage	314.58	
A.R. Communications	Install Radio /Antenna on PW #15 & Batteries for Pagers - DPW / Fire Dept.	376.00	
Absolute Fire Protection	Replace Generator on Truck #25-2-75 & Repair Steering on Truck #25-7-75 - Fire Dept.	11,319.32	
All Industrial Safety Products	Gloves for Municipal Garage	77.80	
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 11/19/2007 - DPW	11,198.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Tax Appeals/Litigation/Redevelopment - November 2007*	18,266.59	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - November 2007	7,431.99	Pymt #5
Armor Holdings Forensics	Misc. Equipment for Forensics Lab - Police Dept.	5,393.00	
Atlantic Plumbing Supply	Materials for Air System in DPW Garage	157.87	
Auto Parts	Misc. Automotive Parts - October 2007 - DPW	243.32	
B. Keith Controls	Light Bulbs for Oceanic Fire House - DPW	102.00	
Bailey's	Misc. Supplies - Health Dept.	152.00	
Best Trophies & Awards	Awards for Youth Soccer Program - Recreation Dept.	1,298.50	
Bette White Fernandez	Tap Dance Instruction - 11/30-12/10/2007 - Senior Affairs	96.00	
Beyer Bros. Corp.	Misc. Automotive Parts - PW #112 - DPW	36.87	
Bill Fox Co.	X-Chief's Badge - Honorarium for Outgoing Fire Chief - Fire Dept.	2,250.00	
Birdsall Engineering	Reimbursement for Cost of Advertisement of Beach/Dune Permit Application - City Clerk	814.00	
Blanche Reed	(5) Days of Mandatory Training of Municipal Court Personnel - 11/26 & 12/3/2007	1,000.00	
Boro Printing	Log Book - Police Dept.	188.00	
Bruce Booker / D.B.A. T.Y.G. Productions	Videography - 7/26 & 8/12/2007 - Community Dev.	500.00	
Builders' General Supply	Lumber for Dump Trucks - DPW	52.80	
Bullet Lock & Safe	Misc. Locks/Keys - November 2007 - DPW / Finance Dept.	262.00	
Carl F. Jennings	Reimbursement for Cell Phone Allowance - October / December 2007 - Administration	120.00	
Carrot Top Industries	Crank Handle for Flag Pole at Jerry Morgan Park - DPW	75.50	
Centrastate Medical Center	Various Health Programs for Maple Place School - Coastal Monmouth Alliance	950.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	18,266.59	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	210,670.83
City of Long Branch Clearing Account	Reimburse Clearing Account	*	19,296.53
City of Long Branch Clearing Account	Reimburse Clearing Account	*	24,364.67
City of Long Branch Clearing Account	Reimburse Clearing Account	*	811,761.09
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,323.94
City of Long Branch Payroll Agency	Payroll Dated 12/14/2007	*	32,013.83
City of Long Branch Payroll Agency	Payroll Dated 12/14/2007	*	779,747.26
Coast Hardware	Misc. Hardware - November 2007 - Various Depts.		558.21
Cornerstone Applications	Upgrade of Computer Software for Armory Computer - Police Dept.		391.00
Cougar Electronics Tool & Equipment Repair	Gauge Assembly for Jump Box in Municipal Garage		294.00
Country Clean Paper Supplies	Coffee - Administration		166.86
Cristina N. Lipski	Spanish Interpreting - November 2007 - Municipal Court		360.00
Dave Roach	Mileage Reimbursement for Use of Personal Vehicle - 10/16-11/19/2007 - Health Dept.		75.25
Dave Wolcott	Reimbursement of Expenses Incurred - Plumbing Part for Manahasset Park - DPW		181.92
David Brown	Reimbursement of Expenses Incurred - League of Municipalities - City Council		43.52
Dominic Noviello	Veteran's Day Contest Winner - Middle School	*	100.00
Dunkin Donuts / Baskin Robbins	Donuts / Coffee for Food Handlers Training Course - 12/11/2007 - Health Dept.		63.05
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW		388.63
Fax Express	Toner Cartridges - Mayor's Office		181.48
Fine Fare	Food & Supplies for Various Events -12/8 & 12/14/2007 - Senior Affairs		327.56
Fleetsource	Alternator - Sanitation #30 - DPW		130.17
Flowers By Vanbrunt	Veterans Day Flower Arrangements for City Hall & Jerry Morgan Park - Recreation Dept.		765.00
Fort Dearborn Life Insurance	Life Insurance - December 2007	*	1,320.60
Gagliano Associates	2007 Tax Appeal Appraisals - October / November 2007		6,300.00
Gannett Satellite Information	Legal Advertising - November 2007 - City Clerk		331.64
Gateway Co.	Various Computer Equipment - Various Depts.		2,566.24
Gen-El Safety & Industrial Products	Misc. Tools & Equipment - OEM		8,367.64
George Hyndsman Plumbing & Heating	Winterize Jerry Morgan Park - DPW		197.00
Global Govt./Education Solutions	Various Computer Equipment for Inventory - Police Dept. / IT Stock		1,132.89
Gloria Winnick	Mileage Reimbursement - July / September 2007 - Mayor's Office		24.30
Grainger	Misc. Equipment & Supplies - DPW / Health Dept.		216.63
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Koplitz Matter - July / November 2007		239.50
Hilsen Termite & Pest Control	Integrated Pest Control - November 2007 - Health Dept.		345.00
Home Depot Credit Services	Various Building Materials - DPW / OEM		148.29
Hydrair	Misc. Parts for Municipal Garage & Manahasset Park - DPW / Community Dev.		103.68
Institute for Forensics Psychology	Evaluation for Police Dept. Employee	*	1,500.00
International Code Council	Code Books for Stanley Midose - Building Dept.		280.50

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Jacob L. Jones	Reimbursement for Cell Phone Allowance - October / December 2007 - Administration	120.00
Jamm Printing	(500) Pocket Planners & 2008 Taxi Cab Owners Licenses - Senior Affairs / City Clerk	1,079.00
Jeffrey Nadell	Reimbursement of Expenses Incurred - League of Municipalities - Administration	86.86
Jersey Central Power & Light	Utilities - Electric - 10/27-11/30/2007 - Various Locations	* 1,283.42
Jersey Central Power & Light	Utilities - Electric - 8/30-12/4/2007 - Various Locations	* 22,140.31
Jersey Elevator	Elevator Maintenance - November 2007 - City Hall Building	143.48
Jersey Shore Youth Wrestling League	2007/2008 Dues for Junior & 6th Grade & Under Wrestling League - Recreation Dept.	1,490.00
John Guire Co.	Misc. Tools / Equipment - October & November 2007 - DPW	134.91
Joseph Fazzio - Wall	Aluminum Pipes for Railings on Boardwalk - DPW	60.12
Joshua Marcus Group	Supplies for Fire Prevention Week	1,055.80
Kepwel Water	Monthly Cooler Rental - October 2007 - Administration	14.00
Lakewood Auto Supply	Misc. Filters - October & November 2007 - DPW	355.41
Lanigan Assoc.	Misc. Equipment & Supplies - Police Dept.	558.55
Lee Battery Service	Batteries - DPW	982.11
Lokyu Chau	Veteran's Day Contest Winner - Elementary School	* 100.00
Long Branch Exchange Club	Reimbursement of Expenses Incurred for 2007 Halloween Festival - Recreation Dept.	1,200.00
Lou's Uniforms	Uniform & Accessories for Dispatchers R. Czeslaw & S. Pooler - Police Dept.	241.00
Lowe's Credit Services	Materials for DPW Garage	41.47
Maria Garcia-Malave	Spanish Interpreting Services - November 2007 - Municipal Court	495.00
Mark R. Aikins	Legal Services Rendered - Conflict Attorney - November 2007	539.00 Pymt #2
Matt Garlipp	Veteran's Day Contest Winner - High School	* 100.00
Mazza & Sons	Disposal of Bulky Waste - November 2007	8,369.10 Pymt #11
Mazza & Sons	Recycle Tires - November 2007 - DPW	255.55
MGL Printing Solutions	2008 Dog Tags & 2008 Tax List - Health Dept. / Tax Assessor's Office	887.50
Michael Irene, Esq.	Legal Services Rendered - Zoning Board Attorney - November 2007	100.00 Pymt #1
Monmouth Cnty Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 10/16-10/30/2007 - DPW	44,646.37
Monmouth County Park System	High Rope Challenge Course - 10/23, 11/1 & 11/7/07 - Oceanport Drug Prevention Program	1,540.00
Moore Medical	Gloves for Booking Room & Cell Block Area - Police Dept.	170.58
Moore North America	Safety Paper - Health Dept.	798.96
Motorola C & E	Various Radio Equipment - Fire Dept.	4,698.00
MPA & Associates	Annual Maintenance for Health Dept. - December 2007	2,250.00 Final Pymt
MPA & Associates	Professional Services Rendered - IT Consultant - August & October 2007	441.00 Pymt #1
New Jersey American Water	Utilities - Water - 10/25-11/28/2007 - Various Locations	* 14,070.96
New Jersey Natural Gas	Utilities - Gas - 10/29-11/29/2007 - Various Locations	* 606.50
New Jersey Repertory Co.	Half Page Ad In Playbill for 2008 Season - Mayor's Office	375.00
New Jersey Turfgrass Association	Registration - Turf & Landscape Conference - F. Ravaschiere - 12/5-12/6/2007 - DPW	150.00
NJ State League of Municipalities	2007 Municipal Salary Report & Registration for Kelly Kaufmann - Admin. / Planning Dept.	105.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Norwood Distributors	Misc. Automotive Parts - November 2007 - DPW	5.64
Otilia Silva	Portuguese Interpreting Services - November 2007 - Municipal Court	480.00
Party Fair	Supplies for Holiday Parties - 12/14 & 12/18/2007 - Senior Affairs	725.12
Perth Amboy Tire	Reconditioned Rims & Recap Tires - PW #123 - DPW	808.00
Petro King Service	Service Contract - Preventive Maint. of Fuel Dispensing Equipment - 11/15/07-11/14/08	585.00
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 11/19/2007 - DPW	21,034.10
Photo Center of Brick	Various Camera Equipment - Senior Center	367.00
Public Strategies	Professional Services Rendered - Lobbying Consultant - December 2007	2,500.00
Ray's Sport Shop	Crossing Guard Supplies & Various Items for Promotions - Police Dept.	274.20
Red The Uniform Tailor	Uniform for Dispatcher J. Bierne - Police Dept.	227.00
Richard's	Food for Redevelopment Meeting - 12/11/2007 - Mayor's Office	79.95
Rittenhouse-Kerr Ford	Misc. Automotive Parts - Various Vehicles - DPW	1,675.93
Saker Shoprites	Food for Various Events - 11/23 & 12/14/2007 - Human Services / Senior Affairs	210.88
Schwartz & Sons	Misc. Automotive Parts - PW #15 - DPW	34.99
Scientific Devices Dist.	Ink Cartridges - Police Dept.	407.69
Seaboard Welding Supply	Welding Supplies & Industrial Gases - November 2007 - Municipal Garage	116.50
Seashore Day Camp & School	Bus Transportation to LBHS State Champion Football Game - 12/2/2007 - Recreation Dept.	200.00
Seely Equipment & Supply Co.	Misc. Parts for Snow Plows - DPW	1,056.96
Shared Technologies	Telephone Maintenance - 10/1/2007-1/1/2008 - Various Locations	3,321.32
Shore Cellular	Install Remote - Director of Finance's Vehicle - DPW	163.00
Siperstein's	Misc. Paint/Materials - October 2007 - DPW / Recreation Dept.	311.91
Skip's Sports	T-Shirts for Soccer Program - Recreation Dept.	228.00
Smith Motor	Misc. Automotive Parts - PW #123 - DPW	573.85
Stavola Asphalt	Road Materials for DPW Parking Lot	29,052.87
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 10/12-11/22/2007 - School Project - Comm. Dev.	1,785.00
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 9/14-9/20/07 & 11/23-11/29/07 - Comm. Dev.	595.00
Tee's Plus	Misc. Promotional Items for WLB Police Dept. - Coastal Monmouth Alliance	824.50
The Link News	October Calendar - City Clerk	250.00
The Sports Authority	Exercise Equipment for Classes - Senior Affairs	297.72
The Standard Group	Various Materials for Municipal Garage	82.55
Treasurer, State of NJ - Division of Revenue	Site Remediation Program - DPW	148.32
Treasurer, State of NJ - Health & Senior Serv.	Burial Permits Report - Third Quarter	60.00
Tri-Tech	Supplies for Forensics Van - Police Dept.	310.15
Tuzzio's	Food for Youth Soccer Program Awards Luncheon - 12/8/2007 - Recreation Dept.	588.00
United Parcel Service	Ground Transportation - Various Depts.	134.35
Up-Tite Fasteners	Misc. Tools for Facilities Dept. & Electrical Materials for City Hall Building	830.90
Usher Publishing	Temporary Commitment Forms - Municipal Court	900.00

USPCA 2007 Nationals	150.00
W.B. Mason	2,814.01
Wahoo International	1,314.00
Warnock Fleet & Leasing	4,465.20
Warshauer Electric Supply	51.00
William Shoemaker Assoc.	2,043.00
Y-Pers	135.00

Registration - Certification for Field Trials - P.O. Shamrock - 10/21-10/26/07 - Police Dept.
Various Office Supplies - Various Depts.
Equipment Replacement - Fire Dept.
Various Radio Equipment - Building Dept.
Electrical Materials for Municipal Garage & Comfort Stations - DPW
Portable Pump - DPW
Wash Rags - DPW

2,182,968.88

TOTAL CURRENT

Ansell, Zaro, Grimm & Aaron	187.00	*	Legal Services Rendered - School Project - November 2007
Builders' General Supply	298.00	*	Materials to Board Up Building - 38 Seaview Ave. - Community Dev.
City of Long Branch Clearing Account	187.00	*	Reimburse Clearing Account
City of Long Branch Clearing Account	37,627.67	*	Reimburse Clearing Account
City of Long Branch Clearing Account	1,785.00	*	Reimburse Clearing Account
City of Long Branch Clearing Account	595.00	*	Reimburse Clearing Account
Global Govt./Education Solutions	1,560.98	*	Various Computer Supplies - IT Dept.
Jesco	167,522.00	*	Articulated Wheel Loader - DPW
Lowe's Credit Services	31.25	*	Materials for Stairway Project at City Hall Building - DPW
R.W.V. Land & Livestock South	19,280.63	*	Purchase & Deliver Soil - 10/30-11/2/2007
Seaside Materials	1,664.15	*	Materials for Emergency Doors at City Hall Building - DPW
Siperstein's	213.61	*	Misc. Paint/Materials - October 2007 - DPW/Recreation Dept.
Sunrise Suites Hotel	1,785.00	*	Temporary Housing - Delores Smith - 10/12-11/22/2007 - School Project - Comm. Dev.
Sunrise Suites Hotel	595.00	*	Temporary Housing - Delores Smith - 9/14-9/20/07 & 11/23-11/29/07 - Comm. Dev.

233,332.29

TOTAL CAPITAL

City of Long Branch Clearing Account	2,075.00	*	Reimburse Clearing Account
City of Long Branch Clearing Account	42.54	*	Reimburse Clearing Account
City of Long Branch Clearing Account	7,176.24	*	Reimburse Clearing Account
City of Long Branch Payroll Agency	513.69	*	Payroll Dated 12/14/2007
City of Long Branch Payroll Agency	6,662.55	*	Payroll Dated 12/14/2007
Fort Dearborn Life Insurance	2.94	*	Life Insurance - December 2007

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Geese Maintenance & Control - November 2007 645.66 Pymt #8
 Monmouth County SPCA Animal Shelter Services - November 2007 1,545.00 Pymt #11
 NJ Dept. Of Health & Senior Services Dog Report - November 2007 * 39.60

18,703.22

A T & T Utilities - Telephone - 11/21-11/28/2007 - Various Locations * 93.27
 Academy Express Annual Tour of Lights Trip - 12/8/2007 - Community Dev. 1,075.00
 Beverly Baxter Instruction for Ceramic Classes - November 2007 - Senior Affairs / Community Dev. 1,156.25
 Butterfly Blue Farms Spruce Trees for Holiday Display at Uptown Broadway Park & Community Dev. Office 419.90
 City of Long Branch Clearing Account Reimburse Clearing Account * 35,731.32
 City of Long Branch Clearing Account Reimburse Clearing Account * 103.07
 City of Long Branch Clearing Account Reimburse Clearing Account * 4,910.45
 City of Long Branch Payroll Agency Payroll Dated 12/14/2007 * 350.80
 City of Long Branch Payroll Agency Payroll Dated 12/14/2007 * 4,559.65
 Coast Hardware Misc. Hardware - November 2007 - Community Dev. 103.36
 Fed Ex Kinko's Printed Posterboards of Redevelopment Pictures - Administration 936.00
 Fort Dearborn Life Insurance Life Insurance - December 2007 * 9.80
 Lowe's Credit Services Various Holiday Decorations - Community Dev. 256.24
 Pax Construction Corp. Repair / Replace Sidewalks on Rockwell Ave. for CDBG Program 3,600.00
 Skip's Sports Misc. Equipment for Youth Activities - Community Dev. 944.00
 Title Boxing Various Equipment for Youth Boxing Program - Recreation Dept. / Community Dev. 1,889.65
 Warshauer Electric Supply Electrical Materials for Community Dev. 174.00

56,312.76

Alberto Montes Relocation / Moving - 54 Second Ave. - Community Dev. * 4,440.00
 Ansell, Zaro, Grimm & Aaron Legal Services Rendered - Broadway Arts - November 2007 * 7,359.34
 Ansell, Zaro, Grimm & Aaron Legal Services Rendered - Beachfront North I - November 2007 * 11.00
 Ansell, Zaro, Grimm & Aaron Legal Services Rendered - Beachfront North II - November 2007 * 874.53
 Ansell, Zaro, Grimm & Aaron Legal Services Rendered - Pier Village I - November 2007 * 110.00
 Ansell, Zaro, Grimm & Aaron Legal Services Rendered - Pier Village II - November 2007 * 313.97
 Ansell, Zaro, Grimm & Aaron Legal Services Rendered - Hotel Campus - November 2007 * 755.03

Geese Maintenance & Control - November 2007
 Animal Shelter Services - November 2007
 Dog Report - November 2007

TOTAL DOG

Utilities - Telephone - 11/21-11/28/2007 - Various Locations
 Annual Tour of Lights Trip - 12/8/2007 - Community Dev.
 Instruction for Ceramic Classes - November 2007 - Senior Affairs / Community Dev.
 Spruce Trees for Holiday Display at Uptown Broadway Park & Community Dev. Office
 Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 12/14/2007
 Payroll Dated 12/14/2007
 Misc. Hardware - November 2007 - Community Dev.
 Printed Posterboards of Redevelopment Pictures - Administration
 Life Insurance - December 2007
 Various Holiday Decorations - Community Dev.
 Repair / Replace Sidewalks on Rockwell Ave. for CDBG Program
 Misc. Equipment for Youth Activities - Community Dev.
 Various Equipment for Youth Boxing Program - Recreation Dept. / Community Dev.
 Electrical Materials for Community Dev.

TOTAL HUD

Relocation / Moving - 54 Second Ave. - Community Dev.
 Legal Services Rendered - Broadway Arts - November 2007
 Legal Services Rendered - Beachfront North I - November 2007
 Legal Services Rendered - Beachfront North II - November 2007
 Legal Services Rendered - Pier Village I - November 2007
 Legal Services Rendered - Pier Village II - November 2007
 Legal Services Rendered - Hotel Campus - November 2007

* DENOTES PREPAY
 ** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Atf. LLC BMO Capital SEC Part	Tax Sale Premium	6,100.00	*
Atf. LLC BMO Capital SEC Part	Tax Sale Premium	3,100.00	*
Bruce Booker / D.B.A. T.Y.G. Productions	Videography - 7/26 & 8/12/2007 - Recreation Dept.	100.00	
Burke Construction	Police Outside Overtime Refund	413.12	
City of Long Branch Clearing Account	Reimburse Clearing Account	84.64	*
City of Long Branch Clearing Account	Reimburse Clearing Account	9,423.87	*
City of Long Branch Clearing Account	Reimburse Clearing Account	54,905.90	*
City of Long Branch Clearing Account	Reimburse Clearing Account	94,925.98	*
City of Long Branch Clearing Account	Reimburse Clearing Account	15,803.50	*
City of Long Branch Clearing Account	Reimburse Clearing Account	13,188.45	*
City of Long Branch Clearing Account	Reimburse Clearing Account	6,600.00	*
City of Long Branch Current Account	Escrow Interest due to City	84.64	*
City of Long Branch Payroll Agency	Payroll Dated 12/14/2007	273.37	*
City of Long Branch Payroll Agency	Payroll Dated 12/14/2007	12,915.08	*
CMX Inc.	Professional Services Rendered - April / October 2007 - Planning Board	68,471.29	
Congregation Brothers of Israel	Police Outside Overtime Refund	585.44	
CRJ Contracting Corp.	Police Outside Overtime Refund	19.06	
Danielle Golba & Assoc.	Professional Services Rendered - 11/26/2007 - Zoning Board	80.00	
E M Waterbury & Assoc.	Engineering Services Rendered - September / October 2007 - Zoning Board	1,491.00	
Fort Dearborn Life Insurance	Life Insurance - December 2007	0.98	*
Gorcey's Plumbing & Heating	Service Call - 52 Seaview & 145 Broadway - Community Dev.	3,059.80	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Broadway Arts Center - August 2007	10.00	Pymt #2
Independent Investors	Tax Sale Premium	6,600.00	*
Jersey Shore Grand Prix	Police Outside Overtime Refund	521.48	
Jersey Shore Running Club	Police Outside Overtime Refund	345.64	
Juan H. Vasquez	Reimbursement for (2) Airfare Tickets - Training - 12/2-12/7/07 - Police Dept.	725.00	*
Lippincott & Lippincott	Police Outside Overtime Refund	1,151.18	
Mark R. Aikins	Legal Services Rendered - Beachfront South - November 2007	143.00	Pymt #2
Martin J. Arbus	Legal Services Rendered - 11/21/2007 - Planning Board	750.00	
McGuire Assoc.	Professional Services Rendered - Broadway Arts Center - December 2007	3,500.00	Final Pymt
Michael A. Irene Jr.	Legal Services Rendered - 12/5/2007 - Zoning Board	187.50	
Michael R. Leckstein, Esq.	Condemnation Commissioner - Broadway Arts Center	2,236.00	*
Monmouth Health Care Foundation	Police Outside Overtime Refund	147.35	
Phillips Preiss Shapiro Assoc.	Professional Services Rendered - 10/9/2007 - Zoning Board	402.50	
Rooney Line Construction	Police Outside Overtime Refund	31.44	
Sandy Hookers Triathlon Club	Police Outside Overtime Refund	272.51	
Sephardic Bikur Holim	Police Outside Overtime Refund	1,151.97	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

